ADDENDUM NO. 1

Solicitation No.: Z1094202C1
Solicitation Title: Commercial Vehicle Automated Vehicle Identification Infrastructure (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.

☑ 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 13, 2013 at 2:00 p.m.

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

3. The Communication Policy and Infrastructure Specifications have been added to the Contract Documents. Attachment "A" Pages 3 thru 50 of Addendum No. 1.

4. Request for Information:
   1. Question: Sheet CS1.01 refers to Structural Sheet S2.01 Detail 1 and Detail 2, There is no Sheet S2.01 please confirm the correct sheet for these details.

   Answer: REPLACE Sheet CS1.01 with sheet CS1.01R. See clouded areas for actual changes.

   2. Question: Please confirm the equipment manufacturer and specification for the New Vehicular Gate Arm System on Sheet CS1.01

   Answer: REPLACE Sheet CS1.01 with sheet CS1.01R. See clouded areas for actual changes.
Gate Arm & white Dura post (Safe hits) have been removed from the scope of work. All other components should proceed as presented in the drawings (the electrical, conduit for CCTV, NEMA box and mount, cantilevered structure. See clouded areas for actual changes.

3. **Question:** Can existing electrical conduits be utilized for data & power runs, if found to be available to accept cabling or, are new conduits required at all locations for this project?

   **Answer:** New conduits will be utilized at all locations.

4. **Question:** Are existing concrete locations required to be X-rayed prior to drilling?

   **Answer:** All areas shall either utilize X-Ray and/or Ground Penetrating Radar to avoid conflicts prior to construction.

5. **REPLACE** Sheet ES0.00 with sheet ES0.00R. See clouded areas for revisions.

6. **REPLACE** Sheet ES1.01 with sheet ES1.01R. See clouded areas for revisions.

7. **REPLACE** Sheet ES1.02 with sheet ES1.02R. See clouded areas for revisions.

8. **REPLACE** Sheet ES1.03 with sheet ES1.03R. See clouded areas for revisions.

9. **REPLACE** Sheet ES1.04 with sheet ES1.04R. See clouded areas for revisions.

10. **REPLACE** Sheet ES1.08 with sheet ES1.08R. See clouded areas for revisions.

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

**NAME OF COMPANY:** ________________________________________
BROWARD COUNTY AVIATION DEPARTMENT
COMMUNICATION POLICY & INFRASTRUCTURE SPECIFICATIONS

All noted standards apply to the current revisions applicable at the time of construction or intended construction.

NO SUBSTITUTIONS OR DEVIATIONS FROM THIS STANDARD WILL BE ACCEPTED WITHOUT PRIOR AUTHORIZATION OF THE BROWARD COUNTY AVIATION DEPARTMENT.
The purpose of this document is to provide a guideline to insure that the standard installation practice for new and/or upgraded communications infrastructure as put forth by the Broward County Aviation Department (BCAD) is followed. This policy also includes specifications for the use of BCAD owned infrastructure and the pass through use of its communication rooms and telephone closets. BCAD has specific requirements for cabling, inner duct, conduit and cable tray installation and labeling. BCAD becomes the owner of this infrastructure after its installation.

The primary requirement is that all new voice or data communications, or upgrades to existing Tenant communication infrastructure, must be approved by Aviation's Project Review Committee (PRC) process prior to the start of any work. The PRC process is overseen by Aviation's Planning & Development Division. Information regarding PRC can be obtained by contacting Planning & Development at 954-359-2581. A signed construction document is required as well as a Notice to Proceed (NTP) from the Broward County Aviation Department Information Systems Division (BCAD/IS) prior to beginning any communications work. A sample construction document is included on page 3.

BCAD expects that all communications infrastructure be installed to meet the current versions of accepted building industry codes and practices (Local Building code, NEC, NESC, NFPA*). Additionally, the current versions of U.S. (ANSI/TIA/EIA) and international communications (IEEE*) standards must be adhered to for all communications infrastructure. BCAD follows the current BICSI methodology pertaining to installation practices and maintains the right of the Authority Having Jurisdiction (AHJ) to set other minimum required installation standards and practices detailed in this document.

The use of Aviation owned infrastructure requires prior approval for its use via the PRC process, BCAD/IS approval and adherence to the policy specifications requirements that follow.
BROWARD COUNTY AVIATION DEPARTMENT

CONSTRUCTION NOTIFICATION

Project Name: ABC Airlines

Location: TERMINAL

Applicant: 123 CONSTRUCTION Phone: (954) 123-4567

Contractor: 123 CONSTRUCTION Phone: (954) 123-5678

Architect: AA Architect Phone: (954) 123-6789


BCAD Approval: Date: JANUARY 28, 2007

BCAD Employee, PROJECT MANAGER
CONDUIT (PDS)
The Aviation Department has conduit installed throughout the terminal complex to support both Aviation and tenant pathway needs. Tenants utilizing this infrastructure or any portion of its capacity must assure their installation does not negatively impact existing communications cables, conduit or cable trays.

• New or reused existing conduit that is used to extend to reach Aviation owned PDS infrastructure must be labeled at all points where it enters or exits a wall penetration or intersects with a cable tray or pull box.

• Conduit labeling must include tenants name, cabling contained, its termination locations and its purpose.

• Conduit of no less than 3/4 inch EMT for PDS applications must be installed from tenant location or cable tray that extends to the designated communications room.

• All conduit penetrating a fire wall, exterior wall, or that is low enough to come into contact with equipment utilized in the area must be rigid conduit – RMC or IMC. The following page depicts the standards and specifications for steel conduit and tubing.

The Aviation Department will specify the communication room that is to be utilized for the distribution of PSTN service. It is recommended that the tenant follow the NEC regarding external conduit being rigid.
Standards and Specifications

Steel Conduit and Tubing

NEC® 2005

RIGID METAL CONDUIT (RMC)
ELECTRICAL METALLIC TUBING (EMT)
INTERMEDIATE METAL CONDUIT (IMC)

Rigid Metal Conduit is a threadable raceway of circular cross section designed for the physical protection and routing of conductors and cables and for use as an equipment grounding conductor when installed with its integral or associated coupling and appropriate fittings. RMC is generally made of steel (ferrous) with protective coatings or aluminum (nonferrous).

Electrical Metallic Tubing is an unthreaded thinwall raceway of circular cross section designed for the physical protection and routing of conductors and cables and for use as an equipment grounding conductor when installed utilizing appropriate fittings. EMT is generally made of steel (ferrous) with protective coatings or aluminum (nonferrous).

Intermediate Metal Conduit is a steel threadable raceway of circular cross section designed for the physical protection and routing of conductors and cables and for use as an equipment grounding conductor when installed with its integral or associated coupling and appropriate fittings. IMC is made of steel (ferrous) with protective coatings.
CONDUIT (OSP) and DUCT BANKS

The Aviation Department has conduit installed throughout the terminal complex to support both Aviation and tenant pathway needs. Tenants utilizing this infrastructure or any portion of its capacity must assure their installation does not negatively impact existing communications cables or conduits. The minimum requirements for new OPS duct banks are as follows:

- Cabling placed in these conduits must be properly labeled by owner's name, type of cable and function it supports.
- The conduits must be 4" in diameter.
- Warning tape with tone wire must be placed according to BICSI standards.
- McGard locking bolts must be used in the installation and must be ordered through BCAD.
- Digital pictures need to be taken of each segment of duct bank prior to being back filled. These pictures must show the installation in detail and depict the general area location where the picture is being taken.
- Surveyor "as built" drawings must be provided to BCAD/IS.

FIRE STOPPING

The Aviation Department strictly enforces accepted building and life safety codes related to the fire stopping of fire wall penetrations. Aviation works closely with the local Fire Marshall and Building Inspectors to assure compliance to code. In addition to National and County codes, the Aviation Department requires that inner duct which penetrates a fire wall and/or floor be split and fire stopped internally on both sides of the penetration as well. This requirement extends to the fire stopping of conduits at pull boxes after fire rate wall floor penetrations.
INNER DUCT
Any additional inner duct that needs to be installed in an existing BCAD conduit or cable tray will be paid for by the tenant.

- The three inner ducts required in 4" conduit will be a minimum of two (2)-1.25" and one (1)-1" internal diameter.
- Maxcell is the required standard unless approval is given by BCAD.
- If the existing conduit is not yet populated by three inner ducts, it is the tenant's responsibility to install the three required inner duct at the time of their installation. This inner duct immediately becomes the property of BCAD.
- Inner duct for other size conduits is flexible based on the number of fiber strands being installed and BCAD/IS approval.

COMMUNICATION ROOMS
BCAD rooms will provide the connections to the terminal equipment used by BCAD and the public switched network. All tenants' cabling will be connected to their service or access provider through the extension of Dmarcs from these Communication rooms into Dmarcs within the tenant's leased space. No tenant owned communications or other equipment may be placed in any BCAD communications room.
CABLING

Fiber Optic Strands

- All cables must be properly labeled at each conduit or cable tray exit and entry point throughout its installation length.
- Label must include who owns it, strand count, fiber type, application/project supported and its termination points.
- Type, manufacturer, and quantity installed are the tenant's decision provided it meets appropriate installation standards, as well as all building and safety codes.
- As a rule plenum cable is required unless the entire run is external to building structures or its installation is pre-approved by BCAD/IS.
- Once a cable is installed, if a larger strand count is needed, the tenant will be required to remove the previous fiber cable when a larger fiber count cable is installed unless prior approval from BCAD/IS is obtained.
- All communications cabling placed by the tenant must be removed by the tenant at the termination of its lease unless prior BCAD approval was given to retire it in place.
- The NEC requirements covering the removal of abandoned cable must be enforced by the tenant when accepting communications work completed by its contractor.
- If this NEC requirement is not met by the tenant then BCAD will remove the abandoned cable and assess the tenant for the removal cost.
- All cable installations need to be home runs.

Copper

- Copper cable that will be used exclusively within the tenant's leased space must meet current and approved ANSI/TIA/EIA standards.
- Copper cable must be installed to be in compliance with all current BICSI, NEC, ANSI, IEEE installation practices.
- Cat 5E is the required cabling for all copper infrastructures that will attach to BCAD's infrastructure.
- Specific guidelines will be provided for the required installation practices to be used for copper cables attaching to BCAD infrastructure.
- All cables must be properly labeled at each conduit or cable tray exit and entry point throughout its installation length.
- The label must include who owns it, pair count, cable type, application/project supported and its termination points.
- Type, manufacturer, and quantity installed are the tenant's decision provided it meets appropriate installation standards, as well as all building and safety codes.
• Plenum cable is required unless the entire run is external to building structures or its installation is pre-approved by BCAD.
• Once a cable is installed, if a larger pair count is needed, the tenant will be required to remove the previous cable when a larger pair count cable is installed.
• All communications cabling placed by the tenant must be removed by the tenant at the termination of its lease unless prior BCAD approval was given to retire it in place.
• The NEC requirements covering the removal of abandoned cable must be enforced by the tenant when accepting communications work completed by its contractor.
• If this NEC requirement is not met by the tenant then BCAD will remove the abandoned cable and assess the tenant the removal cost.
• All cable installations need to be home runs.

CABLE TRAYS
In locations where cable trays are available, it is mandatory that they be utilized rather than installing new conduit.
• All cable runs entering or exiting a cable tray must be enclosed in EMT conduit.
• It is recommended that inner duct be utilized to run fiber cable through the entire length of the cable tray runs as an added protection measure for fiber installations.
• Armored cable sheath are acceptable in lieu of inner duct, provided they meet the plenum, national and local standards and practices regarding installation and bonding/grounding requirements.

SWITCHES AND OTHER ELECTRONICS
All tenant communications equipment must be housed within its leased space. No equipment is allowed in any BCAD communication room. All internal networks will be the responsibility of the tenant. If a tenant is planning to lease capacity on the BCAD network, Cisco equipment is the preferred vendor choice.

SECURITY
Access to Aviation communication rooms is a privilege and not a tenant right. Access to these rooms must be agreed upon with BCAD/IS prior to gaining access to the room. Access to these rooms can and will be withdrawn by BCAD at their discretion. Inappropriate use of these rooms includes:
• Leaving trash in the room
• Unsafe installations
• Any installation without approval
• Inappropriate contact with other tenant's systems operating within these rooms
• Leaving rooms unsecured
• Any breach of building, fire or safety codes.
TELEPHONE
Existing Telephone Infrastructure
No privately owned (non-service provider) communications systems may be placed within BCAD communications rooms (telephone rooms, telephone closets). Privately own systems must be located within the users premise. Service or access providers must submit plans thru Aviation's PRC for permission to increase its existing facilities.

Termination
In BCAD communication rooms, the required termination blocks must be compatible with data transmission. For all cable runs in 25 pair (or multiples), the termination required is Cat 5E amphenol connectors plugged directly to blocks or patch panel.

WIRELESS COMMUNICATIONS
Location, placement, and cable requirements
- No 802.11 installation is permitted within the Aviation complex.
- BCAD is the sole user and provider allowed to operate with the 2.4 GHz frequency.
- No privately owned (non-service provider) communications systems may be placed within BCAD communications rooms (telephone rooms, telephone closets, data closets).
- Privately owned systems must be located within the users leased space.
- Service or access providers must submit plans thru Aviation's PRC for permission to increase its existing facilities.
- Only when approved by BCAD IS Division, all wireless communications vendor equipment will be located within space allocated for this purpose.
- No antennas or cabling can be visible on exterior walls, columns, or below ceiling tiles without prior written consent of BCAD.
- Leaky antenna cabling may be permitted in existing cable trays in the terminal and concourses, but only with prior written consent of BCAD IS Division.
  Note: Leaky cabling is being defined as any cable capable or designed for the sending or receiving of signals throughout its entire run length.
- All vendors must certify that their equipment and its operation will not impact any other operating system within the Airport complex.

Note:
This information does not replace international, federal, state, local, or other applicable codes, laws or regulations.
DETAILED STRUCTURED WIRING SECTIONS

The following sections are excerpts from the BICSI LAN and Internetworking Design Manual, Third Edition, 1999. They specify the policies in detail that must be adhered to by all contractors performing a project that requires communication/data infrastructure whether contracted by BCAD directly or by a tenant leasing space on BCAD facilities. Before any work commences, this document must be provided to all contractors as well as project managers working on BCAD projects.

SECTION 16742 - STRUCTURED WIRING SYSTEM ................................................................. Page 12

SECTION 16100 - RACEWAYS, BOXES, AND CABINETS .................................................. Page 28

SECTION 16190 - SUPPORTING DEVICES ....................................................................... Page 33

SECTION 16010 - BASIC ELECTRICAL REQUIREMENTS .................................................. Page 37

SECTION 16050 - BASIC ELECTRICAL MATERIALS AND METHODS ............................. Page 41

SECTION 16195 - ELECTRICAL IDENTIFICATION ........................................................... Page 44

SECTION 16452 - GROUNDING ....................................................................................... Page 47
SECTION 16742 - STRUCTURED WIRING SYSTEM
TELEPHONE/DATA/CATV SYSTEMS

PART 1 – DESIGN DIRECTIVES

1.1 DESIGN CRITERIA

A. The intent of this standard is to be used in new construction and substantial renovations of existing structures. For minor renovations, Broward County Aviation Division Information Systems Division (herein referred to as BCAD/IS) will review the project to determine wiring methodology. The structured wiring system shall be comprised of copper and fiber optic cables routed throughout the facility. This system shall provide transmission media for voice, data, and video signals. The Contractor shall provide structured wiring transmission media, components, and testing as specified herein or shown on the plans and in conformance with manufacturers’ recommendations.

B. The minimum standard for data wiring on the complex is the Cat 5E standard.

C. Two (2) Cat 5E, 4 Pair data cables run to each connector and connect to patch panels in the MDF/IDF’s. Existing MDF/IDF’s that need expansion in order to comply with the latest standard must meet the TIA/EIA specifications for a communications room. When dealing with an existing MDF/IDF, the design choice will be made and specified by BCAD/IS on a case by case basis.

D. Plenum rated cabling shall be used in all plenum spaces of all buildings. All cables will be run in conduit to existing cable trays. Rigid conduit will be used in all ceiling runs. Flex is allowed within interior walls.

E. Distribution Frames (MDF/IDF)
   - The Building Main Distribution Frame (MDF) and/or the Intermediate Distribution Frame (IDF), may be shared with both the telephone and CATv networks. The MDF/IDF must have its own secure room.
   - The designer is required to refer to and comply with the EIA/TIA-569 section "Telecommunications Closet", for the room design parameters including architectural elements, mechanical and electrical requirements. The space shall be reviewed by BCAD/IS during the design/development phase.
   - Each MDF/IDF must have at least one or more (4) 4-gang quad-power receptacle. Each quad receptacle will be on a dedicated, 120 volt, 20 amp circuit. The location of this circuit breaker must be noted at the outlet.
   - The MDF/IDF shall be on emergency generator power.

1.2 CONTRACTOR RESPONSIBILITY

A. The contractor shall be responsible for the following items:
   1. All cross connect rings or spools.
   2. All connecting blocks and/or patch panels.
   3. All mounting brackets and/or relay racks.
   4. All station cable (voice, data and CATv as required).
   5. All communication outlets and terminating hardware as required.
   6. All conduit/inner duct (as required).
   7. All hangars and mounting hardware.
   8. All wraps, bushings and miscellaneous parts.
9. All installation tools and equipment necessary to complete the project.
10. All coring, as required.
11. All modular jack hardware as required.
12. All construction (labor and materials) as stated.
13. Co-ordinate inspections with the on complex divisions/departments who will be maintaining the system at completion.

B. The contractor is responsible for assembly of all components including, but not limited to, the following:
   1. Communication boxes.
   2. Faceplates.
   3. Connectors.
   4. Racks.
   5. Patch Panels.

C. The contractor will be required to attend a pre-wiring meeting with the Planning and Development Division and all other interested parties. Cabling will be subject to inspections throughout the cabling process to insure the correct understanding and implementation of our cable standards. It is the responsibility of the contractor to contact BCAD to arrange inspections of per the following items:
   1. Before beginning.
   2. After first station location wires are pulled.
   3. Before terminations at both ends of cable have started.
   4. Final inspection after testing is complete. Test results will be required at this time.

D. Installation shall conform to the latest edition of NFPA 70 - National Electrical Code (NEC), Electronic Industries Association and Telecommunications Industry Association (EIA/TIA), Building Industry Consulting Services International (BICSI), Telecommunications Distribution Methods Manual (TDMM), local codes and ordinances, as applicable.

1.3 SUBMITTALS

A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.
   1. Product data for structured wiring transmission media and components.

B. Qualification data for firms and persons specified in "Quality Assurance" article to demonstrate their capabilities and experience. Include list of a minimum of three (3) complete projects with project names, addresses, names of engineers and Owners, and other information specified.

C. Test plan, Test Procedure and Test Reports: Indicate testing methods, testing device calibration, and interpretations of test results for tests. Progress payments shall depend on the successful completion of testing and documentation. Provide for review and approval of the engineer a test plan for media testing. Deliver the test plan at least 14 days prior to the scheduled start of the first test. The test plan shall detail the objectives of all tests. The tests shall clearly demonstrate that the media and its components fully comply with the requirements specified herein.

D. The test procedures shall contain at a minimum the following elements:
   1. A statement of purpose identifying the goals of the test.
   2. The methods used for testing.
   3. Duration and schedule of tests.
   4. Examples of all graphs, tables, and charts necessary for display of testing results.
   5. Certifications and qualifications of all persons conducting testing.

E. Maintenance data for cables to include in the "Operating and Maintenance Manual" specified in Division 1.
F. Shop drawings indicating intended cable layout and pulling plan prior to beginning the cable pulling.
G. Testing and documentation as specified in Part 3.
H. Samples of each of the following cable types for approval:
   1. Optical fiber cable, each type, with connectors attached to each end.
   2. Cat 5E or higher cable intended for use.

1.4 QUALITY ASSURANCE

A. The contractor shall follow all Federal, State, and Local Fire and Electrical Codes and OSHA guidelines and perform all work exhibiting a good quality craftsmanship. The governing standards for contractors and subcontractors for all intra-building cable installations are the current EIA/TIA standards for cabling as follows:
   1. EIA/TIA-568/B, Commercial Building Telecommunications Wiring Standards.
   4. EIA/TIA-569, Commercial Building Standard for Telecommunication Pathways and Spaces.
   5. NFPA-70, National Electrical Code.

PART 2 - PRODUCTS

2.1 COMMUNICATIONS STATION OUTLET SPECIFICATIONS (Cat 5E)

A. Communication station outlets will be located on or within the permanent building structure.
B. At the station communications outlet end all data twisted pair cabling will be connected to the listed vendor outlets. Color is to be specified by job. If not specified the default color is ivory.
   1. Lucent
   2. Siecor
   3. Ortronics
   4. Superior
   5. Siemon
   6. Commscope

C. Where Floor Boxes will be used, one of the listed vendor outlets with spring door option should be used. Exterior mounted stations require NEMA enclosures for environmental protection. Color is to be specified by job. If not specified the default color is ivory.
   1. Lucent
   2. Siecor
   3. Ortronics
   4. Superior
   5. Siemon
   6. Commscope

D. At the station communications outlet end, all outlets will be installed into single, double or quad port adaptors.
E. Provide a pull rope labeled to match the service identification within all boxes. The pull rope should be secured in the box on one end and tied to the overhead cable tray or Unistrut on the other end.

Communication Policy & Infrastructure Specifications - Revised 5-1-2012
F. At the station communications outlet end, blank inserts, will be placed into all positions not in use. Color to be specified by job or default if not specified. (Ivory)

G. A minimum of twelve (12) inches of each cable will be left coiled in the ceiling above the workbox for future re-terminations and will include the cable label.

H. All cables will be marked clearly and legibly at both ends twelve (12) inches form the ends of the cable with indelible marker or other approved labeling method. (i.e. P-touch labels).

2.2 DATA TWISTED PAIR CABLE TERMINATION (Cat 5E)

A. Data station cabling will consist of two unshielded, 4 pair, 24 gauge copper, solid conductor, minimum Category 5 E twisted pair cable with overall blue plenum or PVC jackets. The specified data station cable must be plenum or non-plenum series cable rated at a minimum of 100 mbps speed.

B. Wall Outlet Termination.

1. Two (2) 4 pair Cat 5 E data cables run to each outlet. The odd patch panel position to position “A” on the coupler and the even patch panel position to position “B” on the outlet. All four pairs will be terminated as defined in the EIA/TIA standard EIA/TIA T568B.

C. All data cable will be labeled with identifying jack number for ease of identification such as 1AA-22. Where possible coordinate the jack numbers with the permanent room numbers.

1. The first position will be a number to indicate the floor where this wire terminates at either the MDF or an IDF.

2. The second position will be a letter to indicate the station wire termination point on that jack. (i.e. position "A" first, position "B" second etc.)

3. The third position will be a letter to indicate what patch panel group in the MDF or IDF the wire terminates.

4. The fourth position will be will be a number to indicate the actual patch panel position the wire terminates.

2.3 DISTRIBUTION FRAMES MDF/IDF SPECIFICATIONS (See 2.11 also)

A. All buildings will be wired with “home run” cabling which is defined as one continuous run from the communications station outlet to the MDF/IDF.

B. All station cables will be left with a service loop of six (6) feet of slack, coiled and secured above each service respectively in cable tray or Unistrut. Cable tray or Unistrut is required to support all horizontal sections of cable in MDF and IDF room(s).

C. Data Specifications (Cat 5 E).

i. At the IDF/MDF a data 4 pair Cat 5E cable will be terminated to each RJ45 jack position at the patch panel. With the RJ45 jack the “A” position should correspond to the odd numbers on the patch panel and the “B” position should correspond with the even numbers on the patch panel.

1. Patch panels will be mounted in an open 19-inch UL listed rack, the rack system specified is Chadsworth or Brea Technologies with Panduit vertical wire management mounted on the left side of each rack (jacks facing). The end rack will also have a wire management added to the right side (jacks facing). Below each 48-jack patch panel there will be one horizontal wire management. Floor space should include three (3) feet front, rear and side access from all walls.
2.4 WIRELESS

A. The cable installed any wireless stations will comply with all cabling standards previously outlined but only one (1) cable per station instead of two (2). The cable color for wireless installations is yellow.

B. At each station, a backboard will be mounted with at least enough surface area for the single gang box, an Access Point and a paddle antenna. This backboard will be made up of ¼" ACX plywood panels painted with a fire-resistant paint.

2.5 MODULAR FURNITURE

A. As modular furniture is not part of the permanent building structure, no station run cabling shall be located or terminated within it (BCAD temporary modular buildings are the exception). Patch cables shall be run from communication station outlets located in the building structure by the modular furniture locations. Accessibility to communication station outlet is critical for all modular furniture installations.

B. The modular furniture contractor will determine the lengths of voice and data patch cords required for each location. This information will be documented in a spreadsheet and presented to BCAD/IS.

C. The contractor will provide cables in lengths of seven (7), fourteen (14) and twenty-five (25) foot lengths for modular station connections.

D. All cables will be protected from metal edges with grommets or other permanent means (tape is not acceptable). Applicable Cat 5E bend radiiuses for flexible cable will be observed.

E. Power will be avoided as much as is reasonably possible.

F. The contractor will be responsible for the cable installation within the modular furniture and are not done until the data cable is plugged into the wall jack.

2.6 FIBER OPTIC CABLE

A. General: The optical fiber cable construction shall consist of 62.5/125 μm and 50 μm optical multimode fibers and single-mode optical fibers. Fibers shall be identifiable in accordance with ANSI/EIA/TIA-598. These groups are assembled to form a single compact core, which is covered by a protective sheath. The sheath consists of an overall jacket and may contain one or more layers of dielectric material applied over the core.

B. 62.5/125 Multi-Mode Characteristics:

1. The optical fiber shall be multimode, graded-index optical fiber wave-guide with nominal 62.5/125 μm core/cabling diameters. The optical fiber shall comply with ANSI/EIA/TIA-492AAAA "Detail Specification for 62.5 μm Core Diameter/125μm Cladding Diameter Class Ia Multimode, Graded Index Optical Wave guide Fibers."

   a. Core diameter: 62.5 ± 3.0 μm.
   b. Cladding diameter: 125.0 ± 2.0 μm.
   c. Core-to-Cladding Offset: ≤ 3.0 μm.
   d. Cladding non-circularity: ≤ 2.0 %.
      i. Defined as: [1-(min. cladding dia./max. cladding dia.)] X 100
   e. Core non-circularity: ≤ 6.0 %.
      i. Defined as: [1-(min. core dia./max. core dia.)] X 100
   f. Coating Diameter: 245 ± 10 μm.
   g. Graded index.
   h. Numerical Aperture: 0.275 ± 0.015.
   i. Attenuation Uniformity: There shall be no point discontinuities greater than 0.2 dB at either 850 nm or 1300 nm.
2. Each cabled optical fiber shall meet the graded performance specifications of table 12-2. Attenuation shall be measured in accordance with ANSI/EIA/TIA-455-46, -53, or -61. Information transmission capacity shall be measured in accordance with ANSI/EIA/TIA-455-51 or -30. The cable shall be measured at 23°C ± 5°C.

3. The mechanical and environmental specifications for plenum all dielectric outside optical fiber cable shall be in accordance with ANSI/TIA/EIA 472CAA and for all dielectric outside optical fiber cable shall be in accordance with ANSI/TIA/EIA-472DAAA. The specifications for other constructed indoor optical fiber cable shall be in accordance with ANSI/ICEA S-83-596 and for other constructed outdoor optical fiber cable shall be in accordance with ANSI/ICEA S-83-640.

4. Each cabled optical fiber should meet the attenuation performance specifications listed in the TIA/EIA 568A. Attenuation shall be measured in accordance with ANSI/EIA/TIA-455-78A or -61. The cable shall be measured at 23°C ± 5°C.

F. Single-Mode Characteristics:

1. Single-mode optical fibers shall be Class IV a Dispersion Un-shifted Single mode Optical Fibers and shall comply with ANSI/EIA/TIA-492BAAA.
   a. Typical Core Diameter: 8.3 μm.
   b. Cladding Diameter: 125.0 ± 1.0 μm.
   c. Core-to-Cladding Offset: ≤ 0.6 μm.
   d. Cladding Non-Circularity: ≤ 1.0%.
      Defined as: [1-(min. cladding dia./max. cladding dia.)] X 100
   e. Coating Diameter: 245 ± 10 μm.
   f. Attenuation Uniformity - No point discontinuity greater than 0.1 dB at either 1310 nm or 1550 nm.
   g. Attenuation at the Water Peak - The attenuation at 1383 ± 3 nm shall not exceed 2.1 dB/km.
   h. Cutoff Wavelength - The cabled fiber cutoff wavelength shall be < 1260 nm.
   i. Mode Field Diameter: 9.30 ± 0.50 μm at 1310 nm 10.50 ± 1.00 μm at 1550 nm.
   j. Zero Dispersion Wavelength (λ₀) - 1301.5 nm ≤ λ₀ ≤ 1321.5 nm.
   k. Zero Dispersion Slope (S₀) - ≤ 0.092 ps/(nm²/km).
   l. Fiber Curl: ≥ 4.0 m radius of curvature.

G. Rating:

1. UL listed fiber optic cable type OFNP for plenum applications, Type OFNR for riser applications, Type OFNG for general-purpose applications.
2. UL listed fiber optic cable for use in duct bank and buried applications.

H. Cable Construction:

1. Cable shall use loose tube or tight buffer construction for exterior applications and tight buffer construction for interior applications unless otherwise noted. Cable shall be all dielectric.

2. Loose tube construction: Optical fibers shall be surrounded by a tube buffer, be contained in a channel, or otherwise loosely packaged to provide clearance between the fibers and the inside of the container to allow for thermal expansion without constraining the conductor. Cable core shall contain water-blocking compound to prevent water migration into the cable.

3. Tight buffer construction: The cable shall contain optical fibers that have a 245 μm mechanically strippable acrylate coating. Additionally, there shall be a 900 μm...
thermoplastic coating applied directly to the fiber. The fibers will be surrounded by aramid yarn and contained in a flame resistant thermoplastic outer jacket. The aramid yarns shall be helically stranded around the buffered fibers. Non-toxic, non-irritant talc shall be applied to the yarn to allow the yarns to be easily separated from the fibers and the jacket. The fiber coating and buffer shall be removable with commercially available stripping tools in a single pass.

F. Cable Jacket:

1. The jacket shall be continuous, free from pinholes, splits, blisters or other imperfections. The jacket shall have a consistent, uniform thickness: jackets extruded under high pressure are not acceptable. The jacket shall be smooth, as is consistent with the best commercial practice. The jacket shall provide the cable with a tough, flexible, protective coating, able to withstand the stresses expected in normal installation and service.

2. For cables with more than two fibers, the cable jacket shall be designed for easy removal without damage to the optical fibers by incorporating a ripcord under each cable jacket.

3. The nominal thickness of the cable outer jacket shall be sufficient to provide adequate cable protection while meeting the mechanical, flammability, and environmental test requirements of this document over the life of the cable.

4. Armored cable can be used for all cable runs and is preferred for exterior use.

G. Identification:

1. The individual fibers shall be color coded for identification. The optical fiber color coding shall be in accordance with TIA/EIA-598, "Color Coding of Fiber Optic Cables". The coloring material shall be stable over the temperature range of the cable, shall not be susceptible to migration, and shall not affect the transmission characteristics of the optical fibers. Color-coded buffered fibers shall not adhere to one another. When fibers are grouped into individual units, each unit shall be numbered on the unit jacket for identification. The number shall be repeated at regular intervals.

2. Jacket Printing: The outer jacket shall be orange and marked with the manufacturer's name or UL file number, date of manufacture, fiber type, flame rating, UL symbol and sequential length markings every two feet (e.g. "COMPANY-01/98-62.5/125 MICRON-Type OFN - (UL) 00001 FEET"). The print color shall be black. The printing shall be permanent and legible for the life of the cable. As well, each cable shall be marked "FLL Backbone" every five (5) feet.

H. Cable Specifications:

1. Temperature Range: The storage temperature range for the cable on the original shipping reel shall be -40 to +70 degrees C. The installation/operating temperature range shall be -20 to +70 degrees C. Testing shall be in accordance with FOTP-3.

2. Crush Resistance: The cable shall withstand a minimum compressive load of 89 N/cm (50 lbf/in) applied uniformly over the length of the compression plate. The cable shall be tested in accordance with FOTP-41; "Compressive Loading Resistance of Fiber Optic Cable". While under compressive load, the fibers shall not experience attenuation greater than 0.6 dB at 1300 nm (multimode). After the compressive load is removed, the fibers shall not experience an attenuation change greater than 0.4 dB at 1300 nm (multimode).

3. Impact Resistance: The cable shall withstand a minimum of 20 impact cycles. The cable shall be tested in accordance with FOTP-25, "Repeated Impact Testing of
Fiber Optic Cables and Cable Assemblies. The fibers shall not experience an attenuation change greater than 0.4 dB at 1300 nm (multimode).

4. Cycle Flexing: The cable shall withstand 25 mechanical flexing cycles at a rate of 30 +/- 1 cycle per minute. The cable shall be tested in accordance with FOTP-104, "Fiber Optic Cable Cyclic Flexing Test". The fibers shall not experience an attenuation change greater than 0.4 dB at 1300 nm (multimode).

5. Flammability: All cables shall comply with the requirements of the 1996 NEC. Article 770. Plenum cables (OFNP) shall pass UL-910.

I. Manufacturers Testing

1. Manufacturers Testing: Furnish a copy of the factory certified optical test report verifying that final production reels comply with the attenuation requirement listed within this specification. The cable manufacturer must guarantee the supplied cable will meet the specifications covering latest following standards and network applications:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Speed</th>
</tr>
</thead>
<tbody>
<tr>
<td>IEEE 802.3 FOIRL</td>
<td>10Mbps</td>
</tr>
<tr>
<td>IEEE 802.3 10BaseF</td>
<td>10Mbps</td>
</tr>
<tr>
<td>FDDI</td>
<td>100Mbps</td>
</tr>
<tr>
<td>ATM</td>
<td>155Mbps</td>
</tr>
<tr>
<td>Fiber Channel FC-PH</td>
<td>266Mbps</td>
</tr>
</tbody>
</table>

2.7 OPTICAL FIBER CONNECTORS

A. Fiber Optic Connectors

1. Optical fiber cable connectors shall be capable of terminating optical fiber glass cables with outside diameters ranging from 125 through 900 microns. Fabricate connectors with optical fiber, self-centering, axial alignment mechanisms. Specified connectors are SC type connectors only and shall have an insertion loss not greater than 0.3 dB.

2. The connector shall have optical axial pull strength of 2.2N (0.51bf) at a 90-degree angle and an optical off axial pull strength of 2.2N (0.51bf) at a 90-degree angle, with a maximum 0.5dB increase in attenuation for both tests when tested in accordance with ANSI/TIA/EIA-455-6B.

3. The connector shall have a return loss of -20dB on 62.5/125 μm optical fiber when tested in accordance with ANSI/TIA/EIA-455-59.

4. The maximum optical attenuation per each mated field-installed connector pair shall not exceed 0.75dB. The total optical attenuation through the cross connect from any terminated optical fiber to any other terminated optical fiber shall not exceed 1.5dB. These measurements shall be performed at 23°C ± 5°C.

5. Connectors shall sustain a minimum of 500 mating cycles per ANSI/EIA/TIA 455-21 without violating specifications. These measurements shall be performed at 23°C ±.

2.8 OPTICAL FIBER SPLICES

A. Splices shall be fusion type and shall be located within closures, distribution centers, or splice trays rated for the location.

B. Splices shall not exceed a maximum optical attenuation of .3 dB when measured in accordance with ANSI/EIA/TIA-455-59.
2.9 PATCH PANELS
   A. Fiber Optic: Rack-mounted customer premises type unit with port capacities as designated on the drawings. Panels shall contain dual grounding and strain relief lug for support of fiber during installation. Each panel shall be provided with loaded plates containing required quantity of SC type adapters.

2.10 PATCH CORDS
   A. Provide a 2 to 3 meter fiber optic patch cord per terminated patch panel port as required by the layouts indicated within any drawings.
   B. Fiber Optic Patch Cords shall be pre-manufactured and meet all conventions and specifications conforming to the structured wiring arrangement described above.

2.11 OPEN FRAME RACKS
   A. Size: Fully adjustable 19-inch UL listed mounting verticals. Overall height shall be 84" with a minimum of 79" of usable height (45U).
   B. Construction: The frame shall be made of extruded aluminum. Adjustable vertical mounting rails shall be universal EIA channel 1.265" x 3", drilled and tapped on both sides with 12-24 mounting holes at universal EIA spacing.
   C. Power Strip: Each rack shall contain a vertical mounted, non-protected power strip containing ten (10) simplex outlets (NEMA 5-15R) mounted on the interior side wall of the rack so as not to interfere with cable routing. Provide bonding straps between all racks and frames.
   D. Mounting: All racks shall be floor mounted and permanently fixed to the floor with bolt-down kits. Multiple racks shall be connected together.
   E. Cable Management: Provide horizontal cable management on front and rear of rack and vertical cable management on both front and rear of rack. Horizontal managers shall be placed above and below each patch panel; minimum size of manager shall be 1.75" high. Vertical managers shall be located on the front face of the rack.

2.12 INNERDUCT
   A. Fiber optic cable installed in cable tray and conduits larger than 2" shall be placed in inner duct as shown on the drawings. Armored fiber cable does not require inner duct.
   B. Inner duct shall be rated and UL Listed for environment it is installed in.

PART 3 - EXECUTION

3.1 EXAMINATION
   A. Examine raceways and other elements to receive cable for compliance with installation tolerances and other adverse conditions. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION
   A. All cabling shall be installed in a dedicated pathway/raceway system. These pathway/raceway systems shall be installed in accordance with the applicable sections of this document. The system
is generally composed of EMT and cable tray but may also include Cablofil Wire Basket where necessary. Non-metallic Wiremold is not allowed. Refer to EIA/TIA-568 Pathway & Spaces.

1. Install transmission media without damaging conductors, shield, or jacket. Do not bend cable, in handling or installation, to smaller radii than minimum recommended by manufacturer. 90 degree sweeps and field bends shall be used. Pre-manufactured elbows and factory bends shall not be used.

2. No more than two 90 degree bends in 100 feet of conduit without the addition of a pull box shall be acceptable.

B. Pull cables without exceeding cable manufacturer’s recommended pulling tensions.

1. Pull cables simultaneously where more than one is being installed in same raceway.

2. Use pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation.

3. Use pulling means, including fish tape, cable, rope and basket weave wire/cable grips that will not damage media or raceway.

C. All wiring shall be neatly installed and individually supported without using any other electrical conduits, plumbing, heating or air conditioning structures for support. Wiring shall be routed so that it does not interfere with access to panels, switches, valves or other maintenance systems. Exposed wiring is not acceptable in any occupied space without consent of the Owner.

D. All cabling installed in surface raceways will be concealed in Wiremold, EMT conduit, or other approved system. All transitions (bends, tees, et cetera) will be done with factory made fittings or properly executed field bends.

E. All station cable concealed above ceiling grids will be supported off of ceiling grid using rigid conduit to the nearest existing cable tray. Use of D-Rings or bridle rings to support cable bundles will require approval from BCAD/IS prior to installation.

F. All penetrations in station raceway will have rubber or equivalent grommets to prevent cable cuts on rough edges.

G. All pathway/raceway will be of sufficient size to accommodate all wiring. Fill density not to exceed 40%.

H. All raceway will be attached to the building structure using screws and anchors. At a minimum attachment will be every two feet.

I. Color code identification of cables must be maintained throughout.

J. All coring in viewable areas must be patched with appropriate material and painted if necessary. This work will be inspected to the satisfaction of BCAD.

K. All existing cable trays may be used where available.

L. In all dry wall office areas, modular jacks and inserts will be flush mounted in 2-1/4" deep double gang boxes with plaster rings. All double gang boxes will be fed with a minimum of 1" conduit. The mounting height for the boxes is 32" above the finished floor (i.e. just above desktop level). Otherwise the height will be coordinated with BCAD/IS prior to installation.

M. In demountable partition and/or areas requiring surface mount boxes, the contractor will supply and install single gang boxes with a minimum depth of 2-1/4" near existing services. Boxes will be affixed to surfaces using screws and/or special purpose clips; the use of double-sided tapes is not acceptable.

N. All outlets positioned in sheetrock should conceal all cable exit holes.

O. All outlets will be clearly marked with labels provided by the contractor as to station and cable number. All outlets will be marked on the box using indelible marker or approved cable labeling
systems as well as on the faceplate. Labeling on the faceplate will be typed in bold black over white and will match the station cable label respectively. Voice label appearing above, Data and CCTv label below. An example of the label for a data jack is: “1AA-05”; where 1 is the floor number, the first A is the station wire termination group, the second A indicates the termination block row, and the 05 is the termination block position.

P. After all cables are installed and successfully tested, station runs penetrating fire and/or smoke barriers will be sealed with UL listed removable smoke and flame stop having a fire rating suitable for the penetration concrete not acceptable.

Q. Rack units will be securely fastened to the floor after positioning is approved by BCAD/IS.

R. All blocks will be mounted on plywood backboards that have been raised from the back of the MDF/IDF’s.

S. All voice riser cables will be brought through the back of the backboard. Penetration will be provided after position has been approved by BCAD/IS.

T. The contractor will be responsible for supplying and constructing infrastructure to support cable runs above ceiling levels. Cable tray, conduit or Unistrut is required to support all horizontal sections of riser cable and in the MDF/IDF’s.

U. All riser cables will be labeled with the same number at each end.

V. There must be enough conduit space in the riser path between the MDF and each IDF to allow for the doubling of the amount of backbone cabling, i.e. as much spare conduit as there is active conduit.
   1. Included in this conduit should be a sub-duct for future fiber optic cable and a pull rope.
   2. The riser path must be smooth with no right angles or sharp bends.
   3. All cable sheaths will be protected from sharp metal edges. Where the cable passes over a sharp edge, a bushing or grommet will be installed to protect the cable.

W. Use splice and tap connectors that are compatible with cable material. Make no splices except at indicated splice points.

X. Connect components to wiring system and to ground as indicated and instructed by manufacturer and according to ANSI/TIA/EIA - 607 Standard. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer’s published torque-tightening values for equipment connectors. Where manufacturer’s torque requirements are not indicated, tighten connectors and terminals according to tightening torques specified in UL Standard 486A.

Y. Fiber Optic Terminations: Provide 20 feet of slack located on each end of the cable. The excess fiber shall be coiled up and supported by suitable means so that it is suspended above the ceiling or rack. Terminate fiber optic connectors in accordance with the manufacturer’s instructions. Unless otherwise shown on the drawings, terminate strands from left to right, and top to bottom (front view).

Z. All fiber optic cabling placed in cable tray and/or conduits larger than 2” shall be placed in inner duct. Armored fiber will not require inner duct.
3.3 IDENTIFICATION

A. Backbone Fiber: As part of the as-built documentation a separate fiber cable matrix must be supplied. This will consist of a typed listing that identifies each backbone fiber cable by communications room, and patch panel location. See example below:

<table>
<thead>
<tr>
<th>Fiber ID</th>
<th>Comm Room</th>
<th>Patch Panel</th>
<th>Position</th>
<th>Comm Room</th>
<th>Patch Panel</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>T1-1-A-1:T1-2-A-1</td>
<td>T1-1</td>
<td>A</td>
<td>1</td>
<td>T1-2</td>
<td>A</td>
<td>1</td>
</tr>
</tbody>
</table>

3.4 FIELD QUALITY CONTROL

A. Testing: Upon installation of cable and before energizing, demonstrate product capability and compliance with requirements as contained in testing and certification standards. All fiber optic cable shall be bi-directionally tested using an optical loss test set (OTS), as well as an optical time domain reflectometer (OTDR). Testing shall be performed in accordance with ANSI/TIA/EIA-568-A Annex H.

B. Calibration: Test equipment used shall have been certified calibrated by an independent test and calibration firm to the manufacturer's specifications.

C. Optical Loss Test Set (OTS): Using an OTS, measure each installed fiber link from patch panel to patch panel and report optical loss in dB. Losses shall be less than or equal to 2.0 dB/km at 850 nm and 1.5 dB/km at 1300 nm for horizontal runs. Multimode fibers should be tested bi-directionally at 850 and 1300 nm. Single mode fibers shall be tested bi-directionally at 1310 and 1550 nm. Acceptable attenuation values shall be determined from TIA/EIA 568A, Annex H. Figure H-2 for multimode cable and Figure H-3 for single mode cable. Maximum Attenuation for backbone links shall not exceed the sum of 0.3 dB per splice, 0.75 dB per connector, and 3.75/1.5 dB/km (at 850 and 1300 nm, respectively) for multimode fiber and 1.0 dB/km for single mode fiber. Links found to have greater than acceptable values must be tested using an OTDR, with problems corrected and retesting to demonstrate compliance. Provide typed documentation detailing the results of all attenuation testing.

D. Optical Time Domain Reflectometer (OTDR): Using an OTDR, test each fiber link that fails the OTS attenuation test, is greater than 2000 meters in length, contains splices, or is a direct link between Communications Rooms. Test links for overall length, faulty connectors, splices, terminations, and the integrity of the cable and its component parts. Multimode fibers shall be tested at 850 or 1300 nm and single mode fibers shall be tested at 1310 or 1550 nm. Mated connectors with loss in excess of .75 dB and splices with loss in excess of .3 dB shall be replaced. Retest to demonstrate compliance. Identify the losses attributed to each individual component of the fiber run.

E. Documentation: Typed or printed documentation must be provided listing all runs by location. The documentation must include the original instrument printouts detailing the results of all the tests. The documentation must also detail the date each cable was tested and the tester's name.

F. The contractor will test all twisted wire cabling to 99% accuracy level or replace the wire.

G. It is the responsibility of the contractor to install all raceway systems that they are in continuous contact with and securely fastened to building surfaces. The contractor is responsible for the relocation of all pre-installed raceways that conflict with the proposed routing. The contractor may propose an alternate route to minimize interference with existing systems, however all alternate routes must be approved by BCAD/IS.

H. The contractor installing the cabling system shall be fully trained and qualified on the installation and testing of the equipment to be installed. Evidence that the vendor is a current certified installer of the
equipment cabling system must be provided in writing prior to work commencing on the structured cabling for the building.

3.5 CLEANING

A. During installation and upon completion of system installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions.

3.6 DATA CABLE TESTING

A. All tests must be documented. Date, time, technician, test set identifier and the technician and the witness are to be logged. The test log file is one of the deliverables required for system acceptance and job completion certification.

   1. Results of testing will be provided to BCAD/IS on paper and in electronic format in Microsoft Word/Excel or Adobe Acrobat format.
   2. A paper copy of test results must be signed and dated by the Contractor's foreman or project manager to certify that testing was conducted according to the specified procedures and the results are as stated.
   3. Testing documentation should include all information necessary to replicate tests at a future date.
   4. Test and Acceptance document will list the building, MDF/IDF, outlet number, and location of the outlet.
   5. Test document will list summary and detailed results.

B. All data station wire runs will be tested to Channel Level II compliance in accordance with EIA/TIA 568A-TSB-67. The contractor will use testing equipment capable of Channel Level II testing. Contractor will test and provide test results for each pair as follows:

   1. Wire Map
   2. Length
   3. Propagation delay
   4. Delay skew
   5. NEXT + FEXT
   6. NEXT @remote
   7. Attenuation
   8. Resistive impedance
   9. Power sum and return loss testing for all pairs

C. Part I: Testing of fiber optic cables will be tested for each cabling link in compliance with the following test limits:

   i. Optical Loss Testing

      1. Backbone (multimode and singlemode) link
         a. The link attenuation shall be calculated by the following formulas as specified in ANSI/TIA/EIA-568-B.1.
            - Link Attenuation (dB) = Cable_Atn (dB) + Connector_Atn (dB) + Splice_Atn (dB)
            - Cable_Atn (dB) = Attenuation_Coefficient (dB/km) * Length (Km)
            - Connector_Atn (dB) = number_of_connector_pairs * connector_loss (dB)
            - Maximum allowable connector_loss = 0.75 dB
Splice Attn (dB) = number_of_splices * splice_loss (dB)

- Maximum allowable splice_loss = 0.3 dB
- The values for the Attenuation Coefficient (dB/km) are listed in the table below:

<table>
<thead>
<tr>
<th>Type of Optical Fiber</th>
<th>Wavelength (nm)</th>
<th>Attenuation coefficient (dB/km)</th>
<th>Wavelength (nm)</th>
<th>Attenuation coefficient (dB/km)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multimode 62.5/125 μm</td>
<td>850</td>
<td>3.5</td>
<td>1300</td>
<td>1.5</td>
</tr>
<tr>
<td>Multimode 50/125 μm</td>
<td>850</td>
<td>3.5</td>
<td>1300</td>
<td>1.5</td>
</tr>
<tr>
<td>Single-mode (Inside plant)</td>
<td>1310</td>
<td>1.0</td>
<td>1550</td>
<td>1.0</td>
</tr>
<tr>
<td>Single-mode (Outside plant)</td>
<td>1310</td>
<td>0.5</td>
<td>1550</td>
<td>0.5</td>
</tr>
</tbody>
</table>

2. OTDR testing
   a. Reflective events (connections) shall not exceed 0.75 dB.
   b. Non-reflective events (splices) shall not exceed 0.3 dB.

3. Magnified endface inspection
   a. Fiber connections shall be visually inspected for endface quality.
   b. Scratched, pitted or dirty connectors shall be diagnosed and corrected.

   ii. All installed cabling links and channels shall be field-tested and pass the test requirements and analysis as described in Part II. Any link or channel that fails these requirements shall be diagnosed and corrected. Any corrective action that must take place shall be documented and followed with a new test to prove that the corrected link or channel meets performance requirements. The final and passing result of the tests for all links and channels shall be provided in the test results documentation in accordance with OPTICAL FIBER CABLE TESTING.

   iii. Acceptance of the test results shall be given in writing after the project is fully completed and tested in accordance with the specifications and to the satisfaction of BCAD/IS.

D. Part II: Optical Fiber Cable Testing
   i. Field-test instruments shall have the latest software and firmware installed.
   ii. Link and channel test results from the OLTS and OTDR shall be recorded in the test instrument upon completion of each test for subsequent uploading to a PC in which the administrative documentation (reports) may be generated.
   iii. Fiber endfaces shall be inspected at 250X or 400X magnification. 250X magnification is suitable for inspecting multimode and singlemode fibers. 400X magnification may be used for detailed examination of singlemode fibers. Scratched, pitted or dirty connectors shall be diagnosed or corrected.
   iv. Testing shall be performed on each cable segment (connector to connector).
   v. Testing of the cabling shall be performed using high-quality test cords of the same fiber type as the cabling under test. The test cords for OLTS testing shall be between one (1) and five (5) meters in length. The test cords for the OTDR testing shall be approximately 100 meters for the launch cable and at least 25 meters for the receive cable.
   vi. Optical Loss Testing
      1. Multimode backbone links shall be tested at 850 nm and 1300 nm in accordance with ANSI/EIA/TIA-526-14A, Method B, One Reference Jumper or the equivalent method.
      2. Singlemode backbone links shall be tested at 1310 nm and 1550 nm in accordance with ANSI/EIA/TIA-526-7, Method A.1, One Reference Jumper or the equivalent method.
      3. Link attenuation does not include any active devices or passive devices other than the cable, connectors and splices, i.e. link attenuation does not include...
such devices as optical bypass switches, couplers, repeaters, or optical amplifiers.

4. Use the One Reference Jumper Method specified by ANSI/TIA/EIA-526-14A, Method B and ANSI/TIA/EIA-526-7, Method A.1 or the equivalent method. The user shall follow the procedures established by these standards or application notes to accurately conduct performance testing.

vii. OTDR Testing
1. Backbone links shall be tested at the appropriate operating wavelengths for anomalies and to ensure uniformity of cable attenuation and connector insertion loss.
   a. Backbone multimode: 850 nm and 1300 nm
   b. Backbone singlemode: 1310 nm and 1550 nm
2. Each fiber link and channel shall be tested in one direction.
3. A launch cable shall be installed between the OTDR and the first link connection.
4. A receive cable shall be installed after the last link connection.

viii. Magnified Endface Inspection
1. Fibers shall be inspected at 250X or 400X magnification. 250X magnification is suitable for inspecting multimode and singlemode fibers. 400X magnification may be used for detailed examination of singlemode fibers.

ix. Length Measurement
1. The length of each fiber shall be recorded.
2. It is preferable that the optical length be measured using OLTS or OTDR.

x. Polarity Testing
1. Paired duplex fibers in multi-mode cables shall be tested to verify polarity in accordance with subclause 10.3 of ANSI/TIA-EIA-568-B.1. The polarity of the paired duplex fibers shall be verified using an OLTS.

E. The Contractor shall be trained and equipped to properly test the multimode and singlemode optical fiber cable plant. This term is used to indicate fiber cable, connectors, mounting panels, jumper cables and other passive components, but does not include active components.

F. Contractor's test documents shall include copies of the fiber manufacturers Reel Labeling information for future reference.

G. Test results shall be submitted by paper copies and electronically in Microsoft Word/Excel or Adobe Acrobat formats.

H. If the testing is done with the Contractor's equipment, the contractor will provide a detailed and complete list of the test equipment used identifying manufacturer model number, serial number, calibration date, and calibration period of all units used for testing.

3.8 PROJECT CLOSEOUT

A. The contractor must establish cable records during the installation. These records will, at a minimum, correlate station location number and horizontal and riser distribution cable number. A clean, legible copy of these records must be submitted upon project completion. An electronic record using Microsoft Word/Excel or Adobe Acrobat format will also be submitted upon project completion.

B. The contractor must present three (3) complete sets of as-built drawings following project completion. These drawings will, at a minimum, show the location and type of all closets, distributing cable runs, and outlets.
1. Each IDF and MDF will contain a copy of “as-built” drawings provided by the contractor. These copies will be, whenever possible, placed in plastic sleeves prior to posting.
2. The contractor will update all changes to drawings until the project is accepted.
3. The original will be provided to BCAD/IS.

C. As-built plans of all cable pathway routes are to be provided.

3.9 ACCEPTANCE

A. Acceptance will be withheld until the following have been completed successfully:

1. Acceptance of all submittals
2. Delivery of final documentation
3. Successful testing
4. Successful demonstration, including operation of systems using the cables, training and manual review.

3.10 GUARANTEE

A. At the completion of all work, the Contractor shall deliver a Letter of Guarantee to the Owner. This guarantee certifies that the Contractor shall promptly replace or repair any equipment or materials found to be damaged by workmanship or failure due to workmanship that becomes apparent within two (2) years from the date of job completion. This letter shall be included in the documentation.

END OF SECTION 16742
SECTION 16100 - RACEWAYS, BOXES, AND CABINETS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
B. Raceways include the following:
   1. Electrical metallic tubing (EMT)
   2. Boxes, enclosures, and cabinets

1.3 SUBMITTALS
A. Submittals for approval by the engineer are not required for this section. Un-requested submittals will not be processed or reviewed. Non-requirement of submittals is not to be construed as an allowance for substitutions and does not relieve the contractor from full compliance with the plans and specifications.

1.4 QUALITY ASSURANCE
A. Comply with NFPA 70 "National Electrical Code" for components and installation.
B. Listing and Labeling: Provide products specified in this Section that are listed and labeled by Underwriter's Laboratories for the specific purpose and comply with the following standards:
   1. ANSI C80.3 - Electrical Metallic Tubing, Zinc Coated.
   2. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes and Conduit Bodies for Conduit and Cable Assemblies.
   4. NECA "Standard of Installation."
C. Comply with NECA "Standard of Installation".
D. Coordinate layout and installation of raceway and boxes with other construction elements to ensure adequate headroom, working clearance, and access.

PART 2 - PRODUCTS

2.1 MANUFACTURERS
A. Manufacturers: Subject to compliance with requirements, provide Products by one of the following:
   1. Metal Conduit and Tubing:
      a. Monogram Co. AFC.
      b. Alfiex Corp.
2. Conduit Bodies and Fittings:
   a. Scott Fetzer Company, Adalet-PLM.
   c. Carlon.
   e. General Signal, O-Z/Gedney Unit.
   f. Spring City Electrical Manufacturing Co.
   g. Thomas & BettsT&B was American Electric

3. Boxes, Enclosures, and Cabinets:
   a. Scott Fetzer Company, Adalet-PLM.
   c. Erickson Electrical Equipment Co.
   e. Hubbell Inc., Killark Electric Manufacturing Co.
   f. General Signal, O-Z/Gedney.
   g. Raco, Inc., Hubbell Inc.
   h. Robroy Industries, Inc., Electrical Division.
   i. Spring City Electrical Manufacturing Co.
   j. Square D Co.
   k. Thomas & Betts Corp.

2.2 CONDUIT REQUIREMENTS

A. General: Provide conduit, tubing and fittings of types, grades, sizes and weights (wall thicknesses) for each service indicated. Where types and grades are not indicated, provide proper selection determined by Installer to fulfill wiring requirements, and comply with applicable portions of NEC for raceways.

B. Minimum Size: 3/4 inch.

2.3 ELECTRICAL METALLIC TUBING (EMT) and FITTINGS

A. Description: Conduit to be seamless, hot dipped or electro-galvanized steel tubing. Galvanizing to provide zinc coating fused to outside walls of conduit. Provide an enamel lubricating coating on the inside of the conduit. Conduit will conform to ANSI C80.3 - 1983 and listed and labeled under UL 797 - 1383. The minimum single piece length of conduit is to be ten feet.

B. Connectors and couplings for other than use in concrete to be cadmium plated or zinc plated steel or malleable iron fittings; die cast fittings or components are not allowed. Setscrew couplings are to be cadmium or zinc plated steel; die cast fittings or components are not allowed. Indenter type couplings and connectors are not allowed.

C. Expansion fittings for use with EMT shall allow for a minimum of four inches of movement and shall be similar to O-Z Gedney TX series, complete with bonding jumpers and hardware.

2.4 CONDUIT BUSHINGS

A. Bushings for terminating conduits smaller than 1-1/4 inches are to have flared bottom and ribbed sides, with smooth upper edges to prevent injury to cable insulation. Install insulated type bushings.
for terminating conduits 1-1/4 inches and larger. Bushings are to have flared bottom and ribbed sides. Upper edge to have phenolic insulating ring molded into the bushing. Bushings to have screw type grounding terminal.

2.5 PULL AND JUNCTION BOXES

A. Small Sheet Metal Boxes: NEMA OS 1.
B. Surface-mounted boxes: Screw-on or hinged cover.
C. Covers shall be the same material as the box. Cover shall be on the largest access side of the box, unless otherwise indicated.
D. Boxes located outdoors above ground shall be rain tight and gasket installed cast aluminum. Boxes located in the ground or in wet or damp locations shall be cast malleable iron having cadmium finish, unless otherwise indicated.

2.6 CONDUIT BODIES

A. Galvanized cast metal of type, shape and size to fit location and conduit.
B. Constructed with threaded conduit ends, removable cover, and corrosion resistant screws.
C. Size to comply with Article 370-28 and 370-29 of the NEC.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to receive raceways, boxes, for compliance with installation tolerances and other conditions affecting performance of the raceway system. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 WIRING METHODS

A. Dry Interior Locations:
   1. Use electrical metallic tubing.
   2. Boxes and Enclosures: NEMA Type 1.

3.3 INSTALLATION

A. Install raceway in accordance with NECA "Standard of Installation -1984 and applicable portions of the National Electrical Code." Do not reduce the indicated sizes of raceways.
B. Raceway routing is shown on Drawings in approximate locations unless dimensioned. Route as required completing wiring system. Verify field measurements and routing and termination locations of raceway prior to rough-in. Raceways are not to cross pipe shafts, or ventilating duct openings, nor are they to pass through HVAC ducts. Support riser raceway at each floor level with clamp hangers. Maintain adequate clearance between raceway and piping.
C. Install raceways, boxes, as indicated, according to manufacturer's written instructions.
D. Install no more than the equivalent of two 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams.
E. Provide suitable fittings to accommodate expansion and deflection where raceway crosses seismic and expansion joints. Install expansion fittings in the full open position if installed during a period of
lowest expected temperature, and in the fully closed position if installed during a period of highest expected temperature. Install at proportionate intermediate position for intermediate temperatures.

Provide expansion fittings according to the following table, for linear runs not containing junction boxes, pull boxes, nor bends totaling more than 30 degrees:

<table>
<thead>
<tr>
<th>Raceway Material</th>
<th>Indoor, conditioned areas</th>
<th>Outdoors and non-conditioned areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steel</td>
<td>One expansion fitting in runs longer than 80 feet, additional expansion fittings every 400 feet</td>
<td>One expansion fitting in runs longer than 40 feet, additional expansion fittings every 200 feet</td>
</tr>
</tbody>
</table>

F. Each run longer than that indicated in the table must contain bends totaling more than 30-degrees between junctions or pull boxes.

G. Conceal conduit and EMT, unless otherwise indicated, within finished walls, ceilings, and floors.

H. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot water pipes.
   Install horizontal raceway runs above water and steam piping.

I. Install raceways level and square and at proper elevations. Provide adequate headroom. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.

J. Complete raceway installation before starting cable installation.

K. Use temporary closures to prevent foreign matter from entering raceway.

L. Make bends and offsets so the inside diameter is not reduced. Unless otherwise indicated, keep the legs of a bend in the same plane and the straight legs of offsets parallel.

M. Run concealed raceways with a minimum of bends in the shortest practical distance considering the type of building construction and obstructions, except as otherwise indicated.

N. Install exposed raceways parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical.

O. Run parallel or banked raceways together, on common supports where practical and make bends from same centerline to make bends parallel. Use factory elbows only where they can be installed parallel; otherwise, provide field bends for parallel raceways.

P. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line having not less than 200-lb tensile strength. Leave not less than 12 inches of slack at each end of the pull wire. Test conduits required to be installed, but left empty, with ball mandrel. Clear any conduit, which rejects ball mandrel. Pay costs involved for restoration of conduit and surrounding surfaces to original condition.

Q. Raceways 2-inch Trade Size and Smaller: In addition to the above requirements, install in maximum lengths of 150 feet and with a maximum of two 90-degree bends or equivalent. Install pull or junction boxes where necessary to comply with these requirements.

R. Install raceway-sealing fittings according to the manufacturers written instructions. Locate fittings at suitable, approved, accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway-sealing fittings where conduits enter or leave hazardous locations, where conduits pass from warm locations to cold locations, such as the boundaries of refrigerated spaces and air-conditioned spaces, and other places indicated on the drawings or required by the NEC.
3.4 BOXES AND CABINETS

A. Provide boxes as shown and for wire pulling, equipment connections and where required by applicable codes and installation practices.

B. Locate boxes to maintain headroom and present a neat appearance. Locate to allow proper access. Provide access doors for boxes located above inaccessible ceilings.

C. Provide knockout closures to cap unused knockout holes where blanks have been removed.

D. Support all boxes rigidly and independently of conduit except where specifically allowed by the National Electrical Code. Use supports suitable for the purpose.

E. Pull and Junction Boxes
   1. Locate above accessible ceilings or in unfinished areas.
   2. Support independent of conduit.
   3. Locate pull or junction boxes to limit conduit runs to no more than 150 linear feet of two (2) ninety-degree bends between pulling points.

F. Provide covers for all boxes.

G. Special care shall be taken to set all flush boxes square and true with the building finish. The edge of the cover shall meet the building finish or be no greater than 1/8 inch back from the finish surface.

3.5 PROTECTION

A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, to ensure that coatings, finishes, and cabinets are without damage or deterioration at Substantial Completion.

B. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

3.6 CLEANING

A. Upon completion of installation of system, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions.

3.7 MARKING AND IDENTIFICATION

A. Mark and identify conduits in accordance with Section 16195 Electrical Identification.

3.8 RECORD DOCUMENTS

A. Accurately record actual routing of all conduits to provide as-built drawings to BCAD.

END OF SECTION 16100
SECTION 16190 - SUPPORTING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes secure support from the building structure for electrical items by means of hangers, supports, anchors, sleeves, inserts, seals, and associated fastenings.

1. Refer to other Division 16 sections for additional specific support requirements that may be applicable to specific items.

1.3 SUBMITTALS

A. Submittals for approval by the engineer are not required for this section. Un-requested submittals will not be processed or reviewed. Non-requirement of submittals is not to be construed as an allowance for substitutions and does not relieve the contractor from full compliance with the plans and specifications.

1.4 QUALITY ASSURANCE

A. Electrical Component Standard: Components and installation shall comply with NFPA 70 "National Electrical Code."

B. Electrical components shall be listed and labeled for the specific intended purpose by Underwriters laboratories, Inc. or ETL Testing Laboratories, Inc.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Slotted Metal Angle and U-Channel Systems:
   a. Allied Tube & Conduit
   b. American Electric
   c. B-Line Systems, Inc.
   d. Cinch Clamp Co., Inc.
   e. GS Metals Corp.
   f. Haydon Corp.
   g. Kin-Line, Inc.
   h. Unistrut Diversified Products

2. Conduit Sealing Bushings:
   a. Bridgeport Fittings, Inc.
   c. O-Z/Gedney
2.2 COATINGS
A. Coating: Supports, support hardware, and fasteners shall be protected with zinc coating or with treatment of equivalent corrosion resistance using approved alternative treatment, finish, or inherent material characteristic. Products for use outdoors shall be hot-dip galvanized.

2.3 MANUFACTURED SUPPORTING DEVICES
A. Raceway Supports: Clevis hangers, riser clamps, conduit straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring steel clamps.
B. Fasteners: Types, materials, and construction features as follows:
   1. Expansion Anchors: Carbon steel wedge or sleeve type.
   2. Toggle Bolts: All steel springhead type.
C. Conduit Sealing Bushings: Factory-fabricated watertight conduit sealing bushing assemblies suitable for sealing around conduit, or tubing passing through concrete floors and walls. Construct seals with steel sleeve, malleable iron body, neoprene sealing grommets or rings, metal pressure rings, pressure clamps and cap screws.
D. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for non-armored electrical cables in riser conduits. Provide plugs with number and size of conductor gripping holes as required to suit individual risers. Construct body of malleable-iron casting with hot-dip galvanized finish.
E. U-Channel Systems: 16-gauge steel channels, with 9/16-inch-diameter holes, between one and one half and two and one half inches on center in top surface. Provide fittings and accessories that mate and match with U-channel and are of the same manufacture.

2.4 FABRICATED SUPPORTING DEVICES
A. General: Shop- or field-fabricated supports or manufactured supports assembled from U-channel components.
B. Steel Brackets: Fabricated of angles, channels, and other standard structural shapes. Connect with welds and machine bolts to form rigid supports.

PART 3 - EXECUTION

3.1 INSTALLATION
A. Install supporting devices to fasten electrical components securely and permanently in accordance with NEC requirements.
B. Coordinate with the building structural system and with other electrical installation.
C. Raceway Supports: Comply with the NEC and the following requirements:
D. Conform to manufacturer's recommendations for selection and installation of supports.
E. Strength of each support shall be adequate to carry present and future load multiplied by a safety factor of at least four. Where this determination results in a safety allowance of less than 200 lbs.,
provide additional strength until there is a minimum of 200 lbs., safety allowance in the strength of each support.

F. Install individual and multiple (trapeze) raceway hangers and riser clamps as necessary to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assembly and for securing hanger rods and conduits.

G. Support parallel runs of horizontal raceways together on trapeze-type hangers.

H. Support individual horizontal raceways by separate pipe hangers. Spring steel fasteners may be used in lieu of hangers only for 1 inch and smaller raceways serving branch circuits, telephone and data above suspended ceilings only. For hanger rods with spring steel fasteners, use 1/4-inch-diameter or larger threaded steel. Use spring steel fasteners that are specifically designed for supporting single conduits or tubing.

I. Space supports for raceways in accordance with Table I of this section. Space supports for raceway types not covered by the above in accordance with NEC.

J. Support exposed and concealed raceway within 3 feet of boxes, access fittings, device boxes, cabinets or other raceway terminations.

K. In vertical runs, arrange support so the load produced by the weight of the raceway and the enclosed conductors is carried entirely by the conduit supports with no weight load on raceway terminals.

L. Miscellaneous Supports: Support miscellaneous electrical components as required to produce the same structural safety factors as specified for raceway supports.

M. Fastening: Unless otherwise indicated, fasten electrical items and their supporting hardware securely to the building structure, including but not limited to conduits, raceways, cables, cable trays, cabinets, and boxes, in accordance with the following:

1. Fasten by means of wood screws or screw-type nails on wood, toggle bolts on hollow masonry units, concrete inserts or expansion bolts on concrete or solid masonry, and machine screws, welded threaded studs, or spring-tension clamps on steel. Do not weld conduit, or items other than threaded studs to steel structures.

2. Ensure that the load applied to any fastener does not exceed 25 percent of the proof test load. Use vibration- and shock-resistant fasteners for attachments to concrete slabs.
**TABLE I: SPACING FOR RACEWAY SUPPORTS**

<table>
<thead>
<tr>
<th>Raceway Size (Inches)</th>
<th>Number of Conduits in Run Location</th>
<th>Maximum Spacing of Supports (Feet) EMT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HORIZONTAL RUNS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>½, ¾</td>
<td>1 or 2</td>
<td>Flat ceiling or wall</td>
</tr>
<tr>
<td>½, ¾</td>
<td>1 or 2</td>
<td>Where it is difficult to provide supports except at intervals fixed by the building construction</td>
</tr>
<tr>
<td>½, ¾</td>
<td>3 or more</td>
<td>Any location</td>
</tr>
<tr>
<td>½ - 1</td>
<td>3 or more</td>
<td>Any location</td>
</tr>
<tr>
<td>1 &amp; larger</td>
<td>1 or 2</td>
<td>Flat ceiling or wall</td>
</tr>
<tr>
<td>1 &amp; larger</td>
<td>1 or 2</td>
<td>Where it is difficult to provide supports except at intervals fixed by the building construction</td>
</tr>
<tr>
<td>1 &amp; larger</td>
<td>3 or more</td>
<td>Any location</td>
</tr>
<tr>
<td>Any</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>VERTICAL RUNS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>½, ¾</td>
<td></td>
<td>Exposed</td>
</tr>
<tr>
<td>1 - 1¾</td>
<td></td>
<td>Exposed</td>
</tr>
<tr>
<td>1 ½ and larger</td>
<td></td>
<td>Exposed</td>
</tr>
<tr>
<td>Up to 2</td>
<td></td>
<td>Shaft-way</td>
</tr>
<tr>
<td>2 ½</td>
<td></td>
<td>Shaft-way</td>
</tr>
<tr>
<td>3 and larger</td>
<td></td>
<td>Shaft-way</td>
</tr>
<tr>
<td>Any</td>
<td></td>
<td>Concealed</td>
</tr>
</tbody>
</table>

N. Abbreviations: EMT Electrical metallic tubing.

**END OF SECTION 16190**
SECTION 16010 - BASIC ELECTRICAL REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. This Section specifies the basic requirements for electrical installations and includes requirements common to more than one section of Division 16. It expands and supplements the requirements specified in sections of Division 1.

B. Codes and Standards: All equipment, material and installations shall comply with the applicable codes, standards and installation practices. All material and equipment shall be listed by the Underwriters Laboratories (UL) standard that is applicable for the specific purpose of the material and equipment. The National Electrical Code, National Electrical Manufacturer’s Association (NEMA) Standards, National Electrical Safety Code, and applicable ANSI and IEEE standards shall apply to the pertinent materials, equipment, and installation practices. Testing shall be in accordance with the applicable International Electrical Testing Association (NETA) standards.

1.2 ELECTRICAL INSTALLATIONS

A. Coordinate electrical equipment and materials installation with other building components.

B. Verify all dimensions by field measurements.

C. Arrange for chases, slots, and openings in other building components to allow for electrical installations.

1.3 YEAR 2000 COMPLIANCE

A. All equipment and software provided under these specifications or as part of equipment required by these specifications, and all required diagnostic and operating software should be year 2000 compliant. All software, equipment and systems shall properly function past the turn of the century without any intervention. All dates, times, logging and operation shall correctly function for dates of the 20th and 21st centuries without any operational degradation.

1.4 CUTTING AND PATCHING

A. General: Perform cutting and patching in accordance with Division 1 Section "CUTTING AND PATCHING." In addition to the requirements specified in Division 1, the following requirements apply:

1. Perform cutting, fitting, and patching of electrical equipment and materials required to:
   a. Uncover Work to provide for installation of ill-timed Work.
   b. Remove and replace defective Work.
   c. Remove and replace Work not conforming to requirements of the Contract Documents.
   d. Remove samples of installed Work as specified for testing.
   e. Install equipment and materials in existing structures.
   f. Cut, remove, and legally dispose of selected electrical equipment, components, and materials as indicated, including but not limited to, removal of electrical items indicated to be removed and items made obsolete by the new Work.
g. Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be removed.

h. Provide and maintain temporary partitions or dust barriers adequate to prevent the spread of dust and dirt to adjacent areas.

i. Protection of Installed Work: Protect adjacent installations during cutting and patching operations.

B. Coordinate the cutting and patching of building components to accommodate the installation of electrical equipment and materials.

C. Painting: Paint all exposed electrical boxes, raceways and conduit bodies that are located in finished areas to match the finished surface.

D. Install systems, materials, and equipment to conform with project requirements and approved submittal data to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to the Engineer.

E. Systems, materials, and equipment, which will be exposed in finished areas, shall be installed level and plumb, parallel and perpendicular to other building systems and components.

F. Install overhead equipment to provide the maximum headroom possible, where mounting heights are not detailed or dimensioned.

G. Install electrical equipment to facilitate maintenance and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.

1.5 ELECTRICAL SUBMITTALS

A. General: Submittals are not requested for all products covered in the specifications. Submit only the data requested under the submittals portion of each specification section. Un-requested submittals will not be processed or reviewed. FAX or photo copies are not allowed. Submittals must be on original manufacturer printed stock. Non-requirement of submittals is not to be construed as an allowance for substitutions and does not relieve the contractor from full compliance with the plans and specifications. Any deviation from specified items is considered a substitution. If the contractor desires to use other than specified items, then a formal request for substitution must be submitted prior to bid date, in accordance with the methods and times indicated in these specifications.

B. Definitions:
   1. Product Data: Pre-printed manufacturer’s data.
   2. Shop Drawings: Drawings made specifically for the manufacture of a particular piece of equipment to be used on this project.
   3. Operation and Maintenance Data: Information containing instructions on the proper operation, maintenance and repair of the equipment, complete with written text, diagrams, photos, exploded views and parts lists.
   4. Record Documents: Information indicating the actual installed conditions of the project on Mylar, electronic media, photographs or typed paper. Submit type, quantities and on media specified where indicated to be submitted.

1.6 PRODUCT OPTIONS AND SUBSTITUTIONS:

A. When two or more items of same material or equipment are required they shall be of the same manufacturer. Product manufacturer uniformity does not apply to raw materials, bulk materials, wire, conduit, fittings, sheet metal, steel bar stock, welding rods, solder, fasteners, motors for dissimilar equipment units, and similar items used in Work, except as otherwise indicated.

B. Provide products, which are compatible within systems and other connected items.
C. Substitutions: Products other than those specified must be submitted as a substitution, along with a letter explaining the reason for the substitution. A sample of the proposed substitution shall be submitted to the engineer for the engineer's evaluation when requested by the engineer. This sample shall be supplied at no cost to the engineer, and will be returned to the contractor, at the contractor's expense, at the end of the evaluation period. Delivery time problems due to the contractor's failure to order the originally specified items in a timely manner will not be considered as an acceptable reason for substitution.

1.7 DELIVERY, STORAGE AND HANDLING:

A. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels, and similar information needed for distinct identifications; adequately packaged and protected to prevent damage during shipment, storage, and handling. Protect stored equipment and materials from damage.

B. Coordinate deliveries of electrical materials and equipment to minimize construction site congestion. Limit each shipment of materials and equipment to the items and quantities needed for the smooth and efficient flow of installations.

1.8 RECORD DOCUMENTS

A. Prepare record documents in accordance with the requirements in Division 1 Section "CONTRACT CLOSEOUT." In addition to the requirements specified in Division 1, indicate installed conditions for:
   1. Raceway systems, size and location, for both exterior and interior.
   2. Equipment locations (exposed and concealed), dimensioned from prominent building lines.
   3. Approved substitutions, Contract Modifications, and actual equipment and materials installed.

B. Mark Drawings to indicate revisions to conduit size and location both exterior and interior; actual equipment locations, dimensioned from column lines; concealed equipment, dimensioned to column lines; support and hanger details; Change Orders.

C. Mark Specifications to indicate approved substitutions, Change Orders, actual equipment and materials used.

1.9 OPERATION AND MAINTENANCE DATA

A. Refer to the Division 1 Section: CONTRACT CLOSEOUT for procedures and requirements for preparation and submittal of maintenance manuals.
   1. In addition to the information required by Division 1 for Maintenance Data, include the following information:
      a. Description of function, normal operating characteristics and limitations, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.
      b. Maintenance procedures for routine and preventive maintenance.

1.10 WARRANTIES

A. Refer to the Division 1 Section: WARRANTIES for procedures and submittal requirements for warranties. Refer to individual equipment specifications for warranty requirements.

B. Compile and assemble the warranties specified in Division 16, into a separated set of vinyl covered, three ring binders, tabulated and indexed for easy reference.
C. Provide complete warranty information for each item to include product or equipment to include date of beginning of warranty or bond; duration of warranty or bond; and names, addresses, and telephone numbers and procedures for filing a claim and obtaining warranty services.

1.11 CLEANING

A. Refer to the Division 1 Section: CONTRACT CLOSEOUT for general requirements for final cleaning.

END OF SECTION 16010
SECTION 16050 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
B. Requirements specified in Division 16 Section "Basic Electrical Requirements" apply to this Section.

1.2 SUMMARY
A. This Section includes limited scope general construction materials and methods for application with electrical installations as follows:
   1. Miscellaneous metals for support of electrical materials and equipment.
   2. Wood grounds, nailers, blocking, fasteners, and anchorage for support of electrical materials and equipment.
   3. Joint sealers for sealing around electrical materials and equipment; and for sealing penetrations in floors and walls.

1.3 SUBMITTALS
A. Submit the following to the Engineer for approval before ordering materials for fire stopping:
   1. Fire stopping detail, including Underwriters Laboratories System Number, as listed in Volume 2 of the UL Fire Resistance Directory, for each different intended project application, such as cable tray penetration, conduit penetration, penetration of one-hour gypsum penetration, penetration of two hour concrete slab, etc.
   2. Fire stopping material manufacturer. This manufacturer must be listed in the applicable UL System Number detail.
B. Submittals for approval by the engineer are not required for other items in this section. Un-requested submittals will not be processed or reviewed. Non-requirement of submittals is not to be construed as an allowance for substitutions and does not relieve the contractor from full compliance with the plans and specifications.

1.4 QUALITY ASSURANCE
A. Installer Qualifications: Engage an experienced Installer for the installation and application of joint sealers, access panels, and doors.
B. Qualify welding processes and welding operators in accordance with AWS D1.1 "Structural Welding Code - Steel."
   1. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone re-certification.
C. Fire-Resistance Ratings: Where a fire-resistance classification is indicated, provide access door assembly with panel door, frame, hinge, and latch from manufacturer listed in the UL "Building Materials Directory" for rating shown.
   1. Provide UL Label on each fire-rated access door.
PART 2 - PRODUCTS

2.1 MISCELLANEOUS METALS

A. Steel plates, shapes, bars, and bar grating: ASTM A 36.
B. Cold-Formed Steel Tubing: ASTM A 500.
C. Hot-Rolled Steel Tubing: ASTM A 501.
E. Non-shrink, Non-metallic Grout: Premixed, factory-packaged, non-staining, non-corrosive, non-gaseous grout, recommended for interior and exterior applications.
F. Fasteners: Zinc-coated, type, grade, and class as required.

2.2 MISCELLANEOUS LUMBER

A. Framing Materials: Standard Grade, light-framing-size lumber of any species. Number 3 Common or Standard Grade boards complying with WCLIB or AWPA rules, or Number 3 boards complying with SPIB rules. Lumber shall be preservative treated in accordance with AWPB LP-2, and kiln dried to moisture content of not more than 19 percent.
B. Construction Panels: Plywood panels; APA CD-D PLUGGED INT, with exterior glue; thickness as indicated but not less that 15/32 inches.
D. Reinforcement Bars: ASTM A 615, Grade 60, deformed.
E. Sealants
F. Fire-stopping materials:
   1. Products: Subject to compliance with project and Underwriters Laboratories requirements, provide materials by one of the following:
      a. 3M, unless otherwise required by the UL System to be used.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances and other conditions affecting installation and application of joint sealers and access panels. Do not proceed with installation until unsatisfactory conditions have been corrected.
B. Install equipment and materials in accordance with manufacturer instructions and the requirements in Section 13060 - "Seismic Protection".

3.2 ERECTION OF METAL SUPPORTS AND ANCHORAGE:

A. Cut, fit, and place miscellaneous metal fabrications accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
B. Field Welding: Comply with AWS "Structural Welding Code."
3.3  ERECTION OF WOOD SUPPORTS AND ANCHORAGE

A. Cut, fit, and place wood grounds, nailers, blocking and anchorage accurately in location, alignment and elevation to support and anchor electrical materials and equipment.

B. Select fastener sizes that will not penetrate members where opposite side will be exposed to vie or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood members.

C. Attach to substrates as required to support applied loads.

3.4  APPLICATION OF JOINT SEALERS

A. General: Comply with joint sealer manufacturers' printed application instructions applicable to products and applications indicated, except where more stringent requirements apply.

B. Tooling: Immediately after sealant application and prior to time shining or curing begins, tool sealants to form smooth, uniform beads; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

END OF SECTION 16050
SECTION 16195 - ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes identification of electrical materials, equipment, and installations. It includes requirements for electrical identification components including but not limited to the following:
   1. Identification labeling for raceways and cables.
   2. Operational instruction signs.
   3. Warning and caution signs.
B. Refer to other Division 16 sections for additional specific electrical identification associated with specific items.

1.3 SUBMITTALS

A. Do not submit product data or shop drawings. Non-requirement of submittals is not to be construed as an allowance for substitutions and does not relieve the contractor from full compliance with the plans and specifications.

1.4 QUALITY ASSURANCE

A. Electrical Component Standard: Components and installation shall comply with NFPA 70 "National Electrical Code."
B. ANSI Compliance: Comply with requirements of ANSI Standard A13.1, "Scheme for the Identification of Piping Systems," with regard to type and size of lettering for raceway and cable labels.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:
   1. Electromark - Wolcott, New York
   2. Ideal Industries, Inc.
   3. 3M
   4. Panduit Corp.
   5. Seton Name Plate Co.
   6. Thomas & Betts
   7. W.H.Brady, Co. - Signmark Division - Milwaukee, Wisconsin

2.2 ELECTRICAL IDENTIFICATION PRODUCTS

A. Adhesive Marking Labels for Raceway: Pre-printed, flexible, self-adhesive labels with legend indicating FLL fiber optic cable backbone.
B. Label Size: as follows:

<table>
<thead>
<tr>
<th>Nominal EMT conduit size</th>
<th>Nominal RGS conduit size</th>
<th>Length of color background on label</th>
<th>Height of letters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1 inch</td>
<td>Up to 3/4 inch</td>
<td>8 inches</td>
<td>1/2 inch</td>
</tr>
<tr>
<td>1 to 2 inch</td>
<td>1 to 1 inch</td>
<td>8 inches</td>
<td>3/4 inch</td>
</tr>
<tr>
<td>2 to 4 inch</td>
<td>2 to 4 inch</td>
<td>12 inches</td>
<td>1 inch</td>
</tr>
</tbody>
</table>

C. Color: Black legend on orange background.

D. Colored Adhesive Marking Tape for Raceways: Self-adhesive plastic coated cloth tape similar to Brady 441XX or 442XX series.

E. Engraved, Plastic-Laminated Labels, Signs, and Instruction Plates: Engraving stock melamine plastic laminate, 1/16-inch minimum thick for signs up to 20 square inches, or 8 inches in length; 1/8-inch thick for larger sizes. Engraved legend in black letters on white face and punched for mechanical fasteners.

**PART 3 - EXECUTION**

3.1 INSTALLATION

A. Lettering and Graphics: Coordinate names, abbreviations, colors and other designations used in electrical identification work with corresponding designations specified or indicated.

B. Install identification devices in accordance with manufacturer's written instructions and requirements of NEC.

C. Sequence of Work: Where identification is to be applied to surfaces that require finish, install identification after completion of finish work.

D. Identify Raceways for FLL Fiber Optic Backbone with Color Banding: Band exposed or accessible raceways of the following systems for identification. Bands shall be pre-tensioned, snap-around colored plastic sleeves, colored adhesive marking tape or a combination of the two. Make each color band 2 inches wide, completely encircling conduit. Install bands at changes in direction, at penetrations of walls and floors, and at 40-foot maximum intervals in straight runs. Apply the following colors:

  - FLL Fiber Optic Backbone Orange
  - Identify Junction, Pull, and Connection Boxes: Code-required caution sign for boxes shall be pressure-sensitive, self-adhesive label indicating system voltage in black, pre-printed on orange background. Install on outside of box cover. Legibly mark box covers with identity of contained circuits with contrasting color permanent marker.

G. Apply warning, caution, and instruction signs and stencils as follows:

  1. Install warning, caution, or instruction signs where required by NEC, where indicated, or where reasonably required to assure safe operation and maintenance of electrical systems and of the items to which they connect. Install engraved plastic-laminated instruction signs with Owner approved legend where instructions or explanations are needed for system or equipment operation. Install fiberglass signs or outdoor items.

END OF SECTION 16195
SECTION 16452 - GROUNDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This Section includes solid grounding of communication systems and equipment.

1.3 SUBMITTALS
A. Submittals for approval by the engineer of products to be used are not required for this section. Un-requested submittals will not be processed or reviewed. Non-requirement of submittals is not to be construed as an allowance for substitutions and does not relieve the contractor from full compliance with the plans and specifications.

1.4 QUALITY ASSURANCE
A. Listing and Labeling: Provide products specified in this Section that are listed and labeled for the specific purposes by Underwriter's Laboratories.
B. B. Electrical Component Standard: Components and installation shall comply with NFPA 70, "National Electrical Code" (NEC).
C. UL Standard: Comply with UL 467, "Grounding and Bonding Equipment."

PART 2 - PRODUCTS

2.1 MANUFACTURERS
A. Manufacturers: Subject to compliance with requirements, provide products by the following:
   1. A.B. Chance Co.
   2. Blackburn Co.
   3. Erico Products, Inc.
   4. Ideal Industries, Inc.
   7. O-Z/Gedney Co.
   8. Raco, Inc.
   9. Thomas & Betts Corp.

2.2 GROUNDING AND BONDING PRODUCTS
A. Products: Of types indicated and of sizes and ratings to comply with NEC. Where types, sizes, ratings and quantities indicated are in excess of NEC requirements, the more stringent requirements and the greater size, rating, and quantity indications govern.
B. Conductor Materials: Copper.

2.3 WIRE AND CABLE CONDUCTORS

A. General: Comply with Division 16 Section "Wires and Cables." Conform to NEC Table 8, except as otherwise indicated, for conductor properties, including stranding.

B. Equipment Grounding Conductor: Copper, green insulated.

2.4 MISCELLANEOUS CONDUCTORS

A. Ground Bus: Bare annealed copper bars of rectangular cross section.

B. Braided Bonding Jumpers: Copper tape, consisting of braided No. 30 gage bare copper wire, terminated with copper ferrules.

C. Bonding Strap Conductor/Connectors: Soft copper, 0.05 inch thick and 2 inches wide, except as indicated.

2.5 CONNECTOR PRODUCTS

A. General: Listed and labeled as grounding connectors for the materials used.

B. Pressure Connectors: High-conductivity-plated units.

C. Bolted Clamps: Heavy-duty units listed for the application.

D. Exothermic Welded Connections: Provided in kit form and selected for the specific types, sizes, and combinations of conductors and other items to be connected.

PART 3 - EXECUTION

3.2 INSTALLATION

A. Communication Room Ground Bus: Size, location, and arrangement as indicated. Space 1 inch from wall and support from wall 6 inches above finished floor, except as otherwise indicated.

B. Route grounding conductors along the shortest and straightest paths possible without obstructing access or placing conductors where they may be subjected to strain, impact, or damage, except as indicated.
3.3 CONNECTIONS

A. General: Make connections in such a manner as to minimize possibility of galvanic action or electrolysis.

B. Make connections with clean bare metal at points of contact.

C. Exothermic Welded Connections: Use for connections to structural steel. Comply with manufacturers written recommendations. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.

D. Tighten grounding and bonding connectors and terminals, including screws and bolts, in accordance with manufacturer's published torque tightening values for connectors and bolts. Where manufacturer's torque requirements are not indicated, tighten connections to comply with torque tightening values specified in UL 486A and UL 486B.

END OF SECTION 16452
GENERAL NOTES:

1. CONTRACTOR SHALL PREPARE AND MAINTAIN A DETAIL MAINTENANCE OF SITE PEDESTRIAN AND AUTOMOBILES TRAFFIC FLOW. CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL AT ALL TIMES AND PROVIDE MANAGEMENT TO MAINTAIN PEDESTRIAN SAFETY AND TRAFFIC FLOW. CONTRACTOR SHALL TAKE NEEDED STEPS TO ENSURE ADEQUATE MANAGEMENT OF PEDESTRIAN AND AUTOMOBILE TRAFFIC AND SAFETY.

2. CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES TO PREVENT PERSONAL INJURY OR DEATH DURING THE PERFORMANCE OF WORK. CONTRACTOR SHALL PROVIDE ADEQUATE WARNING SIGNS AND MARKERS TO AVOID INJURY OR DAMAGE TO EXISTING CONDUITS, UTILITY LINES, AND UNDERGROUND INFRASTRUCTURE.

3. CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES TO PREVENT PERSONAL INJURY OR DEATH DURING THE PERFORMANCE OF WORK. CONTRACTOR SHALL PROVIDE ADEQUATE WARNING SIGNS AND MARKERS TO AVOID INJURY OR DAMAGE TO EXISTING CONDUITS, UTILITY LINES, AND UNDERGROUND INFRASTRUCTURE.

4. CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES TO PREVENT PERSONAL INJURY OR DEATH DURING THE PERFORMANCE OF WORK. CONTRACTOR SHALL PROVIDE ADEQUATE WARNING SIGNS AND MARKERS TO AVOID INJURY OR DAMAGE TO EXISTING CONDUITS, UTILITY LINES, AND UNDERGROUND INFRASTRUCTURE.

5. CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES TO PREVENT PERSONAL INJURY OR DEATH DURING THE PERFORMANCE OF WORK. CONTRACTOR SHALL PROVIDE ADEQUATE WARNING SIGNS AND MARKERS TO AVOID INJURY OR DAMAGE TO EXISTING CONDUITS, UTILITY LINES, AND UNDERGROUND INFRASTRUCTURE.

NOTES:

GENERAL CONSTRUCTABILITY M.O.T.

1. CONTRACTOR SHALL PREPARE AND MAINTAIN A DETAILED MAINTENANCE OF SITE PEDESTRIAN AND AUTOMOBILES TRAFFIC FLOW. CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL AT ALL TIMES AND PROVIDE MANAGEMENT TO MAINTAIN PEDESTRIAN SAFETY AND TRAFFIC FLOW. CONTRACTOR SHALL TAKE NEEDED STEPS TO ENSURE ADEQUATE MANAGEMENT OF PEDESTRIAN AND AUTOMOBILE TRAFFIC AND SAFETY.

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CONSTRUCTABILITY LAYOUT PLAN AT ENTRY LEVEL
COMMERCIAL VEHICLE AUTOMATED VEHICLE IDENTIFICATION INFRASTRUCTURE

ELECTRICAL PLAN AT GTA-0

ES1.02R
TERMINAL 4

COMMERCIAL VEHICLE
AUTOMATED VEHICLE
IDENTIFICATION
INFRASTRUCTURE

ELECTRICAL
LAYOUT PLAN AT
GTA-4
NOTICE FOR BIDS

Solicitation No.: Z1094202C1  
Solicitation Title: Commercial Vehicle Automated Vehicle Identification Infrastructure (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 Commerical Vehicle Automated Vehicle Identification Infrastructure Bid No. Z1094202C1 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 purchase and installation of infrastructure to support Commercial Vehicle Automated Vehicle Identification (AVI) System, throughout the roadway system and taxi hold lot. The project consists of the installation of all mounting structures, communications infrastructure, and electrical infrastructure.

Pre-bid Conference: Wednesday, January 23, 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: Singer Architects, Inc., 915 Middle River Road, Suite 404, Fort Lauderdale, FL 33304, Contact Roger Lebida, 954-537-9136, for a non-refundable charge of $90.00

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 25%.

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)

Project Manager: Staci Montefusco, 954-359-6149 or by email at smontefusco@broward.org

Notice for Bid Form 154 (11/2012)
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
CONSTRUCTION CONTRACT DOCUMENTS
FOR THE FOLLOWING PROJECT(S):

Commercial Vehicle Automated Vehicle Identification Infrastructure (Non-Sheltered Market)

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

BID/CONTRACT NO.: Z1094202C1
Contract Central No. 3689
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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 Project/Aviation Department
(Using Division)

Marc Gambrill
(Director – Contract Administrator)
Singer Architects, Inc.
(Consultant, if applicable)

Approved by:

_________________________  Date ________________
Contract Administrator

_________________________  Date ________________
Purchasing Agent

_________________________  Date ________________
Risk Management Division

_________________________  Date ________________
OESBD

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 Commercial Vehicle Automated Vehicle Identification Infrastructure for the Capital Improvement Projects/Aviation Department.

Bid No. Z1094202C1, 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 Wednesday, January 23, 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 Singer Architects, Inc. 915 Middle River Drive, Suite 404, Fort Lauderdale, FL 33309, Contact: Roger Lebida, 954-537-9136 for a charge of $90.00, payable by cash or check.

Make checks payable to: Singer Architects, 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:

Purchase and installation of infrastructure to support Commercial Vehicle Automated Vehicle Identification (AVI) System, throughout the roadway system and taxi hold lot. The project consists of the installation of all mounting structures, communications infrastructure, and electrical infrastructure.

Location of Work: Fort Lauderdale-Hollywood International Airport
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 mdurden@broward.org and Staci Montefusco, Project Manager, at smontefusco@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.

9-12-2012
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 to 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:

<table>
<thead>
<tr>
<th>Estimated Contract Amount</th>
<th>Filing Fee</th>
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<tbody>
<tr>
<td>$30,000 - $250,000</td>
<td>$500</td>
</tr>
<tr>
<td>$250,001 - $500,000</td>
<td>$1,000</td>
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<tr>
<td>$500,001 - $5 million</td>
<td>$3,000</td>
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<tr>
<td>Over $5 million</td>
<td>$5,000</td>
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</table>

The estimated contract amount shall be based upon the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the COUNTY’s estimated contract price for the project. The COUNTY may accept cash, money order, certified check, or cashier’s check, payable to Broward County Board of County Commissioners.

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: (if applicable) Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a bid, proposal or response to a Broward County solicitation for goods or services in an amount equal to or greater than $1 million. Therefore, if applicable, each company submitting a bid, proposal or response to a solicitation must certify to the COUNTY that it is not on either list at the time of submitting a bid, proposal or response. The Bidder should complete and submit the Scrutinized Companies Certification Form (004546-5) with the bid submittal, but must submit within five (5) business days of COUNTY’s request.

39. Trench Safety Act: The Bidder should complete and submit the Trench Safety Act (Form 004546-6), with the bid submittal, but must submit within five (5) business days of COUNTY’s request.

40. Insurance Requirements: The insurance requirements for this project are identified in the Instructions to Bidders Supplement Section 002203-2.

40.1. OCIP Certification: 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: 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 any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event Contractor fails to remedy any such deficiency, the County may do so at the cost and expense of Contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

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

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

(c) The provisions hereof shall survive the expiration or any other termination of this Agreement.
SECTION 002201: OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT REQUIREMENTS

1. 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 25%.

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 to 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 only if applicable to the 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:

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<tr>
<th>Enrolled Parties/Excluded Parties</th>
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<tbody>
<tr>
<td>Each Occurrence</td>
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<tr>
<td>$1,000,000/$2,000,000</td>
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<tr>
<td>General Aggregate</td>
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<td>Products/Completed Operations Aggregate</td>
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<td>Personal/Advertising Injury Aggregate</td>
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<td>$1,000,000/$2,000,000</td>
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<tr>
<td>Ten (10) Years Products/Completed Operations Extension</td>
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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:

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

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

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

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

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

1.2.7. For all policies provided under this Section, if the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.

1.2.8. For all policies provided under this Section, the policy(ies) must be endorsed to provide COUNTY with at least thirty (30) days notice of cancellation and/or restriction.

1.2.9. CONTRACTOR shall furnish to the COUNTY, or the OCIP Administrator, Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract, in the form attached hereto as Form 004540 The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in a standard Accord form 25-S. The failure to provide the Certificate of
Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract. The official title of the certificate holder is Broward County Board of County Commissioners. This official title shall be used in all insurance documentation.

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

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

1.4. CONTRACTOR'S failure to procure or maintain the insurance required by this section and to ensure that all of its Subcontractors of every tier maintain the required insurance during the entire term of their respective contracts shall constitute a material breach of this Contract pursuant to which COUNTY may immediately suspend or terminate this Contract, or, at its discretion, procure or renew such insurance to protect COUNTY’S interests, pay any and all premiums in connection therewith, and withhold or recover all monies so paid from CONTRACTOR.

1.5. Additional Insurance Provisions.

1.5.1. Representations and Warranties. CONTRACTOR represents and warrants to COUNTY, and shall require its Subcontractors of every tier represent and warrant to COUNTY that:

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

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

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

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

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

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

1.5.3. Withholding Payments. COUNTY may withhold from any payment owed or owing to CONTRACTOR or its Subcontractors of any tier the Costs of OCIP Coverages if they are included in a request for payment. In the event a COUNTY audit of CONTRACTOR’S records and information reveals a discrepancy in the insurance, payroll, safety, or any other information required by the Contract Documents to be provided by CONTRACTOR to COUNTY, or to the OCIP Administrator, or reveals the inclusion of the Cost of OCIP Coverages in any payment for the Work, COUNTY shall have the right to full deduction from the Contract Price of all such Costs of OCIP Coverages and all audit costs. Audit costs shall include, but shall not be limited to, the fees of the OCIP Administrator, and the fees of attorneys and accountants conducting the audit and
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>
<tr>
<td>CARP0079-001</td>
<td>04/01/2009</td>
</tr>
</tbody>
</table>

Rates Fringes

<table>
<thead>
<tr>
<th>CARPENTER (Form Work Only)</th>
<th>$22.20</th>
<th>6.67</th>
</tr>
</thead>
</table>

* ELEC0728-008 09/01/2012

9-12-2012
Rates Fringes

ELECTRICIAN

Excluding HVAC Temperature

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

ELEV0071-001 01/01/2012

Rates Fringes

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

Rates Fringes

OPERATOR: Backhoe..........$ 27.57  8.78

9-12-2012
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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER, ORNAMENTAL,</td>
<td>5.93</td>
</tr>
<tr>
<td>REINFORCING AND STRUCTURAL</td>
<td>$ 23.94</td>
</tr>
</tbody>
</table>

PAIN0365-001 08/01/2010

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAINTER: Brush, Steel</td>
<td></td>
</tr>
</tbody>
</table>

9-12-2012
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
SHEET METAL WORKER, Includes
HVAC Duct Installation.........$ 24.42 11.36

* SUFL2009-005 05/22/2009

BRICKLAYER.................. $ 18.93 0.00

CARPENTER, Includes
Acoustical Ceiling
Installation, Cabinet
Installation, and Drywall
Hanging (Excludes Form Work).....$ 16.84 1.37

CEMENT MASON/CONCRETE FINISHER...$ 14.00 0.00

ELECTRICAL INSTALLER
(HVAC/Temperature Control
Installation).....................$ 20.41 4.64

FENCE ERECTOR.................$ 10.00 0.00

FLOOR LAYER: Carpet..........$ 19.00 2.10
<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Rate</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>GLAZIER</td>
<td>$17.00</td>
<td>0.00</td>
</tr>
<tr>
<td>HVAC MECHANIC (HVAC Pipe Installation)</td>
<td>$20.34</td>
<td>2.89</td>
</tr>
<tr>
<td>HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct)</td>
<td>$17.91</td>
<td>2.64</td>
</tr>
<tr>
<td>INSTALLER - OVERHEAD DOOR</td>
<td>$13.50</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Asphalt Raker</td>
<td>$10.40</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Asphalt Shoveler</td>
<td>$7.88</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Common or General</td>
<td>$12.36</td>
<td>2.42</td>
</tr>
<tr>
<td>LABORER: Concrete Saw (Hand Held/Walk Behind)</td>
<td>$12.63</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Brick</td>
<td>$10.75</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Cement/Concrete</td>
<td>$12.83</td>
<td>1.90</td>
</tr>
</tbody>
</table>
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><strong>OPERATOR</strong></th>
<th><strong>Description</strong></th>
<th><strong>Rate</strong></th>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Roller</td>
<td>$10.94</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Screed</td>
<td>$13.05</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Tractor</td>
<td>$9.91</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Trencher</td>
<td>$11.75</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>PAINTER</td>
<td>Roller, Includes Drywall Finishing/Taping</td>
<td>$13.25</td>
<td>3.45</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PIPEFITTER</td>
<td>Excludes HVAC Pipe Installation</td>
<td>$17.85</td>
<td>2.54</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLASTERER</td>
<td>$18.25</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROOFER (Installation</td>
<td>Installation of Metal Roofs Only)</td>
<td>$22.49</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROOFER</td>
<td>Includes Built Up, Hot Tar, Modified Bitumen, Shake &amp; Shingle, Single Ply, Slate, &amp; Tile Roofs (Excludes Installation of Metal Roofs)</td>
<td>$13.59</td>
<td>0.00</td>
</tr>
<tr>
<td>TILE SETTER</td>
<td>$14.45</td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>
TRUCK DRIVER: 3 Axle Truck.....$ 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
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 (if applicable)

003113 Preliminary Schedules – Not applicable for this solicitation.
003116 Project Budget Information – Not applicable for this solicitation.
003119 Existing Condition Information – Not applicable for this solicitation.
003121 Survey Information – Not applicable for this solicitation.
003124 Environmental Assessment Information – Not applicable for this solicitation.
003125 Existing Material Information – Not applicable for this solicitation.
003126 Existing Hazardous Material Information – Not applicable for this solicitation.
003131 Geophysical Information – Not applicable for this solicitation.
003132 Geotechnical Data – Tierra South Florida, Inc. – Geotechnical Engineering Services Report, will be included in the Technical Specifications.
003143 Permit Applications – Not applicable for this solicitation.
003146 Permits – Not applicable 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.
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:

________________________________________

________________________________________

________________________________________

9-12-2012
(Sign below if not incorporated)

WITNESSES:  

_________________________________________  
_________________________________________  

(Sign below if incorporated)

ATTEST:  

_________________________________________  
_________________________________________  

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

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

<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>$__________________</td>
</tr>
<tr>
<td>G100-2</td>
<td>Mobilization*</td>
<td>$__________________</td>
</tr>
<tr>
<td>G100-3</td>
<td>Excess Mobilization and Bonds</td>
<td>$__________________</td>
</tr>
<tr>
<td>G100-4</td>
<td>Maintenance of Traffic*</td>
<td>$__________________</td>
</tr>
<tr>
<td>G100-5</td>
<td>Commercial Vehicle Automated Vehicle Identification Infrastructure per Contract Specifications and Drawings</td>
<td>$__________________</td>
</tr>
<tr>
<td>G100-6</td>
<td><strong>Allowance for unforeseen utility relocations</strong></td>
<td>$25,000</td>
</tr>
<tr>
<td>G100-7</td>
<td><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>$12,000</td>
</tr>
</tbody>
</table>

**Company Name/Bidder:** ____________________________________________

9-12-2012
FORM 004113-2: SCHEDULE OF PRICES BID (continued)

G100-8  $8,000
**Allowance for temporary or permanent signage
requested by BCAD.
This allowance item is based on engineers estimate.

Total for G100-1 through G100-8: $___________

Trench Safety Act does apply to this bid solicitation.

The Performance and Payment Guaranty 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 Technical
Specifications. Include allowable percentage with your monthly pay request.

Auto Insurance Certificate must be project specific. Documentation of actual cost for bonding
and Auto insurance for this project from your carrier must be supplied with first request for
payment for reimbursement by COUNTY.
FORM 004300: DOMESTIC PARTNERSHIP CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

______________________________
Signature

______________________________
Print Name

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

STATE OF _____________________ COUNTY OF ________________________

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

My commission expires: ___________________ (SEAL)

Personally Known ___ or Produced Identification ___

Type of Identification Produced: ___________________
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
**Bid No. Z1094202C1**

**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.

**Work to be performed by CBE Firm**

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
</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/geo/www/naics/](http://www.census.gov/geo/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

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9-12-2012 Page 62 of 105
APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO
COUNTY BUSINESS ENTERPRISE ACT OF 2009, SEC. 1-81.4(g)

RLI / BID NO.: _______ PROJECT NAME: ____________________________

PRIME CONTRACTOR

ADDRESS ____________________________ TELEPHONE ____________________________

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

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 facts listed in Section 1-81.4(g) of the CBE Act, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the CBE Program Administrator, Office of Economic and Small Business Development Director, and is not subject to appeal.

SIGNATURE: ________________________________________________

PRINT NAME / TITLE: ____________________________________________

DATE: ________________________________________________________
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></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1. What business are you in?</td>
<td></td>
</tr>
</tbody>
</table>

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

|                                   |         |
|                                   |         |
|                                   |         |

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

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

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

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

Scope of Project:

4.2

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

Scope of Project:

4.3

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

Scope of Project:

PRINT NAME OF BIDDER: __________________________

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>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(Continue list on insert sheet, if necessary.)

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

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

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

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

PRINT NAME OF BIDDER: ________________________________

9-12-2012 Page 66 of 105
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: ________________________________

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

________________________________________

________________________________________

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

________________________________________

________________________________________

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

________________________________________

________________________________________

12.2 Under what conditions does the Respondent request Change Orders.

________________________________________

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

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

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

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

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

Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the vendor being deemed non-responsive. **Prior to making such determination,** the vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.
**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></td>
</tr>
<tr>
<td>Civil □</td>
<td>Administrative/Regulatory □</td>
</tr>
<tr>
<td>Criminal □</td>
<td>Bankruptcy □</td>
</tr>
<tr>
<td>Claim or Cause of Action and Brief description of each Count</td>
<td></td>
</tr>
<tr>
<td>Brief description of the Subject Matter and Project Involved</td>
<td></td>
</tr>
<tr>
<td>Disposition of Case</td>
<td></td>
</tr>
<tr>
<td>Pending □</td>
<td>Settled □</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></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td>Phone number:</td>
</tr>
</tbody>
</table>

**NAME OF BIDDER:** ____________________________________________

9-12-2012
Insurance Request for AVI Infrastructure Construction/Installation

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>Bodily Injury</td>
</tr>
<tr>
<td>[ ] Commercial General Liability</td>
<td>Covered by County's OCIP Program</td>
</tr>
<tr>
<td>[ ] Premises—Operations</td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td>[ ] Explosion &amp; Collapse Hazard</td>
<td></td>
</tr>
<tr>
<td>[ ] Underground Hazard</td>
<td></td>
</tr>
<tr>
<td>[ ] Products/Completed Operations Hazard</td>
<td></td>
</tr>
<tr>
<td>[ ] Contractual Insurance</td>
<td></td>
</tr>
<tr>
<td>[ ] Broad Form Property Damage</td>
<td></td>
</tr>
<tr>
<td>[ ] Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>[ ] Personal Injury</td>
<td></td>
</tr>
<tr>
<td>AUTO LIABILITY</td>
<td>Bodily Injury (each person)</td>
</tr>
<tr>
<td>[x] Comprehensive Form</td>
<td>Bodily Injury (each accident)</td>
</tr>
<tr>
<td>[x] Owned</td>
<td>Property Damage</td>
</tr>
<tr>
<td>[x] Hire</td>
<td></td>
</tr>
<tr>
<td>[x] Non-owned</td>
<td></td>
</tr>
<tr>
<td>[x] Any Auto if applicable</td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>EXCESS LIABILITY</td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td>[ ] Umbrella Form</td>
<td></td>
</tr>
<tr>
<td>[ ] Other than Umbrella Form</td>
<td></td>
</tr>
<tr>
<td>[x] 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>
<tr>
<td>[ ] PROPERTY COVERAGE or BUILDERS RISK OR INSTALLATION FLOATER. Subject to waiver based on type and nature of project. If project greater than $95K – installation floater may be required for replacement of materials, equipment and installation. All risk, agreed value.</td>
<td>Max. Ded. 10% 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. Indicate bid number, RLFSP, and project manager.

NOTE * - If the Company is exempt from Workers’ Compensation Coverage, please provide a letter or 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: Dania Beach, FL 33312

Name & Address of Certificate Holder
Broward County
2205 Southwest 45th Street, Suite 101
Dania Beach, FL 33312
RE: (S.Montefusco, BCAD)

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

(Bidder Signature)

(Print Vendor Name)

STATE OF __________________

COUNTY OF ____________

The foregoing instrument was acknowledged before me this ____ day of ______________, 20__, by ____________________________ (name of person whose signature is being notarized) as ____________________________ (title) of ________________________________ (name of corporation/company), known to me to be the person described herein, or who produced ____________________ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: __________________

State of ____________________ at Large (SEAL)
FORM 004546-2: NON-COLLUSION CERTIFICATE

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

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

NAME RELATIONSHIPS

_________________________ ____________________________

_________________________ ____________________________

_________________________ ____________________________

STATE OF FLORIDA ) ) SS.
COUNTY OF BROWARD)  

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

WITNESS my hand and official seal, this _____ day of ______________, 20__.

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

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

_________________________ ____________________________
(Title or rank)

_________________________ ____________________________
(Serial number, if any)
FORM 004546-3: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)

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

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

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

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

Signature  
Title / Firm Name  
Date

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

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

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

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

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

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

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

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

STATE OF ____________________________  

______________________________  

(Vendor Signature)

COUNTY OF ____________________________

______________________________  

(Print Vendor Name)

The foregoing instrument was acknowledged before me this ___ day of ________, 20___, by

______________________________  

(Name of person who's signature is being notarized)  

(Title)

______________________________  

(Name of Corporation/Company)

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

______________________________  

(Type of Identification)

NOTARY PUBLIC:

______________________________  

(My commission expires: __________________)

______________________________  

(Signature)

______________________________  

(Print Name)
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) My commission expires: ________________

______________________________
(Print name)

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

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

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

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

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

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

The Bidder further identified the costs and methods summarized below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
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Total $_____________________________

_________________________________________________________________

Name of Bidder

_________________________________________________________________

Authorized Signature of Bidder

9-12-2012
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
(if applicable) (continued)

VENDOR

By: ________________________

(Signature)

____________________

(Print/Type Name and Title)

STATE OF ____________________

COUNTY OF _________________

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

NOTARY PUBLIC:

____________________

(Signature)

____________________

(Print Name)

My commission expires: ____________

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

Not applicable for 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.
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:

Commercial Vehicle Automated Vehicle Identification Infrastructure
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
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 _____ day of ____________________, 20____.
PROJECT FORM 007500-1: PERFORMANCE BOND (continued)

ATTEST:

________________________________________

Secretary

(CORPORATE SEAL)

(Name of Corporation)

By_____________________________________

(Signature and Title)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

________________________________________

INSURANCE COMPANY:

By_____________________________________

Agent and Attorney-in-Fact

Address: __________________________________

(Street)

________________________________________

(City/State/Zip Code)

Telephone No.: __________________________
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;
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__.
PROJECT FORM 007500-2: PAYMENT BOND (continued)

ATTEST:

______________________________
Secretary

(CORPORATE SEAL)

______________________________
(Name of Corporation)

By ______________________ __________
(Signature and Title)

______________________________
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

______________________________

INSURANCE COMPANY:

By ______________________ __________
Agent and Attorney-in-Fact

Address: ______________________ __________
(Street)

______________________________
(City/State/Zip Code)

Telephone No.: ______________________

9-12-2012 Page 89 of 105
PROJECT FORM 007500-3: CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ________________________________, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond (Performance Bond and Payment Bond); that __________________, who signed the Bond(s) on behalf of the Principal, was then __________________ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

______________________________ (Seal) as Secretary of

______________________________
(Name of Corporation)

(SEAL)

STATE OF FLORIDA )

) SS.

COUNTY OF BROWARD )

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

Subscribed and Sworn to before me this _____ day of ________________, 20__.

My commission expires: ________________________________

Notary Public, State of Florida at Large

Bonded by______________________________

9-12-2012
TO: BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY

RE: BID NUMBER: __________________________

BIDDER: __________________________________________

Name: ___________________________________________________________________

Address: ___________________________________________________________________

Phone: ____________________________________________

City/State Zip

AMOUNT OF BOND: __________________________

SURETY BOND COMPANY: __________________________________________

Name: ___________________________________________________________________

Address: ___________________________________________________________________

Phone: ____________________________________________

City/State Zip

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

9-12-2012
AFFIDAVIT

STATE OF FLORIDA )
                     ) SS.
COUNTY OF )

The foregoing instrument was acknowledged before me this ___ day of __________, 20__, by __________________________, Agent and Attorney-in-Fact of __________________________, who, is personally known to me or who has produced __________________________ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this ___ day of ______________, 20__.

(SEAL)

__________________________
(Signature of person taking acknowledgment)

__________________________
(Name of officer taking acknowledgment)

__________________________
(Title or rank)

__________________________
(Serial number, if any)

My commission expires:

__________________________

9-12-2012

Page 92 of 105
Bid No. Z1094202C1

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 ____________________________ (branch address) by order
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 ______________________
and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than _____________________ 
(expiration date)

9-12-2012
Drafts must bear the clause: "Drawn under Letter of Credit No._______ of________, (number)_______, (Bank name)_______ 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 ____________ (contractor, applicant, customer).

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

__________________________
Authorized Signature
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.
PROJECT FORM 007500-8: CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No. ________________________

Project Title ________________________

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors all undisputed contract obligations for labor, services, or materials provided on this project within the time period set forth in Section 218.735, Florida Statutes.

2. The following subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

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<th>Date of disputed invoice</th>
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</table>

Dated __________, 20__

Contractor

By ____________________________
(Signature)

By ____________________________
(Name and Title)
The foregoing instrument was acknowledged before me this ______ day of __________________, 20__, by ____________________________ who is personally known to me or who has produced __________________ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this ______ day of ____________, 20__.  

(Signature of person taking acknowledgment)  
(Print Name of officer taking acknowledgment)  
(Title or rank)  
(Serial number, if any)
CLOSEOUT FORM 007600-1: CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract No. ________________

Project (Name and Address): ________________________________

To (COUNTRY): ________________________________

Consultant: ________________________________

Contractor: ________________________________

Notice to Proceed Date: ________________________________

Consultant: ________________________________

Date of Issuance: ________________________________

Project or Designated Portion Shall Include:
_____________________________________________________________________________________

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by CONTRACTOR under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is recommended as:

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

Substantial Completion: That date, as certified in writing by CONSULTANT and as finally determined by CONTRACT ADMINISTRATOR in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.
CLOSEOUT FORM 007600-1: CERTIFICATE OF SUBSTANTIAL COMPLETION (continued)

A list of items to be completed or corrected, prepared by CONSULTANT and approved by COUNTY is attached hereto. The failure to include any items on such list does not alter the responsibility of CONTRACTOR to complete all work in accordance with the Contract Documents.

CONSULTANT BY DATE

In accordance with Section 3.2 of the Contract, CONTRACTOR will complete or correct the work on the list of items attached hereto within ________________ from the above Date of Substantial Completion.

CONTRACTOR BY DATE

COUNTY, through the Contract Administrator, has determined the Work or portion thereof designated by COUNTY is substantially complete and will assume full possession thereof at ________________ (time) on ________________ (date).

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS By Contract Administrator DATE

The responsibilities of COUNTY and CONTRACTOR for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:
CLOSEOUT FORM 007600-2: FINAL CERTIFICATE OF PAYMENT

Contract No. __________________________

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

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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

Date: _______________________

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

__________________________

(Name)

By__________________________

Date: _______________________

9-12-2012
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)

Commission No: _____ Expires:__/__/___

(Seal)

State of ___________________________ at Large

9-12-2012
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| A0.01 | NOTES, INDEX, ABBREVIATIONS & SYMBOLS |
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| A0.03 | AIRPORT UTILITY PLAN |
| A0.04 | PARTIAL AIRPORT UTILITY PLAN |
| CS1.01 | CONSTRUCTIBILITY LAYOUT PLAN AT ENTRY LEVEL |
| CS1.02 | CONSTRUCTIBILITY LAYOUT PLAN AT GTA-0 |
| CS1.03 | CONSTRUCTIBILITY LAYOUT PLAN AT GTA-1 |
| CS1.04 | CONSTRUCTIBILITY LAYOUT PLAN AT GTA-2 |
| CS1.05 | CONSTRUCTIBILITY LAYOUT PLAN AT GTA-3 |
| CS1.06 | CONSTRUCTIBILITY LAYOUT PLAN AT AIRPORT EXIT |
| CS1.07 | CONSTRUCTIBILITY LAYOUT PLAN AT TAXI HOLDING LOT |
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| ES1.07 | ELECTRICAL LAYOUT PLAN AT TAXI HOLDING LOT |
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# SECTION 010000: GENERAL REQUIREMENTS/TECHNICAL SPECIFICATIONS

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CONTRACT SECTIONS 005200 through 007300 OF THE
CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT(S):

Commercial Vehicle Automated Vehicle Identification Infrastructure
(Non-Sheltered Market)

BID/CONTRACT NO.: Z1094202C1
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SECTION 005200: CONTRACT STANDARD TERMS AND CONDITIONS

THIS IS A CONTRACT, by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and [Marc J Parent Company, Inc. dba PB Builders], hereinafter referred to as CONTRACTOR, for Commercial Vehicle Automated Vehicle Identification Infrastructure (Non-Sheltered Market) in the total amount of $527,440. 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
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
3.2. Time is of the essence throughout this Contract. The Work shall be substantially completed within 180 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 Seven hundred fifty Dollars ($750.00) 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 fifty Dollars ($250.00) 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:

Singer Architects  
Roger Lebida  
915 Middle River Drive, Suite # 404  
Ft Lauderdale, 33304)
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:
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 Vice President, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

By: Mayor

31 day of May 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
Telex: (954) 357-7641

By: Assistant County Attorney

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

Risk Manager

CAF #170 1-1-12 Page 14 of 58
CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

[Signature]

(Corporate Seal)

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

[Business Name]

By ____________________ ___

(Signature)

(Type Name Signed Above)

___ day of __________, 20__.

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-Builts

(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 BCAD’s choosing and must also conform to FAA and BCAD). All deliverables shall include appropriate Metadata conforming to BCAD and FAA standards.

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

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

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

5) Any non-graphical database delivered with prepared drawings: provide in relational database format compatible with Microsoft Access 2007 or 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 BCADs request, depending on the particulars of the project/s. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant’s/Contractor’s written explanation.

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

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

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

(D) Standards:

1) Standard plotted drawing size: 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.

(I) Submittal:

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

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

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

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

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

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

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

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

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

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

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

(J) Ownership:

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

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

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

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

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

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

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

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

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

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

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

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

(L) Other Digital Information:

1) A variety of digital information may be generated by participants in the design process including BCAD, Consultant, 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.
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
☐ 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 after 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:

<table>
<thead>
<tr>
<th>Amount of Bond</th>
<th>Policy- Financial holder's Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500,001 to $1,000,000</td>
<td>A-Class I</td>
</tr>
<tr>
<td>$1,000,001 to $2,000,000</td>
<td>A-Class II</td>
</tr>
<tr>
<td>$2,000,001 to $5,000,000</td>
<td>A-Class III</td>
</tr>
<tr>
<td>$5,000,001 to $10,000,000</td>
<td>A-Class IV</td>
</tr>
<tr>
<td>$10,000,001 to $25,000,000</td>
<td>A-Class V</td>
</tr>
<tr>
<td>$25,000,001 to $50,000,000</td>
<td>A-Class VI</td>
</tr>
<tr>
<td>$50,000,001 or more</td>
<td>A-Class VII</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 and AON Risk Services. This official title shall be used in all insurance documentation.

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

7.7. COUNTY and CONSULTANT are to be expressly included as Additional Insureds in the name of Broward County and CONSULTANT with respect to general liability and excess liability coverages arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names COUNTY and CONSULTANT as additional insureds.
Article 8: Labor and Materials:

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

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

Article 9: Royalties and Patents

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

Article 10: Weather

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

Article 11: Permits, Licenses and Impact Fees

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

11.2 Impact fees levied by any municipality shall be paid by CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to CONTRACTOR in no event shall include profit or overhead of CONTRACTOR.
Article 12: Resolution of Disputes

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

12.2. In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.

Article 13: Inspection of Work

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

13.1.1. Should the Contract Documents, CONSULTANT’s instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested
or approved, CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than COUNTY, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of CONSULTANT, it must, if required by CONSULTANT, be uncovered for examination and properly restored at CONTRACTOR's expense.

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

13.2. Inspectors shall have no authority to permit deviations from, nor to relax any of the provisions of, the Contract Documents, or to delay the Project by failure to inspect the materials and work with reasonable promptness, without the written permission or instruction of CONSULTANT.

13.3. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by CONTRACTOR to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of CONTRACTOR will constitute a breach of this Contract.

Article 14: Superintendence and Supervision

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

14.2. Daily, CONTRACTOR's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of COUNTY, CONSULTANT, regulatory representatives; any event that caused or contributed a delay to the critical path of the Project, any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by COUNTY and CONSULTANT.
14.3. The CONTRACT ADMINISTRATOR, CONTRACTOR, and CONSULTANT shall meet at least every two (2) weeks or as determined by the CONTRACT ADMINISTRATOR, during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. The CONSULTANT shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

14.4. If CONTRACTOR, in the course of prosecuting the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Contract Documents, it shall be CONTRACTOR's duty to immediately inform CONSULTANT, in writing, and CONSULTANT will promptly review the same. Any Work done after such discovery, until authorized, will be done at CONTRACTOR's sole risk.

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

Article 15: COUNTY's Right to Terminate Contract

15.1. If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if CONTRACTOR shall fail to perform any material term set forth in the Contract Documents, or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, or if CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or if CONTRACTOR provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended, CONTRACT ADMINISTRATOR may give notice in writing to CONTRACTOR and its Surety of such delay, neglect, or default, specifying the same with a notice to cure. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the COUNTY's awarding authority for the Contract, may upon written certificate from CONSULTANT of the fact of such delay, neglect or default and CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition COUNTY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in COUNTY's sole opinion shall be required for the completion of the Project according to the terms and provisions of the
Contract Documents, or use such other methods as in COUNTY’s sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by COUNTY, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by COUNTY shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to COUNTY the amount of said excess.

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

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

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

15.5. This Contract may also be terminated by the Board:

15.5.1. Upon the disqualification of CONTRACTOR as a CBE firm by COUNTY’s Director of the Office of Economic and Small Business Development if CONTRACTOR’s status as CBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR;

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

15.5.3. Upon the disqualification of one or more of CONTRACTOR’s CBE participants by COUNTY’s Director of the Office of Economic and Small Business Development if any such participant’s status as a CBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR or such participant;
15.5.4. Upon the disqualification of one or more of CONTRACTOR's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement;

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

**Article 16: Suspension of Work**

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

**Article 17: Assignment**

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

**Article 18: Rights of Various Interests**

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

**Article 19: Explosives**

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

**Article 20: Differing Site Conditions**

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

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

**Article 21: Plans and Working Drawings**

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

**Article 22: CONTRACTOR to Check Plans, Specifications, and Data**

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

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

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

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

Article 24: Warranty

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

Article 25: Supplementary Drawings

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

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

Article 26: Defective Work

26.1. CONSULTANT shall have the authority to reject or disapprove Work which CONSULTANT finds to be defective. If required by CONSULTANT, CONTRACTOR shall promptly either correct all defective work or remove such defective Work and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

26.2. Should CONTRACTOR fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by CONSULTANT, COUNTY shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR’s expense. Any expense incurred by COUNTY in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR, or may be charged against the Performance Bond. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, COUNTY may declare CONTRACTOR in default.

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

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

Article 27: Taxes

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

Article 28: Subcontracts

28.1. Each subcontractor must possess certificates of competency and licenses required by law. CONTRACTOR shall have a continuing obligation to notify COUNTY and CONSULTANT of any change in subcontractors.

28.2. CONTRACTOR shall not employ any subcontractor against whom COUNTY or CONSULTANT may have a reasonable objection. CONTRACTOR shall not be required to employ any subcontractor against whom CONTRACTOR has a reasonable objection.

28.3. CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and COUNTY or any obligation on the part of COUNTY to pay or to see the payment of any 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'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, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of COUNTY or its CONSULTANT. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

**Article 42: Excusable Delay; Compensable; Non-Compensable**

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

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

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

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

42.4.1. Compensable Excusable Delay. Excusable Delay is compensable when

42.4.1.1. the delay extends the Contract Time,
42.4.1.2. is caused by circumstances beyond the control of the CONTRACTOR or its subcontractors, suppliers or vendors, and

42.4.1.3. is caused solely by fraud, bad faith or active interference on the part of COUNTY or its agents.

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

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

COUNTY and CONTRACTOR recognize and agree that the amount of CONTRACTOR's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the CONTRACTOR shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate CONTRACTOR for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by CONTRACTOR. The amount of liquidated indirect costs recoverable shall be $300.00 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.
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 CBE [DBE] 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
impementation 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 65% percent (%) 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 16%-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.
SECTION 007343: CONTRACT SUPPLEMENTAL WAGE REQUIREMENTS

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

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

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

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

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

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

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

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

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

2. □ Federal Grant Projects:

2.1. By virtue of the fact that the funding of this Project will be delivered in full or in part from the United States government through and (Federal Agency) referred to as 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: The Marc J Parent Company Inc dba, PB Builders

Date Submitted: 2-13-13

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, Never

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

Addendum #1 Dated 2-6-13

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 ( ) for the sum of

Bank of ____________________________  Dollars ($__________).

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

Name of Bidder: The Marc J Parent Company Inc. dba, PB Builders
City/State/Zip: 955 SE 5th Street
Deerfield Beach, Fl 33441
Telephone/Fax No.: 561-641-9565
Email Address: contactus@pbbldrs.com
Federal I.D. No.: 65-0333334  Dun and Bradstreet No.: 791539286
(if applicable)

If a partnership, names and addresses of partners:

9-12-2012
Bid No. Z1094202C1

(Sign below if not incorporated)

WITNESSES:

(Sign below if incorporated)

ATTEST:

SECRETARY

(CORPORATE SEAL)

The Marc J Parent Company Inc.
dba, PB Builders

(Type or Print Name of Bidder)

Ron Parent

(Type or Print Name Signed Above)

The Marc J Parent Company Inc

(Type or Print Name of Corporation)

Vice President

(Type or Print Name Signed Above)

Incorporated under the laws of the State of Florida

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>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>$9,335.00</td>
</tr>
<tr>
<td>G100-2</td>
<td>Mobilization*</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>G100-3</td>
<td>Excess Mobilization and Bonds</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>G100-4</td>
<td>Maintenance of Traffic*</td>
<td>$45,710.50</td>
</tr>
<tr>
<td>G100-5</td>
<td>Commercial Vehicle Automated Vehicle Identification Infrastructure per Contract Specifications and Drawings</td>
<td>$25,000</td>
</tr>
<tr>
<td>G100-6</td>
<td>*Allowance for unforeseen utility relocations</td>
<td>$12,000</td>
</tr>
</tbody>
</table>

Company Name/Bidder: The Marc J Parent Company Inc. dba, PB Builders

9-12-2012
Bid No. Z1094202C1

FORM 004113-2: SCHEDULE OF PRICES BID (continued)

G100-8
**Allowance for temporary or permanent signage requested by SCAD. This allowance item is based on engineers estimate.

$8,000

Total for G100-1 through G100-8: $ 527,440.00

Five Hundred Twenty Seven Thousand Four Hundred Forty 00/100

Trench Safety Act does apply to this bid solicitation.

The Performance and Payment Guaranty 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 Technical Specifications. Include allowable percentage with your monthly pay request.

Auto Insurance Certificate must be project specific. Documentation of actual cost for bonding and Auto insurance for this project from your carrier must be supplied with first request for payment for reimbursement by COUNTY.
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 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 __________, 2013

________________________
Notary Public

My commission expires: __________

Personally Known [ ] or Produced Identification [ ]

Type of Identification Produced: __________________________

9-12-2012
KNOW ALL MEN BY THESE PRESENTS, that we
The Marc J. Parent Company, Inc. dba PB Builders, 3677 23rd Avenue South, A109, Lake Worth, FL 33461

as Principal, hereinafter called the Principal, and
Developers Surety and Indemnity Company, 100 2nd Ave. South, St. Petersburg, FL 33701

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto
Broward County Board of County Commissioners, 115 South Andrews Avenue, Ft. Lauderdale, FL 33301

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of Amount Bid in Dollars
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS the Principal has submitted a bid for
Commercial Vehicle Automated Vehicle Identification - AVI Infrastructure for future system

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

Signed and sealed this 13th day of February, 2013

(Patricia Phillips) (Witness)
(Seal)

(Brenda Thomas (Witness) as to Surety)

The Marc J. Parent Company, Inc. dba PB Builders

Developers Surety and Indemnity Company

David B. Shick, Attorney-In-Fact and Florida Licensed
Resident Agent # A241176
KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

***David B. Shick***

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship, giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this October 4th, 2011.

By:  
Daniel Young, Senior Vice-President  
Steve A. Tvedt, Vice-President

State of California  
County of Orange

On October 4, 2011 before me,  
Antonio Alvarado, Notary Public

Signature  
Antonio Alvarado, Notary Public

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 13th day of February, 2013

By:  
Gregg Olson, Assistant Secretary

ID-143B(Rv.10/11)
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)

Solicitation Number: Z1094202C1
Project Title: Commercial Vehicle Identification Infra

Bidder/Offeror Name: The Marc J Parent Co. Inc dba PB Builders
Address: 955 SE 5th Street City: Deerfield Bch state: FL Zip: 33441
Authorized Representative: Ron Parent Phone: 561-641-9565

CBE Subcontractor/Supplier Name: PB Builders aka, The marc J Parent Co Inc
Address: 955 SE 5th Street City: Deerfield Bch state: FL Zip: 33441
Authorized Representative: Ron Parent Phone: 561-641-9565

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

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS¹</th>
<th>CBE Contract Amount²</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Services</td>
<td>52,750.00</td>
<td>10%</td>
<td></td>
</tr>
</tbody>
</table>

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

CBE Subcontractor/Supplier Authorized Representative
Vice President 2-13-13 (Title) (Date)

Bidder/Offeror Authorized Representative
Vice President 2-13-13 (Title) (Date)

¹ Visit http://www.census.gov/naics/ to search. Match type of work with NAICS code as closely as possible.
² To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offer 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
This Certificate is Awarded to:

THE MARC J. PARENT COMPANY, INC.
D/B/A PB BUILDERS

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

BC - CBE – Certificate Expires: 05/15/2015

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
Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida’s economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridlicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department’s initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!
Bid No. Z1094202C1

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)

Solicitation Number: Z1094202C1
Project Title: Commercial Vehicle Identification Infra

Bidder/Offeror Name: The Marc J Parent Company Inc. dba PB Builders
Address: 955 SE 5th Street City: Deerfield Bch State: FL Zip: 33441
Authorized Representative: Ron Parent Phone: 561-641-6565

CBE Subcontractor/Supplier Name: Tirone Electric Inc.
Address: 6151 Pembroke Road City: Hollywood State: FL Zip: 33023
Authorized Representative: Curtiss W. Morgan Phone: 954-989-7162

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>
<th>Description</th>
<th>NAICS</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
<td>$290,000</td>
<td>55%</td>
</tr>
</tbody>
</table>

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

CBE Subcontractor/Supplier Authorized Representative

Bidder/Offeror Authorized Representative

9-12-2012

1. Visit [Florida Commerce Pay/ awards/ online] to search. Match type of work with NAICS code as closely as possible.
   2. To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

CBE Letter of Intent July 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? 19 years

<table>
<thead>
<tr>
<th>License/Certification Registration</th>
<th># Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>CGC 057385</td>
<td>19 years</td>
</tr>
</tbody>
</table>

1.1. What business are you in?  Construction General Contracting

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

- Entry Doors & Vestibule Tile
- Fleet Services 3 Maintenance Building Wind Mitigation

3. Have you ever failed to complete any work awarded to you? If so, where and why? No, Never

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: Tha Marc J Parent Co. Inc. dba PB Builders

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

4.1 Department of Airports PBI Terminal Flooring Phase II
(Company/Organization) — (Project Name)
Palm Beach County Dept of Airports
Cindy Portnoy 845 Palm-Bch Intl Airport WPB FL 33406
(Contact Name) — (Address) — (Phone No.)
PB 12-7 $1,021,000 Nov - Feb 2013
(Contract Number) — (Project Value) — (Date Services Provided)
Scope of Project:
Remove & Replace Terminal & Concourse Flooring

4.2 Fleet ServicesWindow & Door Replacement &
Broward County Const Mgmt Div Wind Hardening Project
(Company/Organization) — (Project Name)
Dory Khater 115 S. Andrews Ave Ft laud FL 954-357-6166
(Contact Name) — (Address) — (Phone No.)
2602-2008/To865210C1 $635,022 May - Sept 2011
(Contract Number) — (Project Value) — (Date Services Provided)
Scope of Project:
Hurricane hardening, remove & replace all exterior doors, Windows, louvers. Install Structural steel & repaint

4.3 Broward County Aviation Department Entry Drs 7 Vestibule Tile
(Company/Organization) — (Project Name)
4101 Ravenswood Road, Bldg 2
Staci Montifusco Ft Laud FL 33312 954-359-6149
(Contact Name) — (Address) — (Phone No.)
N0808266RFP $1,530,770 Nov 2009-June 2010
(Contract Number) — (Project Value) — (Date Services Provided)
Scope of Project:
Design Build, remove & replace automatic vestibule drs
remove entry tile & install custom mosaic tile

PRINT NAME OF BIDDER: The Marc J Parent Co.Inc. dba PB Builders
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 PER CONTRACT</th>
<th>DATE OF COMPLETION</th>
<th>% OF COMPLETION TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terminal Flooring</td>
<td>561-471-7412</td>
<td>$1,021,605</td>
<td>5-2013</td>
<td>90%</td>
</tr>
<tr>
<td>PBI DGA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H+E Residence</td>
<td>954-537-5355</td>
<td>$3,231,515</td>
<td>10-2013</td>
<td>28%</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?

Bobcat Loader & Backhoe & Plastic Barriers

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

None

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

MOT Barriers & Signage

PRINT NAME OF BIDDER: The Marc J Parent Co.Inc. dba PB Builders
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.

Marc Parent- Project Manager 40+ years experience
Ron Parent- PM II 35+ years experience
Carl Parent- Supervisor 35+ 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:
The Marc J. Parent Company Inc. dba, PB Builders

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

11.3 The address of principal place of business is:
955 SE 5th Street Deerfield Beach, Fl 33441

11.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
Marc Parent- President
Ron Parent- Vice 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

PRINT NAME OF BIDDER: The Marc J Parent Co. Inc. dba, PB Builders
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, Never

12.2 Under what conditions does the Respondent request Change Orders.

Owner requested changes
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: The Marc J Parent Co Inc dba, PB Builders
**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>None</td>
</tr>
<tr>
<td>Case Number</td>
<td></td>
</tr>
<tr>
<td>Date Filed</td>
<td></td>
</tr>
<tr>
<td>Name of Court or other tribunal</td>
<td></td>
</tr>
<tr>
<td>Type of Case</td>
<td>Civil ☐ Administrative/Regulatory ☐</td>
</tr>
<tr>
<td></td>
<td>Criminal ☐ Bankruptcy ☐</td>
</tr>
<tr>
<td>Claim or Cause of Action and Brief description of each Count</td>
<td></td>
</tr>
<tr>
<td>Brief description of the Subject Matter and Project Involved</td>
<td></td>
</tr>
<tr>
<td>Disposition of Case</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>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Opposing Counsel</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email:</td>
<td>Phone number:</td>
</tr>
</tbody>
</table>

**NAME OF BIDDER:** The Marc J Parent Co Inc dba, PB Builders
**FORM 004520: INSURANCE REQUIREMENTS/SAMPLE CERTIFICATE**

Insurance Request for AVI Infrastructure Construction/Installation
The following coverages are deemed appropriate for additional insurance requirements for this project and will be required of the selected firm and certified 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><strong>GENERAL LIABILITY</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Commercial General Liability</td>
</tr>
<tr>
<td>2</td>
<td>Premises-Operations</td>
</tr>
<tr>
<td>3</td>
<td>Explosion &amp; Collapse Hazard</td>
</tr>
<tr>
<td>4</td>
<td>Underground Hazard</td>
</tr>
<tr>
<td>5</td>
<td>Products-Completed Operations Hazard</td>
</tr>
<tr>
<td>6</td>
<td>Contractual insurance</td>
</tr>
<tr>
<td>7</td>
<td>Broad Form Property Damage</td>
</tr>
<tr>
<td>8</td>
<td>Independent Contractors</td>
</tr>
<tr>
<td>9</td>
<td>Personal Injury</td>
</tr>
<tr>
<td><strong>AUTO LIABILITY</strong></td>
<td></td>
</tr>
<tr>
<td>[x] Comprehensive Form</td>
<td>Bodily Injury (each person)</td>
</tr>
<tr>
<td>[ ] Owned</td>
<td>Bodily Injury (each accident)</td>
</tr>
<tr>
<td>[ ] Hired</td>
<td>Property Damage</td>
</tr>
<tr>
<td>[ ] Non-owned</td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td>[ ] Any Auto if applicable</td>
<td></td>
</tr>
<tr>
<td><strong>EXCESS LIABILITY</strong></td>
<td></td>
</tr>
<tr>
<td>[ ] Umbrella Form</td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td>[ ] Other than Umbrella Form</td>
<td></td>
</tr>
<tr>
<td>*<em>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE <em>)</em></em></td>
<td></td>
</tr>
<tr>
<td>[x] STATUTORY</td>
<td>Covered by County's OCIP Program for Onsite activities only</td>
</tr>
<tr>
<td>[ ] WORKER'S COMPENSATION</td>
<td>Covered by County's OCIP Program for Onsite activities only</td>
</tr>
<tr>
<td></td>
<td>(each accident)</td>
</tr>
<tr>
<td><strong>POLLUTION LIABILITY</strong></td>
<td></td>
</tr>
<tr>
<td>[ ] PROPERTY COVERAGE or BUILDERS RISK</td>
<td>Max. Decl. 10k all perils except wind or flood</td>
</tr>
<tr>
<td></td>
<td>ON INSTALLATION FLOATER</td>
</tr>
<tr>
<td></td>
<td>Subject to waiver based on type and nature of project. If project greater than 5000 – installation floater may be required for replacement of materials, equipment and installation. All risks, agreed value.</td>
</tr>
</tbody>
</table>

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

Description of Operations/locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show B.G. as a named insured for property and builders risk and as a loss payer for installation floater when coverage is required. Certificate Must be Signed and All applicable Deductibles shown CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate list number, RUGS, and project manager.

NOTE * - If the Contractor is exempt from Worker's Compensation coverage, please provide a letter or company submittal or a copy of this letter exempting the Contractor's workers from being covered for work in the County. If any questions arise, coverage must be included for U.S. Longshoremen's and Harbor Workers Act & Jones Act.

CANCELLATION: Thirty (30) day written notice of cancellation required to...

[Signature]  
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).
FORM 004546-1: DRUG FREE WORKPLACE CERTIFICATION (continued)

The foregoing instrument was acknowledged before me this 13th day of February, 2013, by Ron Parent (name of person whose signature is being notarized) as VP (title) of THE MARC J Parent Con Inc dba PB Builders (name of corporation/company), known to me to be the person described herein, or who produced identification, and who did/did not take an oath.

NOTARY PUBLIC:

Patricia Ann Phillips
(Signature)

Patricia Ann Phillips
(Print Name)

My commission expires: 2-10-16

State of Florida at Large (SEAL)
FORM 004546-2: NON-COLLUSION CERTIFICATE

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

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

NAME

None

RELATIONSHIPS

None

STATE OF FLORIDA )
COUNTY OF BROWARD) ) SS.
The foregoing instrument was acknowledged before me this 13th day of February, 2013, by Ron Parent 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 13th day of February, 2013.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

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

(Title or rank)

(Serial number, if any)
Form 004546-4: Lobbyist Registration

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

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

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

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

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

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

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

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 13th day of February, 2013, by

Ron Parent, The Marc J Parent Co Inc

(Print Vendor Name)

(Name of person whose signature is being notarized)

(Vendor Signature)

My commission expires: 2-10-16

Patricia Ann Phillip

(Print Name)

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.

(Please print signature)

Ron Parent, Vice President
(Print Name and Title)

The Marc J Parent Co Inc
(Name of Firm)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 24th day of February, 2013

by

Ron Parent
(Name of person who's signature is being notarized)

as VP
(Title)

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

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

NOTARY PUBLIC:

Patricia Ann Phillips
(Signature)

Patricia Ann Phillips
(Print name)

My commission expires: 2-10-16

9-12-2012

Page 77 of 105
FORM 004546-6: TRENCH SAFETY ACT CERTIFICATION

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

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

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

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

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

The Bidder further identified the costs and methods summarized below:

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

Total $ 0

The Marc J Parent Co Inc dba PB Builders
Name of Bidder

Authorized Signature of Bidder

9-12-2012
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
(if applicable) (continued)

The Marc J Parent Co Inc
VENDOR dba PB Builders

By:

Ron Parent, Vice President

(Print/Type Name and Title)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 13th day of February 2013, by Ron Parent
(Name of person who's signature is being notarized) as VP (Title) of
The Marc J Parent Co dba PB Builders
(Title 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:

(Patricia Ann Phillips)
(Signature)
(Print Name)

My commission expires: 2-10-16
FORM 004546-8: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM
CONTRACTOR CERTIFICATION

Not applicable for 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: Metal________________________________________

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: Metal____________________________________________________

THE ABOVE IS NOT APPLICABLE IF THERE IS ONLY A PERSONAL SERVICE INVOLVED WITH NO PRODUCT INVOLVEMENT.
SECTIONS 005200 THROUGH 007300: CONTRACT SECTIONS OF
CONSTRUCTION CONTRACT DOCUMENTS

The Contract Standard Terms and Conditions (005200), Contract Supplemental Conditions (as applicable - 005400), Contract General Conditions (007200), and Contract Supplemental General Conditions (as applicable - 007300) are issued as a separate document titled: Commercial Vehicle Automated Vehicle Identification Infrastructure
ADDENDUM NO. 1

Solicitation No.: Z1094202C1
Solicitation Title: Commercial Vehicle Automated Vehicle Indentification Infrastructure (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.

☐ 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 13, 2013 at 2:00 p.m.

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

3. The Communication Policy and Infrastructure Specifications have been added to the Contract Documents, Attachment “A” Pages 3 thru 50 of Addendum No. 1.

4. Request for Information:

1. Question: Sheet CS1.01 refers to Structural Sheet S2.01 Detail 1 and Detail 2, There is no Sheet S2.01 please confirm the correct sheet for these details.

Answer: REPLACE Sheet CS1.01 with sheet CS1.01R. See clouded areas for actual changes.

2. Question: Please confirm the equipment manufacturer and specification for the New Vehicular Gate Arm System on Sheet CS1.01

Answer: REPLACE Sheet CS1.01 with sheet CS1.01R. See clouded areas for actual changes.
Gate Arm & white Dura post (Safe hits) have been removed from the scope of work. All other components should proceed as presented in the drawings (the electrical, conduit for CCTV, NEMA box and mount, cantilevered structure. See clouded areas for actual changes.

3. **Question:** Can existing electrical conduits be utilized for data & power runs, if found to be available to accept cabling or, are new conduits required at all locations for this project?

   **Answer:** New conduits will be utilized at all locations.

4. **Question:** Are existing concrete locations required to be X-rayed prior to drilling?

   **Answer:** All areas shall either utilize X-Ray and/or Ground Penetrating Radar to avoid conflicts prior to construction.

5. **REPLACE** Sheet ES0.00 with sheet ES0.00R. See clouded areas for revisions.

6. **REPLACE** Sheet ES1.01 with sheet ES1.01R. See clouded areas for revisions.

7. **REPLACE** Sheet ES1.02 with sheet ES1.02R. See clouded areas for revisions.

8. **REPLACE** Sheet ES1.03 with sheet ES1.03R. See clouded areas for revisions.

9. **REPLACE** Sheet ES1.04 with sheet ES1.04R. See clouded areas for revisions.

10. **REPLACE** Sheet ES1.08 with sheet ES1.08R. See clouded areas for revisions.

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

**NAME OF COMPANY:** THE MARC J. POWERS CO. INC.
This is the front page of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05.

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

Bond Number: 479676P
Surety in which bond's written: Developers Surety and Indemnity Company
Local Address: 100 2nd Ave. South
St. Petersburg, FL 33701
Local Phone Number: 727-828-5610
Contractor Name: The Marc J. Parent Company, Inc. dba PB Builders
Address: 3677 23rd Avenue South, A109,
Lake Worth, FL 33461
Phone: (561) 641-9565
Owner Name: Broward County Board of County Commissioners
Address: 115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: 
Obligee Name: Same As Owner
Address: 

Phone: 
Contract Number: Z1094202C1
Project Description: AVI Infrastructure for future System (concrete bases, steel support structures & electrical)
Project Address: Fort Lauderdale/Hollywood International Airport, Ft Lauderdale, FL

Legal description of property:

This is the front page of the bond. All other pages are subsequent regardless of preprinted numbers.
PROJECT FORM 007500-1: PERFORMANCE BOND

BY THIS BOND, We The Marc J Parent Company Inc, dba PB Builders, as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 3677 - 23rd Ave South, A109
Lake Worth FL 33461
Phone: 954-357-6066

and Developers Surety and Indemnity Company, as Surety, under the assigned Bond Number 479876P, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Five Hundred Twenty Seven Thousand Four Hundred Dollars and 00/100 ($527,440.00) 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.: Z1094202C1, awarded the 14 day of MAY, 2012, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Performs the Contract between CONTRACTOR and COUNTY for the construction of Commercial Vehicle Automated Vehicle Identification Infrastructure, 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 24th day of May, 2013.
PROJECT FORM 007500-1: PERFORMANCE BOND (continued)

ATTEST:

The Marc J. Parent Company Inc dba PB Builders
(Name of Corporation)

By
(Signature and Title)

Ron Parent, Vice President
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

Steven Schumacher

Brenda Thomas

INSURANCE COMPANY:

Developers Surety and Indemnity Company

By

David B. Shick, FL Agent and Attorney-in-Fact

Address: 7217 Benjamin Rd
(Street)

Tampa, FL 33634
(City/State/Zip Code)

Telephone No.: 813-243-1110
PROJECT FORM 007500-2: PAYMENT BOND

BY THIS BOND, We The Marc J Parent Company Inc dba PB Builders Inc as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 3677 - 23rd Avenue South A109
Lake Worth FL 33461
Phone: 954-357-6066

and Developers Surety and Indemnity Company as Surety, under the assigned Bond Number 479676P, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Five Hundred Twenty Seven Thousand Four Hundred Forty Four Dollars and 00/100 Dollars ($527,440.00) 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: Z1094202C1, awarded the 14 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 hereinafter 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
PROJECT FORM 007500-2: PAYMENT BOND (continued)

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

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

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

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

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

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

Signed and sealed this 24th day of May, 2013.

9-12-2012
PROJECT FORM 007500-2: PAYMENT BOND (continued)

IN THE PRESENCE OF:

Steven Schumacher
Brenda Thomas

The Marc J Parent Company Inc. dba PB Builders
(Name of Corporation)

By, Vice President
(Signature and Title)

Ron Parente, Vice President
(Type Name and Title Signed Above)

INSURANCE COMPANY:
Developers Surety and Indemnity Company

By, FIAgent and Attorney-in-fact:

David B. Shick

Address: 7217 Benjamin Rd
(Street)

Tampa, Fl 33634
(City/State/Zip Code)

Telephone No.: 813-243-1110

9-12-2012
KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

***David B. Shick***

as its true and lawful Attorney(s)-in-Fact, to make, execute and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney; qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this October 4th, 2011.

By:
Daniel Young, Senior Vice-President

By:
Steve A. Tvedt, Vice-President

State of California
County of Orange

On October 4, 2011 before me, ____________

__________________________
Name(s) of Signer(s)

Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

ANTONIO ALVARADO
COMM. # 1890643
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expire Aug. 9, 2013

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this day of ____________

By:
__________________________
Gregg Oluro, Assistant Secretary

ID:1438(Rev:10/11)