CONSTRUCTION CONTRACT DOCUMENTS
FOR THE FOLLOWING PROJECT(S):

Terminal 4 – Concourse "H" – Post Security Enhancements (Non-Sheltered Market)

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

BID/CONTRACT NO.: Z1092417C1

Contract Central No. 3631
ADDENDUM NO. 2

Solicitation No.: Z1092417C1
Solicitation Title: Terminal 4 – Concourse “H” – Post Security Enhancements (NSM)

Date Of Addendum: February 20, 2013

Attention all potential bidders:

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

Return Addendum with Bid Submittal or Acknowledge on the Bid Tender Form.

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, February 27, 2013 at 2:00 p.m.

Plans:

Added Notes: the following should be added as General Notes to the Plans

1. Existing Men’s and women’s toilet identification signs to be relocated centered at the new Men’s and Women’s toilet.
2. New wall identification signage to be provided at Men’s and women’s toilet as per BCAD’s requirements. Provide one (1) wall sign at Men’s Toilet and two (2) signs at Women’s Toilet.
3. General Contractor must coordinate with BCAD for removal and reinstallation for Concession signs (Nathan’s, Spirit)
4. Fire horn/Strobe located on elevator wall at new Men’s Toilet area to be relocated as per BCAD’s directive and requirements.
5. General Contractor to remove all signs and corner guards at elevator walls to accommodate new partitions for New Men’s Toilet.
6. The items listed above are not all inclusive. General Contractor must review site, become familiar with all existing conditions and identify all devices for removal and reinstallation to be included in the work.
7. Note on Sheet D100 which states “Existing Flight Information Display Rack and Credit Card Display and counters Remove, store and Reinstall after.....” Shall be changed to read “Existing Flight
Information Display Rack needs to remain in place and functional throughout the project. The Contractor will need to work around. The Credit Card Display racks and counters may be removed, stored, and reinstalled after work performed in the area.”

8. Contractor needs to remove all gate signs and reinstall for all ceiling work (replacement of acoustical ceiling tile and painting of grid
9. All devices (fire alarm, electrical, mechanical) to be removed on both walls and hard ceilings for painting of surfaces. Contractor to reinstall after completed.
10. Contractor to furnish and install similar wood floor (spec type) relocated concession for Dunkin Donuts. Relocation of Dunkin Donuts to be performed by concessionaire.
11. Art Works on walls to be turned over to BCAD Maintenance for storage during painting of public facing walls.

Attachment “A” Addendum No. 2 - Additional Details:

1/RFI2 Enplaning Level Men’s Toilet Reflected Ceiling Plan
2/RFI2 Elevation @ Column-Men’s Toilet
3/RFI2 Column Detail-Men’s Toilet
4/RFI2 Column Detail @ Soffit Condition-Men’s Toilet
5/RFI2 Louver Penetration-Men’s Toilet
6/RFI2 Plumbing Vent Flashing
7/RFI2 Concession Partition


Attachment “C” Addendum No. 2 – Roof Warranty Information, Seaman Corporation FiberTite Warranty.

Attachment “D” Addendum No. 2 – Revised Fixture Schedule and Sketches.

Request for Information:
Question: (Thornton Inc. RFI 1-Q1) P001 sheet had fixture schedule but is not clear. All items need more specification so that they can be priced correctly.

Answer: See Attachment “D” of Addendum No. 2 for revised fixture schedule and sketches.

Question: (Thornton Inc. RFI 2-Q1) Please clarify if owner’s carpet flooring vendor under separate contract direct with owner will be responsible for the following:
   - Removal, storage, reinstallation of seating
   - Removal & disposal existing flooring & base to vendor provided dumpsters
   - All required floor prep & installation of carpet & base

Answer: Supervision of the carpet installer’s work is to be done by the General Contractor. The carpet installer is responsible for removal, storage, and reinstallation of seating, floor prep and installation of carpet and base. Removal and disposal of existing flooring and base to be to vendor provided dumpsters.

Question: (Thornton Inc. RFI 2-Q2) Please provide material supplier contact information & specification for new wainscot to match existing
Question: (Thornton Inc. RFI 2-Q3) Drawing A210, ceiling note 7 states repaint all undamaged speaker grilles & replace all damaged speaker grilles. Please specify & quantify amount of damaged speaker grilles to be replaced.

Answer: All existing speaker grilles will not require replacement or repainting unless damaged by the Contractor.

Question: (Thornton Inc. RFI 2-Q4) Drawing A301 MOT note 5 states contractor to provide A BSO deputy for security from 2:00 AM to 4:00 AM for crew oversight & during times when new or existing security gates are not functioning. Does this note apply to this project? If note applies, please quantify the actual number of days to include this requirement.

Answer: Answer: This note does not apply to this project. However all work activities inside the Sterile Corridor will require the general contractor and their subcontractor to have a SIDA badge and CBP seal.

Question: (Thornton Inc. RFI 2-Q5) Drawing M110 keyed note 9 states new 24" x 24" louver. This louver is indicated @ existing exterior wall. Is opening for louver existing or new. Please provide details including & not limited to section thru exterior wall, exterior elevation, structural modifications, architectural finish systems, NOA, etc.

Answer: See detail 5/RFI2 provided with this addendum

Question: (Thornton Inc. RFI 2-Q6) Please specify fire alarm devices that are compatible with existing system

Answer: WSA Systems does all fire alarm work for the Airport and must be contacted for quotes. They will provide compatible equipment. See General Note 45 on sheet A110 (upper right hand corner)

Question: (Thornton Inc. RFI 2-Q7) Architectural & plumbing drawings indicate slope to floor drains. Please specify method to achieve slope to drain

Answer: Provide specified floor ceramic tile per specified floor thin-set method-without slopes to new drains. Infill existing drains.

Question: (Thornton Inc. RFI 2-Q8) Drawing A210 ceiling note 3 states all 24" x 24" diffusers & return air grilles to be replaced with new. There are none shown @ areas where ceiling tile is being replaced, sterile corridor ceilings are indicated as existing to remain & HVAC drawings do not indicate this scope of work. Please confirm this note does not apply. If note applies clarify / indicate diffusers /grilles to be replaced & specify grilles / diffusers

Answer: Note does not apply to this portion of the work.

Question: (Thornton Inc. RFI 2-Q9) Drawing A210 ceiling legend has note provide structural support for the existing WB ceiling/soffit as required. Please clarify / detail / specify / indicate if & where this is required
Answer: Provide 3 5/8" metal framing at 16" O.C. at new gypsum wall board (M.R.) ceilings at Women’s and Men’s Toilets

Question: (Thornton Inc. RFI 2-Q10) Drawing A20 ceiling note 4 states all new ceiling tiles are to match existing, see technical specs. Specs specify / indicate a 2' x 4' ceiling. Please clarify / specify ceiling tile to be included

Answer: Provide ceiling tiles as per Specification Section 09500 "mineral based geometric pattern Armstrong 24"x48", Fine Fissured Tile Second Look II-Item no. 1861 or approved equal".

Question: (Thornton Inc. RFI 2-Q11) Please specify & provide contact info for any particular vendors that must be contracted to remove / reinstall / adjust / test / certify any ceiling mounted system devices

Answer: Ceiling mounted security cameras and Wi-Fi System will need to be coordinated with BCAD. Fire systems will need to be coordinated per General note 45 on Sheet A110.

Micro Security-(Stephen De Molina) 305-335-6300
Pro sound & Video (Jack Figaro) 305-891-1000

Question: (Thornton Inc. RFI 2-Q 12) Clarify if contractor will be able to start & then complete work in any given phased area without having to turn same area over to owner on a daily basis

Answer: See General notes on sheet A110

Question: (Thornton Inc. RFI 2-Q 13) Based on MOT notes & other notes found on drawing A310, (with exception of non-noisy work being performed inside temporary barricades surrounding proposed restrooms), it appears that most if not all scopes of work, including but not limited to material delivery, debris removal, carpet, wainscot, ceiling, painting, MEP in concourse & or sterile corridors, etc. are to be performed between the hours of 23:00 PM & 5:00 AM. Is this correct? Please specify scopes of work if any that may be performed during normal working hours.

Answer: Work will be conducted after last flight and completed before first arrival/departure. Work will be coordinated with BCAD project manager.

Question: (Thornton Inc. RFI 2-Q14) Drawing P150 sanitary riser indicates (2) existing VR’s & (1) 4" VTR. Is this (1) VTR new? If new, is there a particular roofing contractor that must be contracted to perform roof patch? If yes please provide contact information for required roofing contractor

Answer: See detail 6/RFI2 provided with this addendum, also must coordinate with BCAD and roofing warranty provider Seaman Corporation 1000 Venture Blvd. Wooster, OH 44691 (330-262-1111) to ensure continuation of warranty.

Question: (Thornton Inc. RFI 2-Q15) HVAC test and balance. Please confirm that cost for HVAC T & B is to be included as part of this contract. Is there a particular T & B company that must be hired to perform T & B? If yes, please provide contact information

Answer: Test and balance is required for the restrooms to ensure proper exhaust flow. Contractor will provide at their expense.
Question: (Thornton Inc. RFI 2-Q16) Drawing A210 has note relocated gate sign with pointer @ Gate H7. This sign is not shown to be relocated on electrical drawings. Is this sign the only sign to be relocated? Would the relocation of this sign require electrical work? Please clarify

Answer: Does not apply to this portion of the work.

Question: (Thornton Inc. RFI 2-Q17) Drawing A170 detail 7 has note modify existing (radius) soffit to accommodate new partition. Please provide section / elevation that details / specifies finishes, i.e. stainless steel, drywall, etc.

Answer: See detail 1/RFI2, 2/RFI2, 3/RFI2, 4/RFI2 provided with this addendum.

Question: (Thornton Inc. RFI 2-Q 18) Will x-raying of slab be required for plumbing & electrical slab penetrations?

Answer: X-ray of the slab would be at the discretion of the contractor. The existing slab is not post-tensioned, and there are no known plumbing or electrical run in the slab. The contractor will need to avoid cast in place beams which can be visibly seen from below. Contractor is to layout any and all penetrations and coordinate review by the Resident Project Representative and BCAD prior to coring or drilling for any penetration.

Question: (Thornton Inc. RFI 2-Q 19) Provide reflected ceiling / floor plan of space below that indicates room name & finished ceiling type so that we can better figure cut / patch requirements. Is work in space below to be figured as after-hours?

Answer: All piping below slab can be done in free access areas. No piping should be run through Spirit offices on lower floor. Piping may need to be routed around obstacles as was observed during the walkthrough by the elevator.

Question: (Thornton Inc. RFI 2-Q 20) Drawing A170 section details 2 & 3 have note ...satin finish stainless steel metal framed, door w/ full piano hinge & keyed lock. More detailed information is requested. What is gauge of stainless steel to be? Specify lock, handle, etc.

Answer: Gauge steel will be a minimum of 14-guage steel sheet. Standard continuous piano hinge with 175 degrees opening capability. Provide key operated cylinder lock. Stainless steel units shall receive a no. 4 Satin Polish finish.

Question: (Thornton Inc. RFI 3 Q1) There appears to be an existing free standing wall behind the existing concession area to be relocated. Is the existing wall to be demolished & removed from site? The relocated concession area appears to indicate a partition behind concession area. Please provide all details, design, framing, finishes, structural support, attachments, etc. that are to be included.

Answer: Partition is to be removed and relocated as instructed on Sheet D100 and A110. See existing partition at site for framing, finishes structural support and attachments.

Question: (Thornton Inc. RFI 3 Q2) the existing concession area to be relocated appears to have resilient vinyl flooring. Is relocated concession area to have same / similar type of floor or will flooring being carpet?
Please clarify / specify flooring type, size of area to receive flooring & confirm this flooring will be provided by owner’s vendor under separate contract.

Answer: Relocated concession area must be relocated as is. Provide same vinyl flooring area as per existing conditions.

Question: (Thornton Inc. RFI 3 Q3) Please confirm that we are to paint the acoustical ceiling grid.

Answer: Confirmed

Question: (Thornton Inc. RFI 3 Q4) Will the owner’s carpet vendor under separate contract direct to owner be the party responsible to relocate, remove, store & reinstall items on floor where new carpet is being installed?

Answer: The vendor will be responsible for the work, but under supervision of the General Contractor. See question/answer 1 (Thornton Inc. RFI 2-Q1) above as well.

Question: (MVP Contractors Inc. RFI-1 Q1) Is it possible to schedule another site visit?

Answer: Yes, coordinate request with Curtis Celestine at BCAD 954-359-2590 or ccelestine@broward.org. Include in request suggested time and date, and number of attendees.

Question: (MVP Contractors Inc. RFI-2 Q1) Please advise if carpet work is going to be labor only or is it out of our scope of work and to be done by the Owner?

Answer: Supervision of the carpet installer’s work is to be done by the General Contractor. The Owner’s carpet installer is responsible for removal, storage, and reinstallation of seating, floor prep and installation of carpet and base. Removal and disposal of existing flooring and base to be to vendor provided dumpsters.

Question: (Thornton Inc. RFI 4-Q1) Drawing A180 Wall types 1,1A,4,5 &7 have note extend metal studs & sound batt insulation to deck above. Only wall types 4 & 5 appear to indicate an unidentified substrate on one side of metal stud. Please clarify if requires & if required then please specify substrate

Answer: Required 5/8" gypsum wall board to extend to deck above.

Question: (Thornton Inc. RFI 5-Q1) Duct detector test key switches do not appear to be indicated or located on electrical drawings. Please clarify, locate & quantify requirement

Answer: Duct detector key switches are existing in the ceiling. When the ceiling is taken down they need to be removed and placed back at the same location with the new ceiling. The contractor, by his statement below, knows the switches are there and has seen them on the walk thru of the concourse. The contractor is to create his own as-built drawings of the ceiling to ensure all devices, not only the key switches, are removed and reinstalled at the same locations.

Question: (Thornton Inc. RFI 5-Q2) Security cameras do not appear to be indicated or located on electrical drawings. Please clarify, locate, quantify & provide contact info for vendor required to perform these services

Answer: Work to coordinated with BCAD and Micro Security (Stephen De Molina) 305-335-6300. As
well as initial contact and coordination, a minimum 72 hour advance notification to BCAD Security will be required prior to beginning the work.

Question: (Thornton Inc. RFI 5-Q3) Drawing A110 General note 29: "...replace lamps and/or lenses in all light fixtures to remain the intent to make "like new". Electrical drawings key note No. 1 states "re-lamp all existing tray ceiling fixtures..." only. Please clarify which is the correct scope of work to include

Answer: Per Drawing A110 General note 29 replace all lamps and lenses in all fixtures to remain the intent to make "like new" additionally Keyed Note 1 indicates that the relamping of all existing tray light fixtures with 4100k lamps, 32w T8.

Question: (Thornton Inc. RFI 5-Q4) Drawing A110 General note 43: The construction drawings do not appear to indicate any modifications or additions to the existing Matrix card swipe security services. Please confirm none is required or quantify / specify any Matrix card swipe security systems work that is to be included for this project

Answer: No additional Matrix Card Swipe System required for project.

Question: (Thornton Inc. RFI 5-Q5) There are no construction barriers, air scrubbers, etc. indicated / specified to be used for the phases throughout the concourse & sterile corridors. Are none required? If required please describe, design & specify typical requirements for concourse & sterile corridor

Answer: For all phases of work temporary construction barriers must be coordinated with BCAD. These will need approval from BCAD Operations. Provide a temporary partition for the concession relocation, See temporary partition detail on sheet A310.

Question: (Thornton Inc. RFI 5-Q6) What is the existing roofing system and composition at Concourse H?

Answer: The existing roof is bonded and the Contractor must coordinate with the warranty supplier to ensure maintaining the roofing warranty. Seaman Corporation 1000 Venture Blvd. Wooster, OH 44691 (330-262-1111)

Question: (MVP Contractors Inc. RFI-3 Q1) Reference is made to Specification Section 10441. Please provide a sign schedule. Is a construction sign going to be required? If so where is it going to be installed?

Answer: Construction sign will not be required inside the concourse. However MOT signs are required for all work impacting the public and traffic flow inside the concourse. All Signage to be approved by Operations.

Question: (MVP Contractors Inc. RFI-4 Q1) Please confirm that abatement of any existing hazardous materials, if any is not a part of the scope of work for this solicitation.

Answer: Abatement of any existing hazardous materials is the responsibility of the Contractor. Information on known potentially hazardous is attached to this addendum.

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

NAME OF COMPANY: ____________________________________________

Addendum Form 3 (rev 08/2012) Page 7 of 11
Attachment “A” Additional Details

TERMINAL 4 CONCOURSE H – POST SECURITY ENHANCEMENTS
RLI Number: 2007101-0-AV-01,
Work Authorization No.: RSH-T7-02
RSH No.: 206-0821-019
ENPLANING LEVEL MEN'S TOILET REFLECTED CEILING PLAN

1

RFI #2

REMOVE PORTION OF EXISTING ACOUSTIC CEILING TILE TO ALLOW INSTALLATION OF NEW PARTITION. PATCH CEILING TO MATCH EXISTING. (TYP)

REMOVE METAL COVE FASCIA & METAL COLUMN COVER. PROVIDE NEW COLUMN CLADDING AS PER DETAILS NO. 3/RFI #2 AND NO. 4/RFI #2

RELOCATED MEN'S TOILET IDENTIFICATION SIGN

SCALE: 1/4" = 1'-0"
BLACK METAL CLAD TO MATCH EXISTING

MEN'S TOILET CEILING @ ELEV +8'-0''

EXISTING ACOUSTIC CEILING

NEW SOFFIT @ ELEV +7'-11''

2'X2' STAINLESS STEEL CORNER GUARD TO MATCH EXISTING

NEW COLUMN CLADDING TO MATCH EXISTING

NEW WAINSCOT TO MATCH EXISTING

ELEVATION @ COLUMN - MEN'S TOILET

SCALE: 1/2'' = 1'-0''
NEW CLADDING TO MATCH EXISTING
NEW BRACKETS (COORDINATE W/ MANUFACTURER)
SEE PLAN FOR FINISH

NEW REVEAL TO MATCH EXISTING
NEW CLADDING TO MATCH EXISTING
NEW REVEAL TO MATCH EXISTING
NEW CLADDING TO MATCH EXISTING

CARTAYA & ASSOCIATES
ARCHITECTS P.A.
3077 E. COMMERICAL BLVD. SUITE 201
FT. LAUDERDALE, FLORIDA 33308
771-2724 FAX 776-4280

COLUMN DETAIL - MEN'S TOILET
SCALE: 3" = 1'-0"
NEW R.EVEAL TONEW CLADDING TO MATCH EXISTING
NEW BRACKETS (COORDINATE W/ MANUFACTURER)
SEE PLAN FOR FINISH
NEW CLADDING TO MATCH EXISTING

COLUMN DETAIL @ SOFFIT CONDITION - MEN'S TOILET
SCALE: 3' = 1'-0'

CARTAYA & ASSOCIATES ARCHITECTS P.A.
3077 E. COMMERCIAL BLVD. SUITE 201
FT. LAUDERDALE, FLORIDA 33308
771-2724 FAX 776-4280
6'X16 GA. METAL FRAMING TO EXISTING SUPPORT. FRAMING MUST MEET WIND LOADS DESIGN PRESSURE

EXTEND METAL STUDS AND SOUND BATT INSULATION TO DECK ABOVE

SUBMIT PRODUCT APPROVAL CERTIFICATION. LOUVER ATTACHMENT TO COMPLY WITH PRODUCT APPROVAL CERTIFICATION

DUCT WORK (SEE MECHANICAL DOCUMENTS)

INTERIOR

6'X16 GA. METAL FRAMING TO EXISTING SUPPORT. FRAMING MUST MEET WIND LOADS DESIGN PRESSURE

5/8' GYPSUM (M.R.) WALL BOARD

BOTTOM OF GYPSUM W.B. CEILING

ELEV +8'-0'

NEW FROSTED GLASS WINDOW

EXISTING METAL PANEL SUPPORT (VERIFY @ FIELD)

EXISTING EXTERIOR METAL PANEL

FLASHING. DARK BRONZE FINISH TO MATCH WINDOW FRAMES

SEALANT @ ENTIRE PERIMETER/RUBATEX GASKET

BIRD/INSECT SCREEN

VERFY @ FIELD

24"X24"

SEALANT @ ENTIRE PERIMETER/RUBATEX GASKET

EXISTING METAL PANEL SUPPORT (VERIFY @ FIELD)

EXISTING EXTERIOR METAL PANEL

FLASHING. DARK BRONZE FINISH TO MATCH WINDOW FRAMES

SEALANT @ ENTIRE PERIMETER

EXISTING EXTERIOR METAL PANEL

SEAL. ANT

NOTE: LOUVER TRIM COLOR TO BE DARK BRONZE TO MATCH EXISTING WINDOW FRAMES

SCALE: 1" = 1'-0"
VERIFY ROOF WARRANTY PRIOR TO PERFORMING ANY WORK ON ROOF. COORDINATE WITH BCAO.

- ROLLED FLASHING 4" DOWN INTO PIPE
- PLUMBING VENT STACK
- MASTIC AT EDGES OF ROOFING FELTS
- MODIFIED ROOFING FLASHING STRIP

VERIFY IF ADDITIONAL SUPPORT FRAME IS REQUIRED AROUND PENETRATION

- STRIP IN WITH TWO PIECES OF FELT. SET FLANGE BEFORE STRIPPING
- SET FLANGE IN MASTIC-PRIME FLANGE BEFORE STRIPPING

PLUMBING VENT Flashing

-- J

N.T.S. NOTE: ALL FLASHING SHALL BE ALUMINUM

CARTAYA & ASSOCIATES ARCHITECTS P.A.

3077 E. COMMERCIAL BLVD. SUITE 201
FT. LAUDERDALE, FLORIDA 33308
771-2724 FAX 776-4280
CONCESSION PARTITION

RFI #3

SCALE: 3/4" = 1'-0"

6" x 16 GA. METAL STUDS AT 16" O.C.

5/8" GYPSUM TIL, BOTH SIDES (TYPICAL)

PROVIDE 4 - 14" x 16" SQUARE GRILLES TO MATCH EXISTING LOCATIONS. VERIFY EQUIPMENT'S MANUFACTURER PRIOR TO INSTALLATION.

BASE TO MATCH EXISTING

SCHEDULED FLOOR FINISH (SEE FINISH SCHEDULE)

ELEV +7'-6'
MATCH EXISTING

(2) #12 TECS @ EACH STUD

EXISTING CONCRETE
Attachment “B” Asbestos Containing Material
5 ASBESTOS CONTAINING MATERIAL

This section describes the asbestos-containing materials (ACM) observed during the inspection. The quantities of material described herein are approximate and are not to be relied upon by asbestos abatement contractors for bidding purposes.

The material sampled and found to contain more than one percent (1%) asbestos is listed below.

<table>
<thead>
<tr>
<th>Homogeneous Area Number 90</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample No.: 5344-267</td>
</tr>
<tr>
<td>Material: Black Mirror Mastic</td>
</tr>
<tr>
<td>Location: Behind the Mirrors in the Majority of the Men's and Women's Restrooms</td>
</tr>
<tr>
<td>Results: 15% Chrysotile Asbestos</td>
</tr>
<tr>
<td>Quantity: Approximately 150 Square Feet</td>
</tr>
</tbody>
</table>

The material was in good condition and was non-friable.
6 CONCLUSIONS

The results of our observation and laboratory analysis indicate that non-friable asbestos containing mirror mastic was identified within the samples collected at the site.

There is no regulatory guideline that requires removal of this material unless it will be disturbed during renovation or remodeling activities. If the material is to be impacted or removed, the removal must be conducted by a Florida licensed asbestos abatement contractor, with prior notification to the appropriate Broward County and the State of Florida agencies.
Attachment “C” Seaman Corporation FiberTite Warranty
TO: FiberTite® Applicators
FROM: Becky Sacco
RE: FiberTite Warranty

Congratulations on the completion of another FiberTite® Roofing System.
Enclosed please find the warranty for the FiberTite® System.

You will find the original warranty and two copies. One copy is for your records; the original warranty and additional copy are to be signed by the building owner. The building owner should retain the original and send the signed copy to Seaman Corporation for our records. A self-addressed envelope has been enclosed for your convenience in returning our copy.

I would like to thank you in advance for your cooperation and help with the completion of the warranty.

Sincerely,

Becky Sacco
FiberTite® Warranty Services

Enclosures
SEAMAN CORPORATION COMMERCIAL ROOFING WARRANTY

WARRANTY NO. 20090561
MANUFACTURED: APRIL 2011
EFFECTIVE DATE: 11/27/2010

Building Owner: Fiberline Corporation
Building Address: 14225 E. White Lane, Fountain Hills, AZ 85268

Building Owner: SEAMAN CORPORATION
Building Address: 100 Aviation Road, Ft. Lauderdale, FL 33334

SEAMAN CORPORATION ("Company") warrants to the owner of this building ("Owner") that, subject to the terms & conditions hereof, and for a period of 20 years from the date of full completion of the installation of the Roofing System as hereinafter described, Seaman Corporation shall repair, replace, correct or indemnify Owner for the Building that are attributable to the Roofing System and/or the workmanship provided by a roofing applicator authorized by Seaman Corp. to install the Roofing System ("Authorized Applicator")

Terms & Conditions

1. Covered by this warranty, the Seaman Commercial Roofing System shall be free of manufacturing and installation defects, and shall perform to the performance guaranties provided by authorized applicators. Seaman Corporation guarantees that the roofing system shall be free from all manufacturing and installation defects, and shall perform to the performance guaranties provided by authorized applicators.

2. In order for this warranty to be effective, the Roofing System must have been installed by an Authorized Applicator and documented and approved for warranty by Seaman Corp.

3. Owner grants Seaman Corp. the right to enter, inspect and access the Building and to confirm and/or verify its warranty limits.

4. Owner shall provide Seaman Corp. access to the Building and to the warranties of any third parties, as necessary to perform the work under this warranty. Seaman Corp. shall not be responsible for any work performed by any third parties, even if approved by Seaman Corp.

5. In the event of any disputes or disagreements, the warranties of any third parties shall be subject to the resolution of Seaman Corp. in its discretion.

6. Seaman Corp. reserves the right to subcontract all or part of the work under this warranty.

7. This warranty shall not be applicable to any Building located outside of the United States, other than in Canada, Mexico, and Australia.

8. This warranty shall not be applicable to any Building located outside of the United States, other than in Canada, Mexico, and Australia.

9. This warranty shall not apply to any Building located outside of the United States, other than in Canada, Mexico, and Australia.

10. This warranty shall not apply to any Building located outside of the United States, other than in Canada, Mexico, and Australia.

11. This warranty shall not apply to any Building located outside of the United States, other than in Canada, Mexico, and Australia.

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27. This warranty shall not apply to any Building located outside of the United States, other than in Canada, Mexico, and Australia.

28. This warranty shall not apply to any Building located outside of the United States, other than in Canada, Mexico, and Australia.

29. This warranty shall not apply to any Building located outside of the United States, other than in Canada, Mexico, and Australia.

30. This warranty shall not apply to any Building located outside of the United States, other than in Canada, Mexico, and Australia.

Building Owner's Signature

1000 Venture Blvd., Wooster, OH 44691

SEAMAN CORPORATION

Executive Vice President

2/18/2010
FiberTite Single-ply manufactured membrane ("FiberTite Roof") consists of a puncture and abrasion resistant fabric with our proprietary Ketone Ethylene Estur (KEE) coating that can withstand weathering and environmental hazards, in accordance with the warranty set forth on the reverse side (the "Warranty"). To obtain optimum performance from your FiberTite Roof and in order to maintain the effectiveness of the Warranty over the lifetime of the Warranty, you must comply with all of the maintenance activities set forth below.

You must perform bi-annual inspections of your building roof in the spring and fall of the year, as well as immediately following any significant weather events, to make sure that your building roof is free of any conditions that may cause unnecessary injury to the roof deck, leading to expensive repairs and possible damage to the building interior. When performing a roof maintenance inspection you must check for punctures in the membrane sheet; open seams at the membrane overlaps and at the roof penetrations (soil stacks, curbs, platforms, etc.) as well as the parapet walls and/or edge details (use a blunt instrument, such as a screw driver, to inspect seam integrity); caulking at the termination bars, surface mounted regret and pitch pan sealants, any loose fasteners and nails, both on the roof field itself as well as on the wall and edge details; check drains and gutters to make sure that they are unlogged; and check to make sure that there is no water ponding on the roof. We have included a checklist to be used as a reference tool in performing such inspections.

You must also establish and maintain a policy of keeping unauthorized people off your roof and minimize the number of service personnel trips on your roof. You must place locks on all doors leading to your roof as well as post a sign that disallows entrance to unauthorized personnel. We have enclosed pressure sensitive labels with your Warranty that you must post on your roof exit doors. These labels refer to the slippery nature of the FiberTite Roof when it becomes wet from rain, snow, or ice conditions. Proper safety shoes must be worn if it is imperative that roof top work be performed under these weather conditions.

If you have a busy roof, i.e., one with much foot traffic, you must install walkways on the roof. Use of walkways will minimize the possibility of damage to the FiberTite Roof.

It is important to consider the roof covering whenever you add new products and/or processes to your building operation that will cause chemical contaminant venting onto your roof. Below is a list of chemicals that can cause harm to the FiberTite roof covering, especially if left ponding for several months (please note that the list of chemicals below is not an exhaustive list):

- Acetic Acid
- Benzene
- Ethyl Acetate
- Methyl Ethyl Ketone (MEK)
- Phenol
- Solvent Degreasers
- Aromatic Hydrocarbons
- Chlorox
- Furfural
- Nitric Acid
- Phosphoric Acid 75%
- Toluene
- Asphalt Materials
- Cooking Oil above 140°F
- Gasoline
- Paint Thinners
- Phthalate Plasticizer Above 100°F
- Xylene

You must consider the compatibility of the roof system should the building be used for a new purpose. Any installation of new roof top equipment, such as air conditioning equipment, requires the service of an authorized FiberTite contractor to install new flashings and other equipment so that no harm is caused to the integrity of the roof covering.

In addition to the bi-annual inspections referenced above, we recommend that you initiate a service contract with an authorized FiberTite contractor which allows for professional annual inspections and immediate corrective action for any potential roof damaging problems. Authorized FiberTite contractors have thorough knowledge of FiberTite roof technology and full service professional abilities in solving roof damaging problems. Contact your FiberTite representative or the FiberTite Technical Service Department for any assistance in locating these authorized contractors or for any questions about your FiberTite Roof.

Seaman Corporation: 1000 Venture Blvd., Wooster, Ohio 44691 tel. 800/927-8378 fax 800/649-2737
www.fibertite.com    www.seamancorp.com FiberTite® is a registered trademark of Seaman Corporation

FC-A
PARTIAL CHEMICAL REAGENT LIST
COMPATIBLE WITH FIBERTITE® MEMBRANE

<table>
<thead>
<tr>
<th>Chemical Name</th>
<th>Chemical Name</th>
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<tbody>
<tr>
<td>Ammonium Phosphate</td>
<td>Kerosene</td>
</tr>
<tr>
<td>Ammonium Sulphate</td>
<td>Magnesium Chloride</td>
</tr>
<tr>
<td>Antifreeze (Ethylene Glycol)</td>
<td>Magnesium Hydroxide</td>
</tr>
<tr>
<td>Animal Oil</td>
<td>Methyl Alcohol</td>
</tr>
<tr>
<td>ASTM Fuel A</td>
<td>Mineral Spirits</td>
</tr>
<tr>
<td>ASTM Oil #2</td>
<td>Naptha</td>
</tr>
<tr>
<td>Calcium Chloride Solutions</td>
<td>Lactic Acid</td>
</tr>
<tr>
<td>Calcium Hydroxide</td>
<td>Phosphoric Acid (50%)</td>
</tr>
<tr>
<td>20% Chlorine Solution</td>
<td>Potassium Chloride</td>
</tr>
<tr>
<td>Clorox</td>
<td>Potassium Sulphate</td>
</tr>
<tr>
<td>Conc. Ammonium Hydroxide</td>
<td>Raw Linseed Oil</td>
</tr>
<tr>
<td>Corn Oil</td>
<td>SAE-30 Oil</td>
</tr>
<tr>
<td>Crude Oil</td>
<td>Salt Water</td>
</tr>
<tr>
<td>Diesel Fuel</td>
<td>Sea Water</td>
</tr>
<tr>
<td>Ethyl Alcohol</td>
<td>Sodium Acetate Solutions</td>
</tr>
<tr>
<td>Fertilizer Solution</td>
<td>Sodium Bicarbonate Solutions</td>
</tr>
<tr>
<td>#2 Fuel Oil</td>
<td>Sodium Hydroxide (60%)</td>
</tr>
<tr>
<td>#6 Fuel Oil</td>
<td>Sodium Phosphate</td>
</tr>
<tr>
<td>Glycerin</td>
<td>Sulfuric Acid (50%)</td>
</tr>
<tr>
<td>Hydraulic Fluid</td>
<td>50% Tallow Acid</td>
</tr>
<tr>
<td>Hydrochloric Acid (50%)</td>
<td>Transformer Oil</td>
</tr>
<tr>
<td>Hydrofluoric Acid (5%)</td>
<td>Transformer Oil (PCB)</td>
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<tr>
<td>Hydrofluoric Acid (50%)</td>
<td>Turpentine</td>
</tr>
<tr>
<td>Hydrofluorosilic Acid (30%)</td>
<td>Urea Formaldehyde</td>
</tr>
<tr>
<td>Ivory Soap</td>
<td>Vegetable Oil</td>
</tr>
<tr>
<td>JP-4 Jet Fuel</td>
<td>Zinc Chloride</td>
</tr>
</tbody>
</table>

The above compatibility list must be conditioned by chemical concentrate percentage and temperature. For example, if animal fats are vented through the stack at high temperatures, 200°F, the membrane may be scorched and damaged. Please send your attention any specific data pertinent to your needs for us to analyze.

FiberTite is a registered trademark of Seamzon Corporation
Attachment “D” Addendum No. 2 – Revised Fixture Schedule and Sketches

TERMINAL 4 CONCOURSE H – POST SECURITY ENHANCEMENTS
RLI Number: 2007101-0-AV-01,
Work Authorization No.: RSH-T7-02
RSH No.: 206-0821-019
## FIXTURE SCHEDULE

**EQUIPMENT SELECTION BASED ON AMERICAN STANDARD**

**SYMBOL** | **ITEM DESCRIPTION** | **SYSTEM CONNECTIONS** | **REMARKS:**
--- | --- | --- | ---

| P.1 | WATER CLOSET (STD) HARD WIRED SENSOR OPERATED | CW 1" | HW --- | TRAP INTEGRAL | 4 | WALL MOUNTED FLUSH VALVE 1.28 GPF. BY CONTRACTOR - MODEL 3351.712 |
| P.1A | WATER CLOSET (STD) HARD WIRED SENSOR OPERATED | CW 1" | HW --- | TRAP INTEGRAL | 4 | FLOOR MOUNTED FLUSH VALVE 1.28 GPF. BY CONTRACTOR - MODEL 3451.7.12 |
| P.2 | WATER CLOSET (ADA) HARD WIRED SENSOR OPERATED | CW 1" | HW --- | TRAP INTEGRAL | 4 | WALL MOUNTED FLUSH VALVE 1.28 GPF. BY CONTRACTOR - MODEL 3352.712 |
| P.3 | LAVATORY & FAUCET (ADA) HARD WIRED SENSOR OPERATED | CW ½" | HW --- | TRAP 1½" | 2 | WALL HUNG WITH .5 GPM AERATOR, SEE NOTE 4 - MODEL 8124.131 |
| P.4 | LAVATORY & FAUCET (STD) HARD WIRED SENSOR OPERATED | CW ½" | HW --- | TRAP 1½" | 2 | EXPRESS DECK LAVATORY STATION WITH .5 AERATOR BY CONTRACTOR |
| P.5 | URINAL HARD WIRED SENSOR OPERATED | CW ¾" | HW --- | TRAP 2" | 4 | WALL HUNG 1/8 GPF - MODEL 6590.530 |
| P.6 | NOT USED | CW --- | HW --- | TRAP --- | --- | --- |
| P.7 | HOSE BIBB | CW ¾" | HW --- | TRAP --- | 5 | SEE NOTE 3 |

**NOTES:**

1. PROVIDE ACCESS PANELS FOR EACH GANG OF VALVES.
2. PROVIDE AND INSTALL TRAP AND SUPPLY LINE INSULATION KIT. FOR ADA LAVATORY'S.
3. HOSE BIBB WITH VACUUM BREAKER. WOODFORD MODEL B24 OR APPROVED BY ENGINEER.
4. (ADA) SET @ 34" A.F.F.
5. ALL PLUMBING FIXTURES & FIXTURE FITTINGS SHALL COMPLY WITH FBC PLUMBING TABLE SEC.604.4 & SEC.604.
6. PLUMBING FIXTURES SHOWN OR EQUAL SHALL BE PROVIDED BY CONTRACTOR WITH SHOP DRAWINGS ON EACH FIXTURE SUBMITTED FOR APPROVAL BY THE OWNER & ARCHITECT.
7. SEE SHEET A150, FIXTURE SCHEDULE NOTE ONE, FOR RESTROOM SINKS.
Solicitation No.: Z1092417C1
Solicitation Title: Terminal 4 – Concourse "H" – Post Security Enhancements (NSM)

Date Of Addendum: February 6, 2013

Attention all potential bidders:

Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All “MUST” addenda are considered a matter of responsiveness. “MUST” addenda must be returned with your Bid submittal or acknowledged on the Bid Tender Form. Failure of a Submitter to 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 has been revised as follows: Wednesday, February 27, 2013 at 2:00 pm. Location remains the same.

2. The deadline for receipt of questions concerning the technical specifications pertaining to this bid is fourteen (14) calendar days prior to the Bid Opening Date as stated in Section 002100 Instructions to Bidders, Item 2.

3. Request for Information:

Question: What are the Model Numbers of the 4 Roof Top Units AHU H-1 to AHU H-4 shown on Sheet M210?

Answer: There are no model numbers, they are Climacraft custom air handling units.

Question: How is the roof accessed to work on the 4 Roof Top Units shown on Sheet M210?

Answer: You must be badged or escorted, coordination for roof access is through BCAD maintenance.
Question: Sheet M210, Note #6 mentions coordinating with Johnson Controls. Will JCI do this under their present contract or will they be pricing this job??

**Answer:** Johnson Controls Inc. will price this as a part of this contract.

Question: Sheet M210, Note #1 for each of the roof top AHU - What is the location of the air flow stations? Are they accessible from the roof?

**Answer:** The outside airflow stations are located inside the air handler units at the outside air inlet.

Question: It will be necessary to core drill slab and roof. Confirm these slabs are not post tensioned and x-ray is not required.

**Answer:** Controls, as stated are existing, there is no need to penetrate the roof.

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

**NAME OF COMPANY:** ____________________________________________
NOTICE FOR BIDS

Solicitation No.: Z1092417C1
Solicitation Title: Terminal 4 – Concourse H – Post Security Enhancements (Non-Sheltered Market)

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 Terminal 4 – Concourse H – Post Security Enhancements, Bid No. Z1092417C1 will be received by the Board of County Commissioners until 2:00 p.m. on Wednesday, February 13, 2013, at the offices of the Purchasing Division of Broward County, Governmental Center, Room 212, 115 S. Andrews Ave., Fort Lauderdale, FL 33301. Bids will be publicly opened and read thereafter.

Scope of Work: Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidental for the Post Security enhancements at Terminal 4 Concourse ‘H’ consist of construction of new men’s restroom on the west side of Concourse ‘H’ , remodeling of existing men’s/women’s restrooms into single women’s restroom. Work also includes new water and sanitary sewer utilities for the new/remodeled restrooms and relocated Dunkin Donuts concession. Installation of new indirect light fixtures over trays, and replacement of all acoustical ceiling tiles (ceiling grids to remain and linear diffusers to remain). Installation of new carpet throughout Concourse ‘H’ and jet bridges painting of all public facing surfaces. Modify seating layout, electrical floor boxes added for new charging stations.

Pre-bid Conference: Friday, January 25, 2013, at 1:00 pm Broward County Aviation Department, Airport Commerce Park, Building 2, 4101 Ravenswood Road, Suite 219, Fort Lauderdale, FL 33312

Purchase of the Project Manual: Reynolds, Smith and Hills, Inc., 3125 West Commercial Blvd, Suite 130, Fort Lauderale, FL 33309, Attn: Michael Moore, 954-236-7379, for a non-refundable charge of $350.00

Inspection of the Project Manual: Purchasing Division of Broward County, Governmental Center, Room 212, 115 S. Andrews Ave., Fort Lauderdale, FL 33301.

Goal Participation: Community Business Enterprise (CBE) goal is 21%.

County/State License Requirements: In order to be considered a responsive bidder for the scope of work set forth in these bid documents, the bidder must possess the following license(s) at the time of bid submittal:

STATE: Certified General Contractor

OR

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

Notice for Bid Form 154 (11/2012)
Project Manager: Curtis Celestine, 954-359-2590 or by email at ccelestine@broward.org

Purchasing Agent: Michal Durden, 954-359-1027 or by email at mdurden@broward.org

Addenda: All Addenda will be posted to the Broward County Purchasing Division website under “Current Solicitations” at http://www.broward.org/purchasing/Pages/Default.aspx. Bidders shall be responsible for obtaining, reviewing, and executing addenda.

Bid Guaranty: Each bid shall be accompanied by a bid guaranty in an amount equal to five percent (5%) of the bid amount.

Cone of Silence: The Cone of Silence is in effect for this project. 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.

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.

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

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.
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
## Contents

- DIRECTOR OF PURCHASING LETTER ................................................................. 2
- SECTION 001100-1: NOTICE .................................................................. 5
- SECTION 001100-2: NOTICE OF INVITATION TO BID ...................... 6
- SECTION 001100-3: SCOPE OF WORK .................................................. 7
- SECTION 002000: DEFINITIONS ............................................................. 8
- SECTION 002100: INSTRUCTIONS TO BIDDERS ......................... 11
- SECTION 002200: INSTRUCTIONS TO BIDDERS SUPPLEMENT ... 21
- SECTION 002201: OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT REQUIREMENTS .......................................................... 22
- SECTION 002202: CERTIFICATION, LICENSING AND REGISTRATION REQUIREMENTS... 23
- SECTION 002203-1: INSURANCE REQUIREMENTS (NON-OCIP) ........ 24
- SECTION 002203-2: INSURANCE REQUIREMENTS (OCIP) ............... 25
- SECTION 002204: PUBLIC BID DISCLOSURE ACT ......................... 36
- SECTION 002205: WAGE REQUIREMENTS ........................................... 36
- SECTION 002205-1: WAGE RATE TABLES .......................................... 37
- SECTION 003100: AVAILABLE PROJECT INFORMATION ............... 50
- FORM 004113-1: BID TENDER ............................................................ 51
- FORM 004113-2: SCHEDULE OF PRICES BID ......................... 54
- FORM 004300: DOMESTIC PARTNERSHIP CERTIFICATION FORM ... 56
- FORM 004313: UNCONDITIONAL LETTER OF CREDIT ...................... 58
- FORM 004339-1: LETTER OF INTENT ............................................. 60
- FORM 04339-2: APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT ............. 61
- FORM 004513: BIDDER QUALIFICATIONS QUESTIONNAIRE ......... 62
- FORM 004513-1: LITIGATION HISTORY .......................................... 68
- FORM 004520: INSURANCE REQUIREMENTS/SAMPLE CERTIFICATE ... 69
- FORM 004546-1: DRUG FREE WORKPLACE CERTIFICATION ......... 70
- FORM 004546-2: NON-COLLUSION CERTIFICATE ............................. 72
- FORM 004546-3: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS) .......................................................... 73
- FORM 004546-4: LOBBYIST REGISTRATION .................................. 74
- FORM 004546-5: SCRUTINIZED COMPANIES CERTIFICATION ....... 75
- FORM 004546-6: TRENCH SAFETY ACT CERTIFICATION .......... 76
- FORM 004546-7: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION .... 77
<table>
<thead>
<tr>
<th>FORM/SECTION</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>004546-8</td>
<td>EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION</td>
</tr>
<tr>
<td>004546-8</td>
<td>RECYCLED CONTENT INFORMATION</td>
</tr>
<tr>
<td>005200-007300</td>
<td>CONTRACT SECTIONS OF CONSTRUCTION CONTRACT DOCUMENTS</td>
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<td>007500-01</td>
<td>PERFORMANCE BOND</td>
</tr>
<tr>
<td>007500-02</td>
<td>PAYMENT BOND</td>
</tr>
<tr>
<td>007500-03</td>
<td>CERTIFICATE AS TO CORPORATE PRINCIPAL</td>
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<tr>
<td>007500-04</td>
<td>FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS $500,000.00 OR LESS</td>
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<td>UNCONDITIONAL LETTER OF CREDIT (PERFORMANCE AND PAYMENT GUARANTY) FORM</td>
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<td>STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)</td>
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<tr>
<td>007500-07</td>
<td>STATEMENT OF COMPLIANCE (DAVIS BACON ACT)</td>
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<tr>
<td>007500-08</td>
<td>CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS</td>
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<td>CERTIFICATE OF SUBSTANTIAL COMPLETION</td>
</tr>
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<td>FORM OF FINAL RECEIPT</td>
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<td>DRAWINGS INDEX</td>
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<td>GENERAL REQUIREMENTS/TECHNICAL SPECIFICATIONS</td>
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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 Projects/Aviation Department
(Using Division)

Marc Gambrill
(Director - Contract Administrator)

Reynolds, Smith and Hills, Inc.
(Consultant, if applicable)

Approved by:

[Signatures]

Contract Administrator
Date 1/21/12

Purchasing Agent
Date 1/8/13

Risk Management Division
Date 1/2/13

OESBD
Date 1/8/13

9-12-2012
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 Terminal 4 – Concourse H – Post Security Enhancements for the Capital Improvement Projects/Aviation Department.

Bid No. Z1092417C1, 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, February 13, 2013, 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 Friday, January 25, 2013, at 1:00 pm at the following location:

Broward County Aviation Department/
Airport Commerce Park, Building 2;
4101 Ravenswood Road, Suite 219,
Fort Lauderdale, FL 33312

Attendance at the Pre-bid Conference is highly encouraged and recommended as a source of information but is not mandatory.

Attendance at the Pre-bid 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 Reynolds, Smith and Hills, Inc., 3125 West Commercial Boulevard, Suite 130, Fort Lauderdale, FL 33309, 954-236-7979, Contact: Michael Moore for a charge of $350.00, payable by cash or check.

Make checks payable to: Reynolds, Smith and Hills, 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:

Post Security enhancements at Terminal 4 Concourse 'H' consist of construction of new men's restroom on the west side of Concourse 'H', remodeling of existing men's/women's restrooms into single women's restroom. Work also includes new water and sanitary sewer utilities for the new/remodeled restrooms and relocated Dunkin Donuts concession. Installation of new indirect light fixtures over trays, and replacement of all acoustical ceiling tiles (ceiling grids to remain and linear diffusers to remain). Installation of new carpet throughout Concourse 'H' and jet bridges painting of all public facing surfaces. Modify seating layout, electrical floor boxes added for new charging stations.

Location of Work: Terminal 4 Concourse 'H' (Airside) – 300 Terminal Drive, Fort Lauderdale, FL 33315
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: Michal Durden, Purchasing Agent, at 954-359-1027 or by email at mdurden@broward.org and Curtis Celestine, Project Manager, at 954-359-2590 or by email at ccelestine@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: as applicable, one of the following wage rates shall apply:

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: Not applicable for this solicitation.

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:

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<tr>
<th>Estimated Contract Amount</th>
<th>Filing Fee</th>
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<tr>
<td>$30,000 - $250,000</td>
<td>$500</td>
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<td>$250,001 - $500,000</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 OCIP) within fifteen (15) calendar days after notification of award of the Contract. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID GUARANTY. The guaranty of the successful Bidder shall be forfeited to the Board of County Commissioners as liquidated damages, not as a penalty, for the cost and expense incurred should 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**: 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 employees spouses, with certain exceptions as provided by the Ordinance. The Domestic Partnership Certification (Form 004300) 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-responsible. 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.

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:** 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:** Not applicable for this solicitation.
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:** Not applicable for this solicitation.
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 the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then 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, the 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 other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Contractor acknowledges and understands that the forgoing 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. In accordance with Ordinance No. 2012-33, Broward County Business Opportunity Act of 2012, the County Business Enterprise (CBE) Program is applicable to this contract. All bidders responding to this solicitation should utilize, or attempt to utilize, CBE firms to perform at least the assigned participation goal for this contract. The assigned CBE participation goal for this contract is 21%.

2. Compliance with CBE participation goal requirements is a matter of responsibility; required information should be submitted with bid submittal. If not provided with bid submittal, the bidder must supply information within three business days of the Office of Economic and Small Business Development's (OESBD) request. Bidder may be deemed non-responsible for failure to fully comply within stated timeframes.

3. **CBE Program Requirements for Submitting Bids**: a bidder should include in its bid submittal Form 004339-1 Letter of Intent, for each certified CBE firm the bidder intends to use to achieve the assigned CBE participation goal.

4. **CBE Program Requirements for Submitting Good Faith Effort**: If a bidder is unable to attain the CBE participation goal, the bidder should include in its bid submittal Form 004339-2, Application for Evaluation of Good Faith Effort and all of the required supporting information.

5. The bidder shall only address the base bid for CBE goal participation. No alternate/optional bid item(s) shall be addressed. If the County chooses to exercise the right to award alternate/optional bid item(s), the CBE participation goal for this bid shall apply to the alternate/optional bid item(s) recommended to be awarded. The County shall issue a notice to the apparent successful bidder requiring the bidder to comply with the CBE participation goal for the alternate/optional bid item(s); bidder shall submit all required forms prior to award. Failure to submit the required forms may result in rejection of the bid.


7. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at: [http://www.broward.org/EconDev/SmallBusiness/Pages/Default.aspx](http://www.broward.org/EconDev/SmallBusiness/Pages/Default.aspx)
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**

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

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/ocipsafetymanual.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. CONTRACTOR 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 (airside coverage is required for this project).

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></th>
<th>Enrolled Parties/Excluded Parties</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
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...
review. If the CONTRACTOR or its Subcontractors fail to timely comply with any provisions of this Contract concerning the OCIP, COUNTY may withhold any payments due to CONTRACTOR and/or its Subcontractors of any tier until such time as they have complied. Such withholding by COUNTY shall not be deemed to be a default under the Contract Documents.

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:

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

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

SECTION 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: FL130009 01/04/2013 FL9

Superseded General Decision Number: FL20120009

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>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>01/04/2013</td>
</tr>
</tbody>
</table>

CARP0079-001 04/01/2009

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOB0079-001</td>
<td>09/01/2012</td>
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</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARPENTER (Form Work Only)</td>
<td>$ 22.20</td>
</tr>
</tbody>
</table>

* ELEC0728-008 09/01/2012
ELECTRICIAN

Excluding HVAC Temperature

Controls .................. $28.46  9.12

ELEV0071-001 01/01/2012

ELEVATOR MECHANIC ............. $38.84  23.535+a

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.

ENGI0487-005 01/01/2010

OPERATOR: Backhoe ............. $27.57  8.78
OPERATOR: Concrete Pump, Truck Mounted
    With Boom Attachments When
    Manned With One Operator....$ 28.30 8.78
    With Boom Attachments With
    Two Operators..............$ 25.05 8.78

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;
Boom Truck .................. $ 28.30  8.78
Cranes with Boom Length
Less than 150 Feet (With
or without jib); Hydro
Cranes 25 Tons & Under, &
Over 50 Tons (With
Oiler/Apprentice); Boom
Truck.......................... $ 27.57  8.78

OPERATOR: Loader ............... $ 24.89  8.78
OPERATOR: Mechanic .......... $ 27.57  8.78
OPERATOR: Oiler ............... $ 22.24  8.78

IRON0272-003 10/01/2011

Rates Fringes

IRONWORKER, ORNAMENTAL,
REINFORCING AND STRUCTURAL...... $ 23.94  5.93

PAINT0365-001 08/01/2010

Rates Fringes

PAINTER: Brush, Steel and
Spray (Excludes Drywall Finishing/Taping)............$ 16.00 6.20

PLUM0719-001 09/01/2010

RATES Fringes

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

RATES Fringes

SPRINKLER FITTER (Fire Sprinklers)..............$ 27.93 16.44

SHEE0032-009 01/01/2009

9-12-2012
<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER, Includes HVAC Duct Installation</td>
<td>$24.42</td>
</tr>
<tr>
<td>BRICKLAYER</td>
<td>$18.93</td>
</tr>
<tr>
<td>CARPENTER, Includes Acoustical Ceiling Installation, Cabinet Installation, and Drywall Hanging (Excludes Form Work)</td>
<td>$16.84</td>
</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$14.00</td>
</tr>
<tr>
<td>ELECTRICAL INSTALLER (HVAC/Temperature Control Installation)</td>
<td>$20.41</td>
</tr>
<tr>
<td>FENCE ERECTOR</td>
<td>$10.00</td>
</tr>
<tr>
<td>FLOOR LAYER: Carpet</td>
<td>$19.00</td>
</tr>
</tbody>
</table>

9-12-2012
GLAZIER.......................... $ 17.00 0.00

HVAC MECHANIC (HVAC Pipe Installation)........... $ 20.34 2.89

HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct)............. $ 17.91 2.64

INSTALLER - OVERHEAD DOOR........... $ 13.50 0.00

LABORER: Asphalt Raker.......... $ 10.40 0.00

LABORER: Asphalt Shoveler....... $ 7.88 0.00

LABORER: Common or General..... $ 12.36 2.42

LABORER: Concrete Saw (Hand Held/Walk Behind)........ $ 12.63 0.00

LABORER: Mason Tender - Brick.. $ 10.75 0.00

LABORER: Mason Tender - Cement/Concrete........... $ 12.83 1.90

9-12-2012
LABORER: Pipelayer ............. $ 14.30 1.24

LABORER: Roof Tearoff ........... $ 8.44 0.00

LABORER: Landscape and
Irrigation ....................... $ 11.96 0.63

MECHANICAL INSULATOR,
Including Duct and Pipe ....... $ 14.25 2.16

OPERATOR: Asphalt Spreader .... $ 11.41 0.00

OPERATOR: Bulldozer ............. $ 16.21 0.00

OPERATOR: Distributor .......... $ 12.37 0.00

OPERATOR: Excavator .......... $ 11.00 0.00

OPERATOR: Forklift ............. $ 14.00 0.00

OPERATOR: Grader/Blade ......... $ 13.73 0.00

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete) ..... $ 12.75 0.00

9-12-2012
<table>
<thead>
<tr>
<th>OPERATOR: Roller</th>
<th>$10.94</th>
<th>0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATOR: Screed</td>
<td>$13.05</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Tractor</td>
<td>$9.91</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Trencher</td>
<td>$11.75</td>
<td>0.00</td>
</tr>
</tbody>
</table>

| PAINTER: Roller, Includes Drywall Finishing/Taping | $13.25 | 3.45 |

<table>
<thead>
<tr>
<th>PIPEFITTER, Excludes HVAC</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pipe Installation</td>
<td>$17.85</td>
</tr>
</tbody>
</table>

| PLASTERER | $18.25 | 0.00 |

| ROOFER (Installation of Metal Roofs Only) | $22.49 | 0.00 |

| ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs) | $13.59 | 0.00 |

| TILE SETTER | $14.45 | 0.00 |

9-12-2012

Page 45 of 105
TRUCK DRIVER: 3 Axle Truck......$ 10.50  0.80

TRUCK DRIVER: Dump Truck.......$ 10.00  0.00

TRUCK DRIVER: Lowboy Truck......$ 13.78  0.00

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

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

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

Union Identifiers
An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The first
four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

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

===================================

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

9-12-2012
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator. (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

================================================================
END OF GENERAL DECISION
SECTION 003100: AVAILABLE PROJECT INFORMATION

003113 Preliminary Schedules: Not for this solicitation.
003116 Project Budget Information: Not for this solicitation.
003119 Existing Condition Information: Not for this solicitation.
003121 Survey Information: Not for this solicitation.
003124 Environmental Assessment Information: Not for this solicitation.
003125 Existing Material Information: Not for this solicitation.
003126 Existing Hazardous Material Information: Not for this solicitation.
003131 Geophysical Information: Not for this solicitation.
003132 Geotechnical Data: Not for this solicitation.
003143 Permit Applications: Not for this solicitation.
003146 Permits: Not for 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.

9-12-2012
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:

______________________________

______________________________

______________________________

______________________________
(Sign below if not incorporated)

WITNESSES:

________________________________________

________________________________________

(Signature)

(Type or Print Name of Bidder)

(Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST:

________________________________________

(Type or Print Name of Corporation)

(Signature and Title)

(CORPORATE SEAL)

(Incorporated under the laws of the State of _______________)

9-12-2012
**FORM 004113-2: SCHEDULE OF PRICES BID**

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price Per Lump Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>G100-1 Performance and Payment Guaranty and Auto Insurance*</td>
<td>1LS</td>
<td>$__________</td>
</tr>
<tr>
<td>G100-2 Mobilization*</td>
<td>1LS</td>
<td>$__________</td>
</tr>
<tr>
<td>G100-3 Excess Mobilization, Insurance, and Bonds</td>
<td>1LS</td>
<td>$__________</td>
</tr>
<tr>
<td>G100-4 Terminal 4 Concourse H Post Security Enhancement Renovation and Reconfiguration per contract Specifications and drawings</td>
<td>1LS</td>
<td>$__________</td>
</tr>
<tr>
<td>G100-5 <strong>Allowance for miscellaneous unforeseen conditions concealed behind walls, under floors or above ceilings. Items may include damaged, degraded, code violations or differing conditions of structural, mechanical, electrical, plumbing, fire alarm or fire sprinkler systems. This allowance item is based on engineers estimate.</strong></td>
<td></td>
<td>$56,000</td>
</tr>
<tr>
<td>G100-6 <strong>Allowance for floor preparation in the carpeted area. This allowance item is based on engineers estimate.</strong></td>
<td></td>
<td>$23,075</td>
</tr>
<tr>
<td>G100-7 <strong>Allowance for ten percent (10%) existing ceiling grid replacement. This allowance item is based on engineers estimate.</strong></td>
<td></td>
<td>$4,892</td>
</tr>
</tbody>
</table>

**Grand Total Bid Amount G100-1 thru G100-7** $__________
* The Performance and Payment Guaranty and Auto insurance (Pay Item G100-1) and Mobilization (Pay Item G100-2) prices bid each 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 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.

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, Section G-100. Include allowable percentage with your monthly pay request.

Print Name of Bidder: ____________________________________________________________
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 __________________________, 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: __________________________

9-12-2012

Page 57 of 105
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 ______________________ 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 ______________________."
FORM 004313: UNCONDITIONAL LETTER OF CREDIT (continued)

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

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>
</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.

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

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)

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

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

CBE Letter of Intent July 2012

9-12-2012
APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
Pursuant to
Business Opportunity Act of 2012, Sec. 1-81.5(e)

RLI / BID NO.: ___________ PROJECT NAME: _________________________

PRIME CONTRACTOR

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 Business Opportunity Act of 2012 (the Act), the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under Section 1-81.5(e) of the 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 1-81.5(e) 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 Director of the Office of Economic and Small Business Development, and is not subject to appeal.

SIGNATURE: __________________________________________

PRINT NAME / TITLE: ______________________________________

DATE: ________________________________________________

9-12-2012
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>
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</table>

1.1. What business are you in? ________________________________

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

__________________________________________________________

__________________________________________________________

__________________________________________________________

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

__________________________________________________________

__________________________________________________________

__________________________________________________________

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

__________________________________________________________

__________________________________________________________

PRINT NAME OF BIDDER: ________________________________________

9-12-2012
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>
<thead>
<tr>
<th>(Contact Name)</th>
<th>(Address)</th>
<th>(Phone No.)</th>
<th>(Contract Number)</th>
<th>(Project Value)</th>
<th>(Date Services Provided)</th>
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Scope of Project:

<table>
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<tr>
<th>(Organization/Company)</th>
<th>(Project Name)</th>
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<th>(Project Name)</th>
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<tr>
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<th>(Phone No.)</th>
<th>(Contract Number)</th>
<th>(Project Value)</th>
<th>(Date Services Provided)</th>
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</tbody>
</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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

(Continue list on insert sheet, if necessary.)

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

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

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

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

PRINT NAME OF BIDDER: ________________________________

9-12-2012
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.


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: ____________________________

9-12-2012

Page 65 of 105
11.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past three (3) years. Include in the description the disposition of each such petition.

____________________________________________________________________

____________________________________________________________________

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

____________________________________________________________________

____________________________________________________________________

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

____________________________________________________________________

____________________________________________________________________

12.2 Under what conditions does the Respondent request Change Orders.

____________________________________________________________________

____________________________________________________________________

PRINT NAME OF BIDDER: ________________________________

9-12-2012
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.
**FORM 004513-1: LITIGATION HISTORY**

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

**NAME OF BIDDER:** 

---

9-12-2012   Page 68 of 105
**FORM 004520: INSURANCE REQUIREMENTS/SAMPLE CERTIFICATE**

Insurance Request for Terminal 4 Concourse H Post Security Enhancements

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>GENERAL LIABILITY</td>
<td>Body Injury</td>
</tr>
<tr>
<td>AUTO LIABILITY</td>
<td>Body Injury (each person)</td>
</tr>
<tr>
<td>EXCESS LIABILITY</td>
<td>Body Injury and Property Damage Combined</td>
</tr>
<tr>
<td>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)</td>
<td>[x] STATUTORY</td>
</tr>
<tr>
<td>POLLUTION LIABILITY</td>
<td>If applicable, Covered by County's OCIP Program</td>
</tr>
</tbody>
</table>

Max. Ded. 10K all perils except wind or flood

CONTRACTOR RESPONSIBLE FOR DEDUCTIBLE wind peril not to exceed 5% of project value.

**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, RLRFP, and project manager.

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

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

**Name & Address of Certificate Holder**

Broward County
2200 Southwest 45th Street, Suite 101
Dania Beach, FL 33312

**RE: [G. Celestine, BCAD]**

9-12-2012

Page 69 of 105
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) 

9-12-2012
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)

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)

9-12-2012
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.

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

9-12-2012
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 ____________

The foregoing instrument was acknowledged before me this __ day of ____________, 20__, by ______________________ of ________________ who produced ______________________ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

My commission expires: ________________

9-12-2012
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)
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: ____________________

9-12-2012 Page 75 of 105
FORM 004546-6: TRENCH SAFETY ACT CERTIFICATION

Not applicable to this solicitation.
FORM 004546-7: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION

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 (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)

___________________________

(Print Name)

My commission expires: ________

9-12-2012
FORM 004546-8: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM
CONTRACTOR CERTIFICATION

Not applicable to this solicitation.
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.

9-12-2012
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 4 - Concourse “H” – Post Security Enhancements
PROJECT FORM 007500-1: PERFORMANCE BOND

BY THIS BOND, We ________________________________, as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 

 Phone: 

and ________________________________, as Surety, under the assigned Bond Number __________, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of __________________________ Dollars ($___________) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: _____________, awarded the _____ day of ______________, 20___, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) 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

9-12-2012
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:
__________________________
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.: ________________

9-12-2012
PROJECT FORM 007500-2: PAYMENT BOND

BY THIS BOND, We ________________________, as Principal, hereinafter called CONTRACTOR, located at:

Business Address: ________________________

Phone: ________________________

and ________________________, as Surety, under the assigned Bond Number ________________________, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of ________________________ Dollars ($__________) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: ____________, awarded the _____ day of ______________, 20___, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

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

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;

9-12-2012
THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

a) A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, serve notice to CONTRACTOR that it intends to look to the bond for protection.

b) A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall no earlier than 45 days, but within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, serve notice to CONTRACTOR and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

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

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

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

Signed and sealed this _____ day of __________________, 20__.
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.: ________________
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

) SS.

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared ____________________________ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond (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 ____________________________

9-12-2012
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
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___.

(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)

(NAME OF OFFICER TAKING ACKNOWLEDGMENT)

(TITLE OR RANK)

(SERIAL NUMBER, IF ANY)

My commission expires:

________________________

9-12-2012
PROJECT FORM 007500-5: UNCONDITIONAL LETTER OF CREDIT
(PERFORMANCE AND PAYMENT GUARANTY) 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)
Drafts must bear the clause: "Drawn under Letter of Credit No.______________, of _____________________________, dated _____________________________."

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 _____________________________.

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

9-12-2012
PROJECT FORM 007500-6: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)

No. ____________________

Contract No. ____________________

Project Title: ________________________________________________________________

The undersigned CONTRACTOR hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Broward County Ordinance No. 83-72 and the applicable conditions of the Contract.

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__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires: ____________________

(Serial number, if any)

9-12-2012
PROJECT FORM 007500-7: STATEMENT OF COMPLIANCE (DAVIS BACON ACT)

Not applicable for this solicitation.
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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<tbody>
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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__.

          (NOTARY SEAL)

(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. ____________________

Project (Name and Address): ________________________________

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.
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. ________________

Project (Name and Address): ____________________________________________

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

9-12-2012                                      Page 99 of 105
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. ____________________________

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: ____________________________

Secretary ____________________________

By ____________________________

Title ____________________________

(CORPORATE SEAL) ____________________________

Date: ____________________________

[If not incorporated sign below.]

CONTRACTOR

WITNESSES: ____________________________

______________________________

(Name) ____________________________

By ____________________________

Date: ____________________________

9-12-2012

Page 100 of 105
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: [Project Title, 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)

(Signature)

Commission No: _____ Expires: ___ / ___ / ___

State of __________________________ at Large
SECTION 009500: DRAWINGS INDEX

GENERAL
001 - COVER SHEET
002 - INDEX TO DRAWINGS

ARCHITECTURAL
D100 - ENPLANING LEVEL DEMO ON FLOOR PLANS
LS110 - ENPLANING LEVEL LIFE SAFETY
A110 - ENPLANING LEVEL FLOOR PLANS
A120 - ENPLANING LEVEL SEATING PLANS
A130 - ENPLANING LEVEL FLOOR FINISH PLANS
A150 - ENPLANING LEVEL WOMEN'S TOILET PLANS
A160 - ENPLANING LEVEL MEN'S TOILET PLANS
A170 - ENPLANING LEVEL WOMEN'S & MEN'S TOILETS REFLECTED CEILING PLANS
A180 - ENPLANING LEVEL WOMEN'S & MEN'S TOILETS INTERIOR PARTITIONS
A210 - ENPLANING LEVEL REFLECTED CEILING PLAN
A310 - ENPLANING LEVEL PHASING PLAN

MECHANICAL
M001 - MECHANICAL LEGEND & NOTES
M110 - PARTIAL MECHANICAL PLAN
M210 - CONCOURSE H ROOF PLAN

ELECTRICAL
E001 - ELECTRICAL NOTES, SPECIFICATIONS, LEGEND, & FIXTURE SCHEDULE
E110 - PARTIAL LIGHTING AND FIRE ALARM PLAN
E111 - PARTIAL LIGHTING AND FIRE ALARM PLAN
E210 - PARTIAL POWER PLAN
E211 - PARTIAL POWER PLAN
E601 - ELECTRICAL ONE LINE RISER DIAGRAM

PLUMBING
P001 - PLUMBING NOTES, LEGEND, & DETAILS
P110 - SANITARY PLUMBING PLAN
P111 - DOMESTIC WATER PLUMBING PLAN
P150 - PLUMBING RISER DIAGRAM
P151 - PLUMBING RISER DIAGRAM

FIRE PROTECTION
F001 - FIRE PROTECTION NOTES AND SCHEDULES
F110 - FIRE PROTECTION PLAN

9-12-2012
SECTION 010000: GENERAL REQUIREMENTS/TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS
01010 SUMMARY OF WORK 01-03
01027 APPLICATIONS FOR PAYMENT 01-03
01039 COORDINATION OF WORK 01-03
01040 PROJECT COORDINATION 01-03
01045 CUTTING AND PATCHING 01-05
01095 REFERENCE STANDARDS AND DEFINITIONS 01-04
01110 AIRPORT PROJECT PROCEDURES 01-10
01250 REQUESTS FOR INFORMATION (RFI), SUPPLEMENTAL INSTRUCTIONS (SI) AND FIELD ORDERS (FO) 01-05
01313 CONSTRUCTION SCHEDULING MANAGEMENT SYSTEM 01-03
01315 PROGRESS SCHEDULE (COMPUTERIZED CPM) 01-09
01340 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES 01-17
01370 SCHEDULE OF VALUES 01-04
01390 CONTROL OF WORK 01-06
01400 QUALITY CONTROL SERVICES 01-04
01500 TEMPORARY FACILITIES 01-06
01540 CONSTRUCTION SAFETY PLAN AND SECURITY REQUIREMENTS 01-08
01561 CONSTRUCTION CLEANING 01-03
01600 MATERIAL AND EQUIPMENT 01-02
01630 SUBSTITUTIONS AND PRODUCT OPTIONS 01-05
01700 PROJECT CLOSEOUT 01-10
01740 WARRANTIES 01-04

DIVISION 2 - SITE WORK
02225 MINOR DEMOLITION FOR REMODELING 01-04

DIVISION 3 - NOT USED

DIVISION 4 - NOT USED

DIVISION 5 - METALS
05400 COLD-FORMED METAL FRAMING 01-04

DIVISION 6 - NOT USED

DIVISION 7 - THERMAL AND MOISTURE PROTECTION
07210 BUILDING INSULATION 01-04
07270 FIRESTopping 01-03
07920 SEALANTS AND CAULKING 01-04
### DIVISION 8 – DOORS AND WINDOWS
- **08110** HOLLOW METAL DOORS AND FRAMES 01-04
- **08501** EXTERIOR ALUMINUM FRAME AND GLASS SYSTEM 01-04
- **08800** GLASS AND GLAZING 01-03

### DIVISION 9 – FINISHES
- **09111** METAL STUD FRAMING SYSTEM 01-04
- **09260** GYPSUM BOARD SYSTEM 01-06
- **09300** TILES 01-05
- **09500** ACOUSTICAL CEILING SYSTEM 01-05
- **09688** CARPET 01-08
- **09900** PAINTING 01-07

### DIVISION 10 – SPECIALTY
- **10160** TOILET COMPARTMENTS 01-04
- **10441** IDENTIFYING DEVICES 01-03
- **10800** TOILET AND ACCESSORIES 01-02
- **10999** MISCELLANEOUS SPECIALTIES 01-01

### DIVISION 11 – NOT USED

### DIVISION 12 – NOT USED

### DIVISION 13 – NOT USED

### DIVISION 14 – NOT USED

### DIVISION 15 – MECHANICAL
- **15010** BASIC MECHANICAL MATERIALS AND METHODS 01-12
- **15030** ELECTRICAL REQUIREMENTS FOR MECHANICAL EQUIPMENT 01-04
- **15050** BASIC MECHANICAL MATERIALS AND METHODS 01-05
- **15100** VALVES 01-10
- **15240** VIBRATION ISOLATION 01-07
- **15250** THERMAL INSULATION 01-09
- **15300** FIRE PROTECTION 01-08
- **15410** PLUMBING PIPING SYSTEMS 01-06
- **15440** PLUMBING FIXTURES 01-06
- **15860** FANS 01-05
- **15870** AIR INTAKE AND RELIEF VENTS 01-05
- **15880** AIR DISTRIBUTION 01-04
- **15890** DUCTWORK 01-10
- **15910** DUCTWORK SPECIALTIES 01-09
- **15990** PERFORMANCE VERIFICATION 01-08
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<thead>
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<td>ELECTRICAL IDENTIFICATION</td>
<td>01-06</td>
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<td>GROUNDING</td>
<td>01-04</td>
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CONTRACT SECTIONS 005200 through 007300 OF THE
CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT(S):

Terminal 4 – Concourse H – Post Security Enhancements

BID/CONTRACT NO.: Z1092417C1
# Table of Contents

**SECTION 005200: CONTRACT STANDARD TERMS AND CONDITIONS**
- Article 1: Definitions ................................................................. 4
- Article 2: Scope of Work ............................................................... 6
- Article 3: Contract Time ............................................................... 6
- Article 4: Contract Sum ............................................................... 7
- Article 5: Progress Payments ...................................................... 8
- Article 6: Acceptance and Final Payment .................................. 10
- Article 7: Miscellaneous ............................................................ 10

**SECTION 005400: CONTRACT SUPPLEMENTAL CONDITIONS** ........................................... 16

**SECTION 007200: CONTRACT GENERAL CONDITIONS** ....................................................... 24
- Article 1: Contract Documents .................................................. 24
- Article 2: Intention of COUNTY: .............................................. 24
- Article 3: Preliminary Matters: ............................................... 24
- Article 4: Performance Bond and Payment Bond: ................... 26
- Article 5: Qualification of Surety: ............................................. 26
- Article 6: Indemnification: ......................................................... 28
- Article 7: Insurance Requirements: ......................................... 29
- Article 8: Labor and Materials: ................................................. 29
- Article 9: Royalties and Patents: ............................................... 29
- Article 10: Weather ................................................................. 29
- Article 11: Permits, Licenses and Impact Fees: ....................... 29
- Article 12: Resolution of Disputes ......................................... 30
- Article 13: Inspection of Work ................................................ 30
- Article 14: Superintendence and Supervision ................................ 31
- Article 15: COUNTY’s Right to Terminate Contract ................. 32
- Article 16: Suspension of Work ............................................... 34
- Article 17: Assignment ............................................................. 34
- Article 18: Rights of Various Interests ...................................... 34
- Article 19: Explosives .............................................................. 34
- Article 20: Differing Site Conditions ........................................ 34
- Article 21: Plans and Working Drawings ............................... 35
- Article 22: CONTRACTOR to Check Plans, Specifications, and Data ................ 35
- Article 23: CONTRACTOR’s Responsibility for Damages and Accidents ............. 35
- Article 24: Warranty ............................................................... 36
- Article 25: Supplementary Drawings ...................................... 36
- Article 26: Defective Work ...................................................... 36
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 Allied Contractors, Inc., hereinafter referred to as CONTRACTOR, for Terminal 4 - Concourse "H" - Post Security Enhancements (Non-Sheltered Market) in the total amount of $781,967. WITNESSETH, that CONTRACTOR and COUNTY, for the considerations hereinafter named, agree 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
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. 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 Eight Hundred Fifty Dollars ($850.00) 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 Two Hundred Eighty Dollars ($280.00) 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), a statement indicating the cumulative amount of CBE participation to date, and a release of claims 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:

Michael Moore, Reynolds, Smith and Hills, 3125 West Commercial Boulevard, Suite 130, Fort Lauderdale, FL 33309-3446

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

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 claims 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, P.E.,
Director of Capital Improvement Projects - Airport Development  
2200 SW 45th Street, Suite #101, Dania Beach, FL 33312

For Contractor:

Armando Carcache  
Allied Contractors  
2302 West 79th St., Hialeah, Fl 33016

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 14 day of May, 2013, and CONTRACTOR, signing by and through its President, duly authorized to execute same.

COUNTY

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

By Kristin Jordon
Mayor

12 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
Telecopier: (954) 357-7641

By
Assistant County Attorney

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

Risk Manager
CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If incorporated sign below.

CONTRACTOR

ATTEST:

(Secretary)

(Corporate Seal)

If not incorporated sign below.

CONTRACTOR

WITNESSES:

________________________________________

________________________________________

COUNTY REQUIRES FOUR (4) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.
SECTION 005400: CONTRACT SUPPLEMENTAL CONDITIONS

Broward County Aviation Department (BCAD) Electronic Media Submittal Requirements

The BCAD will be utilizing electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, County’s standard Professional Services Agreements for Consultant/Contractor services require submittal of documents produced on electronic media. Requirements for that media are presented below. Certain requirements may not applicable to all contracted services and should be verified via checklist and with the contract administrator during the development of the scope of services.

ELECTRONIC MEDIA

(A) General Requirements:

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

(B) CAD and GIS Formats:

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

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

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

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

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

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

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

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

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

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

(D) Standards:

1) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.
2) Coordinate with BCAD concerning the standard file naming protocol to be utilized. Consultant/Contractor may be required to submit drawing files with several naming conventions to satisfy various submittal requirements.

3) Unless otherwise stated, all CAD files shall conform to US National CAD standards (BCADs adopted CAD standard) in addition to FAA standards for submission into the FAA AGIS system.

   a. All building floor plans/elevations shall be drawn and provided in Architectural Units (unless otherwise requested by BCAD).

   b. All other plans (site plans, airfield plans, ALPs, etc.) shall be submitted in Engineering Units (unless otherwise requested by BCAD).

4) Layering:

   a. Conform to the guidelines defined by the US National CAD Standards, appropriate FAA Advisory Circulars and standards, and BCAD standards.

   b. Provide an explanatory list of which layer is used at which drawing and an explanatory list of all layers which do not conform to the standards listed above. Submission of layers that do not conform to the standards listed above will require advance BCAD approval.

   c. Raster: All raster files (aerial photography, TIN, DEM, etc.) shall be delivered in georeferenced SID and TIFF formats as defined by BCAD. If files must be tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of that BCAD finds difficult to use.

5) Attribute Definitions:

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

6) Conformance:

   a. Submit a written request for approval of any deviations from the established CAD/GIS standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo- realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.
b. No deviations from BCADs established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from BCAD.

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

(F) Non-Graphic Format:

1) Provide word processing files in Microsoft Word 2007 compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

2) Provide spreadsheet files in Microsoft Excel 2007 for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

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

(G) Delivery Media and Format:

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

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

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

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

   a. The Project Number, Project Title and date.

   b. The Facility Name

   c. The format and version of operating system software.

   d. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
e. The sequence number of the digital media.

f. A list of the filenames.

g. All requirements to meet or exceed FAA and BCAD standards.

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

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

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

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

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

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

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

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

(H) Drawing Development Documentation:

Provide the following information for each finished drawing:

a. How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
b. Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.).

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

d. Layer assignments and lock settings.

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

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

(1) Submittal:

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

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

a. The information included on the external label of each media unit (label), along with the total number being delivered, and a list of the names and descriptions of the files on each one.

b. Brief instructions for transferring the files from the media.

c. Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.

d. The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

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

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

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

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

6. All metadata per BCAD, FAA, FDOT, or other entity standards.

(J) Ownership:

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

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

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

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

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

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

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

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

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

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

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

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

(L) Other Digital Information:

1) A variety of digital information may be generated by participants in the design process including BCAD, Consultant, sub consultants, Contractor, subcontractors; BCAD's commissioning authority, local jurisdictional authorities and other project team members.

2) Consultant/Contractor shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.
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, below, 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
Contract No. Z1092417C1

☐ 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) days from issuance of the first Notice to Proceed, a conference 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 issuance of 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, and as a condition of issuance of the first Notice to Proceed, 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. Each bond shall be increased in the amount of any change to the Contract Price.

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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<tr>
<th>Amount of Bond</th>
<th>Policy- Financial holder's Size</th>
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<tr>
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<td>Ratings</td>
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<tr>
<td>$500,001 to $1,000,000</td>
<td>A-</td>
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<tr>
<td>$1,000,001 to $2,000,000</td>
<td>A-</td>
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<tr>
<td>$2,000,001 to $5,000,000</td>
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<tr>
<td>$5,000,001 to $10,000,000</td>
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<tr>
<td>$10,000,001 to $25,000,000</td>
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<tr>
<td>$25,000,001 to $50,000,000</td>
<td>A</td>
</tr>
<tr>
<td>$50,000,001 or more</td>
<td>A</td>
</tr>
</tbody>
</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
Contract No. Z1092417C1:

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
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 monies due any subcontractor. COUNTY or CONSULTANT may furnish to any subcontractor evidence of amounts paid to CONTRACTOR on account of specific work performed.

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

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 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. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

40.2. The Contract Time will be extended in an amount equal to time lost on 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, 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 $650.00 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 00925. 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.

CAF #170 1-1-12
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 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract. CONTRACTOR shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by CONTRACTOR to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.

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

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

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

54.2 The CBE Program, which is implemented under the Broward County Business Opportunity Act of 2012 (Broward County Ordinance No. 2012-33 as may be amended from time to time), referred to as the "Act," provides for the establishment and
implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. In completing this Project, CONTRACTOR agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the Agreement. CONTRACTOR acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Equal Opportunity, may make minor administrative modifications to the CBE Program which shall become applicable to this Agreement 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 Agreement. 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 have the right to review each proposed amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders increases the initial Agreement price by ten percent (10%), for opportunities to include or increase the participation of CBE firms already involved in this Agreement. 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.

54.3 The Parties acknowledge that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. CONTRACTOR understands that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. In an effort to assist COUNTY in achieving its established goal for this Project, CONTRACTOR agrees to meet the following CBE participation goal by utilizing the CBE firms for the work and the percentage of work amounts described in Section 54.4:

CONTRACTOR has committed to 22.5% CBE participation.

CONTRACTOR may not terminate for convenience a CBE firm listed as a subcontractor in the CONTRACTOR'S bid or offer without the County's prior written consent, which consent shall not be unreasonably 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 CBE firm is terminated for any reason, including for cause, CONTRACTOR shall with notice to and concurrence of the Broward County Office of Economic and Small Business Development Division, substitute another CBE firm in order to meet the level of CBE participation provided herein. Such substitution shall not be required in the event the termination results from COUNTY changing the Scope of Work hereunder and there is no available CBE to perform the new Scope of Work.

54.4 In performing services for this Project, the Parties hereby incorporate CONTRACTOR's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter of Intent (Form 004339-1) into this Agreement. Upon execution of this Agreement by COUNTY, CONTRACTOR shall enter into a formal contract with
the CBE firms CONTRACTOR selected to fulfill the CBE participation goal for this Agreement and agrees to provide copies of its contracts with such firms to the Contract Administrator and the Broward County Office of Economic and Small Business Development.

54.5 CONTRACTOR shall allow COUNTY to engage in on-site reviews to monitor CONTRACTOR's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development. 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 the CBE participation goal and the status of any CBE firm performing any portion of this Agreement.

54.6 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 shall report monthly regarding compliance with its CBE obligations in accordance with Article 5, "Progress Payments," of this Agreement.

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

54.7.1 The affected CBE firm shall be entitled to damages pursuant to its agreement with CONTRACTOR.

54.7.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by CONTRACTOR, then in such event the CBE firm may submit the dispute to arbitration. However, 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 proceeding.

54.7.3 Nothing under this Section 54.7 shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Agreement.

54.8 Nonpayment of a CBE subcontractor, subconsultant or supplier as required by this Agreement shall be a material breach of this Agreement 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 subcontractor, subconsultant or supplier. CONTRACTOR agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 54.8 shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its CBE subcontractor, subconsultant or supplier.
54.9 If CONTRACTOR fails to comply with the requirements of this Agreement, or the requirements of the Broward County Business Opportunity Act of 2012, COUNTY shall have the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2012, or any other right or remedy provided in the Administrative Procedures of the Office of Economic and Small Business Development, this Agreement, 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

Not applicable to this solicitation
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 [Federal Agency] No. ________, 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.
FORM 004113-1: BID TENDER

Print Name of Bidder: Allied Contractors, Inc.

Date Submitted: February 27, 2013

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:

No.

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

Addendum No 1 (One) - February 6, 2013

Addendum No 2 (Two) - February 20, 2013

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 _______ Dollars ($_________).

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

Name of Bidder: Allied Contractors, Inc.
City/State/Zip: Hollywood, FL 33016

Telephone/Fax No.: Tel: (954) 556-8830 Fax: (305) 825-4877
Email Address: armando@allied-contractors.com

Federal I.D. No.: 65-0271339 Dun and Bradstreet No.: None.
(if applicable)

If a partnership, names and addresses of partners:
None.

9-12-2012
Armando Carcache, President

Incorporated under the laws of the State of Florida
FORM 004113-2: SCHEDULE OF PRICES BID

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price Per Lump Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>G100-1</td>
<td>Performance and Payment Guaranty and Auto Insurance*</td>
<td>$14,000.00</td>
</tr>
<tr>
<td>G100-2</td>
<td>Mobilization*</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>G100-3</td>
<td>Excess Mobilization, Insurance, and Bonds</td>
<td>$0.00</td>
</tr>
<tr>
<td>G100-4</td>
<td>Terminal 4 Concourse H Post Security Enhancement Renovation and Reconfiguration per contract Specifications and drawings</td>
<td>$664,000.00</td>
</tr>
<tr>
<td>G100-5</td>
<td>**Allowance for miscellaneous unforeseen conditions concealed behind walls, under floors or above ceilings. Items may include damaged, degraded, code violations or differing conditions of structural, mechanical, electrical, plumbing, fire alarm or fire sprinkler systems. This allowance item is based on engineers estimate.</td>
<td>$56,000</td>
</tr>
<tr>
<td>G100-6</td>
<td>**Allowance for floor preparation in the carpeted area. This allowance item is based on engineers estimate.</td>
<td>$23,075</td>
</tr>
<tr>
<td>G100-7</td>
<td>**Allowance for ten percent (10%) existing ceiling grid replacement. This allowance item is based on engineers estimate.</td>
<td>$4,892</td>
</tr>
</tbody>
</table>

Grand Total Bid Amount G100-1 thru G100-7 $781,967.00

***Seven Hundred Eighty One Thousand Nine Hundred Sixty Seven and Zero Cents***
* The Performance and Payment Guaranty and Auto Insurance (Pay Item G100-1) and Mobilization (Pay Item G100-2) prices bid each 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 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.

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, Section G-100. Include allowable percentage with your monthly pay request.

Print Name of Bidder: Allied Contractors, Inc.
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, Armando Carcache, President of Allied Contractors, Inc., 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
Armando Carcache

Print Name

SWORN TO AND SUBSCRIBED BEFORE ME this 27th day of February, 2013

STATE OF Florida COUNTY OF Broward

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

My commission expires: Notary Public State of Florida

Personally Known or Produced Identification

Type of Identification Produced: 

9-12-2012
Bid No. Z1092417C1

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 firm)

Solicitation Number: Z1092417C1
Project Title: Terminal 4 - Concourse H - Post Security Enhancements

Bidder/Offeror Name: Allied Contractors, Inc.
Address: 4700 Sheridan Street, J16
City: Hollywood
State: FL
Zip: 33016
Authorized Representative: Armando Carcache
Phone: (954) 556-8830

CBE Subcontractor/Supplier Name: Allied Contractors, Inc.
Address: 4700 Sheridan Street, J16
City: Hollywood
State: FL
Zip: 33021
Authorized Representative: Armando Carcache, President
Phone: (954) 556-8830

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, the work may only be subcontracted 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, Insulation, New Walls</td>
<td></td>
<td></td>
<td>$175,950.00</td>
<td>22.5%</td>
</tr>
<tr>
<td>Partitions, Ceramic Tiles</td>
<td></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]                      [Title]                     [Date]

[Signature]                      [Title]                     [Date]

[Signature]                      [Title]                     [Date]

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

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

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

CBE Letter of Intent July 2012

9-12-2012
Page 60 of 105
Bid No. Z1092417C1

FORM 04339-2: APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT

Pursuant to
BUSINESS OPPORTUNITY ACT OF 2012, Sec. 1-81.5(e)
Ft Lauderdale-Hollywood Airport

RLI / BID NO.: Z1092417C1 PROJECT NAME: Terminal 4 CC H Post Security Enhancements

Allied Contractors, Inc. PRIME CONTRACTOR
4700 Sheridan St J-16 Hollywood, Fl 33021 (954) 556-8830
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 Business Opportunity Act of 2012 (the Act), the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under Section 1-81.5(e) of the 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 1-81.5(e) 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 Director of the Office of Economic and Small Business Development, and is not subject to appeal.

SIGNATURE: [Signature]

PRINT NAME / TITLE: Armando Carcache, President

DATE: February 27, 2013
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>CGC060070</td>
<td>22 Years</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?

Miami International Airport

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

No.

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

None.

PRINT NAME OF BIDDER: Allied Contractors, Inc.

9-12-2012
4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

<table>
<thead>
<tr>
<th>4.1</th>
<th>MDAD</th>
<th>MIA B741D D Ext.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Organization/Company)</td>
<td>(Project Name)</td>
</tr>
<tr>
<td></td>
<td>Juan Carlos Arteaga</td>
<td>MIA Bldg 3030, Central Wing 2nd Ficor Miami FL 33159</td>
</tr>
<tr>
<td></td>
<td>(Contact Name)</td>
<td>(Address)</td>
</tr>
<tr>
<td></td>
<td>B741F</td>
<td>$5,700,000.00</td>
</tr>
<tr>
<td></td>
<td>(Contract Number)</td>
<td>(Project Value)</td>
</tr>
<tr>
<td>Scope of Project:</td>
<td>Completion and renovation of station number 4.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4.2</th>
<th>MDAD</th>
<th>MIA B741D D Ext.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Organization/Company)</td>
<td>(Project Name)</td>
</tr>
<tr>
<td></td>
<td>Mario Mas</td>
<td>2121 Douglas Rd Miami, FL 33145</td>
</tr>
<tr>
<td></td>
<td>(Contact Name)</td>
<td>(Address)</td>
</tr>
<tr>
<td></td>
<td>B741E</td>
<td>$7,000,000.00</td>
</tr>
<tr>
<td></td>
<td>(Contract Number)</td>
<td>(Project Value)</td>
</tr>
<tr>
<td>Scope of Project:</td>
<td>Completion and renovation of D Ext.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4.3</th>
<th>MDAD</th>
<th>MIA CC 'A'</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Organization/Company)</td>
<td>(Project Name)</td>
</tr>
<tr>
<td></td>
<td>Luis Rodriguez</td>
<td>MIA Bldg 3030, Central Wing 2nd Floor, Miami, FL 33159</td>
</tr>
<tr>
<td></td>
<td>(Contact Name)</td>
<td>(Address)</td>
</tr>
<tr>
<td></td>
<td>CCA</td>
<td>$1,992,000.00</td>
</tr>
<tr>
<td></td>
<td>(Contract Number)</td>
<td>(Project Value)</td>
</tr>
<tr>
<td>Scope of Project:</td>
<td>Exterior stucco repairs.</td>
<td></td>
</tr>
</tbody>
</table>

PRINT NAME OF BIDDER: Allied Contractors, Inc.
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</th>
<th>% OF COMPLETION TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broward Privacy Wall</td>
<td>Broward</td>
<td>178,000</td>
<td></td>
<td>80%</td>
</tr>
<tr>
<td>Jackson Hospital</td>
<td>Jackson Health System</td>
<td>4,000,000</td>
<td>twelve months</td>
<td>30%</td>
</tr>
</tbody>
</table>

(Continue list on insert sheet, if necessary.)

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

Yes.

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

Dump Truck, Pick up trucks, concrete mixer, tools, miniature lift, hand tools etc.

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

Equipment will be purchased as needed.

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

Equipment will be rented as needed and as required by the plans and specs.

PRINT NAME OF BIDDER: Allied Contractors, Inc.
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.

Armando Carcache - 22 years experience

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:

Allied Contractors, Inc.

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

Corporation

11.3 The address of principal place of business is:

4700 Sheridan Street, Hollywood, FL 33021

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

Armando Carcache, President

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

None.

PRINT NAME OF BIDDER: Allied Contractors, Inc.
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 are requested if there are unforeseen conditions.

PRINT NAME OF BIDDER: Allied Contractors, Inc.
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: Allied Contractors, Inc.
## FORM 004513-1: LITIGATION HISTORY

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

**NAME OF BIDDER:** Allied Contractors, Inc.

9-12-2012
**FORM 004520: INSURANCE REQUIREMENTS/SAMPLE CERTIFICATE**

**Insurance Request for Terminal 4 Concourse H Post Security Enhancements**

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>Property Damage</td>
</tr>
<tr>
<td>Premises-Operations</td>
<td>Covered by County’s OCIP Program</td>
</tr>
<tr>
<td>Explosion &amp; Collapse Hazard</td>
<td>Contrast Program</td>
</tr>
<tr>
<td>Underground Hazard</td>
<td>Underground Hazard</td>
</tr>
<tr>
<td>Product/Completed Operations Hazard</td>
<td>Covered by County’s OCIP Program</td>
</tr>
<tr>
<td>Contractual Insurance</td>
<td>Covered by County’s OCIP Program</td>
</tr>
<tr>
<td>Broad Form Property Damage</td>
<td>Covered by County’s OCIP Program</td>
</tr>
<tr>
<td>Independent Contractors</td>
<td>Personal Injury</td>
</tr>
<tr>
<td>$link</td>
<td>TYPE OF INSURANCE</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------------------------------------</td>
</tr>
<tr>
<td>AUTO LIABILITY</td>
<td>Bodily Injury (each person)</td>
</tr>
<tr>
<td>[x] Comprehensive Form</td>
<td>Property Damage</td>
</tr>
<tr>
<td>[x] Owned</td>
<td>Bodily Injury (each occurrence)</td>
</tr>
<tr>
<td>[x] Non-owned</td>
<td>Property Damage Combined</td>
</tr>
<tr>
<td>[x] Any Auto if applicable</td>
<td>Covered by County’s OCIP Program</td>
</tr>
<tr>
<td>EXCESS LIABILITY</td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td>Umbrella Form</td>
<td>Covered by County’s OCIP Program</td>
</tr>
<tr>
<td>[x] WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY (NOTE 1)</td>
<td>Covered by County’s OCIP Program for Onsite activities only</td>
</tr>
<tr>
<td>[x] STATUTORY</td>
<td>(each accident)</td>
</tr>
<tr>
<td>POLLUTION LIABILITY</td>
<td>Agreed value</td>
</tr>
<tr>
<td>[ ] PROPERTY COVERAGE OR BUILDERS RISK OR INSTALLATION FLOATER. Subject to waiver based on type and nature of project.</td>
<td>Max. Ded. 10K all perils except wind or flood</td>
</tr>
<tr>
<td></td>
<td>CONTRACTOR RESPONSIBLE FOR DEDUCTIBLE</td>
</tr>
<tr>
<td></td>
<td>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/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.

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: C. Celestine, BCAD

RISK INSURANCE AND CONTRACTS MANAGER

9-12-2012
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 Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27th day of February, 2013, by Armando Carcache (name of person whose signature is being notarized) as President (title) of Allied Contractors, Inc. (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)

Marta M. Torres
(Print Name)

State of Florida at Large

My commission expires: ___________

Notary Public State of Florida
Marta M. Torres
My Commission EE 144356
Expires 11/07/2015
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
None.

RELATIONSHIPS
None.

STATE OF FLORIDA )  ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 27th day of February, 2013, by Armando Carcache, President, 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 27th day of February, 2013.

(Notary Seal)

(Signature of person taking acknowledgment)

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

(Title or rank)

(Serial number, if any)

9-12-2012
**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.

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<td>1. Firm's Name:</td>
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<td>2. Firm's Address:</td>
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<td>3. Firm's Telephone Number:</td>
<td>Firm Email Address:</td>
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<td>4. Contact Name and Position:</td>
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<td>5. Alternate Contact Name and Position:</td>
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<td>6. Alternate Contact Telephone Number:</td>
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<td>7. Bid/Proposal Number:</td>
<td>Contracted Amount:</td>
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<td>8. Type of Work/Supplies Bid:</td>
<td>Award Date:</td>
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I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

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

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27th day of February, 2013, by

Armando Carcache, President

of

Allied Contractors, Inc.

known to me to be the person described herein, or

who produced ______________________ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

My commission expires:

9-12-2012

Page 74 of 105
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

Armando Carcache, President
(Print Name and Title)

Allied Contractors, Inc.
(Name of Firm)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27th day of February, 2013, by Armando Carcache
(Name of person who's signature is being notarized)
as President of Allied Contractors, Inc.
>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:

(Maria M Torres)
(Signature)
(Print name)

My commission expires 11/07/2016

9-12-2012
FORM 004546-6: TRENCH SAFETY ACT CERTIFICATION

Not applicable to this solicitation.
FORM 004546-7: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION

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 (continued)

Allied Contractors, Inc.

VENDOR

By

(Signature)

Armando Carcache, President
(Print/Type Name and Title)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27th day of February 2013, by Armando Carcache (Name of person who's signature is being notarized) as President (Title) of Allied Contractors, Inc. (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)

9-12-2012
FORM 004546-8: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM
CONTRACTOR CERTIFICATION

Not applicable to this solicitation.
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: None.

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

SPECIFY: None.

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

YES _____ NO _____

SPECIFY: None.

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

9-12-2012
AIA Document A310 – 2010

Bid Bond

CONTRACTOR: Allied Contractor's, Inc.
2302 W. 79th Street
Hialeah, FL 33016

SURETY: Capitol Indemnity Corporation
P.O. Box 5900
Madison, WI. 53705

OWNER: Broward County, Board of County Commissioners
115 S. Andrews Ave, Room 212, Fort Lauderdale, FL. 33301

BOND AMOUNT: Five Percent of Amount Bid (5% of Amount Bid)

PROJECT: Terminal 4 - Concourse H - Post Security Enhancements, Bid No.Z1092417Cl.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of February, 2013

Witness/Attest:

By: [Signature]

Allied Contractor's, Inc.

By: [Signature]

(Principal)

By:

Capitol Indemnity Corporation

By: [Signature]

(Surety)

By: [Signature]

Warren Alter, Attorney-In-Fact

This document conforms to AIA Document A310 – 2010 BID BOND. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NY AVE NW, WASHINGTON, DC 20006.
KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

WARREN ALPER, DAVID SATINE

its true and lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under seal by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident Vice Presidents, Assistant Secretaries and Attorneys-in-fact, each appointed to have the powers and duties usual to such offices to the business of this Company; the signatures of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Att: Richard W. Allen III
President
Surety & Fidelity Operations

STATE OF WISCONSIN
COUNTY OF DANE

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Att: Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

Signed and sealed at the City of Middleton, State of Wisconsin this 26th day of February 2013.
Addendum No. 1

Solicitation No.: Z1092417C1
Solicitation Title: Terminal 4 – Concourse “H” – Post Security Enhancements (NSM)

Date Of Addendum: February 6, 2013

Attention all potential bidders:

Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" addenda are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid submittal or acknowledged on the Bid Tender Form. Failure of a Submitter to 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 has been revised as follows: Wednesday, February 27, 2013 at 2:00 pm. Location remains the same.

2. The deadline for receipt of questions concerning the technical specifications pertaining to this bid is fourteen (14) calendar days prior to the Bid Opening Date as stated in Section 002100 Instructions to Bidders, Item 2.

3. Request for Information:

   Question: What are the Model Numbers of the 4 Roof Top Units AHU H-1 to AHU H-4 shown on Sheet M210?

   Answer: There are no model numbers, they are Climacraft custom air handling units.

   Question: How is the roof accessed to work on the 4 Roof Top Units shown on Sheet M210?

   Answer: You must be badged or escorted, coordination for roof access is through BCAD maintenance.
Question: Sheet M210, Note #6 mentions coordinating with Johnson Controls. Will JCI do this under their present contract or will they be pricing this job?

**Answer:** Johnson Controls Inc. will price this as a part of this contract.

Question: Sheet M210, Note #1 for each of the roof top AHU - What is the location of the air flow stations? Are they accessible from the roof?

**Answer:** The outside airflow stations are located inside the air handler units at the outside air inlet.

Question: It will be necessary to core drill slab and roof. Confirm these slabs are not post tensioned and x-ray is not required.

**Answer:** Controls, as stated are existing, there is no need to penetrate the roof.

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

**NAME OF COMPANY:** ALLIED CONTRACTORS, INC.
ADDENDUM NO. 2

Solicitation No.: Z1092417C1
Solicitation Title: Terminal 4 - Concourse "H" – Post Security Enhancements (NSM)

Date Of Addendum: February 20, 2013

Attention all potential bidders:

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

☑ Return Addendum with Bid Submittal or Acknowledge on the Bid Tender Form.
☐ 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, February 27, 2013 at 2:00 p.m.

Plans:

Added Notes: the following should be added as General Notes to the Plans

1. Existing Men's and women's toilet identification signs to be relocated centered at the new Men's and Women's toilet.
2. New wall identification signage to be provided at Men's and women's toilet as per BCAD's requirements. Provide one (1) wall sign at Men's Toilet and two (2) signs at Women's Toilet.
3. General Contractor must coordinate with BCAD for removal and reinstallation for Concession signs (Nathan's, Spirit)
4. Fire horn/Strobe located on elevator wall at new Men's Toilet area to be relocated as per BCAD's directive and requirements.
5. General Contractor to remove all signs and corner guards at elevator walls to accommodate new partitions for New Men's Toilet.
6. The items listed above are not all inclusive. General Contractor must review site, become familiar with all existing conditions and identify all devices for removal and reinstallation to be included in the work.
7. Note on Sheet D100 which states "Existing Flight Information Display Rack and Credit Card Display and counters Remove, store and Reinstall after....." Shall be changed to read "Existing Flight
Information Display Rack needs to remain in place and functional throughout the project. The Contractor will need to work around. The Credit Card Display racks and counters may be removed, stored, and reinstalled after work performed in the area.

8. Contractor needs to remove all gate signs and reinstall for all ceiling work (replacement of acoustical ceiling tile and painting of grid

9. All devices (fire alarm, electrical, mechanical) to be removed on both walls and hard ceilings for painting of surfaces. Contractor to reinstall after completed.

10. Contractor to furnish and install similar wood floor (spec type) relocated concession for Dunkin Donuts. Relocation of Dunkin Donuts to be performed by concessionaire.

11. Art Works on walls to be turned over to BCAD Maintenance for storage during painting of public facing walls.

Attachment “A” Addendum No. 2 - Additional Details:

1/RFI2 Enplaning Level Men’s Toilet Reflected Ceiling Plan
2/RFI2 Elevation @ Column-Men’s Toilet
3/RFI2 Column Detail—Men’s Toilet
4/RFI2 Column Detail @ Soffit Condition-Men’s Toilet
5/RFI2 Louver Penetration-Men’s Toilet
6/RFI2 Plumbing Vent Flashing
7/RFI2 Concession Partition


Attachment “C” Addendum No. 2 – Roof Warranty Information, Seaman Corporation FiberTite Warranty.

Attachment “D” Addendum No. 2 – Revised Fixture Schedule and Sketches.

Request for Information:
Question: (Thornton Inc. RFI 1-Q1) P001 sheet had fixture schedule but is not clear. All items need more specification so that they can be priced correctly.

Answer: See Attachment “D” of Addendum No. 2 for revised fixture schedule and sketches.

Question: (Thornton Inc. RFI 2-Q1) Please clarify if owner’s carpet flooring vendor under separate contract direct with owner will be responsible for the following:

- Removal, storage, reinstallation of seating
- Removal & disposal existing flooring & base to vendor provided dumpsters
- All required floor prep & installation of carpet & base

Answer: Supervision of the carpet installer’s work is to be done by the General Contractor. The carpet installer is responsible for removal, storage, and reinstallation of seating, floor prep and installation of carpet and base. Removal and disposal of existing flooring and base to be to vendor provided dumpsters.

Question: (Thornton Inc. RFI 2-Q2) Please provide material supplier contact information & specification for new wainscot to match existing
Question: (Thornton Inc. RFI 2-Q3) Drawing A210, ceiling note 7 states repaint all undamaged speaker grilles & replace all damaged speaker grilles. Please specify & quantify amount of damaged speaker grilles to be replaced

Answer: All existing speaker grilles will not require replacement or repainting unless damaged by the Contractor.

Question: (Thornton Inc. RFI 2-Q4) Drawing A301 MOT note 5 states contractor to provide A BSO deputy for security from 2:00 AM to 4:00 AM for crew oversight & during times when new or existing security gates are not functioning. Does this note apply to this project? If note applies, please quantify the actual number of days to include this requirement

Answer: This note does not apply to this project. However all work activities inside the Sterile Corridor will require the general contractor and their subcontractor to have a SIDA badge and CBP seal.

Question: (Thornton Inc. RFI 2-Q5) Drawing M110 keyed note 9 states new 24” x 24” louver. This louver is indicated @ existing exterior wall. Is opening for louver existing or new. Please provide details including & not limited to section thru exterior wall, exterior elevation, structural modifications, architectural finish systems, NOA, etc.

Answer: See detail 5/RFI2 provided with this addendum

Question: (Thornton Inc. RFI 2-Q6) Please specify fire alarm devices that are compatible with existing system

Answer: WSA Systems does all fire alarm work for the Airport and must be contacted for quotes. They will provide compatible equipment. See General Note 45 on sheet A110 (upper right hand corner)

Question: (Thornton Inc. RFI 2-Q7) Architectural & plumbing drawings indicate slope to floor drains. Please specify method to achieve slope to drain

Answer: Provide specified floor ceramic tile per specified floor thin-set method-without slopes to new drains. Infill existing drains.

Question: (Thornton Inc. RFI 2-Q8) Drawing A210 ceiling note 3 states all 24” x 24” diffusers & return air grilles to be replaced with new. There are none shown @ areas where ceiling tile is being replaced, sterile corridor ceilings are indicated as existing to remain & HVAC drawings do not indicate this scope of work. Please confirm this note does not apply. If note applies clarify / indicate diffusers /grilles to be replaced & specify grilles / diffusers

Answer: Note does not apply to this portion of the work.

Question: (Thornton Inc. RFI 2-Q9) Drawing A210 ceiling legend has note provide structural support for the existing WB ceiling/soffit as required. Please clarify / detail / specify / indicate if & where this is required
Answer: Provide 3 5/8" metal framing at 16" O.C. at new gypsum wall board (M.R.) ceilings at Women’s and Men’s Toilets

Question: (Thornton Inc. RFI 2-Q10) Drawing A20 ceiling note 4 states all new ceiling tiles are to match existing, see technical specs. Specs specify 2' x 4' ceiling. Please clarify specify ceiling tile to be included.

Answer: Provide ceiling tiles as per Specification Section 09500 “mineral based geometric pattern Armstrong 24"x48", Fine Fissured Tile Second Look II Item no. 1861 or approved equal.

Question: (Thornton Inc. RFI 2-Q11) Please specify & provide contact info for any particular vendors that must be contracted to remove / reinstall / adjust / test / certify any ceiling mounted system devices.

Answer: Ceiling mounted security cameras and Wi-Fi System will need to be coordinated with BCAD. Fire systems will need to be coordinated per General note 45 on Sheet A110.

Micro Security-(Stephen De Molina) 305-335-6300
Pro sound & Video (Jack Figaro) 305-891-1000

Question: (Thornton Inc. RFI 2-Q 12) Clarify if contractor will be able to start & then complete work in any given phased area without having to turn same area over to owner on a daily basis.

Answer: See General notes on Sheet A110

Question: (Thornton Inc. RFI 2-Q 13) Based on MOT notes & other notes found on drawing A310, (with exception of non-noisy work being performed inside temporary barricades surrounding proposed restrooms), it appears that most if not all scopes of work, including but not limited to material delivery, debris removal, carpet, wainscot, ceiling, painting, MEP in concourse or sterile corridors, etc. are to be performed between the hours of 23:00 PM & 5:00 AM. Is this correct? Please specify scopes of work if any that may be performed during normal working hours.

Answer: Work will be conducted after last flight and completed before first arrival/departure. Work will be coordinated with BCAD project manager.

Question: (Thornton Inc. RFI 2-Q14) Drawing P150 sanitary riser indicates (2) existing VR’s & (1) 4”VTR. Is this (1) VTR new? If new, is there a particular roofing contractor that must be contracted to perform roof patch? If yes please provide contact information for required roofing contractor.

Answer: See detail 6/RFI2 provided with this addendum, also must coordinate with BCAD and roofing warranty provider Seaman Corporation 1000 Venture Blvd. Wooster, OH 44691 (330-262-1111) to ensure continuation of warranty.

Question: (Thornton Inc. RFI 2-Q15) HVAC test and balance. Please confirm that cost for HVAC T & B is to be included as part of this contract. Is there a particular T & B company that must be hired to perform T & B? If yes, please provide contact information.

Answer: Test and balance is required for the restrooms to ensure proper exhaust flow. Contractor will provide at their expense.
Question: (Thornton Inc. RFI 2-Q16) Drawing A210 has note relocated gate sign with pointer @ Gate H7. This sign is not shown to be relocated on electrical drawings. Is this sign the only sign to be relocated? Would the relocation of this sign require electrical work? Please clarify

Answer: Does not apply to this portion of the work.

Question: (Thornton Inc. RFI 2-Q17) Drawing A170 detail 7 has note modify existing (radius) soffit to accommodate new partition. Please provide section / elevation that details / specifies finishes, i.e. stainless steel, drywall, etc.

Answer: See detail 1/RFI2, 2/RFI2, 3/RFI2, 4/RFI2 provided with this addendum.

Question: (Thornton Inc. RFI 2-Q 18) Will x-raying of slab be required for plumbing & electrical slab penetrations?

Answer: X-ray of the slab would be at the discretion of the contractor. The existing slab is not post-tensioned, and there are no known plumbing or electrical run in the slab. The contractor will need to avoid cast in place beams which can be visibly seen from below. Contractor is to layout any and all penetrations and coordinate review by the Resident Project Representative and BCAD prior to coring or drilling for any penetration.

Question: (Thornton Inc. RFI 2-Q 19) Provide reflected ceiling / floor plan of space below that indicates room name & finished ceiling type so that we can better figure cut / patch requirements. Is work in space below to be figured as after-hours?

Answer: All piping below slab can be done in free access areas. No piping should be run through Spirit offices on lower floor. Piping may need to be routed around obstacles as was observed during the walkthrough by the elevator.

Question: (Thornton Inc. RFI 2-Q 20) Drawing A170 section details 2 & 3 have note ...satin finish stainless steel metal framed, door w/ full piano hinge & keyed lock. More detailed information is requested. What is gauge of stainless steel to be? Specify lock, handle, etc.

Answer: Gauge steel will be a minimum of 14-gauge steel sheet. Standard continuous piano hinge with 175 degrees opening capability. Provide key operated cylinder lock. Stainless steel units shall receive a no. 4 Satin Polish finish.

Question: (Thornton Inc. RFI 3 Q1) There appears to be an existing free standing wall behind the existing concession area to be relocated. Is the existing wall to be demolished & removed from site? The relocated concession area appears to indicate a partition behind concession area. Please provide all details, design, framing, finishes, structural support, attachments, etc. that are to be included.

Answer: Partition is to be removed and relocated as instructed on Sheet D100 and A110. See existing partition at site for framing, finishes structural support and attachments.

Question: (Thornton Inc. RFI 3 Q2) the existing concession area to be relocated appears to have resilient vinyl flooring. Is relocated concession area to have same / similar type of floor or will flooring being carpet?
Please clarify / specify flooring type, size of area to receive flooring & confirm this flooring will be provided by owner's vendor under separate contract.

Answer: Relocated concession area must be relocated as is. Provide same vinyl flooring area as per existing conditions.

Question: (Thornton Inc. RFI 3 Q3) Please confirm that we are to paint the acoustical ceiling grid.

Answer: Confirmed

Question: (Thornton Inc. RFI 3 Q4) Will the owner's carpet vendor under separate contract direct to owner be the party responsible to relocate, remove, store & reinstall items on floor where new carpet is being installed?

Answer: The vendor will be responsible for the work, but under supervision of the General Contractor. See question/answer 1 (Thornton Inc. RFI 2-Q1) above as well.

Question: (MVP Contractors Inc. RFI-1 Q1) Is it possible to schedule another site visit?

Answer: Yes, coordinate request with Curtis Celestine at BCAD 954-359-2590 or ccelestine@broward.org. Include in request suggested time and date, and number of attendees.

Question: (MVP Contractors Inc. RFI-2 Q1) Please advise if carpet work is going to be labor only or is it out of our scope of work and to be done by the Owner?

Answer: Supervision of the carpet installer's work is to be done by the General Contractor. The Owner's carpet installer is responsible for removal, storage, and reinstallation of seating, floor prep and installation of carpet and base. Removal and disposal of existing flooring and base to be in vendor provided dumpsters.

Question: (Thornton Inc. RFI 4-01) Drawing A180 Wall types 1,1A,4,5 & 7 have note extend metal studs & sound bunt insulation to deck above. Only wall types 4 & 5 appear to indicate an unidentified substrate on one side of metal stud. Please clarify if requires & if required then please specify substrate

Answer: Required 5/8" gypsum wall board to extend to deck above.

Question: (Thornton Inc; RFI 5-Q1) Duct detector test key switches do not appear to be indicated or located on electrical drawings. Please clarify, locate & quantify requirement

Answer: Duct detector key switches are existing in the ceiling. When the ceiling is taken down they need to be removed and placed back at the same location with the new ceiling. The contractor, by his statement below, knows the switches are there and has seen them on the walk thru of the concourse. The contractor is to create his own as-built drawings of the ceiling to ensure all devices, not only the key switches, are removed and reinstalled at the same locations.

Question: (Thornton Inc. RFI 5-Q2) Security cameras do not appear to be indicated or located on electrical drawings. Please clarify, locate, quantify & provide contact info for vendor required to perform these services

Answer: Work to coordinated with BCAD and Micro Security (Stephen De Molina) 305-335-6300. As
well as initial contact and coordination, A minimum 72 hour advance notification to BCAD Security will be required prior to beginning the work.

Question: (Thornton Inc. RFI 5-Q3) Drawing A110 General note 29: "...replace lamps and/or lenses in all light fixtures to remain the intent to make "like new". Electrical drawings key note No. 1 states "re-lamp all existing tray ceiling fixtures..." only. Please clarify which is the correct scope of work to include

Answer: Per Drawing A110 General note 29 replace all lamps and lenses in all fixtures to remain the intent to make "like new" additionally Keyed Note 1 indicates that the relamping of all existing tray light fixtures with 4100k lamps, 32w T8.

Question: (Thornton Inc. RFI 5-Q4) Drawing A110 General note 43: The construction drawings do not appear to indicate any modifications or additions to the existing Matrix card swipe security services. Please confirm none is required or quantify / specify any Matrix card swipe security systems work that is to be included for this project

Answer: No additional Matrix Card Swipe System required for project.

Question: (Thornton Inc. RFI 5-Q5) There are no construction barriers, air scrubbers, etc. indicated / specified to be used for the phases throughout the concourse & sterile corridors. Are none required? If required please describe, design & specify typical requirements for concourse & sterile corridor

Answer: For all phases of work temporary construction barriers must be coordinated with BCAD. These will need approval from BCAD Operations. Provide a temporary partition for the concession relocation, See temporary partition detail on sheet A310.

Question: (Thornton Inc. RFI 5-Q6) What is the existing roofing system and composition at Concourse H?

Answer: The existing roof is bonded and the Contractor must coordinate with the warranty supplier to ensure maintaining the roofing warranty. Seaman Corporation 1000 Venture Blvd. Wooster, OH 44691 (330-262-1111)

Question: (MVP Contractors Inc. RFI-3 Q1) Reference is made to Specification Section 10441. Please provide a sign schedule. Is a construction sign going to be required? If so where is it going to be installed?

Answer: Construction sign will not be required inside the concourse. However MOT signs are required for all work impacting the public and traffic flow inside the concourse. All Signage to be approved by Operations.

Question: (MVP Contractors Inc. RFI-4 Q1) Please confirm that abatement of any existing hazardous materials, if any is not a part of the scope of work for this solicitation.

Answer: Abatement of any existing hazardous materials is the responsibility of the Contractor. Information on known potentially hazardous is attached to this addendum.

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

NAME OF COMPANY: ALLIED CONTRACTORS, LLC
Attachment “A” Additional Details

TERMINAL 4 CONCOURSE H – POST SECURITY ENHANCEMENTS
RLI Number: 2007101-0-AV-01,
Work Authorization No.: RSH-T7-02
RSH No.: 206-0821-019
REMOVE PORTION OF EXISTING ACOUSTIC CEILING TILE TO ALLOW INSTALLATION OF NEW PARTITION. PATCH CEILING TO MATCH EXISTING. (TYP)

REMOVE METAL COVE FASCIA & METAL COLUMN COVER. PROVIDE NEW COLUMN CLADDING AS PER DETAILS NO. 3/RFI #2 AND NO. 4/RFI #2

RELOCATED MEN'S TOILET IDENTIFICATION SIGN

ENPLANING LEVEL MEN'S TOILET REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"
ELEVATION @ COLUMN - MEN'S TOILET

BLACK METAL CLAD TO MATCH existing

NEW COLUMN CLADDING TO MATCH EXISTING

NEW WAISSCOT TO MATCH EXISTING

EXISTING ACoustIC CEILING

NEW SOFFIT ELEV +7'-11"

2X2 STAINLESS STEEL CORNER GUARD TO MATCH EXISTING

MEN'S TOILET CEILING @ ELEV +8'-0"

SCALE: 1/2" = 1'-0"
NEW CLADDING TO MATCH EXISTING
NEW BRACKETS (COORDINATE W/ MANUFACTURER)
SEE PLAN FOR FINISH

(2) 3 5/8" SSJ METAL STUD SUBFRAME
NEW BRACKETS (COORDINATE W/ MANUFACTURER)
NEW CLADDING TO MATCH EXISTING

EXISTING COLUMN
NEW REVEAL TO MATCH EXISTING
NEW CLADDING TO MATCH EXISTING

COLUMN DETAIL - MEN'S TOILET
SCALE: 3" = 1'-0"

CARTAYA & ASSOCIATES
ARCHITECTS P.A.
3077 E. COMMERCIAL BLVD. SUITE 201
FT. LAUDERDALE, FLORIDA 33308
771-2724 FAX 776-4280

AA CC00366
COLUMN DETAIL @ SOFFIT CONDITION - MEN'S TOILET

SCALE: 3' = 1'-0"
6"x6 GA. METAL FRAMING TO EXISTING SUPPORT. FRAMING MUST MEET WIND LOADS DESIGN PRESSURE

EXTEND METAL STUDS AND SOUND BATT INSULATION TO DECK ABOVE

SUBMIT PRODUCT APPROVAL CERTIFICATION. LOUVER ATTACHMENT TO COMPLY WITH PRODUCT APPROVAL CERTIFICATION

DUCT WORK (SEE MECHANICAL DOCUMENTS)

INTERIOR
6"x6 GA. METAL FRAMING TO EXISTING SUPPORT. FRAMING MUST MEET WIND LOADS DESIGN PRESSURE

1/2" GYPSUM (M.R.) REVEAL

5/8″ GYPSUM (M.R.) WALL BOARD

BOTTOM OF GYPSUM W.B. CEILING

ELEV 6'-0" NEW FROSTED GLASS WINDOW

EXISTING METAL PANEL SUPPORT (VERIFY @ FIELD)

EXISTING EXTERIOR METAL PANEL

FLASHING, DARK BRONZE FINISH TO MATCH WINDOW FRAMES

SEALANT @ ENTIRE PERIMETER/RUBATEX GASKET

BIRD/INSECT SCREEN

SEALANT @ ENTIRE PERIMETER/RUBATEX GASKET

FLASHING, DARK BRONZE FINISH TO MATCH WINDOW FRAMES

EXTERIOR

EXISTING EXTERIOR METAL PANEL

LOUVER PENETRATION - MEN'S TOILET

NOTE: LOUVER TRIM COLOR TO BE DARK BRONZE TO MATCH EXISTING WINDOW FRAMES

SCALE: 1" = 1'-0"
VERIFY ROOF WARRANTY PRIOR TO PERFORMING ANY WORK ON ROOF. COORDINATE WITH BCA.

ROLLED FLASHING 4" DOWN INTO PIPE

PLUMBING VENT STACK

Mastic at edges of roofing felts

Modified roofing flashing strip

Verify if additional support frame is required around penetration

Strip in with two pieces of felt, set flange before stripping

Set flange in mastic-prime flange before stripping

PLUMBING VENT FLASHING

NOTE: All flashing shall be aluminum

RFI#2

N.T.B.
CONCESSION PARTITION

6" x 18 GA. METAL STUDS AT 16" O.C.
5/8" GYPSUM W/BOTH SIDES (TYPICAL)

BASE TO MATCH EXISTING
SCHEDULED FLOOR Finish
(S/EE FINISH SCHEDULE)

0.13 PDF @ 12" O.C.
(STAGGERED)

(2) 92 TEKS @ EACH STUD
EXISTING CONCRETE

PROVIDE 4 - 14" x 16" SQUARE GRILLES TO MATCH EXISTING LOCATIONS. VERIFY EQUIPMENT MANUFACTURER PRIOR TO INSTALLATION.

B/EV 7'-6" MATCH EXISTING

7
RFI#3

SCALE: 3/4" = 1'-0"
Attachment "B" Asbestos Containing Material

TERMINAL 4 CONCOURSE H – POST SECURITY ENHANCEMENTS
RLI Number: 2007101-0-AV-01, Work Authorization No.: RSH-T7-02, RSH No.: 206-0821-019
5 ASBESTOS CONTAINING MATERIAL
This section describes the asbestos-containing materials (ACM) observed during the inspection. The quantities of material described herein are approximate and are not to be relied upon by asbestos abatement contractors for bidding purposes.

The material sampled and found to contain more than one percent (1%) asbestos is listed below.

<table>
<thead>
<tr>
<th>Homogeneous Area Number 90</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample No.:</td>
</tr>
<tr>
<td>Material:</td>
</tr>
<tr>
<td>Location:</td>
</tr>
<tr>
<td>Results:</td>
</tr>
<tr>
<td>Quantity:</td>
</tr>
<tr>
<td>The material was in good condition and was non-friable.</td>
</tr>
</tbody>
</table>
6 CONCLUSIONS

The results of our observation and laboratory analysis indicate that non-friable asbestos containing mirror mastic was identified within the samples collected at the site.

There is no regulatory guideline that requires removal of this material unless it will be disturbed during renovation or remodeling activities. If the material is to be impacted or removed, the removal must be conducted by a Florida licensed asbestos abatement contractor, with prior notification to the appropriate Broward County and the State of Florida agencies.
Attachment "C" Seaman Corporation FiberTite Warranty

TERMINAL 4 CONCOURSE H – POST SECURITY ENHANCEMENTS
RLI Number: 2007101-0-AV-01,
Work Authorization No.: RSH-T7-02
RSH No.: 206-0821-019
TO: FiberTite® Applicators
FROM: Becky Sacco
RE: FiberTite Warranty

Congratulations on the completion of another FiberTite® Roofing System. Enclosed please find the warranty for the FiberTite® System.

You will find the original warranty and two copies. One copy is for your records; the original warranty and additional copy are to be signed by the building owner. The building owner should retain the original and send the signed copy to Seaman Corporation for our records. A self-addressed envelope has been enclosed for your convenience in returning our copy.

I would like to thank you in advance for your cooperation and help with the completion of the warranty.

Sincerely,

[Signature]

Becky Sacco
FiberTite® Warranty Services

Enclosures
SEAMAN CORPORATION COMMERCIAL ROOFING WARRANTY

1. The roofing system installed shall be warranted as follows:

2. Terms & Conditions

2.1. The following warranty period shall apply:

2.2. The weather resistance of the roofing system shall be warranted for a period of 20 years from the date of installation.

2.3. The waterproofing of the roofing system shall be warranted for a period of 10 years from the date of installation.

2.4. The workmanship of the roofing system shall be warranted for a period of 5 years from the date of installation.

2.5. The manufacturer shall not be liable for any damages caused by acts of God, including but not limited to wind, fire, or natural disasters.

2.6. The manufacturer shall not be liable for damages caused by improper installation or maintenance of the roofing system.

2.7. The manufacturer shall not be liable for damages caused by the use of non-approved materials or accessories.

2.8. The manufacturer shall not be liable for damages caused by the failure to follow the manufacturer's installation instructions.

2.9. The manufacturer shall not be liable for damages caused by the failure to provide adequate and proper maintenance of the roofing system.

2.10. The manufacturer shall not be liable for damages caused by the failure to comply with local building codes and regulations.

2.11. The manufacturer shall not be liable for damages caused by the failure to provide adequate drainage and ventilation of the roofing system.

2.12. The manufacturer shall not be liable for damages caused by the failure to provide adequate insulation of the roofing system.

2.13. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against UV radiation.

2.14. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against impact damage.

2.15. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against chemical damage.

2.16. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against biological damage.

2.17. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against mechanical damage.

2.18. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against electrical damage.

2.19. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against thermal damage.

2.20. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against water damage.

2.21. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against fire damage.

2.22. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against structural damage.

2.23. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against aesthetic damage.

2.24. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against acoustic damage.

2.25. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against thermal comfort damage.

2.26. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against air quality damage.

2.27. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against energy efficiency damage.

2.28. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against water conservation damage.

2.29. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against energy security damage.

2.30. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against environmental damage.

2.31. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against social damage.

2.32. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against economic damage.

2.33. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against political damage.

2.34. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against cultural damage.

2.35. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against psychological damage.

2.36. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against physical damage.

2.37. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against emotional damage.

2.38. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against mental damage.

2.39. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against spiritual damage.

2.40. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against natural damage.

2.41. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against supernatural damage.

2.42. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against artificial damage.

2.43. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against mechanical damage.

2.44. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against electrical damage.

2.45. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against thermal damage.

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2.50. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against acoustic damage.

2.51. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against thermal comfort damage.

2.52. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against air quality damage.

2.53. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against energy efficiency damage.

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2.58. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against economic damage.

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2.62. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against physical damage.

2.63. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against emotional damage.

2.64. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against mental damage.

2.65. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against spiritual damage.

2.66. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against natural damage.

2.67. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against supernatural damage.

2.68. The manufacturer shall not be liable for damages caused by the failure to provide adequate protection against artificial damage.
TO: Building Owner – Attention: Building Engineering and/or Maintenance Department

FiberTite Single-ply manufactured membrane (“FiberTite Roof”) consists of a puncture and abrasion resistant fabric with our proprietary Ketone Ethylene Ester (KEE) coating that can withstand weathering and environmental hazards, in accordance with the warranty set forth on the reverse side (the “Warranty”). To obtain optimum performance from your FiberTite Roof and in order to maintain the effectiveness of the Warranty over the lifetime of the Warranty, you must comply with all of the maintenance activities set forth below.

You must perform bi-annual inspections of your building roof in the spring and fall of the year, as well as immediately following any significant weather events, to make sure that your building roof is free of any conditions that may cause unnecessary injury to the roof deck, leading to expensive repairs and possible damage to the building interior. When performing a roof maintenance inspection you must check for punctures in the membrane sheet, open seams at the membrane overlaps and at the roof penetrations (soil stacks, curbs, platforms, etc.) as well as the parapet walls and/or edge details (use a blunt instrument, such as a screwdriver, to inspect seam integrity); caulking at the termination bars, surface mounted reglets and pitch pan sealants, any loose fasteners and nails, both on the roof field itself as well as on the wall and edge details; check drains and gutters to make sure that they are unclugged; and check to make sure that there is no water ponding on the roof. We have included a checklist to be used as a reference tool in performing such inspections.

You must also establish and maintain a policy of keeping unauthorized people off your roof and minimize the number of service personnel trips on your roof. You must place locks on all doors leading to your roof as well as post a sign that disallows entrance to unauthorized personnel. We have enclosed pressure sensitive labels with your Warranty that you must post on your roof exits. These labels refer to the slippery nature of the FiberTite Roof when it becomes wet from rain, snow, or ice conditions. Proper safety shoes must be worn if it is imperative that roof top work be performed under these weather conditions.

If you have a busy roof, i.e., one with much foot traffic, you must install walkways on the roof. Use of walkways will minimize the possibility of damage to the FiberTite Roof.

It is important to consider the roof covering whenever you add new products and/or processes to your building operation that will cause chemical contaminant venting onto your roof. Below is a list of chemicals that can cause harm to the FiberTite roof covering, especially if left ponding for several months (please note that the list of chemicals below is not an exhaustive list):

- Acetic Acid
- Benzene
- Ethyl Acetate
- Methyl Ethyl Ketone (MEK)
- Phenol
- Solvent Degreasers
- Aromatic Hydrocarbons
- Chlorox
- Furfural
- Nitric Acid
- Phosphoric Acid 75%
- Toluene
- Asphalt Materials
- Cooking Oil above 140°F.
- Gasoline
- Paint Thinners
- Phthalate Plasticizer Above 100°F.
- Xylene

You must consider the compatibility of the roof system should the building be used for a new purpose. Any installation of new roof top equipment, such as air conditioning equipment, requires the service of an authorized FiberTite contractor to install new flashings and other equipment so that no harm is caused to the integrity of the roof covering.

In addition to the bi-annual inspections referenced above, we recommend that you initiate a service contract with an authorized FiberTite contractor which allows for professional annual inspections and immediate corrective action for any potential roof damaging problems. Authorized FiberTite contractors have thorough knowledge of FiberTite roof technology and full service professional abilities in solving roof damaging problems. Contact your FiberTite representative or the FiberTite Technical Service Department for any assistance in locating these authorized contractors or for any questions about your FiberTite Roof.

Seaman Corporation: 1000 Venture Blvd., Wooster, Ohio 44691 tel. 800/927-8578 fax 800/649-2737 www.fibertite.com www.seamancorp.com FiberTite® is a registered trademark of Seaman Corporation
### PARTIAL CHEMICAL REAGENT LIST
**COMPATIBLE WITH FIBERTITE® MEMBRANE**

<table>
<thead>
<tr>
<th>Ammonium Phosphate</th>
<th>Kerosene</th>
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<tbody>
<tr>
<td>Ammonium Sulphate</td>
<td>Magnesium Chloride</td>
</tr>
<tr>
<td>Antifreeze (Ethylene Glycol)</td>
<td>Magnesium Hydroxide</td>
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<tr>
<td>Animal Oil</td>
<td>Methyl Alcohol</td>
</tr>
<tr>
<td>ASTM Fuel A</td>
<td>Mineral Spirits</td>
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<tr>
<td>ASTM Oil #2</td>
<td>Naptha</td>
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<tr>
<td>Calcium Chloride Solutions</td>
<td>Lactic Acid</td>
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<tr>
<td>Calcium Hydroxide</td>
<td>Phosphoric Acid (50%)</td>
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<tr>
<td>20% Chlorine Solution</td>
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<tr>
<td>Hydrochloric Acid (50%)</td>
<td>Transformer Oil</td>
</tr>
<tr>
<td>Hydrofluoric Acid (5%)</td>
<td>Transformer Oil (PCB)</td>
</tr>
<tr>
<td>Hydrofluoric Acid (50%)</td>
<td>Turpentine</td>
</tr>
<tr>
<td>Hydrofluosilic Acid (30%)</td>
<td>Urea Formaldehyde</td>
</tr>
<tr>
<td>Ivory Soap</td>
<td>Vegetable Oil</td>
</tr>
<tr>
<td>JP-4 Jet Fuel</td>
<td>Zinc Chloride</td>
</tr>
</tbody>
</table>

The above compatibility list must be conditioned by chemical concentrate percentage and temperature. For example, if animal fats are vented through the stack at high temperatures, 200°F, the membrane may be corroded and damaged. Please send concentration and specific data pertinent to your needs for evaluation.

---

_Fibertite is a registered trademark of Seaman Corporation._
Attachment "D" Addendum No. 2 – Revised Fixture Schedule and Sketches

TERMINAL 4 CONCOURSE H – POST SECURITY ENHANCEMENTS
RLI Number: 2007101-0-AV-01,
Work Authorization No.: RSH-T7-02
RSH No.: 206-0821-019
# FIXTURE SCHEDULE

**EQUIPMENT SELECTION BASED ON AMERICAN STANDARD**

<table>
<thead>
<tr>
<th>SYMBOL</th>
<th>ITEM DESCRIPTION</th>
<th>CW</th>
<th>HW</th>
<th>TRAP</th>
<th>FIXTURE UNITS</th>
<th>REMARKS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.1</td>
<td>WATER CLOSET (STD) HARD WIRED SENSOR OPERATED</td>
<td>1&quot;</td>
<td>---</td>
<td>INTEGRAL</td>
<td>4</td>
<td>WALL MOUNTED FLUSH VALVE 1.28 GPF. BY CONTRACTOR - MODEL 3351.712</td>
</tr>
<tr>
<td>P.1A</td>
<td>WATER CLOSET (STD) HARD WIRED SENSOR OPERATED</td>
<td>1&quot;</td>
<td>---</td>
<td>INTEGRAL</td>
<td>4</td>
<td>FLOOR MOUNTED FLUSH VALVE 1.28 GPF. BY CONTRACTOR - MODEL 3451.712</td>
</tr>
<tr>
<td>P.2</td>
<td>WATER CLOSET (ADA) HARD WIRED SENSOR OPERATED</td>
<td>1&quot;</td>
<td>---</td>
<td>INTEGRAL</td>
<td>4</td>
<td>WALL MOUNTED FLUSH VALVE 1.28 GPF. BY CONTRACTOR - MODEL 3352.712</td>
</tr>
<tr>
<td>P.3</td>
<td>LAVATORY &amp; FAUCET (ADA) HARD WIRED SENSOR OPERATED</td>
<td>1½&quot;</td>
<td>---</td>
<td>1½&quot;</td>
<td>2</td>
<td>WALL HUNG WITH .5 GPM AERATOR, SEE NOTE 4 - MODEL 8124.131</td>
</tr>
<tr>
<td>P.4</td>
<td>LAVATORY &amp; FAUCET (STD) HARD WIRED SENSOR OPERATED</td>
<td>1½&quot;</td>
<td>---</td>
<td>1½&quot;</td>
<td>2</td>
<td>EXPRESS DECK LAVATORY STATION WITH .5 AERATOR BY CONTRACTOR</td>
</tr>
<tr>
<td>P.5</td>
<td>URINAL HARD WIRED SENSOR OPERATED</td>
<td>¾&quot;</td>
<td>---</td>
<td>2&quot;</td>
<td>4</td>
<td>WALL HUNG 1/8 GPF - MODEL 6590.530</td>
</tr>
<tr>
<td>P.6</td>
<td>NOT USED</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>P.7</td>
<td>HOSE BIBB</td>
<td>¾&quot;</td>
<td>---</td>
<td>---</td>
<td>5</td>
<td>SEE NOTE 3</td>
</tr>
</tbody>
</table>

**NOTES:**

1. PROVIDE ACCESS PANELS FOR EACH GANG OF VALVES.
2. PROVIDE AND INSTALL TRAP AND SUPPLY LINE INSULATION KIT. FOR ADA LAVATORY'S.
3. HOSE BIBB WITH VACUUM BREAKER. WOODFORD MODEL B24 OR APPROVED BY ENGINEER.
4. (ADA) SET @ 34" A.F.F.
5. ALL PLUMBING FIXTURES & FIXTURE FITTINGS SHALL COMPLY WITH FBC PLUMBING TABLE SEC.604.4 & SEC.604.
6. PLUMBING FIXTURES SHOWN OR EQUAL SHALL BE PROVIDED BY CONTRACTOR WITH SHOP DRAWINGS ON EACH FIXTURE SUBMITTED FOR APPROVAL BY THE OWNER & ARCHITECT.
7. SEE SHEET A150, FIXTURE SCHEDULE NOTE ONE, FOR RESTROOM SINKS.
<table>
<thead>
<tr>
<th>DATE</th>
<th>BATCH NUMBER</th>
<th>LICENSE NBR</th>
<th>SEQ#</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01/2012</td>
<td>118196593</td>
<td>GC060076</td>
<td>L12050101477</td>
</tr>
</tbody>
</table>

The GENERAL CONTRACTOR
Named below IS CERTIFIED.
Under the provisions of Chapter 489.113
Expiration date: AUG 31, 2014

GARCACHE, ARMANDO
ALLIED CONTRACTORS INC
16201 NW 82ND CT
MIAMI LAKES, FL 33016

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW
BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

DBA: 
Business Name: ALLIED CONTRACTORS, INC. 
Receipt #: 180-245750

Business Type: GENERAL CONTRACTOR

Owner Name: ARMANDO CARCACHE 
Business Location: 4700 SHERIDAN ST STE J16
HOLLYWOOD
Business Phone: 786 412-4286

Business Opened: 03/23/2012
State/County/Cert/Reg: CGC060070
Exemption Code:

Rooms Seats Employees Machines Professionals
2

Number of Machines:
For Vending Business Only
Vending Type:

<table>
<thead>
<tr>
<th>Tax Amount</th>
<th>Transfer Fee</th>
<th>NSF Fee</th>
<th>Penalty</th>
<th>Prior Years</th>
<th>Collection Cost</th>
<th>Total Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>27.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>27.00</td>
</tr>
</tbody>
</table>

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
ALLIED CONTRACTORS, INC.
2302 W 79TH ST
HIALEAH, FL 33016

Receipt #: 0033-11-00001824
Paid 07/10/2012 27.00

2012 - 2013
This Certificate is Awarded to:
ALLIED CONTRACTORS, INC.

As set forth in the Business Opportunity Act of 2004 and/or the County Business Enterprise Act of 2009, the certification requirements have been met for:

County 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.

A service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness
Certificate of Client Membership

ALLIED CONTRACTORS, INC.
Drug Free Workplace Program

This is to certify that Allied Contractors, Inc. has an active account with First Advantage SBS to maintain a Drug Free Workplace program.

Allied Contractors, Inc. may perform pre-employment, random, post accident and reasonable suspicion testing under the supervision of First Advantage SBS.

Further noted here, a Drug Free Workplace Program has been established by Allied Contractors, Inc. who will oversee the compliance of company policy & regulation for Controlled Substance and Alcohol Testing.

Authorized By: M. Black on the behalf of First Advantage SBS
Issued: February 16, 2012
CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:  
- STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
- STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
- STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

<p>| NAMED INSURED: ALLIED CONTRACTORS INC |
| ADDRESS OF NAMED INSURED: 2302 W 79TH ST HIALEAH FL 33016-5516 |</p>
<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>EFFECTIVE DATE OF POLICY</th>
<th>DESCRIPTION OF VEHICLE</th>
<th>LIABILITY COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>607 7069-C25-59</td>
<td>09/25/12-03/25/13</td>
<td>2010 CADILLAC ESCALADE</td>
<td>X YES X NO X YES X NO X YES X NO</td>
</tr>
<tr>
<td>346 5536-B15-59</td>
<td>08/15/12-02/15/13</td>
<td>1999 FORD F350 SD</td>
<td>X YES X NO X YES X NO X YES X NO</td>
</tr>
<tr>
<td>196-9277-C19-59</td>
<td>09/19/12-03/19/13</td>
<td>1FTWM342X9E670635</td>
<td>X YES X NO X YES X NO X YES X NO</td>
</tr>
</tbody>
</table>

LIMITS OF LIABILITY

<table>
<thead>
<tr>
<th>a. Bodily Injury &amp; Property Damage</th>
<th>Single Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Person</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

PHYSICAL DAMAGE COVERAGES

<table>
<thead>
<tr>
<th>a. Comprehensive</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>$500.00</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE

<table>
<thead>
<tr>
<th>HIRED CAR LIABILITY COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>X YES X NO X YES X NO X YES X NO</td>
</tr>
</tbody>
</table>

FLEET COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES

| X YES X NO X YES X NO X YES X NO |

Signature of Authorized Representative: Ray Diaz  
Name and Address of Certificate Holder: Broward County  
115 South Andrews Ave  
Ft. Lauderdale, FL 33301  
Re: Maintenance Building Central Broward  
Regional Park 4901-11A

Name and Address of Agent: STATE FARM INSURANCE COMPANY  
RAY DIAZ, AGENT  
7600 W 20 AVENUE SUITE # 109  
HIALEAH, FLORIDA 33016  
305-823-4202

Request permanent Certificate of Insurance for liability coverage.  
Request Certificate Holder to be added as an Additional Insured.
CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: ALLIED CONTRACTORS INC

ADDRESS OF NAMED INSURED: 2302 W 79th Stree Hialeah, FL 33016-5516

POLICY NUMBER 283-6753-C30-59 408-2409-C25-59

EFFECTIVE DATE OF POLICY 09/23/12-12/30/13 09/25/12-03/25/13

DESCRIPTION OF VEHICLE (Including VIN) 2003 Ford F150 2FTRF7Z93CBE05202 2006 Chevy CCE5042 DUMP 1GBE5E129F6P423934

LIABILITY COVERAGE ☒ YES ☐ NO ☒ YES ☐ NO ☀ YES ☐ NO ☀ YES ☐ NO ☀ YES ☐ NO

a. Bodily Injury Each Person $1,000,000.00 $1,000,000.00 Each Accident

b. Property Damage Each Accident

c. Bodily Injury & Property Damage Single Limit Each Accident $1,000,000.00 $1,000,000.00

PHYSICAL DAMAGE COVERAGES ☒ YES ☐ NO ☒ YES ☐ NO ☀ YES ☐ NO ☀ YES ☐ NO ☀ YES ☐ NO

a. Comprehensive

b. Collision

es. EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO

Hired Car Liability Coverage ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO

Fleet - Coverage for All Owned and Licensed Motor Vehicles ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO

Signature of Authorized Representative

Name and Address of Certificate Holder

Broward County
115 South Andrews Ave
P. Lauderdaie, FL 33301
Re: Maintenance Building Central Broward
Regional Park 8901-11A

INTERNAL STATE FARM USE ONLY: ☐ Request permanent Certificate of Insurance for liability coverage.
☐ Request Certificate Holder to be added as an Additional Insured.

AGENT 6804-59 21/26/2012

Name and Address of Agent

STATE FARM INSURANCE COMPANY
RAY DIAZ, AGENT
7500 W 20 AVENUE SUITE #109
HIALEAH, FLORIDA 33015
305-823-4202
ALTER SURETY GROUP, INC.
Bond Department

Public Works Bond
in compliance with Florida Statute Chapter 255.05

Bond Number
60090404

Contractor
Allied Contractor's, Inc.
Address &
2302 W. 79th Street
Phone No.
Hialeah, FL 33016
305-819-4599

Surety
Capitol Indemnity Corporation
Address &
PO Box 5900
Phone No.
Madison, WI 53705
608-829-4200

Owner Name
Broward County
Address &
115 S. Andrews Avenue, Room 212
Phone No.
Ft. Lauderdale, FL 33301
954-357-6066

Contract/Project Number
Bid No. Z1092417C1

Project Name
Terminal 4 – Concourse “H” – Post Security Enhancements

Project Location
Four Lauderdale Airport

Legal Description
Same as above
And Street Address

Description of Work
Post Security Enhancements

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 conflict with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the application statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the bond.
All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.
PROJECT FORM 007500-1: PERFORMANCE BOND

BY THIS BOND, We Allied Contractor's, Inc., as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 2302 W. 79th Street

Hialeah, FL 33016

Phone: 305-819-4599

and Capitol Indemnity Corporation, as Surety, under the assigned Bond Number 60090404, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Seven Hundred Eighty One Thousand Nine Hundred Sixty Seven and No/100 Dollars ($781,967.00) 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.: Z1092417C1 awarded the 14th day of May, 2013, with COUNTY which Contract Document 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 Terminal 4 - Concourse “H” - Post Security Enhancements, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

9-12-2012
PROJECT FORM 007500-1: PERFORMANCE BOND (continued)

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 21st day of May, 2013.
PROJECT FORM 007500-1: PERFORMANCE BOND (continued)

ATTEST:

Secretary

(CORPORATE SEAL)

Allied Contractor's, Inc.

(Name of Corporation)

By

(Signature and Title)

Armando Carcache, President

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

Warren Alter

Agent and Attorney-in-Fact

INSURANCE COMPANY:
Capitol Indemnity Corporation

By

Address: PO Box 5900

(Street)

Madison, WI 53705

(City/State/Zip Code)

Telephone No.: (608) 829-4200

9-12-2012
PROJECT FORM 007500-2: PAYMENT BOND

BY THIS BOND, We Allied Contractor's, Inc. as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 2302 W. 79th Street

Hialeah, FL 33016

Phone: 305-819-4599

and Capitol Indemnity Corporation as Surety, under the assigned Bond Number 6090404 are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Seven Hundred Eighty One Thousand Nine Hundred Sixty Seven and No/100 Dollars ($781,967.00) 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.: Z1092417C1, awarded the 14th day of May 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;

9-12-2012
THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

a) A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, serve notice to CONTRACTOR that it intends to look to the bond for protection.

b) A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall no earlier than 45 days, but within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, serve notice to CONTRACTOR and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

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

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

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

Signed and sealed this 21st day of May, 2013.
PROJECT FORM 007500-2: PAYMENT BOND (continued)

Armando Carcache, President (Type Name and Title Signed Above)

INSURANCE COMPANY:
Capitol Indemnity Corporation

By Warren A. Alter Agent and Attorney-in-Fact

Address: PO Box 5900
Madison, WI 53705

Telephone No.: (608) 829-4200
CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

WARREN ALTER; DAVID SATINE

its true and lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, he and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointees to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the company may be affixed in any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereunto affixed duly attested, this 2nd day of May, 2011.

Attest:

[Signature]
Richard W. Allen III
President
Surety & Fidelity Operations

CAPITOL INDEMNITY CORPORATION

[Signature]
David F. Pandl
CEO & President

STATE OF WISCONSIN
COUNTY OF DANE

On the 2nd day of May, 2011 before me personally came David F. Pandl, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; and is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the said affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

[Signature]
Daniel W. Krieger
Notary Public, Dane Co., WI
My Commission is Permanent

STATE OF WISCONSIN
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 21st day of May 2013.

[Signature]
Alm S. Oglivie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.
# ALTER SURETY GROUP, INC.

**Bond Department**

**Public Works Bond**
in compliance with Florida Statute Chapter 255.05

<table>
<thead>
<tr>
<th>Bond Number</th>
<th>60090404</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td>Allied Contractor's, Inc.</td>
</tr>
<tr>
<td>Address &amp; Phone No.</td>
<td>2302 W. 79th Street 305-819-4599</td>
</tr>
<tr>
<td>Surety</td>
<td>Capitol Indemnity Corporation</td>
</tr>
<tr>
<td>Address &amp; Phone No.</td>
<td>PO Box 5900 Madison, WI 53705 608-829-4200</td>
</tr>
<tr>
<td>Owner Name</td>
<td>Broward County</td>
</tr>
<tr>
<td>Address &amp; Phone No.</td>
<td>115 S. Andrews Avenue, Room 212 Ft. Lauderdale, FL 33301 954-357-6066</td>
</tr>
<tr>
<td>Contract/Project Number</td>
<td>Bid No. Z1092417Cl</td>
</tr>
<tr>
<td>Project Name</td>
<td>Terminal 4 -- Concourse “H” -- Post Security Enhancements</td>
</tr>
<tr>
<td>Project Location</td>
<td>Four Lauderdale Airport</td>
</tr>
<tr>
<td>Legal Description</td>
<td>Same as above</td>
</tr>
<tr>
<td>And Street Address</td>
<td></td>
</tr>
<tr>
<td>Description of Work</td>
<td>Post Security Enhancements</td>
</tr>
</tbody>
</table>

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 application statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the **front page** of the bond.
All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.
PROJECT FORM 007500-1: PERFORMANCE BOND

BY THIS BOND, We Allied Contractor's, Inc. as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 2302 W. 76th Street

Hialeah, FL 33016

Phone: 305-819-4589

and Capitol Indemnity Corporation as Surety, under the assigned Bond Number 60080404 are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Seven Hundred Eighty One Thousand Ninety Seven and 00/100 Dollars ($781,967.00) 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.: Z1092417C1 awarded the 14th day of May 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) Performs the Contract between CONTRACTOR and COUNTY for construction of Terminal 4 - Concourse "H" - Post Security Enhancements, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
PROJECT FORM 007500-1: PERFORMANCE BOND (continued)

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 ___21st___ day of ___May____, 2013__.
PROJECT FORM 007600-1: PERFORMANCE BOND (continued)

ATTEST:  
Allied Contractor's, Inc.  
(Name of Corporation)  
By  
(Signature and Title)  
Armando Carcache, President  
(Type Name and Title Signed Above)  

(CORPORATE SEAL)  

IN THE PRESENCE OF:  
IN THE PRESENCE OF:  
Coventry Insurance Company  
(Name of Corporation)  
By  
(Signature and Title)  
Warren Allen Agent and Attorney-in-Fact  
(type Name and Title Signed Above)  

INSURANCE COMPANY:  
Capitol Indemnity Corporation  
By  
(Warren Allen Agent and Attorney-in-Fact)  

Address: PO Box 5600  
(Street)  
Madison, WI 53705  
(City/State/Zip Code)  
Telephone No.: (608) 829-4200  

9-12-2012
PROJECT FORM 007500-2: PAYMENT BOND

BY THIS BOND, We, Allied Contractor's, Inc., as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 2302 W. 76th Street

Hialeah, FL 33016

Phone: 305-819-4599

and Capital Indemnity Corporation, as Surety, under the assigned Bond Number 60090404, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Seven Hundred Eighty One Thousand Nine Hundred Sixty Seven and 0/100 Dollars ($781,687.00) 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.: Z1092417C1, awarded the 14th day of May, 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;

9-12-2012
THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

a) A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, serve notice to CONTRACTOR that it intends to look to the bond for protection.

b) A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall no earlier than 45 days, but within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, serve notice to CONTRACTOR and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

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

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

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

Signed and sealed this 21st day of May, 2013.
PROJECT FORM 007500-2: PAYMENT BOND (continued)

ATTEST: [Seal]

Allied Contractor's, Inc.
(Name of Corporation)

By [Signature and Title]

Armando Caraballo, President
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

[Signature]

INSURANCE COMPANY:
Capital Indemnity Corporation

By [Signature]

Warren Alton, Agent and Attorney-in-Fact

Address: PO Box 5000
(Street)

Madison, WI 53705
(City/State/Zip Code)

Telephone No.: (608) 829-4200
CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, execute and appoint

WARRIEN ALTER, DAVID SATINE

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and in its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED $20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more of the said vice-presidents, assistant secretaries and attorneys-in-fact, each to have the power and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power or certificate containing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officers undersigned and its corporate seal to be hereunto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III
President
Surety & Fidelity Operations
STATE OF WISCONSIN
COUNTY OF DANE

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say that he resides in the County of Dane, State of Wisconsin; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that he affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by order of:

David F. Pauly
CEO & President

CAPITOL INDEMNITY CORPORATION

STATE OF WISCONSIN
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, saw the incumbrant in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Hereby certify this document to bear true

21st May 2013

I, the undersigned, duly elected to the office stated below, saw the incumbrant in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

Daniel W. Krueger

21st May 2013

By: [Signature]

SECRETARY OF STATE OF WISCONSIN
OFFICE OF THE SECRETARY OF STATE

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