INVITATION FOR BID

FOR THE FOLLOWING PROJECT:

Residential Sound Insulation – Group 3800D

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

BID/CONTRACT NO.: Z1181703C1
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
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SECTION 1: 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:

Residential Sound Insulation Program. This project involves sound insulation of 89 residential units and provides acoustical improvements in each home. This includes the installation of new acoustical windows, doors, associated hardware, weather-stripping and caulking. Some units may include the installation or replacement of ventilation systems, related electrical work, selective demolition and removal of existing items, patching and finishing of disturbed areas, asbestos and lead abatement, attic insulation, and other related work.
SECTION 2: 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. 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;

   1.3. Study and carefully correlate Bidder's observations with the Contract Documents; and

   1.4. 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: Mina Samadi, Project Manager, Aviation Department, msamadi@broward.org and Sarah Townsend, Purchasing Agent III, Purchasing Division, sttownsend@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. 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.

4. Submission of Sealed Bids: All bids must be received at the Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort
Lauderdale, Florida 33301, before the time and date specified for bid opening. The Bid Tender Form must be executed and submitted with all bid sheets in a sealed envelope. It is the bidder's sole and strict responsibility for obtaining and submitting a response on or before the due date and time. Broward County is not responsible for bidder's delays and untimely submittal caused by using the United States Postal Service or any other type of delivery method (i.e. courier, shipping, or transportation services). Submittals or responses delivered or received at any other location than the location specified herein and/or received late shall be deemed non-responsive.

The original Bid Tender Form must be signed, preferably in blue ink, and should include one photocopy of executed bid document in one envelope. 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.

Bid No. Z1181703C1, 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, November 27, 2013, at which time bids will be publicly opened and read thereafter.

5. Pre-bid Conference: There will be a Pre-bid Conference on Tuesday, November 5, 2013 at 1:00 pm, at Broward County Aviation Department, 4101 Ravenswood Road, Suite 401, Conference Room “D”, Ft. Lauderdale, FL, 33312. Attendance at the Pre-bid Conference is highly encouraged and recommended as a source of information but is not mandatory.

A Pre-bid Job Site Visit will not be conducted for this project. The Bidder shall not visit or physically inspect individual properties listed in this bid package. All existing conditions and information needed to determine a bid amount have been documented in the bid documents including individual project plans.

6. 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.

6.1. 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.

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

6.3. 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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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. 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.

12. **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.

13. **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.

14. **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 Instructions to Bidders Supplement for additional requirements of Bidder's qualifications.

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.

15. **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.

16. **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.

17. **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).

18. **Wage Rates**: The following wage rates shall apply:
   Davis-Bacon Wage Rates are specified and must be complied with. Applicable fringe benefits must be added to the prevailing hourly rate (refer to Exhibit 1).

19. **"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.

20. **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 21.120 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:
20.1. 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.

20.2. 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.

20.3. 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.

20.4. 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. 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>
</tr>
</thead>
<tbody>
<tr>
<td>$30,000 - $250,000</td>
<td>$500</td>
</tr>
<tr>
<td>$250,001 - $500,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>$500,001 - $5 million</td>
<td>$3,000</td>
</tr>
<tr>
<td>Over $5 million</td>
<td>$5,000</td>
</tr>
</tbody>
</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.

21. 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.

22. 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 6: 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.

23. Certification, License and Registration Requirements: The certification, license and registration requirements for this project are identified in Section 5.

24. Office of Economic and Small Business Development (OESBD) Requirements: as provided for in Section 4, OESBD will review bidder's submission for compliance to the participation goal established for this Contract or demonstration that the bidder made a good faith effort to meet the participation goal and submit the required information with its bid.

25. 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 the Contract General Conditions, or by cash, money order, certified check, cashier's check, Bid Guaranty Form, Unconditional Letter of Credit (form available upon request), 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.

26. 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.

27. 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 three (3) 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.

28. 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 should be furnished within three (3) 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.

29. Non-Collusion: By submission of this bid, Bidder certifies that this bid is made independently and free from collusion. 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 with the bid submittal, but must submit within three (3) business days of COUNTY’s request.

30. Non-Certified Subcontractors and Suppliers: CONTRACTOR shall within three (3) business 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 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 as part of CONTRACTOR’s Final Payment package.

31. 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 with the bid submittal, but must submit within three (3) business days of COUNTY’s request.

32. **Scrutinized Companies List:** Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a bid, proposal or response to a Broward County solicitation for goods or services in an amount equal to or greater than $1 million. Therefore, if applicable, each company submitting a bid, proposal or response to a solicitation must certify to the COUNTY that it is not on either list at the time of submitting a bid, proposal or response. The Bidder should complete and submit the Scrutinized Companies Certification Form with the bid submittal, but must submit within three (3) business days of COUNTY’s request.

33. **Insurance Requirements:** The insurance requirements for this project are identified in Section 7.
SECTION 3: INSTRUCTIONS TO BIDDERS SUPPLEMENT

Funding:

1. This project is funded in part by a grant from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and must comply with FAA and United States Department of Transportation Rule 49 C.F.R., Part 26 pertaining to participation of the Disadvantaged Business Enterprise (DBE) requirements. The requirements, as amended, apply to this contract Section 4, "Office of Economic and Small Business Development Requirements" and Special Provision 1B, "Disadvantaged Business Enterprise (DBE) Compliance." To the extent of any conflicts between the terms of this contract and the requirements of 49 C.F.R. Part 26, if any, the requirements of 49 C.F.R. Part 26 will govern.

2. Contractor must be in compliance with Special Provision 8 which contains FAA Mandatory Contract Provisions.
   a. Buy America Certification must be submitted with bid submittal; failure to submit may deem firm non-responsive.

Qualifications of Bidders:

1. Bids shall be considered only from firms or a combination of a superintendent and project manager which have at least five (5) years experience with projects similar in material, design, size and scope to this Project with a record of successful in-service performance. Bidder must be familiar with special requirements indicated; has complied with requirements of authorities having jurisdiction 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.

Security:

2. All Persons providing services or working at any privately owned property pursuant to this contract shall be required to undergo fingerprinting and criminal background screening prior to the provision of such work or services. (See Forms 10 and 11.)

3. PRIME CONTRACTOR AND ALL SUB-CONTRACTORS ARE MONETARILY RESPONSIBLE FOR THEIR COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUIREMENT.
SECTION 4: OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
REQUIREMENTS

In accordance with 49 CFR Part 26, the Disadvantaged Business Enterprise (DBE) Program shall apply to this Contract. All persons or entities responding to this solicitation shall utilize, or attempt to utilize, DBE firms to perform at least the assigned participation goal ("DBE Goal") for this Contract, which is 18%.

1.1. Compliance with DBE Goal requirements is a matter of responsibility. Information demonstrating such compliance must be submitted with your response to the solicitation. You must at least show an attempt to meet the DBE Goal by providing Letters of Intent (LOI). Alternatively, you may show your good faith efforts to meet the DBE Goal by providing the documents listed in subsection 1.3.1 through 1.3.5 below. Your failure to meet the DBE Goal or demonstrate your good faith efforts to meet the DBE Goal shall be grounds for a finding of non-responsibility. In connection with the DBE Goal, you may be deemed responsible in one of two ways.

1.2. The first way you may be deemed responsible is by submitting LOIs (Form 6) from certified DBE firms which, cumulatively, fully meet the goal.

1.3. If you are unable to fully meet the DBE Goal, the second way you may be deemed responsible is by demonstrating your good faith efforts to meet the goal ("Good Faith Efforts") and submitting a completed Application for Evaluation of Good Faith Effort (Form 7). Such Good Faith Efforts shall be consistent with the Guidance Concerning Good Faith Efforts provided by the federal Department of Transportation, found in 49 CFR 26, Appendix A. Without limiting the preceding sentence, documentation you may submit to demonstrate your Good Faith Efforts may include but is not limited to:

1.3.1. Providing timely solicitation activities to certified DBE firms, including attendance at pre-bid meetings, advertisements, or written notices;
1.3.2. Identifying appropriate contract portions and scopes of work that certified DBE firms could potentially perform;
1.3.3. Providing timely and adequate information to the certified DBE firms (including plans and specifications);
1.3.4. Good faith negotiation with each interested, certified DBE firm (including names and contact information of each DBE firm considered) with an explanation as to why negotiations failed; and
1.3.5. Investigating DBE qualifications and capabilities; list reason(s) if a certified DBE firm is rejected.

1.4. Additional Factors in Review of Good Faith Efforts: In evaluating your Good Faith Efforts, the County may also consider the success other persons or entities that have responded to the solicitation have had in meeting the DBE Goal.

1.5. Opportunity to Cure. OESBD shall review your response to the solicitation. If OESBD discerns your intent to meet the DBE Goal, but determines that your response contains technical errors or requires further documentation, then OESBD may provide you with three (3) business days to correct those errors or provide documentation.

1.6. Program Requirements for DBE participation:

1.6.1. For a firm's participation to be considered in meeting the DBE Goal, the firm must be certified as a DBE to perform the applicable work no later than the date your response to the solicitation is due to the Purchasing Division.
1.6.2. Additionally, a certified DBE firm may only participate in a contract if it is performing a commercially useful function. A certified DBE firm performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the certified DBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

1.6.3. DBE participation shall be counted in accordance with 49 CFR 28.55.

1.7. Nothing herein shall be construed to indicate that a higher level of certified DBE firm involvement above the stated goal will give any person or entity that has responded to the solicitation an advantage over other responders who have met the DBE Goal or shown Good Faith Efforts, as determined by the County.

1.8. A comprehensive listing of certified DBE firms is published in the Florida Department of Transportation (FDOT) Business Directory and can be viewed at the following Unified Certification Program (UCP) website: https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp.

For detailed information regarding the Disadvantaged Business Enterprise Program, please 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
SECTION 5: 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 three (3) 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
- Certified Builder Contractor;
- OR
- Certified Residential Contractor;
- OR

**BROWARD COUNTY:**
- General Building Contractor Class “A”
  (Must be registered with the State);
- OR
- General Building Contractor Class “B”
  (Must be registered with the State);
- OR
- Residential Building Contractor Class “C”
  (Must be registered with the State)

Vendor must register license (State or County) with the City of Dania Beach after award.

Any work performed not within the scope of the above contractor must be performed by a licensed subcontractor.
SECTION 6: 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 Broward County 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 7: INSURANCE REQUIREMENTS

1. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by COUNTY (or for such duration as is otherwise specified hereinafter), at least the minimum insurance coverage and limits set forth in Exhibit 2: Sample Insurance Certificate under the below conditions. If a limit or policy is not indicated on Insurance Requirements/Sample Certificate by a checkbox, it is not required as a condition of this contract.

1.1. Comprehensive Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall ensure that subcontractor names County as an Additional Insured.

1.2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor’s certificate of insurance.

1.3. Workers’ Compensation insurance to apply for all employees in compliance with Chapter 440, the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. The policy must include Employers’ Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

1.4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true “Follow-form” basis.

1.5. Builder’s Risk or Equivalent Coverage (such as Property Insurance or Installation Floater) as applicable to the scope of work, is required as a condition precedent to the issuance of the Second Notice to Proceed. Vendor shall provide “All Risk” Completed Value form coverage with a deductible not to exceed Ten Thousand Dollars ($10,000.00) each claim for all perils, except wind and flood.

1.6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract Price. Such Policy shall reflect Broward County as an additional loss payee.

1.7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five
percent (5%) of the value of the Contract Price. Such Policy shall reflect Broward County as an additional loss payee.

1.8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractor(s).

1.9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.

1.10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars ($10,000.00) of the deductible amount for such claim.

1.11. Waiver of Occupancy Clause or Warranty - Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.

1.12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

1.13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

1.14. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
1.15. Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide Broward County with at least thirty (30) days’ notice of cancellation and/or restriction.

1.16. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

1.17. Right to revise or reject. The County reserves the right, but not the obligation, to review and revise the insurance requirements at any time, not limited to deductibles, limits, coverage and endorsements.
FORM 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 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 titled: Residential Sound Insulation – Group 3800D.

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( ), 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: __________________________________________
Address: _________________________________________________
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:

________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________

5-1-2013
(Sign below if not incorporated)

WITNESSES: ____________________________ (Type or Print Name of Bidder)

____________________________________ (Signature)

____________________________________ (Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST: ______________________________ (Type or Print Name of Corporation)

____________________________________ (Signature and Title)

(CORPORATE SEAL)

____________________________________ (Type or Print Name Signed Above)

Incorporated under the laws of the State of __________________
FORM 2: SCHEDULE OF PRICES BID

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

Instructions for completing the Electronic Bid Pricing Sheet(s):

1. Download the Electronic Bid Pricing Sheet(s), in Microsoft Excel format, from the Purchasing Division website at http://www.broward.org/Purchasing/Pages/CurrentSolicitationList.aspx. Respond to this bid by inputting the company’s information and unit pricing into the formatted Excel spreadsheet. Only the highlighted cells will be available for entering information.

2. Once the Electronic Bid Pricing Sheet(s) are completed, bidder should save the Excel file to a CD or DVD in a read-only format. Do not password protect the file and do not save it as a PDF. Label the front of the disk with the bidder’s name and bid number.

3. Print the completed Electronic Bid Pricing Sheet(s); sign and date where indicated.

4. Bidder must submit, in one envelope, the printed, signed Electronic Bid Pricing Sheet(s) with the bidder’s complete, original bid submission as per the General Conditions and Special Instructions to Bidders and should include the CD/DVD (with the saved Excel file).

5. If bidder is unable to electronically fill out and submit Electronic Bid Pricing Sheet(s) with its bid submittal, bidder must submit a hardcopy of the Electronic Bid Pricing Sheet(s) with handwritten unit prices and extensions.

6. If the hardcopy of the Electronic Bid Pricing Sheet(s) does not match the Electronic Bid Pricing Sheet(s) submitted on the CD/DVD, the hardcopy prices shall prevail for any discrepancies in pricing. If hand-written bid Sheet(s) and electronic bid Sheet(s) are submitted, handwritten unit prices will prevail for any discrepancies in pricing.

7. Bidder must be a plan holder (by purchase of the project manual) in order to be deemed a responsive bidder.

8. It is the Bidder’s responsibility to monitor the Purchasing Division’s website for any issued addenda. Addenda may include revised Electronic Bid Pricing Sheet(s) that will need to be downloaded, properly filled out, and submitted by the Bidder.

9. The CD/DVD submitted with the bid will become County property; as such, it is submitted at no cost to the County.

10. If the Bidder believes there is an error in the Electronic Bid Pricing Sheet(s), Bidder must immediately notify the Purchasing Agent prior to the bid opening date.

Print Name of Bidder: ____________________

5-1-2013 	 Page 24 of 51
FORM 3: 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 THREE (3) 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>
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<tbody>
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</table>

1.1. What business are you in? _____________________________________________

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

________________________________________________________

________________________________________________________

________________________________________________________

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

________________________________________________________

________________________________________________________

________________________________________________________

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

________________________________________________________

________________________________________________________

________________________________________________________

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

4.1

<table>
<thead>
<tr>
<th>Organization/Company</th>
<th>Project Name</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Address</th>
<th>Phone No.</th>
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<thead>
<tr>
<th>Contract Number</th>
<th>Project Value</th>
<th>Date Services Provided</th>
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Scope of Project:

4.2

<table>
<thead>
<tr>
<th>Organization/Company</th>
<th>Project Name</th>
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<tr>
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Scope of Project:

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<th>Organization/Company</th>
<th>Project Name</th>
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<th>Contact Name</th>
<th>Address</th>
<th>Phone No.</th>
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<tr>
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<th>Date Services Provided</th>
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</table>

Scope of Project:

PRINT NAME OF BIDDER: ________________________________

5-1-2013
5. List the following information concerning all contracts in progress as of the date of submission of this Solicitation. (In case of co-venture, list the information for all co-venturers.)

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

5-1-2013

Page 27 of 51
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: __________________________________________________________

5-1-2013
11.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past three (3) years. Include in the description the disposition of each such petition.

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

12.2 Under what conditions does the Respondent request Change Orders.

________________________________________________________________________

________________________________________________________________________

PRINT NAME OF BIDDER: ____________________________

5-1-2013
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 13.1-13.5 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 on the Litigation History Form.

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 4: LITIGATION HISTORY**

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

**NAME OF BIDDER:** ________________________________

5-1-2013
FORM 5: DRUG FREE WORKPLACE CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

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).
Bid No. Z1181703C1

FORM 5: 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)

__________________________________________  My commission expires: ____________  
(Print Name)

State of ________________ at Large (SEAL)

5-1-2013
Bid No. Z1181703C1

FORM 6: LETTER OF INTENT

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each DBE/ACDBE 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: __________________
DBE/ACDBE Subcontractor/Supplier Name: ________________________
Address: _______________________________ Check one: 
DBE City: ______________ State: _Zip: ___ Phone: ______ _
Authorized Representative: _________________________ 
ACDBE Authorized Representative: ____________________

A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

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

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

Bidder/Offeror Authorized Representative

(Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

(Signature) (Title) (Date)

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

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

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

DBE ACDBE Letter of Intent - Rev. January 2013

5-1-2013 Page 34 of 51
Form 7: Application for Evaluation of Good Faith Effort

Bid No. Z1181703C1

Application for Evaluation of Good Faith Effort

Pursuant to
Title 49 CFR Parts 23 and 26

Solicitation No.: ____________________________

Please check one of the following to indicate the program goal on this solicitation: ☐ ACDBE ☐ DBE

Project Name: _________________________________________________________________

Address: _________________________________________________________________

Telephone: __________________ FAX: __________________

The undersigned representative of the prime contractor affirms that his/her company has contacted Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) certified firms in good faith effort to meet the DBE or ACDBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of Title 49 CFR Part 26, Appendix A, the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under these requirements.

The prime contractor understands that a determination of good faith effort to meet the contract goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Appendix A, of Title 49 CFR Part 26, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, as the Disadvantaged Business Enterprise Liaison Officer (DBELO), in keeping with federal requirements.

Signature: ____________________________

Print Name/Title: ____________________________

Date: ____________________________

OESBD Compliance Form DBE/ACDBE GFE 03/413

5-1-2013 Page 35 of 51
FORM 8: NON-COLLUSION CERTIFICATE

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

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

NAME

RELATIONSHIPS

________________________________________

________________________________________

________________________________________

STATE OF FLORIDA )
COUNTY OF BROWARD)

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

WITNESS my hand and official seal, this _____ day of ______________________, 20____.

__________________________
(NOTARY SEAL)

__________________________
(Signature of person taking acknowledgment)

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

__________________________
(Title or rank)

__________________________
(Serial number, if any)

5-1-2013 Page 36 of 51
FORM 9: LOBBYIST REGISTRATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

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; however, if retained after the solicitation, the County will be notified.

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. It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

<table>
<thead>
<tr>
<th>Name of Lobbyist</th>
<th>Lobbyist’s Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Lobbyist</td>
<td>Lobbyist’s Firm</td>
</tr>
</tbody>
</table>

STATE OF _______ (Vendor Signature)  
COUNTY OF _______ (Print Vendor Name)

The foregoing instrument was acknowledged before me this ____ day of ________, 20__, by ______________________ as ______________ of  
(Name of person who's signature is being notarized)  (Title)  
(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)

5-1-2013  Page 37 of 51
FORM 10: EXHIBIT A TO AFFIDAVIT

BACKGROUND SCREENING STANDARDS

1. All persons who will be providing services or working under the RESIDENTIAL SOUND INSULATION - Group 3800D BETWEEN BROWARD COUNTY AND ________________, BID CONTRACT # Z1181703C1, at any privately-owned property pursuant to the Contract shall be required to undergo fingerprinting and criminal background screening prior to the provision of such work or services and as a condition to continuing to provide such work or services.

2. Background screening checks shall require that a person shall not have been found guilty of, regardless of adjudication, or entering a plea of nolo contendere or guilty to the following type of offenses (including felony and misdemeanor) indicated below, whether in the State of Florida or any other jurisdiction:

   (a) Murder, manslaughter, aggravated manslaughter, homicide;
   (b) Aggravated assault, assault, battery, or aggravated battery;
   (c) Sexual misconduct of any type;
   (d) Kidnapping or false imprisonment;
   (e) Lewd and lascivious offenses;
   (f) Drug offenses (exception – any misdemeanor conviction over five years is permissible);
   (g) Abuse, neglect, negligent treatment, exploitation, or contributing to the delinquency or dependency of a child.
   (h) Abuse, neglect, negligent treatment, or exploitation of an adult.
   (i) Burglary, theft, robbery, and related crimes.
   (j) Arson, embezzlement, violent acts, prostitution, willful destruction of property
   (j) Any felony offense not identified above.

3. All persons subject to fingerprinting and criminal background checks shall be re-screened annually; however, in the event a person previously screened ceases to provide work or services to CONTRACTOR or its subcontractors, for more than ninety (90) days, CONTRACTOR shall be required to re-screen the person or ensure that the person is re-screened in accordance with the requirements set forth herein prior to allowing the person to again provide services or work at any privately-owned property.
EXHIBIT A to AFFIDAVIT (continued)

4. CONTRACTOR shall not permit any person to provide services or work under the Agreement at any privately-owned property, who does not meet the fingerprinting and criminal background screening requirements set forth herein. The fingerprinting and criminal background checks shall be conducted in accordance with the requirements set forth herein. CONTRACTOR shall not permit any person deemed ineligible based on an offense listed above, to provide any work or services for CONTRACTOR under the Agreement at any privately-owned property.

5. CONTRACTOR shall conduct a Florida and nationwide criminal background check for any person required to have such background screening hereunder, through a law enforcement agency, or a Professional Background Screener accredited by the National Association of Professional Background Screeners (NAPBS) who shall be provided a copy of this Exhibit "A" by CONTRACTOR. The Professional Background Screener shall provide a comprehensive report, and analysis, obtained from no less than two (2) independent databases/sources and shall also include whether the person screened is listed as a sexual predator/sexual offender on the FDLE Sexual Offender/Predator Registry for Florida and the Department of Justice, National Sexual Offender Public Registry. For purposes hereof, a Professional Background Screener shall refer to any person, company, organization or agency, which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.

6. CONTRACTOR shall maintain copies of the results of the criminal background checks required for the term of the Agreement and promptly forward copies of same to COUNTY, upon its request.

7. In the event CONTRACTOR obtains, or is provided, supplemental criminal background information, including without limitation police reports or arrest information, after execution of this Agreement, which potentially disqualifies a person previously deemed eligible by CONTRACTOR to provide work or services under the Agreement, CONTRACTOR shall promptly notify COUNTY of such matter. CONTRACTOR shall take immediate action to review the matter; however, during such review time until a determination of eligibility is made by CONTRACTOR, CONTRACTOR shall immediately cease allowing the person to provide services or work under the Agreement at any privately-owned property. Additionally, CONTRACTOR shall be required to inform any person background-screened who is providing work or services under the Agreement, to notify CONTRACTOR within forty-eight (48) hours of any arrest which has occurred after the person was deemed eligible to provide services or work at any privately-owned property.
EXHIBIT A to AFFIDAVIT (continued)

8. CONTRACTOR is required to submit to COUNTY’s Contract Administrator, on a monthly basis, an Affidavit, in the form hereof, affirming the persons listed in the Affidavit have completed the required fingerprinting and background screening and have been deemed eligible by CONTRACTOR to provide services or work at any privately-owned property. CONTRACTOR’s monthly Affidavit shall update information from the previous Affidavit by annually reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, if applicable, to specifically identify new persons providing work or services at any privately-owned property.

9. The COUNTY’s Contract Administrator may, in his or her discretion, permit CONTRACTOR to furnish the monthly Affidavit required above in a signed electronic format. CONTRACTOR shall maintain copies of all Affidavits for the term of the Agreement and promptly forward copies of same to COUNTY, upon its request.
FORM 11: AFFIDAVIT CRIMINAL BACKGROUND SCREENING

CONTRACT TITLE: RESIDENTIAL SOUND INSULATION - GROUP 3800D CONTRACT

BETWEEN BROWARD COUNTY AND:

CONTRACTOR'S NAME: ___________________________ DATE: ____________

By signing this form, I am swearing or affirming that: (i) all individuals providing work or services to COUNTY under the above-referenced Contract, within or on any privately-owned property, have been fingerprinted and background screened in accordance with the background screening requirements set forth in the attached Exhibit "A"; and (ii) based on the results of such screening, such persons have been deemed eligible by CONTRACTOR to provide work or services as described in the Contract. The information contained in this Affidavit is up-to-date as of the date this Affidavit is furnished to COUNTY's Contract Administrator per the requirements of the Contract.

All individuals providing work of services to COUNTY under the above-referenced Agreement, within or on any privately-owned property, are listed below under categories 1 and 2 below. Each individual shall be identified by name, birth date and date deemed eligible and shall fall into one (1) of the following categories:

1. Previously screened and deemed eligible.
   [Insert list of individuals]

2. New individuals screened and deemed eligible.
   [Insert list of individuals]

3. Individuals no longer providing services for Contractor under the Agreement at any privately-owned property.
   [Insert list of individuals]

________________________________________________________
Signature of Affiant

Sworn to and subscribed before me this ____ day of ________________, 20__.

________________________________________________________
My commission expires NOTARY PUBLIC, STATE OF FLORIDA

My signature, as Notary Public, verifies the Affiant's identification has been validated by

________________________________________________________
FORM 12: SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

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

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

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

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

(Authorized Signature)

(Print Name and Title)

(Name of Firm)

STATE OF _______________________
COUNTY OF ______________________
The foregoing instrument was acknowledged before me this _____day of ______________, 20__,
by ________________________________________________________________
(NAME OF PERSON WHO'S SIGNATURE IS BEING NOTARIZED)
as ________________________ of _______________________
(TITLE) (NAME OF CORPORATION/COMPANY)
known to me to be the person described herein, or who produced ________________________
(TYPE OF IDENTIFICATION)
as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(SIGNATURE)

(PRINT NAME)

My commission expires: ________________

5-1-2013
FORM 13: 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 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

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

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

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

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

_________________________        ____________________________        ____________
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 14: BUY AMERICA CERTIFICATION

Buy America Certification

[Title 49 U.S.C. Section 50101]

| PROJECT NAME: |  |
| AIRPORT NAME: |  |
| AIP NUMBER: |  |

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

(a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(a), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that:

1. Applying subsection (a) would be inconsistent with the public interest;
2. The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
3. When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(a), 48106, 48107, and 48110) of this title -
   A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
   B. Final assembly of the facility or equipment has occurred in the United States; or
4. Including domestic material will increase the cost of the overall project by more than 25 percent.

(c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

As a matter of bid responsiveness, the bidder or offeror must complete and submit this certification with their bid proposal. The bidder must sign and date the certification. The bidder/offeror must indicate how they propose to comply with the Buy America provision by selecting one of the following certification statements.

☐ The bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.

☐ The bidder hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 50101(a); bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b) subject to the following conditions:

- For equipment and material the FAA has already issued a waiver to AIP Buy American preferences as indicated on the current FAA Buy American conformance list, bidder shall submit a listing of specific equipment and material it proposes to install on the project prior to the issuance of a Notice-to-Proceed.
- For equipment and material the FAA has not previously issued a waiver to Buy American preferences, the bidder identified with the apparent low bid agrees to prepare and submit to the owner a waiver request and component calculation information within 15 calendar days of the date of the notice of apparent award of contract.

Bidder's Firm Name

Date

Signature

5-1-2013

Page 44 of 51
EXHIBIT 1: WAGE RATE TABLES
General Decision Number: FL130099 09/27/2013 FL99

Superseded General Decision Number: FL20120099

State: Florida

Construction Type: Residential

County: Broward County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and 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>
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<tr>
<td>1</td>
<td>04/05/2013</td>
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<td>2</td>
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<td>3</td>
<td>09/06/2013</td>
</tr>
<tr>
<td>4</td>
<td>09/27/2013</td>
</tr>
</tbody>
</table>

ELEC0728-002 09/01/2013
Rates Fringes
ELECTRICIAN ......................$ 27.96 10.56

-----------------------------------------------------------------------
ENGI0487-012 07/01/2013
Rates Fringes
OPERATOR: Backhoe ................$ 28.32 8.80
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...$ 29.05 8.80

5-1-2013
<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cranes with Boom Length</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less than 150 Feet (With or without jib); Hydro</td>
<td>$28.32</td>
<td>8.80</td>
</tr>
<tr>
<td>Cranes 25 Tons &amp; Under, &amp; Over 50 Tons (With Oiler/Apprentice)</td>
<td>$22.99</td>
<td>8.80</td>
</tr>
<tr>
<td>OPERATOR: Oiler</td>
<td>$28.99</td>
<td>8.80</td>
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</table>

* IRON0272-003 04/01/2013

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
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</tr>
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<tbody>
<tr>
<td>IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL</td>
<td>$23.59</td>
<td>5.93</td>
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</tbody>
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* LABO1652-002 05/01/2011

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>LABORERS</td>
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<td></td>
</tr>
<tr>
<td>Common or General</td>
<td>$14.00</td>
<td>4.67</td>
</tr>
<tr>
<td>Plaster Tender</td>
<td>$14.50</td>
<td>4.67</td>
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* PAIN0365-005 09/01/2011

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
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<tbody>
<tr>
<td>PAINTER, Includes Brush, Roller and Spray (Excludes Drywall Finishing/Taping)</td>
<td>$15.75</td>
<td>7.03</td>
</tr>
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</table>

* SFFL0821-003 07/01/2013

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
<th>Fringe</th>
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</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)</td>
<td>$27.53</td>
<td>17.07</td>
</tr>
</tbody>
</table>

* SHEE0032-007 08/12/2012

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation)</td>
<td>$23.65</td>
<td>12.03</td>
</tr>
</tbody>
</table>

* SUFL2009-095 06/08/2009

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>BRICKLAYER</td>
<td>$20.00</td>
<td>0.00</td>
</tr>
<tr>
<td>CARPENTER, Includes Cabinet Installation (Excludes Drywall Hanging)</td>
<td>$21.17</td>
<td>0.86</td>
</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$16.19</td>
<td>0.00</td>
</tr>
<tr>
<td>DRYWALL FINISHER/TAPER</td>
<td>$19.22</td>
<td>0.00</td>
</tr>
<tr>
<td>DRYWALL HANGER</td>
<td>$15.69</td>
<td>0.00</td>
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5-1-2013
<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>FENCE ERECTOR</td>
<td>$11.00</td>
<td>0.00</td>
</tr>
<tr>
<td>GLAZIER</td>
<td>$20.00</td>
<td>0.00</td>
</tr>
<tr>
<td>HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct)</td>
<td>$13.75</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Brick</td>
<td>$11.51</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Cement/Concrete</td>
<td>$10.46</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Pipelayer</td>
<td>$11.79</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Roof Tearoff</td>
<td>$9.00</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Landscape and Irrigation</td>
<td>$9.15</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Asphalt Paver</td>
<td>$11.63</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Backhoe Loader Combo</td>
<td>$17.04</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Bulldozer</td>
<td>$13.67</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Distributor</td>
<td>$11.41</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Excavator</td>
<td>$13.50</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Forklift</td>
<td>$17.50</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Grader/Blade</td>
<td>$15.50</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Loader</td>
<td>$16.48</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Roller</td>
<td>$10.62</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Screed</td>
<td>$10.93</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Trackhoe</td>
<td>$15.68</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Tractor</td>
<td>$10.20</td>
<td>0.00</td>
</tr>
<tr>
<td>PLUMBER</td>
<td>$25.00</td>
<td>1.17</td>
</tr>
<tr>
<td>ROOFER, Includes Built Up, Modified Bitumen, and Shake &amp; Shingle Roofs (Excludes Metal)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5-1-2013
Roofs)..........................$ 14.50  0.00

ROOFER: Metal Roof...........$ 16.99  0.00

TILE SETTER......................$ 16.65  0.00

TRUCK DRIVER, Includes Dump Truck..........................$ 10.22  0.00

TRUCK DRIVER: Lowboy Truck....$ 12.10  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
**EXHIBIT 2: SAMPLE CERTIFICATE OF INSURANCE**

**Insurance Requirement**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM LIABILITY LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bodily Injury</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>Property Damage</td>
</tr>
<tr>
<td>Broad form or equivalent</td>
<td>Combined single limit Bodily Injury &amp; Property Damage</td>
</tr>
<tr>
<td>With no exclusions or limitations for:</td>
<td>Personal Injury</td>
</tr>
<tr>
<td>[x] Premises—Operations</td>
<td></td>
</tr>
<tr>
<td>[x] Explosion, Collapse, Underground Hazards</td>
<td></td>
</tr>
<tr>
<td>[x] Products/Completed Operations</td>
<td></td>
</tr>
<tr>
<td>[x] Contractual Insurance</td>
<td></td>
</tr>
<tr>
<td>[x] Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>[x] Personal Injury</td>
<td></td>
</tr>
<tr>
<td>[ ] Other;</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Auto Liability*</td>
<td>Bodily Injury (each person)</td>
</tr>
<tr>
<td>Comprehensive Form</td>
<td>Bodily Injury (each accident)</td>
</tr>
<tr>
<td>[x] Owned</td>
<td>Property Damage</td>
</tr>
<tr>
<td>[x] Hired</td>
<td>Combined single limit Bodily Injury &amp; Property Damage</td>
</tr>
<tr>
<td>[x] Non-owned</td>
<td></td>
</tr>
<tr>
<td>[x] Scheduled</td>
<td></td>
</tr>
<tr>
<td>[x] Any Auto</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess/Umbrella Liability</td>
<td>Follow form basis or</td>
</tr>
<tr>
<td>May be used to supplement minimum liability coverage requirements.</td>
<td>Add'l Insd endorsement is required</td>
</tr>
<tr>
<td>[x] Workers' Compensation</td>
<td>Chapter 440 FS</td>
</tr>
<tr>
<td>If exempt: State Exemption Certificate or letter on company letterhead is required.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(each accident)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Pollution Liability or Environmental Impairment Liability with Clean-Up Costs</td>
<td>(each accident)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Builder's Risk (Property)</td>
<td>Maximum Deductible: $100k</td>
</tr>
<tr>
<td>&quot;ALL RISK&quot; WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.</td>
<td>DED for WIND &amp; FLOOD not to exceed 8% of completed value</td>
</tr>
<tr>
<td>CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE</td>
<td></td>
</tr>
<tr>
<td>[X] Installation floaters if no Builder's Risk Coverage must be &quot;All Risk&quot;, completed value. Coverage must remain in force until written final acceptance by County.</td>
<td>Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE</td>
</tr>
</tbody>
</table>

**REFERENCE:** Sound Insulation - Residential

**CERTIFICATE HOLDER:**

Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Attn: Illine Sandi – BCAD Z1181703C1

Broward County is listed as an additional insured on the general liability policy.

Jacqueline Binns
2013.10.16
13:37:00 -04'00'

Risk Management Division

Page 51 of 51
CONSTRUCTION CONTRACT DOCUMENTS
FOR THE FOLLOWING PROJECT(S):

Residential Sound Insulation - Group 3800D

for the
Aviation Department

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

BID/CONTRACT NO.: Z1181703C1
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<td>59</td>
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<tr>
<td>SPECIAL PROVISION 7C: DISPUTE AVOIDANCE PANEL WITH CONSTRUCTION MANAGER FOR RUNWAY EXPANSION PROGRAM</td>
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</tr>
<tr>
<td>SPECIAL PROVISION 7D: DISPUTE AVOIDANCE PANEL WITH CONSTRUCTION MANAGER FOR AIRPORT TERMINAL 4 EXPANSION</td>
<td>61</td>
</tr>
<tr>
<td>SPECIAL PROVISION 8: FAA CONTRACT PROVISIONS</td>
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<td>SPECIAL PROVISION 9: FEDERAL TRANSIT ADMINISTRATION CONTRACT PROVISIONS</td>
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<td>SPECIAL PROVISION 10: FDOT CONTRACT PROVISIONS</td>
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<td>SPECIAL PROVISION 11: PROVISIONS PERTAINING TO AIRPORT PROJECTS</td>
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<td>SPECIAL PROVISION 13: CONTRACTOR AND SUBCONTRACTORS FORMS AND AFFIDAVITS</td>
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<td>FORM GC-1: MONTHLY DBE UTILIZATION REPORT</td>
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<td>FORM GC-2: FINAL DBE UTILIZATION REPORT</td>
<td>137</td>
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<td>FORM GC-3: STATEMENT OF COMPLIANCE (DAVIS BACON WAGE RATE)</td>
<td>138</td>
</tr>
<tr>
<td>FORM GC-4 CONSENT OF SURETY – SUBCONTRACTOR CLAIMS</td>
<td>139</td>
</tr>
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<td>FORM GC-5 CONSENT OF SURETY – CHANGE ORDER</td>
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<td>FORM GC-6: CERTIFICATE OF SUBSTANTIAL COMPLETION</td>
<td>141</td>
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<td>FORM GC-7: CERTIFICATION OF PAYMENTS TO SUBCONTRACTOR</td>
<td>142</td>
</tr>
<tr>
<td>FORM GC-8: SUBCONTRACTOR RELEASE OF CLAIM</td>
<td>143</td>
</tr>
<tr>
<td>FORM GC-8.1: CONTRACTOR PARTIAL RELEASE OF CLAIMS</td>
<td>144</td>
</tr>
<tr>
<td>FORM GC-8.2: SUBCONTRACTOR FINAL RELEASE OF CLAIMS</td>
<td>145</td>
</tr>
<tr>
<td>FORM GC-8.3: CONTRACTOR FINAL RELEASE OF CLAIMS</td>
<td>146</td>
</tr>
<tr>
<td>FORM GC-9: FINAL LIST OF CERTIFIED (DBE) AND NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS</td>
<td>147</td>
</tr>
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<td>FORM GC-10: PERFORMANCE BOND</td>
<td>149</td>
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<td>FORM GC-11: PAYMENT BOND</td>
<td>151</td>
</tr>
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<td>FORM GC-12: CERTIFICATE AS TO CORPORATE PRINCIPAL</td>
<td>155</td>
</tr>
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<td>156</td>
</tr>
</tbody>
</table>
The following items are provided under separate cover:

Volume 1 – Project Manual & Specifications
Volume 2 - Scope of Work Drawings
Volume 3 – Detail Drawings
SECTION 1 - CONTRACT EXECUTION

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 for the Project for the Contract Base Amount and within the Contract Time.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: Broward County, Florida through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 11th day of February, 2014, and CONTRACTOR, signing by and through its authorized representative, duly authorized to execute same.

COUNTY ADMINISTRATOR ATTEST:
County Administrator and Ex-Officio Clerk of the Board of County Commissioners

[Signature]
Date

Bertha Henry
Print Name

COUNTY RISK MANAGER:
Approved as to company qualifications, insurance requirements and insurance documentation.

[Signature]
Date

Tracy Meyer, Esq.
Print Name

COUNTY ATTORNEY:
Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Aviation Office
2200 SW 46th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telescopier: (954) 359-1299

[Signature]
Date

Alexander J. Williams, Jr., Esq.
Assistant County Attorney
Print Name

CONTRACTOR:
S & S SPECIALTY CONTRACTING, INC.

[Signature]
Name of Contractor
Print Name

JAMES W. LEANA, PRESIDENT
Print Name and Title of Signer

[Signature]
Date

18 Day of February, 2014
## SECTION 2 - SUMMARY OF TERMS AND CONDITIONS

Note: The Terms and Conditions listed below are part of the Contract and are intended to be read together with the Articles referenced, however in the case of a discrepancy, the Summary of Terms and Conditions shall govern.

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.2</td>
<td>NTP #1</td>
<td></td>
</tr>
<tr>
<td>5.3.2</td>
<td>Submit Preconstruction Work Submittals</td>
<td>14 Calendar days from 1st NTP</td>
</tr>
<tr>
<td>5.3.3</td>
<td>Preconstruction Work Completion</td>
<td>15 Weeks from 1st NTP</td>
</tr>
<tr>
<td>5.4</td>
<td>NTP #2</td>
<td></td>
</tr>
<tr>
<td>5.4.3</td>
<td>Individual Parcel Substantial Completion</td>
<td>10 Working days from the Project Initiation Date in the 2nd NTP − start of the individual parcel.</td>
</tr>
<tr>
<td></td>
<td>Liquidated Damages for each calendar day after time specified for Individual Parcel Substantial Completion</td>
<td>$250 per calendar day</td>
</tr>
<tr>
<td>5.4.4</td>
<td>Individual Parcel Final Completion</td>
<td>10 Working days from the Individual Parcel Substantial Completion</td>
</tr>
<tr>
<td></td>
<td>Liquidated Damages for each calendar day after time specified for Individual Parcel Final Completion</td>
<td>$125 per calendar day</td>
</tr>
<tr>
<td>5.4.5</td>
<td>Contract Substantial Completion</td>
<td>222 Calendar days from the Project Initiation Date in the 2nd NTP</td>
</tr>
<tr>
<td></td>
<td>Liquidated Damages for each calendar day after time specified for Substantial Contract Completion</td>
<td>$1,000 per calendar day</td>
</tr>
<tr>
<td>5.4.6</td>
<td>Final Completion</td>
<td>30 Calendar days from Substantial Completion</td>
</tr>
<tr>
<td></td>
<td>Liquidated Damages for each calendar day after time specified for Final Contract Completion</td>
<td>$500 per calendar day</td>
</tr>
<tr>
<td>20.6</td>
<td>Contractor self-performing percent of Contract Price</td>
<td>25%</td>
</tr>
</tbody>
</table>

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The parties designate the following as the respective places for giving of notice:

<table>
<thead>
<tr>
<th>For County:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broward County Aviation Department</td>
</tr>
<tr>
<td>AV Director AEP, Steven Wiesner</td>
</tr>
<tr>
<td>2200 SW 45 St, Suite 101</td>
</tr>
<tr>
<td>Dania Beach, FL 33312</td>
</tr>
<tr>
<td><strong>For Contractor:</strong></td>
</tr>
<tr>
<td>---------------------</td>
</tr>
<tr>
<td>S1 L SPECIALTY CONTRACTING INC</td>
</tr>
<tr>
<td>315 SOUTH FRANKLIN STREET</td>
</tr>
<tr>
<td>SYRACUSE, NY 13202</td>
</tr>
<tr>
<td>ATTN: JAMES LEAHY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>SP-1B</strong></th>
<th>☑ Disadvantaged Business Enterprise (DBE) goals</th>
<th>At bid 18%</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB, Form 2: Schedule of Prices Bid</td>
<td>Contract Base Amount (Schedule of Prices Bid - TBD after Notice of Award)</td>
<td>$ See Bidder's Response</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>Contract Price (TBD after Notice of Award)</td>
<td>$6,994.25</td>
</tr>
</tbody>
</table>
SECTION 3 - GENERAL CONDITIONS

Article 1: Contract 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. Allowance Account: Account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the Work for specific tasks which were not included at the time of execution of the Contract, or for permitting costs, extra Work due to unforeseen conditions, construction changes, adjustments of quantities, dispute avoidance and resolution, Work deemed desirable by the COUNTY to be incorporated into the Contract, and other items and tasks as specified in the Contract Documents. Performance of work, if any, under Allowance Account(s) will be authorized by written Contract Price Element Adjustment Memoranda (CPEAM).

1.2. Beneficial Occupancy: Occupancy by the COUNTY in its sole discretion of any portion of the Work prior to Substantial Completion of the Work. Such occupancy will not relieve the CONTRACTOR of its obligation to fully complete the Work in accordance with the Contract Documents.

1.3. Change Order: A written document ordering a change in the Contract Price, Contract Time, or a material change in the Work, issued in accordance with Broward County procurement procedures.

1.4. Claim: A request for additional compensation or time which has been rejected by the COUNTY and resubmitted by the CONTRACTOR for evaluation in accordance with the Contract Documents.

1.5. Consultant: Architect, Engineer, Program Manager, or Project Manager which has contracted with COUNTY, or COUNTY employee designated to perform professional services, on this Project. COUNTY will identify the Project Consultant(s) at the Preconstruction Meeting, or during the progress of the Work.

1.6. Contract Base Amount: That portion of the Contract Price which excludes unexpended portions of Allowance Accounts. The Contract Base Amount may be increased or decreased by the issuance of a CPEAM or a Change Order.

1.7. Contract Documents or Contract: The official documents setting forth the requirements and contractual obligations for the Project, including the Summary of Terms and Conditions, General Conditions, Special Provisions, Plans, Technical Specifications 1 through the end, Invitation to Bid, Addenda, Approved Shop Drawings, Bid Sheets, Bonds, Notice of Award, Notices(s) to Proceed, representations and certifications submitted prior to award and accepted by the COUNTY, Project Forms, Change Order(s), CPEAMs, Field Orders, and any additional documents required by this Project.
1.8. **Contract Price:** The original amount established in the award by COUNTY, inclusive of Allowance Accounts, as may be amended by Change Order.

1.9. **Contract Price Element Adjustment Memorandum (CPEAM):** A written document ordering a change in the Contract Work, Contract Base Amount, or Contract Time to be paid from an Allowance Account.

1.10. **Contract Time:** The original time between the Project Initiation Date in the First Notice to Proceed and Substantial Completion including any Milestone dates established in this Contract, as may be amended by Change Order or CPEAM. Contract obligations may survive Contract Time.

1.11. **CONTRACTOR:** The entity with whom Broward County has contracted and which 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. CONTRACTOR is an independent contractor, and neither CONTRACTOR nor its agents are employees or agents of the COUNTY. This Contract shall not create a partnership or joint venture.

1.12. **Cost of Work:** Where no lump sum or unit price is provided within the Contract Documents, work may be authorized by Change Order or CPEAM to be performed by the CONTRACTOR with payment to be made for material, equipment, and labor furnished, plus the contractually-established fee for Overhead and Profit, up to the maximum amount established in the Change Order or CPEAM.

1.13. **COUNTY or Owner:** Broward County, Florida; provided however, 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.

1.14. **COUNTY Representative:** An authorized representative of the COUNTY identified in a written notice to CONTRACTOR.

1.15. **Day(s):** Shall mean a calendar day.

1.16. **Delay:** An event which extends the Contract Time. A delay to a task which does not extend the Contract Time is not considered a Delay event.

1.17. **Drawings:** The official graphic representations of this Project which are a part of the Contract Documents.

1.18. **Field Order:** A written order which orders clarifications or minor changes in the Work which does not involve a change in the Contract Base Amount or Contract Time.

1.19. **Final Completion:** The date upon which all conditions and requirements of the Contract Documents, permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by COUNTY; any other documents required to be provided by CONTRACTOR have been received by
COUNTY; and the Work has been fully completed in accordance with the Contract Documents.

1.20. First Notice to Proceed (First NTP): The written notice to CONTRACTOR authorizing preconstruction Work, which includes submission of permit applications for construction to applicable permitting authorities and completion of all other documents or activities required for permitting; submission of a project schedule, schedule of values, submittals, submittal schedule, topographical or physical features surveys, and all warranty forms; and performance of Work that does not require permits.

1.21. LEED (Leadership in Energy and Environmental Design): The rating system for green building practices created by the United States Green Building Council (USGBC).

1.22. Materials: Materials incorporated in this Project.

1.23. Milestone: An element of the Work as described in the Contract Documents with associated Liquidated Damages.

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

1.25. Overhead and Profit: All CONTRACTOR's costs associated with insurance premiums, supervision, coordination, superintendents, foremen, consultants, schedulers, estimators, cost controllers, accountants, office administrative personnel, time keepers, clerks, secretaries, watch persons, small tools, equipment or machinery, utilities, office rent, storage rental costs, telephones, facsimile machines, computers, printers, plotters, computer software, all expendable items, job site and general office expenses, profit, extended jobsite general conditions, interest on monies retained by the COUNTY, escalated costs of materials and labor, home office expenses or any cost incurred that may be allocated from offices of the CONTRACTOR or any of its Subcontractors, loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute claims, costs of legal and accounting work, costs spent to achieve compliance with applicable laws and ordinances, loss of projects not bid upon, and all other expenses not specifically identified as Cost of Work.

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

1.27. Project Initiation Date: The date upon which the Contract Time commences, as established by Second NTP.

1.28. Public Art: Artwork created under The Public Art and Design Program ("Public Art Program") established and codified in Section 1-88 of the Broward County Code of Ordinances, as amended.

1.29. Second Notice to Proceed: The written notice of CONTRACTOR authorizing commencement of construction Work. The Contract Time shall commence on the

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Project Initiation Date stipulated in the Second Notice to Proceed. Delivery of all items, and completion of all activities required by the First Notice to Proceed shall be a condition precedent to the issuance of the Second Notice to Proceed.

1.30. Subcontractor: A person, firm or corporation having a direct contract with CONTRACTOR to perform a portion of the Work, including any persons, firms or corporations having a direct contract with any Subcontractor at any tier, and including their employees.

1.31. Substantial Completion: That date, as certified in writing by Consultant and as finally determined by COUNTY in its sole discretion, the Work is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the COUNTY can use or operate the Project for its intended purpose. A Final Certificate of Completion or other permit closures by the authority having jurisdiction must be issued for Substantial Completion to be achieved; however, the issuance of a Final Certificate of Completion does not determine Substantial Completion.

1.32. Surety: The entity which is bound by the performance bond and payment bond with and for CONTRACTOR in accordance with Section 255.05, Florida Statutes.

1.33. Work: The construction and services required by the Contract Documents, including all 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: 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 unless otherwise provided in the Contract Documents. COUNTY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

Article 3: Separate Contracts

3.1. COUNTY reserves the right to let other contracts in connection with or adjacent to this Project. CONTRACTOR shall afford other contractors reasonable access to the site for the execution of their work. CONTRACTOR shall conduct its work so as not to interfere with or hinder the progress of completion of the construction performed by other Contractors. Contractors working on the same Project shall
cooperate with each other as directed by the COUNTY Representative. Coordination with other contractors shall not be grounds for excusable delay.

3.2. If any part of CONTRACTOR's Work depends upon the work of others, CONTRACTOR shall inspect and promptly report to COUNTY any defects in such Work that render it unsuitable. CONTRACTOR's failure to report defects shall constitute a waiver of those defects, except as to latent defects.

Article 4: Interpretation of the Contract

4.1. The Contract is made up solely of the Contract Documents. The Contract Documents must be read as a whole, and anything in one such document must be read as included in all other documents, unless the context requires otherwise.

4.2. Where there is a conflict between any provision in the Contract Documents and a more stringent state or federal provision that is applicable to this Project, the more stringent state or federal provision shall prevail.

4.3. For coordination of contract, plans and specifications, see FAA provision 50-03.

Article 5: Contract Time

5.1. CONTRACTOR shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the COUNTY and two or more Notices to Proceed issued by the COUNTY. 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.

5.2. A Preconstruction Meeting will be held to discuss procedures for conducting the Work, including, but not limited to designating individuals to receive communications for required submissions, inspections and approvals; for processing Applications for Payment; and, to establish a working understanding among the parties as to the Work.

5.3. First Notice to Proceed.

5.3.1. The First Notice to Proceed (NTP#1) will be issued to the CONTRACTOR after the Preconstruction meeting. Preconstruction work shall commence upon Issuance of the NTP#1.

5.3.2. Within fourteen (14) working days of NTP#1, CONTRACTOR shall submit to COUNTY all of the following items in hard copy and electronic format for approval and commence the necessary steps toward obtaining all the permits necessary for construction of this project:

5.3.2.1.1. A project schedule and a list of items for which product approval and shop drawings are needed in compliance with the requirements of Division 1.
5.3.2.1.2. A schedule of values 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.

5.3.2.1.3. CONTRACTOR shall meet and coordinate with all utility owners and secure from them a schedule of utility relocation, modification, connection or reconnection. COUNTY shall not be responsible for the nonperformance by the utility owners.

5.3.3. Within fifteen (15) weeks from NTP #1, CONTRACTOR shall have secured the approval of all shop drawings and manufacturers' product data by the Architect/Engineer of Record.

5.3.4. Within fifteen (15) weeks from NTP #1, CONTRACTOR shall have submitted to authorities having jurisdiction, fully executed permit applications for all portions of the Work, with copies to the County and secured approved permits for no less than the first thirteen (13) homes enabling construction to commence according to the construction schedule. All subsequent permit comments, the issued permit and permit invoice shall all be submitted to the County. Contractor shall continually work towards securing permits for all homes so as to achieve the overall substantial and final completion dates.

5.3.5. Fifteen (15) calendar days prior to commencing construction, CONTRACTOR shall submit a complete list of the CONTRACTOR's and subcontractors' staff that will be involved with this project, including evidence of completed fingerprinting and criminal background screening.

5.3.6. Fifteen (15) calendar days prior to commencing construction CONTRACTOR shall submit its initial DBE Utilization Report and a copy of all the executed subcontracts.

5.3.7. Issuance of NTP #2 is contingent upon acquisition of issued permits identified in 5.3.4.

5.4. Second Notice to Proceed:

5.4.1. After a Second Preconstruction Meeting, CONTRACTOR may begin to perform the balance of the Work on the Project Initiation Date specified in the Second Notice to Proceed.

5.4.2. Time is of the essence throughout this Contract. Failure to complete the tasks authorized by the Second Notice to Proceed within the time specified in these Contract Documents shall be grounds to terminate the Contract for cause. Alternatively, COUNTY may assess Liquidated Damages. The liquidated amount is set forth in the Section 2-Summary of Terms and Conditions.
5.4.3. Upon failure of CONTRACTOR to achieve Individual Parcel Substantial Completion within the required time, plus approved time extensions, COUNTY shall deduct from monies otherwise due the CONTRACTOR a liquidated amount assessed daily until Individual Parcel Substantial Completion is achieved.

5.4.4. Upon failure of CONTRACTOR to achieve Individual Parcel Final Completion within the required time, plus approved time extensions, COUNTY shall deduct from monies otherwise due the CONTRACTOR a liquidated amount assessed daily until Individual Parcel Final Completion.

5.4.5. Upon failure of CONTRACTOR to substantially complete the Contract within the specified period of time, plus approved time extensions, COUNTY shall deduct from monies otherwise due the CONTRACTOR a liquidated amount assessed daily until Substantial Contract Completion. The liquidated amount is set forth in the Section 2- Summary of Terms and Conditions.

5.4.6. After Substantial Completion, should CONTRACTOR fail to complete the remaining Work within the time specified for Final Completion, COUNTY shall deduct from monies otherwise due the CONTRACTOR a liquidated amount assessed daily until Final Contract Completion. The liquidated amount is set forth in the Section 2- Summary of Terms and Conditions.

5.5. The liquidated amounts are not penalties but are Liquidated Damages to COUNTY for costs incurred due to CONTRACTOR's untimely performance. 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. By submitting a bid, CONTRACTOR acknowledges that the amounts established for Liquidated Damages for preconstruction Work, Substantial Completion, Final Completion, and any intermediate Milestones are fair and reasonable. Such Liquidated Damages shall apply separately to each portion of the Project for which a time for completion is given. CONTRACTOR waives any and all challenges and legal defenses to the validity of any Liquidated Damages established in the Contract Documents, including that the Liquidated Damages are void as penalties or are not reasonably related to the actual damages sustained by the COUNTY as a result of CONTRACTOR's untimely performance.

5.6. Liquidated Damages shall be deducted from monies otherwise due CONTRACTOR until Final Completion, whether or not the COUNTY terminates CONTRACTOR for cause and whether or not Surety completes the project after a default by CONTRACTOR.
5.7. CONTRACTOR, in addition to reimbursing COUNTY for Liquidated Damages for untimely performance, shall reimburse COUNTY for all costs incurred by COUNTY to repair, restore, or complete the Work. All such costs shall be deducted from the monies otherwise due CONTRACTOR for performance of Work under this Contract by means of unilateral credit Change Orders issued by COUNTY.

Article 6: Contract Documents

6.1. The Contract Documents shall be followed in strict accordance as to work, performance, material, and dimensions.

6.2. 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.

6.3. CONTRACTOR shall be furnished, free of charge, the number of copies of the Contract Documents established in Division 1, two (2) of which shall be preserved and always kept accessible to Consultant and Consultant's authorized representatives on the Project site. Additional copies of the Contract Documents may be obtained from COUNTY at the cost of reproduction.

6.4. CONTRACTOR shall maintain in a safe place at the Project site one record copy of all Drawings and other Contract Documents. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, shall be available at all times to COUNTY 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 COUNTY.

6.5. This Contract incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, and understandings, and there are no commitments, agreements or understandings that are not contained in this Contract. This Contract is the entire agreement between the parties, and no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Article 7: CONTRACTOR to Check Plans, Specifications, and Data

CONTRACTOR shall inspect conditions under which Work is to be performed and verify all dimensions, quantities and details shown on the plans, specifications or other data received from COUNTY, and shall notify COUNTY of all errors, omissions and discrepancies found therein prior to the COUNTY's issuance of the Second Notice to Proceed. Failure to notify County of reasonably identifiable errors, omissions, or discrepancies prior to issuance of the Second Notice to Proceed shall preclude Claims for Compensable Excusable Delay associated with such items. The Contract Base Amount shall be deemed to include the most expensive or comprehensive material or system so as to deliver a complete and functional facility.

Article 8: Prosecution of the Work

8.1. The CONTRACTOR shall furnish sufficient forces, offices, facilities and equipment, and shall work such hours, including night shift and overtime
operations, as necessary to ensure the prosecution of the Work in accordance with the current monthly updated progress schedule. If, in the opinion of the COUNTY Representative, the CONTRACTOR, due to its own action, falls behind in meeting the baseline schedule as presented in the current monthly updated progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve its progress, and the COUNTY Representative may require the CONTRACTOR to increase the hours of work, the number of shifts, the amount of supervision, overtime operations or the amount of construction equipment without additional cost to the COUNTY.

8.2. CONTRACTOR shall be responsible for coordination of Work. All architectural, civil, structural, mechanical, electrical and other subcontractors shall be responsible for coordination of their portions of the Work with CONTRACTOR and with each affected trade.

Article 9: Supervision

9.1. CONTRACTOR shall employ on the Project during its progress a full-time competent English speaking project manager and field superintendent satisfactory to COUNTY. The project manager and field superintendent shall be present at the project location for the duration of project and not be changed except with the written consent of COUNTY, unless the project manager or the superintendent proves to be unsatisfactory to CONTRACTOR or ceases to be in its employ.

9.2. CONTRACTOR shall perform the Work, using best practices and industry standards. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

9.3. If CONTRACTOR finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Contract Documents, CONTRACTOR shall immediately inform COUNTY, in writing.

Article 10: Labor and Materials

10.1. Unless otherwise provided in the Contract Documents, 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.

10.2. 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 11: Temporary Offsite Facilities – Warehouse Storage

11.1 CONTRACTOR shall provide, at CONTRACTOR's own expense and without liability to COUNTY, any additional land or facilities that may be required for temporary construction facilities, or for storage of materials.
11.2 Contractor shall provide a climate controlled warehouse space for storage of all products prior to installation at individual parcels.

11.3 The warehouse space will be accessible to the Construction Inspector and Project Representative for inventory of current products on site.

11.4 Products are to be inventoried and stored by parcel, and will be checked by Construction Inspector or Project Representative prior to Work on Parcel commences. Work will not be allowed to commence prior to all products being inventoried and checked.

11.5 Contractor must provide COUNTY with the prospective warehouse owner's property and general liability coverage for approval prior to any construction materials or equipment being stored at the warehouse. Insurance must include fire coverage on its property insurance policy.

Article 12: Maintenance of Traffic

CONTRACTOR shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with pedestrian, vehicular, marine or air traffic without the written consent of the proper authorities.

Article 13: Location and Damage to Existing Utilities

13.1 COUNTY does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities or structures that may be shown on the Drawings or encountered in the Work. CONTRACTOR shall identify and locate all underground and overhead utility lines, facilities, structures, or equipment affecting or affected by the Project. Any inaccuracy or omission in such information will not relieve the CONTRACTOR of its responsibility to protect such existing features.

13.2 The CONTRACTOR shall notify each utility, facility, structure, or equipment 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, facility, structure, or equipment which 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 companies for temporary support of their utilities, facility, structure, or equipment shall be paid for by the CONTRACTOR. All costs of permanent relocation to avoid conflict shall be the responsibility of the company involved. All relocations are to be approved by the respective owner prior to backfilling.

13.3 The CONTRACTOR shall schedule the Work in such a manner that the Work is not delayed by the utility, facility, structure, or equipment owners' relocation or support of their utilities. The CONTRACTOR shall coordinate its activities with any and all public and private owners occupying the Project site. No compensation will be paid to the CONTRACTOR for any loss of time or delay caused by private utility owners.
13.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. Should the CONTRACTOR damage or interrupt the operation of a utility service or facility, CONTRACTOR shall immediately notify the proper utility service or facility owner and the COUNTY Representative. CONTRACTOR shall take all reasonable measures to prevent further damage or interruption of service.

13.5. The CONTRACTOR shall immediately repair all utilities, cables and other facilities that are damaged by its workers, equipment, or Work at its own expense with appropriate new material by skilled workers. Prior approval of the appropriate utility service and/or facility owner shall be obtained from the COUNTY Representative for the materials, workers, time of day or night, method of repairs, and any temporary or permanent repairs the CONTRACTOR may propose to any cables or utility service damaged by the CONTRACTOR during the course of the Work. The COUNTY may remedy such damage by ordering outside parties to make repairs at the expense of the CONTRACTOR. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility or facility owner. The CONTRACTOR, in such events, shall cooperate with the utility service or facility owner and the COUNTY Representative continuously until such damage has been repaired and service restored to the satisfaction of the utility service or facility.

**Article 14: Safety and Protection**

14.1. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project.

14.2. CONTRACTOR shall protect the Work against all loss or damage sustained until Beneficial Occupancy by COUNTY or Substantial Completion, whichever comes first, and shall promptly repair any damage.

14.3. The CONTRACTOR shall not be responsible for normal wear resulting from the COUNTY's use of the Work after Beneficial Occupancy or Substantial Completion. However, any defect in the Work not attributable to normal wear resulting from the COUNTY's use shall be repaired by the CONTRACTOR at no additional cost to the COUNTY.

14.4. 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 herein, 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.

14.5. CONTRACTOR shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of unsafe activities or practices which may lead to accidents.

14.6. In the event of an emergency constituting an immediate hazard to the health or safety of employees, property, lessees, or the general public, the COUNTY may undertake, at the CONTRACTOR's expense without prior notice, all work
necessary to correct such hazardous condition when it was caused by work of
the CONTRACTOR not being in accordance with the requirements of this
Contract.

**Article 15: Substitutions**

15.1. CONTRACTOR may request substitution of materials, articles, pieces of
equipment or any changes that reduce the Contract Price by making such
request to COUNTY in writing. No substitute will be allowed without a Change
Order or CPEAM that adjusts the Contract Price or Contract Time. CONTRACTOR
agrees to pay all COUNTY's expenses related to COUNTY's review of the request for substitution. 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
COUNTY expenses for review. 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.

15.2. Requests for substitutions of products will be considered prior to the COUNTY's
issuance of the Second Notice To Proceed. Subsequent requests will only be
considered upon submittal of substantiated evidence of product unavailability, or
that there is some unreasonable difficulty in obtaining it.

15.3. Substitutions will not be considered when indicated on shop drawings or product
data submittals without a separate formal request, when requested directly by
Subcontractor or supplier, or when acceptance will require substantial revision of
the Contract Documents.

15.4. Substitute products shall not be installed without prior written approval of
COUNTY.

15.5. The COUNTY shall limit selections to products with warranties that comply with
requirements of the Contract Documents.

15.6. Requests For Substitutions

15.6.1. Submit separate request for each substitution. Document each request
with complete data substantiating compliance of proposed substitution
with requirements of Contract Documents.

15.6.2. Identify product by Specifications section and Article numbers. Provide
manufacturer's name and address, trade name of product, and model or
catalog number. List fabricators and suppliers as appropriate.

15.6.3. List similar projects using product, dates of installation, and names of the
owner and consultant.

15.6.4. Give itemized comparison of proposed substitution with specified product,
listing variations, and reference to Specifications section and Article
numbers.
15.6.5. Substitutions will not be approved if the cost to provide and install the substitutions causes the Contract Price to be exceeded.

15.6.6. List availability of maintenance services and replacement materials.

15.6.7. State effects of substitution on construction schedule, and changes required in other work or products.

15.7. CONTRACTOR Representations

15.7.1. Request for substitution constitutes a representation that the CONTRACTOR has investigated proposed product and has determined that it is equal to or superior in all respects to specified product.

15.7.2. CONTRACTOR will provide the same warranty or better for substitution as for specified product.

15.7.3. CONTRACTOR will coordinate installation of approved substitute, including making such changes as may be required for Work to be complete in all respects.

15.7.4. CONTRACTOR certifies that cost data presented is complete and includes all related costs under this Contract.

15.7.5. CONTRACTOR waives claims for additional costs related to substitution, which may later become apparent.

Article 16: Shop Drawings

16.1. CONTRACTOR shall submit Shop Drawings as required by the Contract Documents. 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.

16.2. By the date specified in the First Notice to Proceed, CONTRACTOR shall submit to COUNTY 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 shall not relieve CONTRACTOR from submitting complete Shop Drawings, in accordance with the Contract Documents.

16.3. CONTRACTOR shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

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

16.5. 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.
16.6. COUNTY's review 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 reviewed and approved.

16.7. No review 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 COUNTY along with its comments as to compliance, noncompliance, or features requiring special attention.

16.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be noted.

16.9. CONTRACTOR shall submit the number of copies required by the Contract Documents. Resubmissions of Shop Drawings shall be made in the same quantity.

16.10. CONTRACTOR shall keep one set of approved Shop Drawings at the job site at all times.

Article 17: Field Layout of the Work

CONTRACTOR shall maintain lines and grades in the field. CONTRACTOR shall maintain accurate records of the location and elevation of all foundations, slabs, pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like, and shall prepare "as-built" drawings of the same which are sealed by a surveyor registered by the State of Florida. CONTRACTOR shall deliver these records in good order to COUNTY 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 "as-built" drawings shall be made on electronic format and shall be submitted with each monthly pay application; once "as-builts" are completed and accepted, no further submittals will be required.

Article 18: Project Records

All Project records are public records pursuant to Florida law. 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. CONTRACTOR shall protect plans, blueprints and schematics from disclosure as required by Chapter 119, Florida Statutes.

Article 19: Assignment and Performance

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR without prior written approval of COUNTY.

Article 20: Subcontracts

20.1. CONTRACTOR shall have a continuing obligation to notify COUNTY of any change in Subcontractors.

20.2. Each Subcontractor must possess certificates of competency and licenses required by law.

20.3. CONTRACTOR shall not employ any Subcontractor debarred under COUNTY procedures.

20.4. CONTRACTOR shall be fully responsible for all acts or omissions of Subcontractors in connection with the Work. 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 any Subcontractor.

20.5. CONTRACTOR agrees to bind every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY.

20.6. CONTRACTOR shall perform the Work with its own organization, amounting to not less than the percent shown on in the Summary of Terms and Conditions.

20.7 Third-Party Beneficiaries: Except as otherwise expressly provided by these Contract Documents, neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Contract.

Article 21: Progress Payments

21.1. CONTRACTOR may submit applications for payment not more frequently than monthly for Work completed. No payment will be made in advance of work being completed. 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 COUNTY Representative.

21.2. Each application for payment shall include but not be limited to the following documents:
21.2.1. An updated progress schedule acceptable to COUNTY as required by the Contract Documents;

21.2.2. A Certification of Payments to Subcontractors Form accompanied by a copy of the notification sent to each Subcontractor, explaining the good cause why payment has not been made;

21.2.3. A release of claims from each Subcontractor, material suppliers and from CONTRACTOR relative to the Work which was the subject of previous pay applications;

21.2.4. A Consent of Surety form relative to Work which is the subject of the pending pay application;

21.2.5. A completed Statement of Wage Compliance Form;

21.2.6. A Monthly Utilization Report Form;

21.2.7. Updated as-built information for Work performed during the payment period;

21.2.8. Certified payroll records as required by the Contract Documents;

21.3. Payment for Stored Material

21.3.1. Notwithstanding any provision to the contrary, payment for materials and equipment stored off-site intended for use in the project will only be made in accordance with this provision. An amount equal to ninety percent (90%) of the paid invoiced amount of the materials and equipment, may be submitted on a progress Application for Payment when the materials and equipment are 1) delivered and suitably stored at the project warehouse; 2) scheduled for installation within thirty (30) calendar days of the date of the Application for Payment; and, 3) represent one hundred percent (100%) of the material and equipment required for a given parcel. The invoiced amount is the actual paid invoice amount of the invoice billed to CONTRACTOR. Copies of the supplier's invoices for the materials and equipment and evidence of payment shall be included with the Application for Payment.

21.3.2. The remaining ten percent (10%) of the invoiced amount may be submitted on a progress Application for Payment following satisfactory installation of the materials and equipment.

21.4. Applications for Payment shall be subject to approval by COUNTY. Failure to furnish supporting evidence for amounts invoiced shall result in a reduction of the amount otherwise due to CONTRACTOR. Incomplete pay applications will not be processed.
21.5. Retainage

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 COUNTY 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 COUNTY after written request by CONTRACTOR. 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 COUNTY 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.

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

21.6.1. Defective work not remedied.

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

21.6.3. Failure of CONTRACTOR to make payments properly to Subcontractors or for materials or labor.

21.6.4. Damage to another contractor not remedied or damage to other COUNTY property not remedied.

21.6.5. Liquidated Damages and costs incurred by COUNTY for extended construction administration.

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

21.6.7. Failure to perform Contract requirements.

21.7. Stored Materials and Equipment (located in an insured and bonded warehouse with prior approval of location from the County):

Article 22: Changes in the Work or Terms of Contract Documents

22.1. COUNTY may increase, decrease or otherwise modify the character or quantity of the Work or Contract Time. Any extra or additional Work or time within the scope of this Project must be accomplished by means of Change Orders or CPEAMs.

22.2. No modification, amendment, revision or alteration to the terms or conditions of this Contract shall be effective unless contained in a written document executed
with the same formality as this Contract, or pursuant to the terms herein, or as expressly authorized in the Procurement Code.

22.3. Prior to the COUNTY's issuance of either a Change Order or a CPEAM for extra Work or time, CONTRACTOR shall disclose any ownership relationships with any Subcontractors proposed to be doing the extra Work.

22.4. COUNTY may propose a change in the Work or may ask Contractor for a price for a potential change in the Work. Such requests are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.

22.5. CONTRACTOR shall submit an estimate within 14 calendar days after receipt of the proposal request. CONTRACTOR shall provide sufficient documentation to allow evaluation of the estimate, as well as a time impact analysis for any estimate that includes a proposed extension of the Contract Time. At a minimum, CONTRACTOR shall provide data in connection with the items included in "Cost of Work" in the Article, "Value of Changed Work."

22.6. The CONTRACTOR shall maintain its price quote for acceptance by the COUNTY for a minimum of 90 calendar days after submittal. The cost or credit to the COUNTY for any change in the work shall be determined in accordance with the provisions of the Contract Documents. The CONTRACTOR shall not be compensated for efforts expended in preparing and submitting price quotes.

Article 23: Field Orders and Supplemental Instructions

The COUNTY may issue Field Orders or Supplemental Instructions 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 to the Contract Base Amount or to the Contract Time.

Article 24: Allowance Accounts

24.1. Certain portions of Work which may be required to be performed by the CONTRACTOR under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item(s) entitled "Allowance Account(s)."

24.1.1. Allowance Accounts shall be used to reimburse the CONTRACTOR for the actual costs of permit fees, license fees, impact fees and inspection fees paid to any governmental entity in connection with the construction of the Project; for furnishing all labor, materials, equipment and services necessary for modifications or extra Work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve or address oversight in design, COUNTY oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays, and dispute avoidance and resolution; and for making final adjustments to estimated quantities shown on the Schedule of Prices Bid in the Bid Form to
conform to actual quantities installed.

24.1.2. Other Allowance Account(s) may be used as specified in the Contract Documents.

24.1.3. The values for Allowance Accounts, if any, are included in the awarded Contract Price, but are not chargeable against the Contract Price unless and until the CONTRACTOR is directed to perform work contemplated in the Allowance Account(s) by a written Contract Price Element Adjustment Memoranda CPEAM(s) issued by the COUNTY.

24.1.4. CPEAMs shall require the same documented support as Change Orders.

24.2. At such time as Work is to be performed under the Allowance Account(s), the Work shall be incorporated into the Construction Schedule and the Schedule of Values, and shall in all respects be integrated into the construction as a part of the Contract as awarded.

24.3. The CPEAM for the required Work will be issued by the COUNTY upon receipt from the CONTRACTOR of a satisfactory proposal for performance of the Work and the acceptance thereof by the COUNTY.

24.4. COUNTY may require the CONTRACTOR to solicit competitive bids from appropriate Subcontractors and materials suppliers for performance of the Work.

24.5. The amount of an Allowance Account may be increased by a Change Order. No CPEAMs shall be issued against an Allowance Account if such CPEAMs, in the aggregate, exceed the authorized amount of that Allowance Account, until that excess has been authorized by appropriate Change Order.

24.6. In the event that COUNTY and CONTRACTOR cannot agree on a price or time adjustment for proposed Work, a CPEAM may be issued using the undisputed value or time, and the CONTRACTOR may reserve a claim for the disputed amount and time. Any reserved claim must identify the scope of Work, the maximum amount to be claimed, and the maximum number of days claimed for each item of Work. Any claim not expressly reserved in this manner is waived. Any amount reserved by the CONTRACTOR will encumber the remaining balance in the Allowance Account until the claim is resolved. Any proposed Work item having a reserved claim that exceeds the remaining balance in an Allowance Account cannot be authorized by CPEAM, but must be authorized by Change Order.

24.7. At Final Acceptance, the Contract Price shall be decreased by Change Order to credit unexpended amounts under the Allowance Accounts.
Article 25: Change Orders and CPEAMs

25.1. Changes in the Contract Price 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.

25.2. Changes in the quantity or character of the Work within the scope of the Project, including all changes resulting in changes in the Contract Base Amount, or changes in the Contract Time, may be authorized by Change Orders or CPEAMs approved in advance.

25.3. CONTRACTOR shall not start work on any changes requiring an increase in the Contract Base Amount, Contract Price or the Contract Time until a Change Order or CPEAM setting forth the adjustments is approved by the COUNTY. Upon receipt of a Change Order or CPEAM approved by COUNTY, CONTRACTOR shall promptly proceed with the change in the Work involved.

25.4. No Change Order shall take effect until CONTRACTOR delivers a Consent of Surety increasing the Payment and Performance Bonds by the amount of the Change Order.

25.5. Under circumstances determined necessary by COUNTY, Change Orders may be issued unilaterally by COUNTY when approved by the Board of County Commissioners.

Article 26: Value of Changed Work

26.1. The value of any changed Work covered by a Change Order or CPEAM shall be determined in one of the following ways:

26.1.1. 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. Unit prices are understood to include a component for overhead and profit.

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

26.1.3. On the basis of the "Cost of Work," plus the CONTRACTOR's fee for Overhead and Profit.

26.2. Unit Price Calculation:

26.2.1. When unit prices are included in the Contract, 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 the bid is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Contract Documents, as may be amended by Change Order or CPEAM. Unit prices shall be full compensation for all costs, including overhead and profit, associated with
completion of the Unit in full conformity with the requirements as stated in the Contract Documents.

26.2.2. Unit prices shall be those described in the Contract Documents. To be compensable, units must be measured daily by the CONTRACTOR and approved in writing by the COUNTY.

26.2.3. In no event shall the CONTRACTOR be entitled to compensation greater than the aggregate amount of the unit price times the original bid quantity of Work shown in the Bid Form unless authorized by Change Order or CPEAM.

26.2.4. The CONTRACTOR shall not be entitled to any additional compensation if actual quantities of Work performed are less than the estimated quantities shown in the Bid Form.

26.2.5. All final measurements for unit price work shall be performed by the COUNTY which shall afford the CONTRACTOR an opportunity to witness or to participate in the calculation of measurements and to review all calculations relating to final measurements.

26.3. Lump Sum Calculation:

Lump sum price Change Orders or CPEAMs shall be based on the COUNTY's proposal request, CONTRACTOR's responsive estimate, and mutual agreement between the COUNTY and the CONTRACTOR. In cases where the COUNTY and the CONTRACTOR cannot mutually agree, the extra Work will be performed on a "Cost of Work" basis.

26.4. Cost of Work Calculation:

26.4.1. The term "Cost of the Work" shall mean the sum of those allowed direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order or CPEAM. Except as otherwise may be agreed to in writing by COUNTY, such costs shall include only the following items:

26.4.1.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order or CPEAM; payroll costs for employees not employed full time on the changed Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries or wages at straight or overtime rates plus the cost of applicable fringe benefits which shall include social security contributions, unemployment and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay. Employees shall not include superintendents and forepersons at the site. Overtime shall be included in the above only to the extent previously authorized by COUNTY in writing.
26.4.1.2. Cost of all materials and equipment furnished and incorporated in the changed Work including costs of transportation and storage. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall accrue to COUNTY.

26.4.1.3. The rental cost of any equipment used exclusively for the changed Work, if the equipment is not used for any other part of the Work.

26.4.1.4. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. COUNTY may direct CONTRACTOR to obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to COUNTY.

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

26.4.1.6. Royalty payments and fees for permits and licenses for changed Work when the permit or license is issued in the name of COUNTY.

26.4.1.7. Cost of premiums for additional bonds required because of changes in the Work, provided that no markup or fee will be paid on these costs.

26.4.2. The term "Cost of Work" shall not include Overhead and Profit or any of the following:

26.4.2.1. 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.

26.4.2.2. Costs to correct defective Work, disposal of materials or equipment wrongly supplied, and restoring any damage to property.

26.4.2.3. 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 changed Work.

26.4.2.4. Cost of materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools, which are consumed in the performance of the Work.

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

26.4.2.6. Cost of any item not expressly included in paragraph 26.4.1.
26.5. CONTRACTOR's fee for Cost of Work Overhead and Profit shall be as follows:

26.5.1. For allowed costs when the Work is performed by the CONTRACTOR's own forces, CONTRACTOR's fee shall be ten percent (10%) of the direct Cost of the Work excluding the cost of additional insurance and bonds.

26.5.2. For allowed costs incurred when the Work is performed by Subcontractors, CONTRACTOR's fee shall be seventeen and one half percent (17.5%) of the direct Cost of the Work excluding the cost of additional insurance and bonds. This fee shall be the maximum Overhead and Profit recoverable for changed Work by the CONTRACTOR and its Subcontractors, Sub-Subcontractors and suppliers at all tiers.

26.5.3. No fee shall be payable on items included in Overhead and Profit.

26.6. CONTRACTOR must support its request for payment under this section on a form acceptable to COUNTY with an itemized cost breakdown, and supporting data documenting payments. CONTRACTOR and the Subcontractor(s), as appropriate, shall maintain itemized daily records of costs, quantities and labor. Copies of such records, maintained as follows, shall be furnished to the COUNTY daily for approval, subject to audit.

26.6.1. Labor. On a daily basis, the CONTRACTOR and its Subcontractor(s) of any tier performing the Work shall submit records of the cost of labor attributed to the changed Work. The record shall include the name, classification, date, daily hours, total hours, rate and the extension for each laborer, tradesperson, and foreperson.

26.6.2. Materials and Equipment. CONTRACTOR shall maintain records on a daily basis for equipment and materials utilized in the changed Work as follows:

26.6.2.1. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of special machinery and equipment.

26.6.2.2. Quantities of materials, prices, and extensions.

26.6.2.3. Transportation of materials.

26.7. Each Change Order and CPEAM must state whether each item of changed Work is based upon unit price, negotiated lump sum, or "Cost of Work."

26.8. Each Change Order or CPEAM amount shall include all costs for the time associated with the changed Work, when the CONTRACTOR is entitled to Compensable Excusable Delay. No separate payment shall be made for delay or extensions to the Contract Time for the changed Work, and no reservation of claims for additional time by the CONTRACTOR shall be valid unless the
reservations includes the number of days reserved and the scope of Work associated with those days.

Article 27: Non-Excusable And Excusable Delays

27.1. The CONTRACTOR shall document its Claim for any Contract Time extension in accordance with the requirements of the Contract Documents. Failure of the CONTRACTOR to comply with all requirements as to any particular event of Project Delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all Claims resulting from that particular event of Project delay.

27.2. Non-Excusable Delay. Any Delay which extends the completion of the Work or portion of the Work beyond the Contract Time and which is caused by the act, fault or omission of the CONTRACTOR or any Subcontractor, materialman, supplier or vendor to the CONTRACTOR. Delays in obtaining permits caused by the CONTRACTOR's actions or lack of actions are Non-Excusable Delays. A Non-Excusable Delay shall not be cause for granting a Contract Time extension and shall subject the CONTRACTOR to Liquidated Damages.

27.3. Excusable Delay. An Excusable Delay may be compensable or non-compensable. The CONTRACTOR shall be entitled to Liquidated indirect costs for Compensable Excusable Delay, in accordance with the Contract Documents.

27.4. When the Work is extended beyond the Contract Time due to an Excusable Delay, a Change Order or a CPEAM must authorize an extension of the Contract Time. When the Excusable Delay is caused by authorized changed Work, the cost of the changed Work and the Excusable Delay shall be included in the same Change Order or CPEAM.

27.5. Compensable Excusable Delay:

27.5.1. The Delay is caused by circumstances beyond the control of the CONTRACTOR or its Subcontractors, materialmen, suppliers or vendors, and

27.5.2. The Delay is caused by an act or omission of the COUNTY, or of the CONSULTANT; provided however, Delays caused by permitting agencies are Non-Compensable Excusable Delays to the extent that such Delays were not caused by the CONTRACTOR; permitting Delays caused by the CONTRACTOR are Non-Excusable Delays, and

27.5.3. The Delay is not concurrent with a Non-Compensable Delay, and

27.5.4. The Delay is not the result of the performance of unit price Work, and

27.5.5. Except as provided in this Section, CONTRACTOR shall not be entitled to any damages for Delay.
27.6. Non-Compensable Excusable Delay:

27.6.1. The CONTRACTOR shall be entitled only to a time extension and no further compensation for Non-Compensable Excusable Delay.

27.6.2. Non-Compensable Excusable Delay may be caused by circumstances beyond the control of the CONTRACTOR, its Subcontractors, materialmen, suppliers and vendors, and is also caused by circumstances beyond the control of the COUNTY and the CONSULTANT, such as delay(s) caused by the permitting agencies, to the extent that such delays were not caused by the CONTRACTOR, or

27.6.3. Non-Compensable Excusable Delay may be caused jointly or concurrently by the CONTRACTOR or its Subcontractors, materialmen, suppliers or vendors and by the COUNTY or the CONSULTANT, or

27.6.4. Non-Compensable Excusable Delay may be caused by performance of additional unit price Work that extends the Contract Time.

27.7. Weather may be grounds for Non-compensable Excusable Delay 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 updated progress schedule.

27.8. In no event shall the CONTRACTOR be excused for interim Delays which do not extend the Contract Time or Milestones.

27.9. Nothing in this Contract shall be construed as waiving COUNTY’s right to Liquidated Damages for delays due to failure of Surety, Delays as a result of the CONTRACTOR’s failure to carry out the instructions of the COUNTY, or for any other Delays not specifically deemed to be Excusable Delay.

Article 28: Severe Weather

28.1. During such periods of time as are designated by the United States Weather Bureau as being a tropical storm watch or warning or 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 has given notice of same.

28.2. Compliance with any specific tropical storm or hurricane watch or warning precautions will not constitute additional Work.

Article 29: Notification and Claim for Change of Contract Time or Contract Base Amount

29.1. Any request for additional time or compensation shall be made by written notice to the COUNTY within two (2) days of the commencement of the event giving rise to the request. Within fourteen (14) days of the commencement of the event, or such longer period of time as authorized by the COUNTY in
writing, CONTRACTOR shall submit all documentation supporting the request for additional cost or time. The Claim shall include CONTRACTOR's written notarized certification of the Claim in accordance with the False Claims Ordinance, Sections 1-276, et seq., Broward County Code of Ordinances.

29.2. All requests and Claims for increases to the Contract Time or Contract Base Amount shall be waived if not submitted in strict accordance with the requirements of the Contract Documents, the satisfaction of which shall be conditions precedent to entitlement.

29.2.1. Each Claim must include a description of the disputed work, the amount sought by the CONTRACTOR and the number of days of Delay sought by the CONTRACTOR. The Claim must be accompanied by all job records supporting entitlement and the amounts and time sought. A time impact analysis shall be provided to support any claim for additional time. The COUNTY shall be entitled to review additional job records to evaluate the submitted claim.

29.3. 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 herein.

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

29.5. Reservation of Claim Amounts and Time.

29.5.1. The CONTRACTOR may reserve a timely-submitted Claim by executing a conditional release in a CPEAM or Change Order, which states the amount and time sought in the Claim and identifies the Scope of Work giving rise to the Claim. Unquantified amounts or time claimed will not preserve a Claim or a right to a Claim.

29.5.2. If the COUNTY agrees to pay a portion of a Claim, the CONTRACTOR may reserve the remaining portion of the Claim by executing a conditional release in a CPEAM or Change Order, which states the remaining amount and time sought in the Claim and identifies the Scope of Work giving rise to the Claim. Unquantified amounts or time claimed will not preserve a Claim or a right to a Claim.

29.5.3. CONTRACTOR may not refuse to complete work that is the subject of a dispute or a Claim. 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, CPEAM, or 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.

29.5.4. Each Change Order shall contain a release and waiver of all claims as of the date the CONTRACTOR signs the Change Order, except as specifically included in a reservation of claims within the Change Order. The reservation of Claims shall, as to each reserved individual Claim, state the amount and time sought in the Claim and identify the Scope of Work giving rise to the Claim. Any Claim not included in the reservation of Claims is waived and abandoned; and unquantified amounts or time are also waived and abandoned.

29.5.5. If any Claims remain unresolved at Substantial Completion, the parties shall participate in mediation within sixty (60) days. The mediation shall be confidential to the same extent as Court-ordered mediation under Florida law. The Mediator shall be mutually agreed upon by the parties. Should any Claim not be resolved in mediation, the parties retain all their rights and remedies under Florida law. Participation in mediation within the prescribed sixty (60) day period is a condition precedent to filing a lawsuit in connection with the Project. If a party which has not satisfied this condition precedent files a lawsuit in connection with this Contract, the party filing the lawsuit shall pay the other party's reasonable attorneys' fee and court costs to enforce the condition.

Article 30: Inspection and Testing

30.1. 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.

30.2. Field instructions shall not be effective to authorize deviations from the Contract Documents.

30.3. Should the Contract Documents, any Laws, ordinances, or any public authority require any of the Work to be specially tested or approved, CONTRACTOR shall give COUNTY timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than COUNTY, at least three (3) days' notice must be given prior to each test. Testing shall be made promptly, and, where practicable, at the source of supply. Work covered without approval of COUNTY must, if required by COUNTY, be uncovered for examination and properly restored at CONTRACTOR's expense.

30.4. COUNTY may order reexamination of any of the Work 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. If such Work is not in accordance with the Contract Documents, CONTRACTOR shall pay such cost.
30.5. CONTRACTOR shall perform its own quality control testing, at its own expense.

30.6. Except when otherwise specified in the Contract Documents, the expense of all tests requested by COUNTY shall be borne by COUNTY and performed by a testing firm chosen by COUNTY. The cost of any required test which CONTRACTOR fails shall be paid for by CONTRACTOR. COUNTY's test results will determine compliance with the Contract Documents.

30.7. 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.

Article 31: Defective Work and Non-Conforming Work

31.1. COUNTY shall reject defective Work. All materials and equipment furnished will be new unless otherwise specified and 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 authorized, may be considered defective.

31.2. 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 the cost of testing laboratories and personnel.

31.3. Should CONTRACTOR fail or refuse to remove or correct any defective Work in accordance with the requirements of the Contract Documents within the time indicated in writing by COUNTY, COUNTY may cause the defective Work to be removed or corrected 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. Additionally, COUNTY may terminate CONTRACTOR for cause.

31.4. If, within one (1) year after Substantial Completion or such longer period of time as may be prescribed by the Contract Documents, any of the Work is found to be not in accordance with the Contract Documents, CONTRACTOR, within ten (10) days after written notice from COUNTY, shall correct such defective or nonconforming Work without cost to COUNTY, or shall provide a plan acceptable to the COUNTY for the prompt correction of such defective or nonconforming Work. If CONTRACTOR fails to correct defective or nonconforming Work timely, COUNTY may charge CONTRACTOR for the cost of correction. 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.

31.5. 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, or waive COUNTY's rights with regard to latent defects.
31.6. Within 10 days after written notice from COUNTY, CONTRACTOR will correct all latent defects discovered within ten (10) years of Substantial Completion. CONTRACTOR will restore any Work disturbed in connection with the correction of defective work at no cost to the COUNTY.

31.7. The provisions of Florida Statutes Chapter 558 shall not apply to this Contract.

Article 32: Substantial Completion

32.1. When it is determined that the Work is substantially complete in accordance with the Contract Documents, a Certificate of Substantial Completion will be issued in the form included in these Contract Documents. As a condition of Substantial Completion, all of the following shall occur:

32.1.1. The COUNTY shall develop, and the CONTRACTOR shall review, the list of items of Work to be completed or corrected by CONTRACTOR to satisfy the requirements of the Contract Documents for Final Completion. 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.

32.1.2. CONTRACTOR shall deliver all executed warranties.

32.1.3. CONTRACTOR shall deliver all as-built drawings.

32.1.4. CONTRACTOR shall deliver operation and maintenance manuals.

32.1.5. CONTRACTOR shall deliver evidence that all permits have been satisfied and closed, and that a final certificate of completion or certificate of occupancy has been issued.

32.1.6. The Project can be used for its intended purpose.

32.1.7. CONTRACTOR shall satisfy all other requirements of the Contract Documents.

32.2. After Substantial Completion is established, CONTRACTOR may invoice for retainage provided that COUNTY will retain up to 150% of the value of the items to be corrected or completed by CONTRACTOR.
Article 33: Guarantees And Warranties

33.1. Guarantees and Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise provided and will be for a period of one (1) year unless otherwise provided in the Contract Documents.

33.2. The CONTRACTOR will correct all defects discovered within one (1) year (or longer period if provided in the Contract Documents) of the date of Substantial Completion. CONTRACTOR will commence repairs within ten (10) days after being notified by the COUNTY of the need for the repairs and will prosecute the repairs diligently until completed.

33.3. If the CONTRACTOR fails to act within ten (10) days, the COUNTY may have the repairs performed by others at the expense of the CONTRACTOR.

33.4. Written warranties furnished to the COUNTY are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law or the Contract Documents.

33.5. The CONTRACTOR shall also furnish any special guarantee or warranty called for in the Contract Documents.

Article 34: Clean Up

CONTRACTOR shall at all times keep the Project premises free from accumulation of waste materials or rubbish. At the completion of the Project, CONTRACTOR shall remove all of its waste materials and rubbish from and about the Project, as well as its tools, construction equipment, machinery and surplus materials. COUNTY may clean up and charge the cost to CONTRACTOR.

Article 35: Final Acceptance and Final Payment

35.1. CONTRACTOR shall notify COUNTY when the Work is ready for final inspection. COUNTY shall confirm that all punchlist items have been completed, final quantities of unit price items have been reconciled, the requisite documents have been submitted, the requirements of the Contract Documents have been fully satisfied, all credits due COUNTY are reconciled, and all conditions of the permits and regulatory agencies have been met.

35.2. Before requesting final payment, CONTRACTOR shall deliver to COUNTY: (i) a complete release of all Claims arising out of this Contract conditioned only upon receipt of Final Payment, (ii) 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, and (iii) a consent of the surety to Final Payment. The final payment package is to include the certification document titled, "FINAL LIST OF CERTIFIED (CBE or DBE) AND NONCERTIFIED SUBCONTRACTORS AND SUPPLIERS."

35.3. Final payment shall be made only after the COUNTY has reviewed and approved the Final payment package. CONTRACTOR's acceptance of final payment shall...
Article 36: Performance Bond and Payment Bond

36.1. Within fifteen (15) calendar days of being notified of the conditional award, and prior to issuance of the First Notice to Proceed, CONTRACTOR shall furnish a Performance Bond and a Payment Bond in the form included in the Contract Documents.

36.2. Each Bond shall be maintained in the amount of one hundred percent (100%) of the Contract. Each Bond shall be increased in the amount of any change to the Contract Price.

36.3. Each Bond shall continue in effect for one (1) year after Final Completion of the Work.

36.4. Qualification of Surety for Bonds over Five Hundred Thousand Dollars ($500,000.00):

36.4.1. Each bond must be executed by a surety company in good standing with the Florida Office of Insurance Regulation and adequate rating from A.M. Best indicated in these Contract Documents, 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.

36.4.2. 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.

36.4.3. 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:
Policy - Financial holder's Size

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</tbody>
</table>

36.4.4. 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 so certifying should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.

36.4.5. More stringent requirements may be specified in Division 1.

Article 37: Indemnification

37.1. 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 misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Contract. These indemnifications shall survive the term of this Contract.

37.2. Sums otherwise 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 38: Suspension of Work

38.1. The COUNTY has the right to suspend the Work wholly, or in part, for such period or periods it may deem necessary. COUNTY shall notify the CONTRACTOR in writing that it is suspending the Work and the effective date of such suspension.

38.2. If the COUNTY suspends the Work, the CONTRACTOR shall store all materials in such a manner that they will not become an obstruction, nor become damaged in any way, and it shall take every precaution to prevent damage or deterioration of the Work performed. The CONTRACTOR shall construct temporary structures where necessary to provide for traffic on, to, or from the Project location.

38.3. If the period of such suspension delays the Contract Time, such Delay may be considered a Compensable Excusable Delay.

Article 39: Termination

39.1. Termination for Cause by COUNTY- If CONTRACTOR breaches any provision of the Contract Documents; COUNTY may give written notice of the breach to CONTRACTOR and its Surety, allowing CONTRACTOR to cure the breach within ten (10) days. If CONTRACTOR fails to cure the breach within the ten (10) day period, COUNTY may terminate CONTRACTOR for cause and exclude CONTRACTOR from the Project site. At the end of the ten (10) day period, all materials and equipment left on the site are deemed abandoned by the CONTRACTOR. CONTRACTOR shall not be entitled to receive any further payment.

39.1.1. COUNTY may make demand on the Surety to complete the Work without further agreement (including but not limited to any takeover agreement). Alternatively, in its sole discretion, COUNTY may complete the Project, or any portion of the Project. All damages, costs, credits, 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 or Surety. In case the damages and expenses so incurred by COUNTY exceed the unpaid balance, then CONTRACTOR and Surety shall be jointly and severally liable and shall pay to COUNTY the amount of said excess. Termination for cause shall not extend the Contract Time. If a termination for cause shall be found by a court to be improper, then the termination shall be deemed to be a termination for convenience.

39.1.2. Without limiting the COUNTY’s right to terminate for cause stated in this Article, COUNTY may terminate CONTRACTOR for cause upon the occurrence of any of the following:

39.1.2.1. Disqualification of CONTRACTOR as a CBE/DBE firm by the COUNTY if CONTRACTOR’s status as CBE/DBE firm was a factor in the award of this Contract; or
39.1.2.2. Fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the CBE/DBE contractual obligations.

39.1.3. Materiality and Non-Waiver of Breach: Each requirement, duty, and obligation in the Contract Documents is material. 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 and approved by the County Commission or its designee. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach.

39.2. Termination for Convenience by COUNTY

This Contract may be terminated for convenience in writing by COUNTY upon at least ten (10) days' written notice to CONTRACTOR of intent to terminate on the date specified in the written notice, as follows:

39.2.1. CONTRACTOR shall be paid for all Work executed and actual expenses incurred prior to termination in addition to termination costs reasonably incurred by CONTRACTOR relating to commitments which had become firm prior to the termination. All expenses incurred shall be verified to the satisfaction of the COUNTY. No payment shall be made for Work not performed or for profit related to Work/services which have not been performed.

39.2.2. Upon receipt of Notice of Termination, 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. In addition, CONTRACTOR 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 40: Compliance With Laws

40.1. The CONTRACTOR shall at all times observe and comply with all laws, ordinances, codes, rules, regulations, orders, and decrees of any public body having jurisdiction in performing its duties, responsibilities, and obligations related to the Contract Documents.

40.2. CONTRACTOR shall pay all applicable taxes required by law.

Article 41: Permits and Fees

41.1. CONTRACTOR shall secure all permits required for the Work and arrange for all
inspections and similar procedural items as required by the authorities having jurisdiction. CONTRACTOR shall be reimbursed only for the actual amount of fees levied, as evidenced by paid receipt for the Permit invoice or other acceptable documentation from the permitting agency. Reimbursement to CONTRACTOR shall not include Overhead and Profit of CONTRACTOR.

41.2. CONTRACTOR shall 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 and Subcontractors working on the Project for whom a Certificate of Competency is required.

41.3. Impact fees levied by any authority having jurisdiction over the Work shall be paid by COUNTY. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee as evidenced by a paid receipt or other acceptable documentation issued by the authority having jurisdiction. Reimbursement to CONTRACTOR shall not include Overhead and Profit of CONTRACTOR.

41.4. CONTRACTOR shall obtain all necessary permits prior to commencing Work (unless otherwise provided by the Contract Documents), and shall maintain and comply with all permits during the progress of the Work.

Article 42: Royalties and Patents

All fees, royalties, and costs for any invention or patent that may be used in connection with the Work are included in the Contract Price.

Article 43: Applicable Law, Jurisdiction, Venue, and Waiver of Jury Trial

This Contract shall be governed by the laws of the State of Florida. Any action shall be brought in a Court of appropriate jurisdiction in Broward County, Florida, and venue shall be in Broward County Florida.

43.1. CONTRACTOR AND COUNTY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY LITIGATION RELATED TO THIS CONTRACT. CONTRACTOR SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT. If any party demands a jury trial in a lawsuit arising out of this agreement, that party shall pay the other party's reasonable attorney's fees and court costs incurred in contesting the demand.

43.2. 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.

Article 44: EEO and OESBD Compliance

44.1. No party to this Contract 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 requirements of the CBE/DBE Program, as applicable, 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 Contract, which shall permit COUNTY to terminate this Contract or to exercise any other remedy provided under this Contract, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.

44.2. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors 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 Contract, which may result in the termination of this Contract or such other remedy as COUNTY deems appropriate.

44.3. 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 Contract and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, 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.

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

Article 45: Notices

Whenever either party desires to give notice to the other, such notice shall be by email and must be followed by a written hard copy 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 shown in the Summary of Terms and Conditions until changed in writing in the manner provided in this Article.
SECTION 4 - SPECIAL PROVISIONS

Special Provisions begin on the next page.
NOT USED
SPECIAL PROVISION 1B: DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE

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

Projects receiving such funding must comply with USDOT Code of Federal Regulations 49 C.F.R. Part 26, the implementing rules of the above-noted agency, and with Broward County's Disadvantaged Business Enterprise Plan and the Broward County Business Opportunity Act of 2012, Ordinance 2012-33, as may be amended from time to time.

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

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

The CONTRACTOR has committed to 19.9 percent (19.9%) DBE Participation.

2. Prior approval of OESBD must be obtained to add or change a DBE subcontractor

3. COUNTY shall review each proposed modification to this Agreement that, by itself or aggregated with previous modifications, increases the Total Contract Price by ten percent (10%) or more of the initial Total Contract Price, for opportunities to include or increase participation of DBE already involved in the Contract. The CONTRACTOR shall demonstrate that it makes good faith efforts to include DBE participation in work resulting from any such modification, and shall report such efforts to the OESBD.

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

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

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

6.1 Compliance monitoring will be conducted to determine if the CONTRACTOR and its Subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the County imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26 and the County’s Business Opportunity Act of 2012, Ordinance 2012-33, as may be amended from time to time. Contract compliance will encompass monitoring for contract dollar achievement and DBE utilization. The OESBD shall have the authority to audit and monitor all contracts and contract related documents pertaining to Broward County projects.

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

6.3 The CONTRACTOR agrees to submit a Monthly DBE Utilization Report to the Contract Administrator with a copy to the OESBD, on DBE participation, which shall contain a record of payments made to its DBE Subcontractors.

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

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

6.6 Prompt Payment – The CONTRACTOR hereby agrees to pay its subcontractors and suppliers within ten (10) calendar days following receipt of payment from the County for work satisfactorily completed by the Subcontractors that is not disputed by the CONTRACTOR. The CONTRACTOR further agrees, if the CONTRACTOR has withheld retainage from its Subcontractors, to release such retainage upon satisfactory completion of all work to be performed by DBE Subcontractors. All retainage held for such completed work shall be paid by the CONTRACTOR to such Subcontractors within 30 days of the date work was satisfactorily completed, and pay same within ten (10) calendar days following receipt of payment of retained amounts from the COUNTY. A finding of nonpayment to Subcontractors and suppliers is a material breach of this contract.
SPECIAL PROVISION 2A: PREVAILING WAGE RATES

NOT USED
SPECIAL PROVISION 2B: DAVIS-BACON WAGE RATES

Federal Grant Projects

1. By virtue of the fact that the funding of this Project will be delivered in full or in part from the United States government through Broward County Aviation Department (BCAD) and (Federal Agency) referred to as Federal Aviation Administration (FAA) Grant No. 3-12-0025-067-2011, Federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in Federal Register or CFR.

2.Clauses, terms, or conditions required by federal grantor agency are hereby attached and made a part of the Contract Documents.
SPECIAL PROVISION 3: DOMESTIC PARTNERSHIP REQUIREMENT

NOT USED
SPECIAL PROVISION 4A: INSURANCE REQUIREMENTS

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.

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.

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

4. CONTRACTOR shall furnish to the COUNTY Representative, Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract. 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 the bid document, or as modified by COUNTY. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract.

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

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. 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.

8. Commercial General Liability with minimum limits of Five Hundred Thousand Dollars ($500,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and One Million Dollars ($1,000,000) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability policy, as filed by the Insurance Services Office, without restrictive endorsements excluding or limiting coverage for:

   Premises and/or Operations.

   Independent Contractors or Contractor's Owners Protection Liability which includes liability coverage for operations performed for the name of the insured by independent
and/or subcontractor(s) that is(are) hired, and acts or omissions of the named insured in connection with his/her general supervision of such operations.

Products and/or Completed Operations(Contractor shall maintain in force for 2 years after completion of all work required coverage for Products/Completed Ops, including Broad Form Property Damage)

Explosion/Collapse and Underground Hazard.

Broad Form Property Damage.

Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

COUNTY is to be expressly included as an Additional Insured in the name of Broward County with respect to liability (General / Excess Umbrella) for operations performed for the name of the insured by independent and/or subcontractor(s) that is (are) hired, and acts or omissions of the named insured in connection with his/her general supervision of such operations.

9. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars ($500,000 ), per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, as filed by the Insurance Services Office without restrictive endorsements excluding or limiting coverage for:

   Owned Vehicles. (if applicable)

   Hired and Non-Owned Vehicles. (if applicable)

   Employers’ Non-Ownership. (if applicable)

   Any Auto. (if applicable)

10. Workers’ Compensation Insurance to apply for all employees in compliance with the “Workers Compensation Law” of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:

   Employers’ Liability with minimum limits of Five Hundred Thousand Dollars ($500,000.00) each accident.

   If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

11. Professional Liability or equivalent Errors & Omissions Liability (including Internet Access Liability) shall be maintained with the limits of liability provided by such policy to be no less than (N/A) Dollars ($N/A) for each claim with a maximum deductible of not more than (N/A) Dollars ($N/A). CONTRACTOR shall maintain the claims made form coverage continuously in force for a minimum of (N/A) years following the Completion Date of this Agreement and shall annually provide Broward County with evidence of renewal coverage. CONTRACTOR is responsible for all deductibles in the event of a claim. CONTRACTOR/SUBCONTRACTOR shall maintain the claims made form coverage continuously in force for a minimum of two (2) years following the Completion Date of this Agreement.
Date of this Agreement and shall annually provide Broward County with evidence of renewal coverage. CONTRACTOR is responsible for all deductibles in the event of a claim. CONTRACTOR shall indicate the deductible for this coverage on its Certificate of Insurance.

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

12. Environmental Pollution Liability, which includes clean-up costs and Environmental Impairment Liability insurance coverages in the minimum amount of (N/A) Dollars ($N/A) per claim, subject to a maximum deductible of (N/A) Dollars ($N/A) per claim. Such policy shall include a (N/A) Dollars ($N/A) annual policy aggregate and name Broward County as additional insured. CONTRACTOR shall indicate the deductible for this coverage on its Certificate of Insurance.

13. CONTRACTOR agrees to endorse COUNTY as additional insured with either a CG 2020 Additional Insured – Owners, Lessees, or Contractors or CG 2026 Additional Insured – Owners, lessees, or Contractors --Scheduled Person Organization endorsement, or similar endorsements, to the Commercial General Liability. CONTRACTOR may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either the Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY as an "Additional Insured" on Umbrella or Excess Liability. The additional insured shall read "Broward County". The certificate holder address shall read "Broward County".

14. CONTRACTOR agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. 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.

15. 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.

16. Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation or non-renewal and/or restriction. COUNTY reserves the right to require a certified copy of such policies upon request.
NOT USED
NOT USED
NOT USED
SPECIAL PROVISION 7A: DISPUTE AVOIDANCE PANEL

NOT USED
SPECIAL PROVISION 7B: DISPUTE AVOIDANCE PANEL WITH CONSTRUCTION MANAGER FOR [TERMINAL MODERNIZATION PROGRAM OR OTHER PROJECTS/PROGRAMS EXCLUDING THE RUNWAY EXPANSION PROGRAM AND TERMINAL 4 EXPANSION]

NOT USED
SPECIAL PROVISION 7C: DISPUTE AVOIDANCE PANEL WITH CONSTRUCTION MANAGER FOR RUNWAY EXPANSION PROGRAM

NOT USED
SPECIAL PROVISION 7D: DISPUTE AVOIDANCE PANEL WITH CONSTRUCTION MANAGER FOR AIRPORT TERMINAL 4 EXPANSION

NOT USED
SPECIAL PROVISION 8: FAA CONTRACT PROVISIONS

Federal Aviation Administration Mandatory Contract Provisions

SECTION A

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

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

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

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

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

SECTION B

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

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

SECTION C

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

SECTION D

ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made.
and all pending matters are closed.

SECTION E

DISADVANTAGED BUSINESS ENTERPRISES

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

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from Broward County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Broward County. This clause applies to both DBE and non-DBE subcontractors.

SECTION F

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

SECTION G

BREACH OF CONTRACT TERMS

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

SECTION H

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.
SECTION I

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

SECTION J

VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
SECTION K

DAVIS BACON REQUIREMENTS

Updated 2/14/2012

1. Minimum Wages

   (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

   (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

   (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   (2) The classification is utilized in the area by the construction industry; and

   (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting
officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for
all laborers and mechanics working at the site of the work. Such records shall contain
the name, address, and social security number of each such worker, his or her
correct classification, hourly rates of wages paid (including rates of contributions or
costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types
described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours
worked, deductions made and actual wages paid. Whenever the Secretary of Labor
has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic
include the amount of any costs reasonably anticipated in providing benefits under a
plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the
contractor shall maintain records which show that the commitment to provide such
benefits is enforceable, that the plan or program is financially responsible, and that
the plan or program has been communicated in writing to the laborers or mechanics
affected, and records which show the costs anticipated or the actual costs incurred in
providing such benefits. Contractors employing apprentices or trainees under
approved programs shall maintain written evidence of the registration of
apprenticeship programs and certification of trainee programs, the registration of the
apprentices and trainees, and the ratios and wage rates prescribed in the applicable
programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is
performed a copy of all payrolls to the (write in name of appropriate federal agency) if
the agency is a party to the contract, but if the agency is not such a party, the
contractor will submit the payrolls to the applicant, sponsor, or owner, as the case
may be, for transmission to the (write in name of agency). The payrolls submitted
shall set out accurately and completely all of the information required to be
maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and
home addresses shall not be included on weekly transmittals. Instead the payrolls
shall only need to include an individually identifying number for each employee (e.g.,
the last four digits of the employee's social security number). The required weekly
payroll information may be submitted in any form desired. Optional Form WH–347 is
available for this purpose from the Wage and Hour Division Web site at
http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime
contractor is responsible for the submission of copies of payrolls by all
subcontractors. Contractors and subcontractors shall maintain the full social security
number and current address of each covered worker, and shall provide them upon
request to the (write in name of appropriate federal agency) if the agency is a party to
the contract, but if the agency is not such a party, the contractor will submit them to
the applicant, sponsor, or owner, as the case may be, for transmission to the (write in
name of agency), the contractor, or the Wage and Hour Division of the Department of
Labor for purposes of an investigation or audit of compliance with prevailing wage
requirements. It is not a violation of this section for a prime contractor to require a
subcontractor to provide addresses and social security numbers to the prime
contractor for its own records, without weekly submission to the sponsoring
government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance,"
signed by the contractor or subcontractor or his or her agent who pays or supervises
the payment of the persons employed under the contract and shall certify the
following:

(1) That the payroll for the payroll period contains the information
required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR
part 5, the appropriate information is being maintained under § 5.5
(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is
correct and complete;
(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which
its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance With Copeland Act Requirements.

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


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


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

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

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


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

10. Certification of Eligibility.

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

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


SECTION L

EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b)

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

3. The contractor will send to each labor union or representative of workers with which s/he has a SPECIAL PROVISION 8
collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION M

CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

Notice to Prospective Federally Assisted Construction Contractors

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

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

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

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

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

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

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

SECTION N

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION - 41 CFR PART 60-2

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

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

<table>
<thead>
<tr>
<th>Timetables</th>
<th>Goals for minority participation for each trade</th>
<th>(Vol. 45 Federal Register pg. 65984 10/3/80)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goals for female participation in each trade</td>
<td>(6.9%)</td>
<td></td>
</tr>
</tbody>
</table>

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

   The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award.
of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].

SECTION 0

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS - 41 CFR Part 60.4.3

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

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

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

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a
minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate
or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

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

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

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

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

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

SECTION P

TERMINATION OF CONTRACT

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

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

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

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

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

SECTION Q

CERTIFICATION REGARDING DEBAREMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.
SECTION R

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages.
In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.
The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.
The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

SECTION S

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

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c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

SECTION T

BUY AMERICAN PREFERENCES

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

1. Applying subsection 50101(a) is inconsistent with the public interest;
2. The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
3. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and final assembly occurs within the United States;
4. The inclusion of domestic material will increase the cost of the overall project by more than 25 percent.

As a condition of bid responsiveness, Bidder must indicate on the Buy American Certification whether it intends to meet Buy American requirements by only installing 100% United States made steel and manufactured products or if it intends to request a permissible waiver to Buy American preferences.
The following General Provisions apply to this solicitation:
Sections: 10, 40, 50, 70, 80 and 90.

Where portions of text have been lined through (example) this text has been deleted and does not apply to this project. Where portions of text have been added with bolding (example), this text has been added and is binding to this project. This process is utilized throughout the specifications and contract documents (excluding the plans).

Section 10 Definition of Terms

Whenever the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-01 AASHO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 ACCESS ROAD. The right of way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way, and airport buildings and facilities located in any of these areas, and includes a heliport.


10-08 AWARD. The acceptance, by the Owner, of the successful bidder's proposal.
10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY. Every day shown on the calendar.

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-18 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative.

10-19 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-20 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

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10-21 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-23 FORCE ACCOUNT. Force-account construction work is construction that is accomplished through the use of material, equipment, labor, and supervision provided by the Owner or by another public agency pursuant to an agreement with the Owner.

10-24 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-25 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-26 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

10-27 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminescent signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-28 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-29 MATERIALS. Any substance specified for use in the construction of the contract work.

10-30 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-31 OWNER. The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term "sponsor" shall have the same meaning.
meaning-as-the-term-"Owner."-Where-the-term-"Owner"-is-capitalized-in-this-document,-it-shall-mean-airport-owner-or-sponsor-only.

40-32 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

40-33 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

40-34 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

40-35 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

40-36 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

40-37 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

40-38 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the Owner.

40-39 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

40-40 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

40-41 SPONSOR. See definition above of "Owner."

40-42 STRUCTURES. Airport facilities such as bridges; culverts; catch basins; inlets; retaining walls; cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts; manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

40-43 SUBGRADE. The soil that forms the pavement foundation.

SPECIAL PROVISION 8
10-44 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-45 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-46 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-47 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-48 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-49 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10
Section 40 Scope of Work

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Consultant/Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Consultant/Engineer. Change orders for altered work shall include extensions of contract time where, in the Consultant/Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 OMITTED ITEMS. The Consultant/Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be nonperformed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order.
and shall contain any adjustment to the contract time that, in the Consultant/Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Consultant/Engineer to be in the Owner's best interest, he may order the Contractor to proceed with Extra Work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90.

Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-06 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies therefor) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire rescue equipment, or maintenance vehicles at the airport.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

SPECIAL PROVISION 8
The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/her option either:

a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the Engineer; or,

c. Use such material for his/her own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., he shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his/her use of such material so used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

SPECIAL PROVISION 8
It is understood and agreed that the Contractor shall make no claim for delays by reason of his/her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 FINAL CLEANING-UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and wood within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

END OF SECTION 40
Section 50 Control of Work

50-01 AUTHORITY OF THE ENGINEER. The Consultant/Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Consultant/Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Consultant/Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

The Consultant/Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, he will advise the Owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer’s determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer’s written orders.

For the purpose of this subsection, the term “reasonably close conformity” shall not be construed as waiving the Contractor’s responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer’s responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor’s prosecution of the work, when, in the Engineer’s opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term “reasonably close conformity” is also intended to provide the Engineer with the authority, after consultation with the FAA, to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but
will provide a finished product equal to or better than that intended by the requirements of the contract, plans, and specifications.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited standards for testing occur due to the timing of changing, editing, and replacing of standards. In the event the Contractor discovers any apparent discrepancy within standard test methods, he shall immediately call upon the Consultant/Engineer for his/her interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Consultant/Engineer for his/her interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with five copies each of the plans and specifications. He shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work.
being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper prosecution and control of the work contracted for under these specifications.

The Contractor must give weekly copies of the survey notes to the Engineer so that the Engineer may check them as to accuracy and method of staking. All areas that are staked by the Contractor must be checked by the Engineer prior to beginning any work in the area. The Engineer will make periodic checks of the grades and alignment set by the Contractor. In case of error on the part of the Contractor, or his/her employees, resulting in establishing grades and/or alignment that are not in accordance with the plans or established by the Engineer, all construction not in accordance with the established grades and/or alignment shall be replaced without additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses therewith. The cost thereof shall be included in the price of the bid for the various items of the Contract.

Construction Staking and Layout includes but is not limited to:

- Clearing and Grubbing-perimeter staking.
- Rough Grade slope stakes at 100-foot stations.
- Drainage Swales slope stakes and flow line blue tops at 50-foot stations.
- Subgrade blue tops at 25-foot stations and 25-foot offset distance (max.) for the following section locations.

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a. Runway—minimum 5 per station
b. Taxiways—minimum 3 per station
c. Holding apron areas—minimum 3 per station
d. Roadways—minimum 3 per station

Base Course blue tops at 25-foot stations and 25-foot offset distance (max.) for the following section locations:

a. Runway—minimum 5 per station
b. Taxiways—minimum 3 per station
c. Holding apron areas—minimum 3 per station

Pavement-areas:

a. Edge of pavement hubs and tacks (for stringline by Contractor) at 100-foot stations
b. Between Lifts at 25-foot stations for the following section locations:
   (1). Runways—each paving lane width
   (2). Taxiways—each paving lane width
   (3). Holding areas—each paving lane width
e. After finish paving operations at 50-foot stations
   (4). All paved areas—Edge of each paving lane prior to next paving lot
d. Shoulder and safety area blue tops at 50-foot stations and at all break points with maximum of 50-foot offsets

Fence lines at 100-foot stations

Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, VASIs, PAPIs, REILs, Wind Cones, Distance Markers (signs), pull boxes and manholes.

Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.

Painting and Striping layout (pinned with 1.5 in PK nails marked for paint Contractor. (All nails shall be removed after painting)

Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (that is, paving lane).

Note: Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to

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all or any part of the work and to the preparation, fabrication, or manufacture of the materials to
be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract.
Inspectors are not authorized to issue instructions contrary to the plans and specifications or to
act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his/her
representatives of any failure of the work or materials to conform to the requirements of the
contract, plans, or specifications and to reject such nonconforming materials in question until
such issues can be referred to the Engineer for his/her decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be
subject to inspection by the Consultant/Engineer. The Consultant/Engineer shall be allowed
access to all parts of the work and shall be furnished with such information and assistance by
the Contractor as is required to make a complete and detailed inspection.

If the Consultant/Engineer requests it, the Contractor, at any time before acceptance of the
work, shall remove or uncover such portions of the finished work as may be directed. After
examination, the Contractor shall restore said portions of the work to the standard required by
the specifications. Should the work thus exposed or examined prove acceptable, the
uncovering, or removing, and the replacing of the covering or making good of the parts removed
will be paid for as extra work; but should the work so exposed or examined prove unacceptable,
the uncovering, or removing, and the replacing of the covering or making good of the parts
removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized
representative of the Owner may be ordered removed and replaced at the Contractor's expense
unless the Owner's representative failed to inspect after having been given reasonable notice in
writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing
facilities, not the property of the (contract) Owner, authorized representatives of the owners of
such facilities shall have the right to inspect such work. Such inspection shall in no sense make
any facility owner a party to the contract, and shall in no way interfere with the rights of the
parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not
conform to the requirements of the contract, plans, and specifications will be considered
unacceptable, unless otherwise determined acceptable by the Consultant/Engineer as
provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this
section.

Unacceptable work, whether the result of poor workmanship, use of defective materials,
damage through carelessness, or any other cause found to exist prior to the final acceptance of
the work, shall be removed immediately and replaced in an acceptable manner in accordance
with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of
Section 70.

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No removal work made under provision of this subsection shall be done without lines and grades having been given by the Consultant/Engineer. Work done contrary to the instructions of the Consultant/Engineer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Consultant/Engineer made under the provisions of this subsection, the Consultant/Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.
Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Consultant/Engineer to make final inspection of that unit. If the Consultant/Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Consultant/Engineer and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Consultant/Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Consultant/Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Consultant/Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Consultant/Engineer in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Consultant/Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Consultant/Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Consultant/Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

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50-17 COST REDUCTION INCENTIVE. The provisions of this subsection will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

On projects with original contract amounts in excess of $100,000, the Contractor may submit to the Consultant/Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal.

Not eligible for cost reduction proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

a. A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each;

b. An itemization of the contract requirements that must be changed if the proposal is adopted;

c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes;

d. A statement of the time by which a change order adopting the proposal must be issued;

e. A statement of the effect adoption of the proposal will have on the time for completion of the contract; and

f. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.

The Contractor may withdraw, in whole or in part, any cost reduction proposal not accepted by the Consultant/Engineer, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the Consultant/Engineer to consider any cost reduction proposal that may be submitted.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order incorporating the cost reduction proposal has been issued. If a change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such cost reduction proposal shall be deemed rejected.

The Consultant/Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the Consultant/Engineer may disregard the contract
bid prices if, in the Consultant/Engineer's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.

The Owner may require the Contractor to share in the Owner's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the Owner to deduct the cost of investigating a cost reduction proposal from amounts payable to the Contractor under the contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a contract change order that shall specifically state that it is executed pursuant to this subsection. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted and shall include any conditions upon which the Consultant/Engineer's approval is based. The change order shall also set forth the estimated net savings attributable to the cost reduction proposal. The net savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and the Owner.

The Contractor's 50 percent share of the net savings shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work.

Acceptance of the cost-reduction proposal and performance of the cost-reduction work shall not extend the time of completion of the contract unless specifically provided for in the contract change order.

END OF SECTION 50
Section 70 Legal Regulations and Responsibility to Public

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

Owner (Utility or Other Facility)
Location (See Plan Sheet No.)
Person to Contact (Name, Title, Address and Phone)

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all

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necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-06 FEDERAL AID PARTICIPATION. For AIP contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the United States Code (USC) and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his/her health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area shall be...
a maximum of 18 in high. Unless otherwise specified, barricades shall be spaced not more than
25 feet apart. Barricades, warning signs, and markings shall be paid for under Section 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades,
warning signs, lights and other traffic control devices in reasonable conformity with the Manual
of Uniform Traffic Control Devices for Streets and Highways (published by the United States
Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the
Contractor shall furnish, erect, and maintain temporary markings and associated lighting
conforming to the requirements of AC 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open
trenches, excavations, temporary stock piles, and his/her parked construction equipment that
may be hazardous to the operation of emergency fire rescue or maintenance vehicles on the
airport in reasonable conformance to AC 150/5340-2, Operational Safety on Airports During
Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in
reasonable conformance to AC 150/5340-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards
prior to commencing work that requires such erection and shall maintain the barricades, warning
signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame-type lights shall not be permitted within the air operations areas of the airport.

70-09 USE OF EXPLOSIVES. When the use of explosives is necessary for the prosecution of
the work, the Contractor shall exercise the utmost care not to endanger life or property,
including new work. The Contractor shall be responsible for all damage resulting from the use of
explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances,
and all such storage places shall be clearly marked. Where no local laws or ordinances apply,
storage shall be provided satisfactory to the Consultant/Engineer and, in general, not closer
than 1,000 feet (300 m) from the work or from any building, road, or other place of human
occupancy.

The Contractor shall notify each property owner and public utility company having structures or
facilities in proximity to the site of the work of his/her intention to use explosives. Such notice
shall be given sufficiently in advance to enable them to take such steps as they may deem
necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the
airport property.
70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Consultant/Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Consultant/Engineer and the Owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his/her surety may be held until such suits, actions, or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of
the work on or before the date specified or as otherwise specified. The Contractor shall make
his/her own estimate of the difficulties involved in arranging his/her work to permit such
beneficial occupancy by the Owner as described below:

<table>
<thead>
<tr>
<th>Phase or Description</th>
<th>Required Date or Sequence of Owner's Beneficial Occupancy</th>
<th>Work Shown on Plan Sheet</th>
</tr>
</thead>
</table>

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his/her expense.

The Contractor shall make his/her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor shall be required to conform to safety standards contained AC-150/5370-2, Operational Safety on Airports During Construction (See Special Provisions.)

Contractor shall refer to the approved safety plan to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.
if the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings, and sodding furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans, and the owners are indicated as follows:

Utility Service or Facility
Person to Contract (Name, Title, Address, & Phone)
Owner's Emergency Contact (Phone)

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Consultant/Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her plan of operation. If, in the Contractor's opinion, the owner's assistance is needed to locate the utility service or facility or the presence
of a representative of the owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Consultant/Engineer.

The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Consultant/Engineer within 3 feet (90 cm) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Consultant/Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Consultant/Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/her surety.

70-15.1 FAA FACILITIES AND CABLE RUNS. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the prosecution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall notify the above named FAA Airway Facilities Point of Contact seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If prosecution of the project work requires a facility outage, the Contractor shall contact the above named FAA Point of Contact a minimum of 48 hours prior to the time of the required outage.

d. If prosecution of the project work results in damages to existing FAA equipment or cables, the Contractor shall repair the damaged item in conformance with FAA Airway Facilities' standards to the satisfaction of the above named FAA Point of Contact.

e. If the project work requires the cutting or splicing of FAA owned cables, the above named FAA Point of Contact shall be contacted a minimum of 48 hours prior to the time the
eable work commences. The FAA reserves the right to have a FAA Airway Facilities representative on-site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA Airway Facilities' specifications and require approval by the above-named FAA Point of Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA Airway Facilities restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA Airway Facilities, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his/her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 NO-WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the owner's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume his/her operations or to suspend operations as directed.

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Should the Owner order suspension of the Contractor’s operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70
Section 80 Prosecution and Progress

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

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

The Contractor shall perform, with his organization, an amount of work equal to at least [] percent of the total contract cost.

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

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

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

For AIP contracts, the Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS (AOA) of the airport.

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When the work requires the Contractor to conduct his/her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor’s operations in the AOA until the satisfactory conditions are provided. The following AOA cannot be closed to operating aircraft to permit the Contractor’s operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

- AOA
- Time periods AOA can be closed
- Type of communications required when working in an AOA
- Control authority

Contractor shall be required to conform to safety standards contained in AC-150/5370-2, Operational Safety on Airports During Construction (See Special Provisions).

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All Contractors’ operations shall be conducted in accordance with the project safety plan and the provisions set forth within the current version of Advisory Circular 150/5370-2. The safety plan included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a plan that details how it proposes to comply with the requirements presented within the safety plan.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks of the safety plan measures to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the safety plan and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved safety plan unless approved in writing by the Owner or Engineer.

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

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

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

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

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

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

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Consultant/Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Consultant/Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Consultant/Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Consultant/Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.
80-05 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

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

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

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

The Engineer shall base his/her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double shift, 12 hours shall be used. Should the normal work force be on a triple shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of
the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time:

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

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

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

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

b. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

e. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded which could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

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80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his/her contract.

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<tr>
<th>Schedule</th>
<th>Liquidated-Damages Cost</th>
<th>Allowed-Construction-Time</th>
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The maximum construction time allowed for Schedules [ ] will be the sum of the time allowed for individual schedules but not more than [ ] days. (Note: this paragraph will be modified for each project.)

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

a. Fails to begin the work under the contract within the time specified in the “Notice to Proceed,” or

b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the prosecution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Consultant/Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor’s surety as to the reasons for considering the Contractor in default and the Owner’s intentions to terminate the contract.

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If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Consultant/Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Consultant/Engineer will be required for the completion of said contract in an acceptable manner.

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

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

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

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

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

**80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS.** The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of [ ] feet from the centerline of an SPECIAL PROVISION 8
active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within [ ] feet of an active runway at any time.

END OF SECTION 80
Section 90 Measurement and Payment

90-04 MEASUREMENT OF QUANTITIES: All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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

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

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

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

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

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

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

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

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (15°C) or will be corrected to the volume at 60°F (15°C) using ASTM D 1250 for asphalts or ASTM D 633 for tar.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

Timber will be measured by the thousand feet board measure (MBFM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector.
before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (22.7 kg) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales “overweighing” (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighing accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

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

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

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

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

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

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

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

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

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

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

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed-upon allowance for overhead and profit.

   a. Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

   b. Comparison of Record. The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

   c. Statement. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

(1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

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

(4) Transportation of materials.

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

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

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

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Consultant/Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner.
delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the Consultant/Engineer at or on an approved site.

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

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

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

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

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

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

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

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

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

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

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

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

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

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer’s final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or

SPECIAL PROVISION 8
supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

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

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

END OF SECTION 90
NOT USED
NOT USED
NOT USED
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 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 BCAD's request, depending on the particulars of the project/s. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's/Contractor's written explanation.
8) All CAD and GIS files shall meet FAA/NGS spatial accuracy requirements and be georeferenced as follows:

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

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

(C) 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.

(D) 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.

(E) 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.

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.

(F) Delivery Media and Format: Submit copies of all CADD/GIS/PDF data and other electronic files developed

1) 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 systems 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.

(G) 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.

(H) 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 filename 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.

(I) 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.

(J) 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.

(K) 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.
SPECIAL PROVISION 13: CONTRACTOR AND SUBCONTRACTORS FORMS AND AFFIDAVITS

Forms begin on the next page.
# FORM GC-1: MONTHLY DBE UTILIZATION REPORT

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**MONTHLY DBE UTILIZATION REPORT**

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**SUBCONTRACTING INFORMATION TO BE SUBMITTED MONTHLY TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

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<th>Gender</th>
<th>Ethnic Category</th>
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**Total Amt Paid to DEB Firms**

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<tr>
<th>NON-DEB Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of Work Completed To Date</th>
<th>Amt. Paid This Period</th>
<th>Amt. Paid To Date</th>
<th>Gender</th>
<th>Ethnic Category</th>
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**Total Amt paid to Non-DEB Firms**

- Black American - B
- Hispanic American - H
- Asian American - A
- Native American - NA
- Non-Hispanic Woman - W

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

Signature

Date

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

[Signature]

[Date]

**SPECIAL PROVISION 13**

Z1181703C1 / Residential Sound Insulation – Group 3600D
### FORM GC-2: FINAL DBE UTILIZATION REPORT

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**
**FINAL DBE UTILIZATION REPORT**

<table>
<thead>
<tr>
<th>CONTRACT:</th>
<th>CONTRACT AMT:</th>
<th>DATE FORM SUBMITTED:</th>
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<tr>
<th>PROJECT TITLE:</th>
<th>PROJECT COMPLETION DATE:</th>
<th>ACT. PAID TO PRIME:</th>
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<tr>
<th>PRIME CONTRACTOR:</th>
<th>PERIOD ENDING:</th>
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<th>CONTACT PERSON:</th>
<th>TELEPHONE #:</th>
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**SUBCONTRACTING INFORMATION**

All Payments made to DBE Firms must be reported on this form.

<table>
<thead>
<tr>
<th>DBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of Work Completed To Date</th>
<th>Amt. Paid This Period</th>
<th>Amt. Paid To Date</th>
<th>Gender</th>
<th>Ethnic Category</th>
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</table>

Total Amt. Paid to DBE Firms

<table>
<thead>
<tr>
<th>NON-DBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of Work Completed To Date</th>
<th>Amt. Paid This Period</th>
<th>Amt. Paid To Date</th>
<th>Gender</th>
<th>Ethnic Category</th>
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</tr>
</tbody>
</table>

Total Amt. paid to Non-DBE Firms

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**SPECIAL PROVISION 13**

Z1181703C1 / Residential Sound Insulation – Group 38000

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**CON-3-15-2013**
FORM GC-3: STATEMENT OF COMPLIANCE (DAVIS BACON 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 (not federally funded) or Davis Bacon Act (federally funded) 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_.

(SIGNATURE OF NOTARY)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires: __________________________

(Serial number, if any)

SPECIAL PROVISION 13
Z1181703C1 / Residential Sound Insulation – Group 3800D  Page 138 of 156  CON-3-15-2013
FORM GC-4 CONSENT OF SURETY – SUBCONTRACTOR CLAIMS

Consent of Surety to Pay Application for Payment

PROJECT NAME: ___________________ PROJECT NO.:_____
CONTRACTOR: ______________________________________
A/E CONSULTANT: ________________________ 
Attachment to Application for Payment No. _______ dated ______
in the amount of $__________

TO: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

The Surety Company, ___________________
(insert full name or legal title and address of Surety)
on the Bond of the Contractor listed above, hereby approves this payment to the Contractor. Said
payment shall not relieve the Surety Company of any of its obligations to Broward County,
including the Security from any and all liens, claims, or demands whatsoever that may now exist or
be made in the future by any Subcontractor or material suppliers against this project and Contract.

This Consent of Surety recognizes that claims have been made by the following Subcontractors
and material suppliers against the Contract in the amounts listed below:

(Subcontractor/material supplier name and telephone number) (amount of claim)

__________________________________________ _______________________
__________________________________________ _______________________
__________________________________________ _______________________
__________________________________________ _______________________ 

( ) attached find additional listed names/amounts on pages 2 thru ______

The Surety recognizes that releases of lien or releases and assignment of claim have not been
requested or received from all the Subcontractors and material suppliers for this facility.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this _____ day of
____________________, 20_____.

Attest:
Witnesses:
__________________________________________ Signature of Authorized
Representative
__________________________________________ Title: _____________________________
(Seal)

Attachment: Surety Power of Attorney

SPECIAL PROVISION 13
Z1181703C1 / Residential Sound Insulation – Group 3600D Page 139 of 156 CON-3-15-2013
**FORM GC-5 CONSENT OF SURETY – CHANGE ORDER**

4. The surety (co-sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended. The principal and surety (co-sureties) further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by dollars ($ ). However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below.

<table>
<thead>
<tr>
<th>S. NAME OF SURETY(IES)</th>
<th>6. INCREASE IN LIABILITY LIMIT UNDER PERFORMANCE BOND</th>
<th>7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>$</td>
<td>$</td>
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<tr>
<td>B.</td>
<td>$</td>
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<tr>
<td>C.</td>
<td>$</td>
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</tbody>
</table>

**INDIVIDUAL PRINCIPAL**

<table>
<thead>
<tr>
<th>A. BUSINESS ADDRESS</th>
<th>B. SIGNATURE</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>(Affix Seal)</td>
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</table>

**CORPORATE PRINCIPAL**

<table>
<thead>
<tr>
<th>A. CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS</th>
<th>B. PERSON EXECUTING CONSENT (Signature)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>(Affix Seal)</td>
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<thead>
<tr>
<th>A. CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS</th>
<th>B. PERSON EXECUTING CONSENT (Signature)</th>
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<tbody>
<tr>
<td>B.</td>
<td>(Affix Seal)</td>
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<thead>
<tr>
<th>A. CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS</th>
<th>B. PERSON EXECUTING CONSENT (Signature)</th>
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<tr>
<td>C.</td>
<td>(Affix Seal)</td>
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</table>

Add similar signature blocks on the back of this form if necessary for additional co-sureties.

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**SPECIAL PROVISION 13**

Z181703C1 / Residential Sound Insulation – Group 38000

Page 140 of 156

CON-3-15-2013
To (COUNTY): ____________________________
Consultant: ______________________________
Contractor: ______________________________
Contract No. ____________________________
Project (Name and Address): ____________________________
Notice to Proceed Date: __________ Date of Issuance: __________
Project or Designated Portion Shall Include:

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by 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:

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 County Representative, 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 County Representative ____________________________ DATE __________

SPECIAL PROVISION 13
FORM GC-7: CERTIFICATION OF PAYMENTS TO SUBCONTRACTOR

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:

<table>
<thead>
<tr>
<th>Subcontractor name and address</th>
<th>Date of disputed invoice</th>
<th>Amount in dispute</th>
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Dated __________, 20___

By ___________________  By ___________________
(Signature) (Name and Title)

STATE OF ____________________________
COUNTY OF __________________________

Acknowledged before me this _____ day of __________, 20___, by __________________ who is personally known to me or who has produced __________________ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of __________, 20___.

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

________________________
(Title or rank)

My commission expires: ________________________________

(Serial number, if any)

SPECIAL PROVISION 13
Z1181703C1 / Residential Sound Insulation – Group 3800D  Page 142 of 156  CON-3-15-2013
FORM GC-8: SUBCONTRACTOR RELEASE OF CLAIM

Broward County, Florida

The undersigned subcontractor, pursuant to the terms of Contract No. _________ between Broward County, Florida and ___________________________ (Contractor) for ___________________________, hereby releases Broward County and Contractor from any and all claims arising under or by virtue of said subcontract or any modification or change thereof through ___________ (date), except as follows: (Here list any claims against the Contractor and the amounts thereof. If none, so state.)


Witness the signature and seal of the undersigned this ___ day of ____________, 20____

______________________________

WITNESS:

______________________________

(Signature)

Company Name

______________________________

(Signature)

Printed Name & Title

______________________________

Printed Name

______________________________

SUBCONTRACTOR (Seal)

______________________________

(Signature)

Company Name

______________________________

Printed Name & Title

______________________________

Printed Name

SPECIAL PROVISION 13
FORM GC-8.1: CONTRACTOR PARTIAL RELEASE OF CLAIMS

Broward County, Florida

The undersigned Contractor, pursuant to the terms of Contract No. _________ between Broward County, Florida and __________________________ (Contractor) for __________________________________________________________________________________________ located at: __________________________________________________________________________________________ hereby releases Broward County from any and all claims arising under or by virtue of said contract or any modification or change thereof through _______ (date), except as follows: (Here list any claims against the County and the amounts thereof. If none, so state.)

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

Witness the signature and seal of the undersigned this ___ day of __________________, 20___

______________________________
WITNESS: __________________________________________________________________________

 (Signature) __________________________________________________________________________

Company Name

(Seal) __________________________________________________________________________

Printed Name __________________________

(Signature) __________________________________________________________________________

(Signature) __________________________________________________________________________

Printed Name & Title __________________________

Printed Name __________________________

SPECIAL PROVISION 13

Z1181703C1 / Residential Sound Insulation – Group 3800D Page 144 of 156 CON-3-15-2013
FORM GC-8.2: SUBCONTRACTOR FINAL RELEASE OF CLAIMS

Broward County, Florida

The undersigned subcontractor, pursuant to the terms of Contract No. ______ between Broward County, Florida and ______________________________ (Contractor) for ______________________________

located at: ________________________________________, and in consideration of the receipt of Final Payment in the amount of $__________, hereby releases Broward County and Contractor from any and all claims arising under or by virtue of said subcontract or any modification or change thereof.

Witness the signature and seal of the undersigned this ___ day of ______________, 20___

_____________________.

WITNESS: SUBCONTRACTOR

(Signature) ____________________________

Company Name ____________________________

(Signature) ____________________________

Printed Name & Title ____________________________

(Signature) ____________________________

Printed Name ____________________________

(Signature) ____________________________

Printed Name ____________________________
The undersigned Contractor, pursuant to the terms of Contract No. _______ between Broward County, Florida and _____________________________ (Contractor) for located at: _____________________________, and in consideration of the receipt of Final Payment in the amount of $___________, hereby releases Broward County from any and all claims arising under or by virtue of said contract or any modification or change thereof.

Witness the signature and seal of the undersigned this ____ day of ________________, 20__

________________________________

WITNESS: CONTRACTOR

(Signature) (Seal)

Company Name

(Signature)

Printed Name & Title

Printed Name

Printed Name
FORM GC-9: FINAL LIST OF CERTIFIED (DBE) AND NON-CERTIFIED
SUBCONTRACTORS AND SUPPLIERS

To: CONTRACTOR Name

From: Broward County Purchasing Division

Subject: Final List of Subcontractors/Sub-vendors

Re: Project Title, Contract Number

For tracking purposes, the attached list of 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 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.

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT THE INFORMATION PROVIDED
HEREIN IS TRUE AND CORRECT.

The foregoing instrument was acknowledged before me this ___ day of ____________, 2____.

By________________________________________ (Print Name) as ________________________ (Title)
of _____________________________ (Prime Vendor), known to me to be the
person described herein, or who produced ________________________ as identification, and
who did/did not take an oath.

Notary Public:

________________________________________ (Signature)

________________________________________ (Print Name)

(Seal)

Commission No: _______ Expires: ___/___/___

State of ________________________ at Large
<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME</th>
<th>CERTIFIED CBE/DBE</th>
<th>NON CERTIFIED</th>
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<tbody>
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FORM GC-10: PERFORMANCE BOND

BY THIS BOND, We ________________________________, as Principal, hereinafter called CONTRACTOR, and ________________________________, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of ____________________________ Dollars ($ ____________) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1) Performs the Contract between CONTRACTOR and COUNTY for construction of ________________________________, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

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

3) Performs the guaranties 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
FORM GC-10: PERFORMANCE BOND (continued)

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____.

<table>
<thead>
<tr>
<th>INSURANCE COMPANY: Agent and Attorney-in-Fact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address, City, State, Zip Code</td>
</tr>
<tr>
<td>Street</td>
</tr>
<tr>
<td>Telephone Number</td>
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</tbody>
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<tr>
<th>CORPORATE SECRETARY ATTEST:</th>
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<tbody>
<tr>
<td>(affix Corporate Seal or 2 Witnesses below)</td>
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<tr>
<td>(Witness)</td>
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<td>(Witness)</td>
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</tbody>
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<tr>
<th>CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name of Contractor)</td>
</tr>
<tr>
<td>(Signature)</td>
</tr>
<tr>
<td>(Print Name and Title of Signer)</td>
</tr>
<tr>
<td>Day of _______<em><strong>, 20</strong></em></td>
</tr>
</tbody>
</table>
FORM GC-11: 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

SPECIAL PROVISION 13
Z1181703C1 / Residential Sound Insulation – Group 38000D     Page 151 of 156     CON-3-15-2013
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__.
FORM GC-11: 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.: _____________________
FORM GC-12: 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; that ________________________, who signed the Bond 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 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)

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 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 ____________________________
ADDENDUM NO. 1

Solicitation No.: Z1181703C1
Solicitation Title: Residential Sound Insulation – Group 38000

Date Of Addendum: November 14, 2013

Attention all potential bidders:

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

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

1. The Bid Opening Date has been revised as follows: December 11, 2013 at 2:00 p.m. Location remains the same.

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

NAME OF COMPANY: ___________________________________________
ADDENDUM NO. 2

Solicitation No.: Z1181703C1
Solicitation Title: Residential Sound Insulation – Group 3800D

Date Of Addendum: November 26, 2013

Attention all potential bidders:

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

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

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

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

1. The Bid Opening Date remains as December 11, 2013 at 2:00 p.m.

2. Corrections to technical specification Volume 1:
   Specification 238126, Section 2.2.A.2.b and c replace the sentences to read:
   b. For units below 4 tons: Single speed compressor motor with manual reset high-pressure switch and automatic reset low-pressure switch.
   c. For units 4 Tons and above: Two speed compressor motor with manual reset high-pressure switch and automatic reset low-pressure switch.

3. Corrections to Volume 3 details:
   MS-1 and MS-2, The condensing unit (CU) and air handling unit (AHU) model numbers which were used as the basis of design are those listed in the table below.

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<th>EER</th>
<th>CU MODEL #</th>
<th>AHU MODEL #</th>
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</table>

4. **Question:** Basis of design for Ductless Split Systems in equipment schedules for individual homes is EMI. Effective September 1, 2013 EMI no longer meets "Buy America" provision of the Bid Documents. To the best of our knowledge there is currently no manufacturer of Ductless Split Systems which meet "Buy America." Please advise how we should address this issue in our bid.

**Answer:** The design of the mini-split system was based on EMI units and is reflected in the mechanical schedules. At the time the design was undertaken and completed, EMI was an approved manufacturer under "Buy America" requirements. The specifications do not specify any specific manufacturer to use for these systems. The bidder must provide a system that meets the technical requirements set forth in the bid documents. Additionally, the bidder should review the Buy America certification contained within the bid documents (Form 14) and check the appropriate box regarding compliance with the Buy American preferences. The form allows for the bidder to state they cannot fully comply and identifies the necessary steps to be taken should they be the selected contractor. Broward County is aware of lack of available equipment which meets the Buy America requirements and is preparing a request for waiver of Buy America requirements.

5. **Question:** Basis of design in equipment schedule for individual homes for HVAC Split System is Trane. Effective August 2013, Trane equipment no longer meets "Buy America" provision of the Bid Documents. The specified basis of design Trane condenser for 4-tons on the equipment schedule is 4TTX and is single speed. Specification 238126, Section 2.2.A.2.c indicates condensers of 4 Tons or more are to be two-speed. Please clarify whether condensers of 4 tons must be two-speed.

**Answer:** The design of the HVAC split system was based on Trane equipment and is reflected in the mechanical schedules. At the time the design was undertaken and completed, Trane was an approved manufacturer under "Buy America" requirements. The specifications do not specify any specific manufacturer to use for these systems. The bidder must provide a system that meets the technical requirements set forth in the bid documents. Additionally, the bidder should review the Buy America certification contained within the bid documents (Form 14) and check the appropriate box regarding compliance with the Buy American preferences. The form allows for the bidder to state they cannot fully comply and identifies the necessary steps to be taken should they be the selected contractor.

6. **Question:** In reviewing HVAC equipment requirements we noticed that Specification 238126 provided to us in hard copy bound Bid Documents does not match the 238126 Specification contained on the Bid Document CD. Specifically, the CD lists potential equipment manufacturers, whereas the hard copy you provided us does not list potential equipment manufacturers.

**Answer:** Please refer to section 238126 of the hard copy bid documents for the correct language. There are no manufacturers listed for the HVAC equipment. Bidders are to provide a product based upon the information contained within the technical specifications. The bid document CD contained a previous version of the document and should be disregarded. A new CD will be provided to each plan holder.

7. **Question:** Is the Contractor responsible for expenses related to the removal and reinstallation of security systems contacts? If so, will a change order be accepted by the Owner for that expense?

**Answer:** The awarded Contractor is responsible for all costs associated with removal and reinstallation of the security system. See Volume 1, Section 01 7300, Execution – Section 3.04 Security Systems.

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

**NAME OF COMPANY:** ____________________________________________

Addendum Form 3 (rev 08/2012)  
A Service of the Broward County Board of County Commissioners  
INVITATION FOR BID
FOR THE FOLLOWING PROJECT:

Residential Sound Insulation – Group 3800D

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

BID/CONTRACT NO.: Z1181703C1
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,

[Signature]
Brande J. Billingsley, Director
Broward County Purchasing Division
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SECTION 1: 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:

Residential Sound Insulation Program. This project involves sound insulation of 89 residential units and provides acoustical improvements in each home. This includes the installation of new acoustical windows, doors, associated hardware, weather-stripping and caulking. Some units may include the installation or replacement of ventilation systems, related electrical work, selective demolition and removal of existing items, patching and finishing of disturbed areas, asbestos and lead abatement, attic insulation, and other related work.
SECTION 2: 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. 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;

   1.3. Study and carefully correlate Bidder's observations with the Contract Documents; and

   1.4. 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: Mina Samadi, Project Manager, Aviation Department, msamadi@broward.org and Sarah Townsend, Purchasing Agent III, Purchasing Division, satownsendl@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. 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.

4. Submission of Sealed Bids: All bids must be received at the Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort
Lauderdale, Florida 33301, before the time and date specified for bid opening. The Bid Tender Form must be executed and submitted with all bid sheets in a sealed envelope. It is the bidder's sole and strict responsibility for obtaining and submitting a response on or before the due date and time. Broward County is not responsible for bidder’s delays and untimely submittal caused by using the United States Postal Service or any other type of delivery method (i.e. courier, shipping, or transportation services). Submittals or responses delivered or received at any other location than the location specified herein and/or received late shall be deemed non-responsive.

The original Bid Tender Form must be signed, preferably in blue ink, and should include one photocopy of executed bid document in one envelope. 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.

Bid No. Z1181703C1, 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, November 27, 2013, at which time bids will be publicly opened and read thereafter.

5. Pre-bid Conference: There will be a Pre-bid Conference on Tuesday, November 5, 2013 at 1:00 pm, at Broward County Aviation Department, 4101 Ravenswood Road, Suite 401, Conference Room “D”, Ft. Lauderdale, FL, 33312. Attendance at the Pre-bid Conference is highly encouraged and recommended as a source of information but is not mandatory.

A Pre-bid Job Site Visit will not be conducted for this project. The Bidder shall not visit or physically inspect individual properties listed in this bid package. All existing conditions and information needed to determine a bid amount have been documented in the bid documents including individual project plans.

6. 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.

6.1. 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.

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

6.3. 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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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. 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.

12. **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.

13. **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.

14. **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 Instructions to Bidders Supplement for additional requirements of Bidder's qualifications.

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.

15. 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.

16. 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.

17. 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).

18. Wage Rates: The following wage rates shall apply:
   Davis-Bacon Wage Rates are specified and must be complied with. Applicable fringe benefits must be added to the prevailing hourly rate (refer to Exhibit 1).

19. "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.

20. 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 21.120 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:

5-1-2013
20.1. 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.

20.2. 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.

20.3. 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.

20.4. 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. 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>
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<th>Estimated Contract Amount</th>
<th>Filing Fee</th>
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<td>$30,000 - $250,000</td>
<td>$500</td>
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<tr>
<td>$250,001 - $500,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>$500,001 - $5 million</td>
<td>$3,000</td>
</tr>
<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.

21. 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.

22. 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 6: 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.

23. Certification, License and Registration Requirements: The certification, license and registration requirements for this project are identified in Section 5.

24. Office of Economic and Small Business Development (OESBD) Requirements: as provided for in Section 4, OESBD will review bidder's submission for compliance to the participation goal established for this Contract or demonstration that the bidder made a good faith effort to meet the participation goal and submit the required information with its bid.

25. 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 the Contract General Conditions, or by cash, money order, certified check, cashier's check, Bid Guaranty Form, Unconditional Letter of Credit (form available upon request), 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.

26. 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.
further information, contact Broward County Records, Taxes and Treasury Division and the Florida Department of State, Division of Corporations. The COUNTY will review the vendor’s business status based on the information provided in response to this solicitation. If the vendor is an out-of-state or foreign corporation or partnership, the vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsive. If successful in obtaining a contract award under this solicitation, the vendor must remain in good standing throughout the contractual period of performance.

27. 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 three (3) 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.

28. 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 should be furnished within three (3) 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.

29. Non-Collusion: By submission of this bid, Bidder certifies that this bid is made independently and free from collusion. 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 with the bid submittal, but must submit within three (3) business days of COUNTY’s request.

30. Non-Certified Subcontractors and Suppliers: CONTRACTOR shall within three (3) business 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 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 as part of CONTRACTOR’s Final Payment package.

31. 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 with the bid submittal, but must submit within three (3) business days of COUNTY's request.

32. **Scrutinized Companies List:** Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a bid, proposal or response to a Broward County solicitation for goods or services in an amount equal to or greater than $1 million. Therefore, if applicable, each company submitting a bid, proposal or response to a solicitation must certify to the COUNTY that it is not on either list at the time of submitting a bid, proposal or response. The Bidder should complete and submit the Scrutinized Companies Certification Form with the bid submittal, but must submit within three (3) business days of COUNTY's request.

33. **Insurance Requirements:** The insurance requirements for this project are identified in Section 7.
SECTION 3: INSTRUCTIONS TO BIDDERS SUPPLEMENT

Funding:

1. This project is funded in part by a grant from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and must comply with FAA and United States Department of Transportation Rule 49 C.F.R., Part 26 pertaining to participation of the Disadvantaged Business Enterprise (DBE) requirements. The requirements, as amended, apply to this contract Section 4, "Office of Economic and Small Business Development Requirements" and Special Provision 1B, "Disadvantaged Business Enterprise (DBE) Compliance." To the extent of any conflicts between the terms of this contract and the requirements of 49 C.F.R. Part 26, if any, the requirements of 49 C.F.R. Part 26 will govern.

2. Contractor must be in compliance with Special Provision 8 which contains FAA Mandatory Contract Provisions.
   a. Buy America Certification must be submitted with bid submittal; failure to submit may deem firm non-responsive.

Qualifications of Bidders:

1. Bids shall be considered only from firms or a combination of a superintendent and project manager which have at least five (5) years experience with projects similar in material, design, size and scope to this Project with a record of successful in-service performance. Bidder must be familiar with special requirements indicated; has complied with requirements of authorities having jurisdiction 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.

Security:

2. All Persons providing services or working at any privately owned property pursuant to this contract shall be required to undergo fingerprinting and criminal background screening prior to the provision of such work or services. (See Forms 10 and 11.)

3. PRIME CONTRACTOR AND ALL SUB-CONTRACTORS ARE MONETARILY RESPONSIBLE FOR THEIR COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUIREMENT.
SECTION 4: OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

REQUIREMENTS

In accordance with 49 CFR Part 26, the Disadvantaged Business Enterprise (DBE) Program shall apply to this Contract. All persons or entities responding to this solicitation shall utilize, or attempt to utilize, DBE firms to perform at least the assigned participation goal ("DBE Goal") for this Contract, which is 18%.

1.1. Compliance with DBE Goal requirements is a matter of responsibility. Information demonstrating such compliance must be submitted with your response to the solicitation. You must at least show an attempt to meet the DBE Goal by providing Letters of Intent (LOI). Alternatively, you may show your good faith efforts to meet the DBE Goal by providing the documents listed in subsection 1.3.1 through 1.3.5 below. Your failure to meet the DBE Goal or demonstrate your good faith efforts to meet the DBE Goal shall be grounds for a finding of non-responsibility. In connection with the DBE Goal, you may be deemed responsible in one of two ways.

1.2. The first way you may be deemed responsible is by submitting LOIs (Form 6) from certified DBE firms which, cumulatively, fully meet the goal.

1.3. If you are unable to fully meet the DBE Goal, the second way you may be deemed responsible is by demonstrating your good faith efforts to meet the goal ("Good Faith Efforts") and submitting a completed Application for Evaluation of Good Faith Effort (Form 7). Such Good Faith Efforts shall be consistent with the Guidance Concerning Good Faith Efforts provided by the federal Department of Transportation, found in 49 CFR 26, Appendix A. Without limiting the preceding sentence, documentation you may submit to demonstrate your Good Faith Efforts may include but is not limited to:

1.3.1. Providing timely solicitation activities to certified DBE firms, including attendance at pre-bid meetings, advertisements, or written notices;
1.3.2. Identifying appropriate contract portions and scopes of work that certified DBE firms could potentially perform;
1.3.3. Providing timely and adequate information to the certified DBE firms (including plans and specifications);
1.3.4. Good faith negotiation with each interested, certified DBE firm (including names and contact information of each DBE firm considered) with an explanation as to why negotiations failed; and
1.3.5. Investigating DBE qualifications and capabilities; list reason(s) if a certified DBE firm is rejected.

1.4. Additional Factors in Review of Good Faith Efforts: In evaluating your Good Faith Efforts, the County may also consider the success other persons or entities that have responded to the solicitation have had in meeting the DBE Goal.

1.5. Opportunity to Cure. OESBD shall review your response to the solicitation. If OESBD discerns your intent to meet the DBE Goal, but determines that your response contains technical errors or requires further documentation, then OESBD may provide you with three (3) business days to correct those errors or provide documentation.

1.6. Program Requirements for DBE participation:

1.6.1. For a firm's participation to be considered in meeting the DBE Goal, the firm must be certified as a DBE to perform the applicable work no later than the date your response to the solicitation is due to the Purchasing Division.
1.6.2. Additionally, a certified DBE firm may only participate in a contract if it is performing a commercially useful function. A certified DBE firm performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the certified DBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

1.6.3. DBE participation shall be counted in accordance with 49 CFR 26.55.

1.7. Nothing herein shall be construed to indicate that a higher level of certified DBE firm involvement above the stated goal will give any person or entity that has responded to the solicitation an advantage over other responders who have met the DBE Goal or shown Good Faith Efforts, as determined by the County.

1.8. A comprehensive listing of certified DBE firms is published in the Florida Department of Transportation (FDOT) Business Directory and can be viewed at the following Unified Certification Program (UCP) website: https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp.

For detailed information regarding the Disadvantaged Business Enterprise Program, please 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
SECTION 5: 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 three (3) 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

Certified Builder Contractor;

OR

Certified Residential Contractor;

OR

BROWARD COUNTY:

General Building Contractor Class “A”
(Must be registered with the State);

OR

General Building Contractor Class “B”
(Must be registered with the State);

OR

Residential Building Contractor Class “C”
(Must be registered with the State)

Vendor must register license (State or County) with the City of Dania Beach after award.

Any work performed not within the scope of the above contractor must be performed by a licensed subcontractor.
SECTION 6: 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 Broward County 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 7: INSURANCE REQUIREMENTS

1. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by COUNTY (or for such duration as is otherwise specified hereinafter), at least the minimum insurance coverage and limits set forth in Exhibit 2: Sample Insurance Certificate under the below conditions. If a limit or policy is not indicated on Insurance Requirements/Sample Certificate by a checkbox, it is not required as a condition of this contract.

1.1. Comprehensive Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. COUNTY is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the COUNTY, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall ensure that subcontractor names COUNTY as an Additional Insured.

1.2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance.

1.3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

1.4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse COUNTY as an Additional Insured unless the policy provides coverage on a true "Follow-form" basis.

1.5. Builder's Risk or Equivalent Coverage (such as Property Insurance or Installation Floater) as applicable to the scope of work, is required as a condition precedent to the issuance of the Second Notice to Proceed. Vendor shall provide "All Risk" Completed Value form coverage with a deductible not to exceed Ten Thousand Dollars ($10,000.00) each claim for all perils, except wind and flood.

1.6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract Price. Such Policy shall reflect Broward County as an additional loss payee.

1.7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five
percent (5%) of the value of the Contract Price. Such Policy shall reflect Broward County as an additional loss payee.

1.8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractor(s).

1.9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.

1.10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars ($10,000.00) of the deductible amount for such claim.

1.11. Waiver of Occupancy Clause or Warranty - Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.

1.12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

1.13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

1.14. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
1.15. Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide Broward County with at least thirty (30) days’ notice of cancellation and/or restriction.

1.16. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

1.17. Right to revise or reject. The County reserves the right, but not the obligation, to review and revise the insurance requirements at any time, not limited to deductibles, limits, coverage and endorsements.
Bid No. Z1181703C1

FORM 1: BID TENDER

PRINT NAME OF BIDDER: S & L SPECIALTY CONTRACTING, INC.

DATE SUBMITTED: 12/11/13

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 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 titled: Residential Sound Insulation - Group 38000D.

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

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

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

NONE

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

1, 2

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

Five Percent of Bid Total $5%

Five Percent of Bid Total $5%

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

Name of Bidder: S&L Specialty Contracting, Inc.
Address: 315 South Franklin Street
City/State/Zip: Syracuse, NY 13202
Telephone/Fax No.: 315 478 9746 ph. 315 471 8807 fax
Email Address: jleasa@slcontracting.com
Federal I.D. No.: 14-1825100 Dun and Bradstreet No.: 177 62993
(if applicable)

If a partnership, names and addresses of partners:


5-1-2013
Bid No. Z1181703C

(Sign below if not incorporated)

WITNESSES:

___________________________

___________________________

(Sign below if incorporated)

ATTEST:

___________________________

Secretary

(CORPORATE SEAL)

___________________________

(Type or Print Name of Bidder)

(Signature)

___________________________

(Type or Print Name Signed Above)

___________________________

(Signature)

___________________________

(Type or Print Name Signed Above)

S&L SPECIALTY CONTRACTING, INC.

___________________________

(Type or Print Name of Corporation)

___________________________

(Signature and Title)

___________________________

(Type or Print Name Signed Above)

Incorporated under the laws of the State of New York

5-1-2013
FORM 2: SCHEDULE OF PRICES BID

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

Instructions for completing the Electronic Bid Pricing Sheet(s):

1. Download the Electronic Bid Pricing Sheet(s), in Microsoft Excel format, from the Purchasing Division website at http://www.broward.org/Purchasing/Pages/CurrentSolicitationList.aspx. Respond to this bid by inputting the company's information and unit pricing into the formatted Excel spreadsheet. Only the highlighted cells will be available for entering information.

2. Once the Electronic Bid Pricing Sheet(s) are completed, bidder should save the Excel file to a CD or DVD in a read-only format. Do not password protect the file and do not save it as a PDF. Label the front of the disk with the bidder's name and bid number.

3. Print the completed Electronic Bid Pricing Sheet(s); sign and date where indicated.

4. Bidder must submit, in one envelope, the printed, signed Electronic Bid Pricing Sheet(s) with the bidder's complete, original bid submission as per the General Conditions and Special Instructions to Bidders and should include the CD/DVD (with the saved Excel file).

5. If bidder is unable to electronically fill out and submit Electronic Bid Pricing Sheet(s) with its bid submittal, bidder must submit a hardcopy of the Electronic Bid Pricing Sheet(s) with handwritten unit prices and extensions.

6. If the hardcopy of the Electronic Bid Pricing Sheet(s) does not match the Electronic Bid Pricing Sheet(s) submitted on the CD/DVD, the hardcopy prices shall prevail for any discrepancies in pricing. If handwritten bid Sheet(s) and electronic bid Sheet(s) are submitted, handwritten unit prices will prevail for any discrepancies in pricing.

7. Bidder must be a plan holder (by purchase of the project manual) in order to be deemed a responsive bidder.

8. It is the Bidder's responsibility to monitor the Purchasing Division's website for any issued addenda. Addenda may include revised Electronic Bid Pricing Sheet(s) that will need to be downloaded, properly filled out, and submitted by the Bidder.

9. The CD/DVD submitted with the bid will become County property; as such, it is submitted at no cost to the County.

10. If the Bidder believes there is an error in the Electronic Bid Pricing Sheet(s), Bidder must immediately notify the Purchasing Agent prior to the bid opening date.

S&L SPECIALTY CONTRACTING, INC.

Print Name of Bidder: ____________________ 

5-1-2013 	 Page 24 of 51
FORM 3: 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 THREE (3) 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>Certified Building Contractor</td>
<td>~7</td>
</tr>
</tbody>
</table>

1.1. What business are you in? **RSIP Building Contractors**

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

**San Diego Airport Authority, QTH Group 6-10, consisting of custom Historic wood, aluminum windows, doors, HVAC and electrical upgrades.**

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

**NO**

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

**NONE**

PRINT NAME OF BIDDER: **S&L SPECIALTY CONTRACTING, INC.**

5-1-2013
4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

4.1 City of Ontario
   (Organization/Company) RSIP 10-1
   (Project Name)
   Sigfrido Rivera
   (Contact Name) 208 W. Emporia
   (Address) Ontario, CA 91762
   (Phone No.) 909-395-2291
   (Contract Number) RSIP Gray 10-1
   (Project Value) $2,554,000
   (Date Services Provided) 3/13 - 12/13

Scope of Project: RSIP of 97 homes including windows, doors, HVAC & electrical work.

4.2 C&S Engineers
   (Organization/Company) NFTA, Buffalo RSIP E-486
   (Project Name)
   Eric Cooney
   (Contact Name) 499 Eileen Collins Blvd
   (Address) Syracuse, NY 13212
   (Phone No.) 315-263-6602
   (Contract Number) E-486
   (Project Value) $2,358,000
   (Date Services Provided) 11/13 - 8/13

Scope of Project: RSIP of 75 homes including windows, doors, HVAC & electrical work.

4.3 CT DOT
   (Organization/Company) Bradley RSIP 2C
   (Project Name)
   Robert Flamini
   (Contact Name) 1107 Cromwell Ave.
   (Address) Rocky Hill, CT 06067
   (Phone No.) 860-258-4411
   (Contract Number) 0165-450
   (Project Value) $3,585,000
   (Date Services Provided) 9/12 - 12/13

Scope of Project: RSIP of 111 homes including windows, doors, HVAC & electrical work.

PRINT NAME OF BIDDER: S&L SPECIALTY CONTRACTING, INC.
5. List the following information concerning all contracts in progress as of the date of submission of this Solicitation. (In case of co-venture, list the information for all co-venturers.)

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

See attached supplemental page with detailed information.

(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?

Trucks, trailers, cargo vans and all necessary small tools to complete all work.

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

None

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

None

PRINT NAME OF BIDDER: S&L SPECIALTY CONTRACTING, INC.
<table>
<thead>
<tr>
<th>Name of Project</th>
<th>Owner Rep/ Phone Number</th>
<th>Contract Amount</th>
<th>Estimated Completion Date</th>
<th>% of Completion To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONDOT - Bradley RSIP Phase 2C</td>
<td>Bob Flaminio 860-258-4611</td>
<td>$3,280,000</td>
<td>Dec-2013</td>
<td>99%</td>
</tr>
<tr>
<td>City of Ontario - Ontario RSIP 10.1</td>
<td>Sig Rivera 909-395-2291</td>
<td>$2,554,000</td>
<td>Dec-2013</td>
<td>99%</td>
</tr>
<tr>
<td>City of Inglewood - Inglewood RSIP 8.17</td>
<td>Diana Joe 310-412-5289</td>
<td>$1,484,000</td>
<td>Dec-2013</td>
<td>99%</td>
</tr>
<tr>
<td>San Diego Airport Authority - QHP San Diego 7.1</td>
<td>Craig Mayer 619-400-2317</td>
<td>$751,000</td>
<td>Dec-2013</td>
<td>95%</td>
</tr>
<tr>
<td>CDC of Los Angeles - RSIP Group 95</td>
<td>Ralph Ortiz 626-586-1783</td>
<td>$1,013,060</td>
<td>Jan-2014</td>
<td>60%</td>
</tr>
<tr>
<td>City of Inglewood - Inglewood RSIP 8.12</td>
<td>Diana Joe 310-412-5289</td>
<td>$1,958,000</td>
<td>Mar-2014</td>
<td>15%</td>
</tr>
<tr>
<td>CDC of Los Angeles - RSIP Group 94</td>
<td>Ralph Ortiz 626-586-1783</td>
<td>$1,177,795</td>
<td>Apr-2014</td>
<td>10%</td>
</tr>
<tr>
<td>San Diego Airport Authority - QHP San Diego 7.4</td>
<td>Craig Mayer 619-400-2317</td>
<td>$810,550</td>
<td>Apr-2014</td>
<td>10%</td>
</tr>
<tr>
<td>City of Inglewood - Inglewood RSIP 10.4C</td>
<td>Diana Joe 310-412-5289</td>
<td>$1,747,175</td>
<td>May-2014</td>
<td>10%</td>
</tr>
<tr>
<td>CDC of Los Angeles - RSIP Group 91</td>
<td>Ralph Ortiz 626-586-1783</td>
<td>$1,517,460</td>
<td>Jun-2014</td>
<td>0%</td>
</tr>
<tr>
<td>CDC of Los Angeles - RSIP Group 92</td>
<td>Ralph Ortiz 626-586-1783</td>
<td>$1,162,228</td>
<td>Jun-2014</td>
<td>0%</td>
</tr>
<tr>
<td>Niagara Frontier Trans Auth - Buffalo RSIP E-502</td>
<td>Eric Coomey 716-632-3506</td>
<td>$2,441,000</td>
<td>Jul-2014</td>
<td>0%</td>
</tr>
<tr>
<td>San Diego Airport Authority - QHP San Diego 7.6</td>
<td>Craig Mayer 619-400-2317</td>
<td>$1,329,950</td>
<td>Aug-2014</td>
<td>0%</td>
</tr>
<tr>
<td>San Diego Airport Authority - QHP San Diego 7.7</td>
<td>Craig Mayer 619-400-2317</td>
<td>$1,586,550</td>
<td>Sep-2014</td>
<td>0%</td>
</tr>
</tbody>
</table>
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.

- Anthony Bucci - Project Manager - See attached experience
- Richard Cura - Superintendent - See attached 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:

**S&L Specialty Contracting, Inc.**

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

**Corporation**

11.3 The address of principal place of business is:

**315 S. Franklin St.**

**Syracuse, NY 13202**

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

**Corp. Officers:**

- James W. Leana
- Donald J. McMaster Jr.

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

**NONE**

**PRINT NAME OF BIDDER:** **S&L Specialty Contracting, Inc.**
ANTHONY M. BUCCI  
PROJECT MANAGER

EXPERIENCE

S&L SPECIALTY CONTRACTING, 7/2001 TO PRESENT:

In July of 2001, Anthony joined S&L Specialty Contracting with a vast background in Business Management and Construction Administration. Mr. Bucci's initial responsibility included job measurement and product procurement, as well as, contract administration for various sound insulation projects. Since joining S&L Mr. Bucci has advanced and been promoted to Senior Project Manager, responsible for the direct delivery of services for sound insulation projects including, Tulsa, OK, San Diego CA, Detroit MI, Columbus OH, Cleveland OH, Philadelphia PA and Ontario CA. Mr. Bucci also assisted on sound insulation projects in Toledo Ohio, Cincinnati Ohio and Phoenix Arizona.

Responsibilities for Mr. Bucci in the sound insulation programs includes overall management, lead client contact, bidding, contract administrations, measuring, product procurement, trade labor and subcontractors management, scheduling, forecasting, as well as Supervision of the Field Job Superintendents. Mr. Bucci also works directly with the Engineers, Architects and Construction Managers on all Projects.

RSIP Construction Project Experience—

SAN DIEGO AIRPORT AUTHORITY: RSIP Phases 4.4, 5.1, 6.1, 6.6, 6.10, 7.4, 7.6 valued at over $10 million. Projects included window, door, HVAC, and electrical improvements of multi-tenant apartment buildings, and historically significant single family homes.

CITY OF PHILADELPHIA RSIP PROGRAM PHASES 3B, 3C AND 3D - 9/09 to Present – Contracts 3B, 3C and 3D valued at over $8 million. Projects include HVAC and Electrical Upgrades to 260 Homes

TULSA INTERNATIONAL AIRPORT ACOUSTICAL ABATEMENT PROGRAM July 2001 to Present, Contracts 1A, 1C, 3A, 3C, 5A, and 8A, A-07, B-07, A-09 and C-09 valued at over $11 million. Projects included window, door, wall structure, HVAC, and electrical improvements.

WAYNE COUNTY AIRPORT AUTHORITY, RESIDENTIAL SOUND INSULATION PROGRAM May 2003 to Dec. 2006, Contracts A-02, E-02, G-02, D-03, F-02, F-03, C-04, F-04 and B-05 valued at over $12 million. Projects included window, door, HVAC, and electrical improvements.

COLUMBUS REGIONAL AIRPORT AUTHORITY, RESIDENTIAL SOUND INSULATION PROGRAM Aug 2003 to Present, contracts X, IX, VII and XI valued at over $6.5 million. Projects included window, door, HVAC, and electrical improvements.

As Senior Project Manager at S&L, Mr. Bucci is responsible for the overall general performance of assigned residential sound insulation projects. Mr. Bucci has dedicated his career to a hands-on approach to producing successful construction projects, from his office role, procuring product and setting up projects, to his role during construction, directly supervising the delivery of our services. Anthony’s vast experience with clients and the sound insulation industry will prove to be a value to any project he is involved in.

EDUCATION

High School Education
CLEVELAND HOPKINS INTERNATIONAL AIRPORT,
RESIDENTIAL SOUND INSULATION PROGRAM December 2006
to January 2008. Phases A-05-1, A05-2, C05-2, A-06-1 and B-06-1
Valued at over $4.2 million. Projects included window, door, HVAC, and
electrical improvements.

CITY OF ONTARIO CA. RESIDENTIAL SOUND INSULATION
PROGRAM. January 2009 to Present, Phase 7.1 and 8.1 valued at $4.5
million. Projects included window, door, HVAC, and electrical
improvements.

OAKLAND COUNTY MICHIGAN RSIP PROGRAM: January 2007 to
Present. Phase 2B and Phases 5C / 6A valued at $3.5 Million. Projects
included window, door, HVAC, and electrical improvements.

RB WOODCRAFT INC, MAY 1999 – JUNE, 2001:

From May 1999 to June 2001, Mr. Bucci acted in all levels in the manufacturing
and distribution of architectural building materials. In 2000, he was directly
responsible for the supervision of $5.5 million in projects. He was also involved
in production of wood and laminate cabinetry, as well as, the production of
countertops at their manufacturing plant. Mr. Bucci also was the Lead Project
Manager for the renovations of The Crowne Plaza Hotels in Albany, NY and in
Coraopolis, PA. The renovations included complete renovations of the hotels
including architectural, mechanical and electrical upgrades.
Richard J. Cuqua  
20 Adams Road  
Marshfield, MA 02050  
(781) 837-1629

EDUCATION  
Harry Lumberg School of Seamanship - Maryland  
Northeastern University - Boston MA, Criminal Justice Major  
Union Carpenter Training School - Boston MA.  
Don Bosco Tech. High School - Boston MA.

LICENSES  
Massachusetts Construction Supervisor #056607

EXPERIENCE  
2000 - Present  
Northeast Noise Abatement Corporation, Rhode Island  
Residential Sound Insulation Programs / General Contracting

1989 - 2000  
Interstate Design & Construction, Inc., Rhode Island  
Residential Sound Insulation Programs  
Work consisted of the following:  
* ASST PROJECT MANAGER  
* DIRECTOR of FIELD OPERATIONS  
* SENIOR SUPERINTENDENT  
* FOREMAN / WINDOW INSTALLER / FINISH WORK  
* CARPENTER / PUNCHMAN  
Projects located in Massachusetts, Rhode Island, New Hampshire, Ohio, Kentucky, Wisconsin and Illinois. Ranging from $300,000.00 to $6,500,000.00 in value.

1984 - 1989  
Boston Carpenters - Local # 67, Massachusetts  
Projects included the following:  
* Modern Continental - Back Bay Station  
* Structural Erectors - Back Bay Station  
* R. W. White & Sons - Goodwill Building, Dudley Station & V. A. Hospital

1983 - 1984  
Energy Transportation Corporation, New York  
Work consisted of the following:  
* Delivered liquid natural gas from Indonesia to Japan on the LNG Capricorn

1976 - 1979  
Doyle Roofing, Massachusetts  
* Residential & Commercial Roofing

1975 - 1977  
Crowley Electric, Massachusetts  
* Residential Electrician Tender
11.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past three (3) years. Include in the description the disposition of each such petition.

**NONE**

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

**NONE**

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

**NO**

12.2 Under what conditions does the Respondent request Change Orders.

For additional work added by Sponsor post bid, and
or for additional work identified at measurement walks
and or for conditions which are unforeseen beyond what
could be reasonably identified at measurement walks.

**S&L SPECIALTY CONTRACTING, INC.**

PRINT NAME OF BIDDER: ____________________________

5-1-2013
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 purposes 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 13.1-13.5 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 on the Litigation History Form.

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: S&L SPECIALTY CONTRACTING, INC.
## FORM 4: LITIGATION HISTORY

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

**NAME OF BIDDER:** S&L SPECIALTY CONTRACTING, INC.

5-1-2013
FORM 5: DRUG FREE WORKPLACE CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

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).
Bid No. Z1181703C1

FORM 5: DRUG FREE WORKPLACE CERTIFICATION (continued)

(Bidder Signature)

SIL SPECIALTY CONTRACTING, INC.

(Print Vendor Name)

STATE OF New York

COUNTY OF Onondaga

The foregoing instrument was acknowledged before me this 10th day of December, 2013, by James W. Leana (name of person whose signature is being notarized) as President (title) of SIL SPECIALTY CONTRACTING, INC. (name of corporation/company), known to me to be the person described herein, or who produced Driver's License as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Robert H. McCarthy

(Signature)

ROBERT H. MCCARTHY

(Print Name)

My commission expires: 04/28/16

State of New York at Large (SEAL)

5-1-2013 Page 33 of 51
FORM 6: LETTER OF INTENT

BROWARD COUNTY
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER

Bid No. Z1181703C1

Project Title: DSIP - CONTRACT 3800D

Sollicitation Number: 21181703C1

Bidder/Offeror Name: S&L SPECIALTY CONTRACTING INC.
Address: 215 S. Franklyn St; City: Syracuse; State: NY; Zip: 13202
Authorized Representative: James W. Leana. Phone: 315-478-0746

DBE/ACDBE Subcontractor/Supplier Name: D.A.C. Air Conditioning Corp.
Address: 12440 SW 128 Street #6; City: Miami; State: FL; Zip: 33186; Phone: (786) 293-9009

A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 29 or 23 as applicable.
B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

<table>
<thead>
<tr>
<th>Work to be performed by DBE/ACDBE Firm</th>
<th>Description</th>
<th>NAICS</th>
<th>DBE/ACDBE Contract Amount</th>
<th>DBE/ACDBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>HVAC</td>
<td>238220</td>
<td>$915,905.62</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Authorized Representative: James W. Leana, President

DBE/ACDBE Subcontractor/Supplier Authorized Representative: President

Affirmation Date: 12/9/2013

Visit 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.


5-1-2013
FORM & LETTER OF INTENT

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BEAVER/DEER and BEAVER/DEER SUBCONTRACTOR/DEER

BID NO. 21181703C1

Bid NO. 21181703C1

Project Title: Q51P - CONTRACT 3800

Bidder Name: SOUTHERN SPECIALTY CONTRACTING, INC.

Authorized Representative: JAMES W. LEANA

Address: 315 S. From 11th St, SALEM, OR 97301

Phone: 515-478-9742

DEBE Subcontractor/Supplier Name: BOLSTEIN ENTERPRISES, LLC

Address: 1874 CHEEVER RD

City: W. AVAL, OR 97346

Phone: 864-767-7773

ACDEE Authorized Representative: CHARLES D. BOLSTEIN

A. This is a letter of intent between the bidder/offeror on this project and a DEBE/ACDEE firm for the DEBE/ACDEE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.

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

C. By signing below, the above-named DEBE/ACDEE is committing to perform the work described below.

D. By signing below, the bidder/offeror and DEBE/ACDEE affirm that if the DEBE/ACDEE subcontracts any of the work described below, it may only subcontract that work to another DEBE/ACDEE firm that wishes to receive DEBE/ACDEE credit for said work.

<table>
<thead>
<tr>
<th>Work to be performed by DEBE/ACDEE Firm</th>
<th>Description</th>
<th>NAICS</th>
<th>DEBE/ACDEE Contract Amount</th>
<th>DEBE/ACDEE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical</td>
<td>238.210</td>
<td>358,785,785.00</td>
<td>150.0%</td>
<td></td>
</tr>
</tbody>
</table>

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

Bidder/Offeree Authorized Representative: JAMES W. LEANA, PRESIDENT

(Signature) (Title) (Date)

DEBE/ACDEE Subcontractor/Supplier Authorized Representative:

(Signature) (Title) (Date)

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

To be reproducible only when the solicitation requires that bidder/offeror include a dollar amount in the 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.


5-1-2013
SOLICITATION NO.: Not Requested, Set Bid Meets Goal

Please check one of the following to indicate the program goal on this solicitation: □ DBE □ ACDBE

PROJECT NAME: Residential Sound Insulation Program - Group 3B Good

ADDRESS: Various Locations

TELEPHONE: ____________________________ FAX: ___________________________

The undersigned representative of the prime contractor affirms that his/her company has contacted Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) certified firms in good faith effort to meet the DBE or ACDBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of Title 49 CFR Part 26, Appendix A, the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under these requirements.

The prime contractor understands that a determination of good faith effort to meet the contract goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Appendix A, of Title 49 CFR Part 26, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, as the Disadvantaged Business Enterprise Liaison Office (DBELO), in keeping with federal requirements.

SIGNATURE: ____________________________

PRINT NAME/ TITLE: JAMES W. LEANA, PRESIDENT

DATE: 2-9-13
FORM 8: NON-COLLUSION CERTIFICATE

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOTSubmitted WITH BID, IT MUST BE SUBMITTED WITHIN 3 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

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

NAME

RELATIONSHIPS

NONE

New York

State of Florida)

County of Broward)

The foregoing instrument was acknowledged before me this 10th day of December, 2013, by James W. Leno, who is personally known to me or who has produced Driver's License as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 10th day of December, 2013.

James W. Leno, President

J.C. Mccabe

President

None

Notary Seal

5-1-2013
FORM 9: LOBBYIST REGISTRATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

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; however, if retained after the solicitation, the County will be notified.

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. It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

   Name of Lobbyist    Lobbyist’s Firm
   ________________________________  ________________________________
   ________________________________  ________________________________

   STATE OF NEW YORK   COUNTY OF DUNEDAIN

The foregoing instrument was acknowledged before me this 10th day of December, 2013, by

James W. Leana  as President of
(Signature)         (Name of person who’s signature is being notarized)

S&L Specialty Contracting, Inc
(Name of Corporation/Company)

who produced Driver’s License as identification, and who did/did not take an oath.

NOTARY PUBLIC:
(Certificture)
(H. MCCARTHY)
(Print Name)

My commission expires: 1/28/16

Page 37 of 51
FORM 10: EXHIBIT A TO AFFIDAVIT

BACKGROUND SCREENING STANDARDS

1. All persons who will be providing services or working under the RESIDENTIAL SOUND INSULATION Group 38000 BETWEEN BROWARD COUNTY AND S&L SPECIALTY CONTRACTING, INC., BID CONTRACT # Z1181703C1, at any privately-owned property pursuant to the Contract shall be required to undergo fingerprinting and criminal background screening prior to the provision of such work or services and as a condition to continuing to provide such work or services.

2. Background screening checks shall require that a person shall not have been found guilty of, regardless of adjudication, or entering a plea of nolo contendere or guilty to the following type of offenses (including felony and misdemeanor) indicated below, whether in the State of Florida or any other jurisdiction:

(a) Murder, manslaughter, aggravated manslaughter, homicide;
(b) Aggravated assault, assault, battery, or aggravated battery;
(c) Sexual misconduct of any type;
(d) Kidnapping or false imprisonment;
(e) Lewd and lascivious offenses;
(f) Drug offenses (exception - any misdemeanor conviction over five years is permissible);
(g) Abuse, neglect, negligent treatment, exploitation, or contributing to the delinquency or dependency of a child.
(h) Abuse, neglect, negligent treatment, or exploitation of an adult.
(i) Burglary, theft, robbery, and related crimes.
(j) Arson, embezzlement, violent acts, prostitution, willful destruction of property
(k) Any felony offense not identified above.

3. All persons subject to fingerprinting and criminal background checks shall be re-screened annually; however, in the event a person previously screened ceases to provide work or services to CONTRACTOR or its subcontractors, for more than ninety (90) days, CONTRACTOR shall be required to re-screen the person or ensure that the person is re-screened in accordance with the requirements set forth herein prior to allowing the person to again provide services or work at any privately-owned property.
EXHIBIT A to AFFIDAVIT (continued)

4. CONTRACTOR shall not permit any person to provide services or work under the Agreement at any privately-owned property, who does not meet the fingerprinting and criminal background screening requirements set forth herein. The fingerprinting and criminal background checks shall be conducted in accordance with the requirements set forth herein. CONTRACTOR shall not permit any person deemed ineligible based on an offense listed above, to provide any work or services for CONTRACTOR under the Agreement at any privately-owned property.

5. CONTRACTOR shall conduct a Florida and nationwide criminal background check for any person required to have such background screening hereunder, through a law enforcement agency, or a Professional Background Screener accredited by the National Association of Professional Background Screeners (NAPBS) who shall be provided a copy of this Exhibit "A" by CONTRACTOR. The Professional Background Screener shall provide a comprehensive report, and analysis, obtained from no less than two (2) independent databases/sources and shall also include whether the person screened is listed as a sexual predator/sexual offender on the FDLE Sexual Offender/Predator Registry for Florida and the Department of Justice, National Sexual Offender Public Registry. For purposes hereof, a Professional Background Screener shall refer to any person, company, organization or agency, which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.

6. CONTRACTOR shall maintain copies of the results of the criminal background checks required for the term of the Agreement and promptly forward copies of same to COUNTY, upon its request.

7. In the event CONTRACTOR obtains, or is provided, supplemental criminal background information, including without limitation police reports or arrest information, after execution of this Agreement, which potentially disqualifies a person previously deemed eligible by CONTRACTOR to provide work or services under the Agreement, CONTRACTOR shall promptly notify COUNTY of such matter. CONTRACTOR shall take immediate action to review the matter; however, during such review time until a determination of eligibility is made by CONTRACTOR, CONTRACTOR shall immediately cease allowing the person to provide services or work under the Agreement at any privately-owned property. Additionally, CONTRACTOR shall be required to inform any person background-screened who is providing work or services under the Agreement, to notify CONTRACTOR within forty-eight (48) hours of any arrest which has occurred after the person was deemed eligible to provide services or work at any privately-owned property.
8. CONTRACTOR is required to submit to COUNTY's Contract Administrator, on a monthly basis, an Affidavit, in the form hereof, affirming the persons listed in the Affidavit have completed the required fingerprinting and background screening and have been deemed eligible by CONTRACTOR to provide services or work at any privately-owned property. CONTRACTOR's monthly Affidavit shall update information from the previous Affidavit by annually reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, if applicable, to specifically identify new persons providing work or services at any privately-owned property.

9. The COUNTY's Contract Administrator may, in his or her discretion, permit CONTRACTOR to furnish the monthly Affidavit required above in a signed electronic format. CONTRACTOR shall maintain copies of all Affidavits for the term of the Agreement and promptly forward copies of same to COUNTY, upon its request.
FORM 11: AFFIDAVIT CRIMINAL BACKGROUND SCREENING

CONTRACT TITLE: RESIDENTIAL SOUND INSULATION - GROUP 3800D CONTRACT

BETWEEN BROWARD COUNTY AND:

CONTRACTOR’S NAME: S&A SPECIALTY CONTRACTING, INC. DATE: 12/10/13

By signing this form, I am swearing or affirming that: (i) all individuals providing work or services to COUNTY under the above-referenced Contract, within or on any privately-owned property, have been fingerprinted and background screened in accordance with the background screening requirements set forth in the attached Exhibit “A”; and (ii) based on the results of such screening, such persons have been deemed eligible by CONTRACTOR to provide work or services as described in the Contract. The information contained in this Affidavit is up-to-date as of the date this Affidavit is furnished to COUNTY’s Contract Administrator per the requirements of the Contract.

All individuals providing work of services to COUNTY under the above-referenced Agreement, within or on any privately-owned property, are listed below under categories 1 and 2 below. Each individual shall be identified by name, birth date and date deemed eligible and shall fall into one (1) of the following categories:

1. Previously screened and deemed eligible.
   [Insert list of individuals]

2. New individuals screened and deemed eligible.
   [Insert list of individuals]

3. Individuals no longer providing services for Contractor under the Agreement at any privately-owned property.
   [Insert list of individuals]

Signature of Affiant:

Sworn to and subscribed before me this 10th day of December, 2013

My commission expires 01/18/14

NOTARY PUBLIC, STATE OF NEW YORK

My signature, as Notary Public, verifies the Affiant’s identification has been validated by

5-1-2013
FORM 12: SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 BUSINESS DAYS OF REQUEST FROM THE COUNTY.

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)

JAMES W. LEANA, PRESIDENT

(Print Name and Title)

S&L SPECIALTY CONTRACTING, INC.

(Name of Firm)

STATE OF New York

COUNTY OF Onondaga

The foregoing instrument was acknowledged before me this 10th day of December, 2013, by JAMES W. LEANA, PRESIDENT

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

as President of S&L SPECIALTY CONTRACTING, INC.

(Name of Corporation/Company)

known to me to be the person described herein, or who produced Driver's License

(Type of Identification)

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

NOTARY PUBLIC:

Robert H. McCarthy

(Signature)

(Print name)

My commission expires: 01/28/16

5-1-2013
FORM 13: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)

TO BE SUBMITTED WITHIN 5 DAYS IF WE ARE APPLICANT LOW BIDDER

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

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

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

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

S&L SPECIALTY CONTRACTING, INC.

Signature ____________________________ Title / Firm Name ____________________________ Date 12.10.13

Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.
Buy America Certification

(Title 49 U.S.C. Section 50101)

PROJECT NAME: Residential Sound Insulation - Group 3800D
AIRPORT NAME: Ft. Lauderdale - Hollywood Intl. Airport
AIP NUMBER: 66-01-03-04

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States
(a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(a), 44503(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48103(a), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
(b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -
   (1) Applying subsection (a) would be inconsistent with the public interest;
   (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
   (3) When procuring a facility or equipment under section 44503(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48103(a), 48106, 48107, and 48110) of this title -
      A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
      B. Final assembly of the facility or equipment has occurred in the United States; or
   (4) Including domestic material will increase the cost of the overall project by more than 25 percent.
(c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

As a matter of bid responsiveness, the bidder or offeror must complete and submit this certification with their bid proposal. The bidder must sign and date the certification. The bidder/offeror must indicate how they propose to comply with the Buy America provision by selecting one of the following certification statements:

☐ The bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.

☒ The bidder hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 50101(a); bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b) subject to the following conditions:
   - For equipment and material the FAA has already issued a waiver to AIP Buy American preferences as indicated on the current FAA Buy American conformance list, bidder shall submit a listing of specific equipment and material it proposes to install on the project prior to the issuance of a Notice-to-Proceed.
   - For equipment and material the FAA has not previously issued a waiver to Buy American preferences, the bidder identified with the apparent low bid agrees to prepare and submit to the owner a waiver request and component calculation information within 15 calendar days of the date of the notice of apparent award of contract.

S&L SPECIALTY CONTRACTING, INC.

Bidder Firm Name

[Signature]

Date: 12.10.13

5-1-2013
Equipment and Materials Not meeting Buy America

The following equipment and material included within our Bid for completion of the Project does not meet Buy America:

1.) Ductless Mini-Splits Equipment. We are not aware of any available Ductless Mini-Split Equipment which meets the project Specifications and complies with Buy America. Our bid includes Samsung Mini-Split Equipment.

James W. Leana
EXHIBIT 1: WAGE RATE TABLES

General Decision Number: FL130099 09/27/2013 FL99

Superseded General Decision Number: FL20120099

State: Florida

Construction Type: Residential

County: Broward County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and 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>1</td>
<td>04/05/2013</td>
</tr>
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<td>08/30/2013</td>
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<td>3</td>
<td>09/06/2013</td>
</tr>
<tr>
<td>4</td>
<td>09/27/2013</td>
</tr>
</tbody>
</table>

**ELEC0728-002 09/01/2013**

- **ELECTRICIAN** $27.96 10.56

**ENGI0487-012 07/01/2013**

- **OPERATOR: Backhoe** $28.32 8.80

**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... $29.05 8.80

5-1-2013
Cranes with Boom Length
Less than 150 Feet (With or without jib); Hydro
Cranes 25 Tons & Under, & Over 50 Tons (With
Oiler/Apprentice)$ 28.32 8.80
OPERATOR: Oiler$ 22.99 8.80

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL</td>
<td>$ 23.59</td>
<td>5.93</td>
</tr>
<tr>
<td>LABORERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Common or General</td>
<td>$ 14.00</td>
<td>4.67</td>
</tr>
<tr>
<td>Plaster Tender</td>
<td>$ 14.50</td>
<td>4.67</td>
</tr>
<tr>
<td>PAINTER, Includes Brush, Roller and Spray (Excludes Drywall Finishing/Taping)</td>
<td>$ 15.75</td>
<td>7.03</td>
</tr>
<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)</td>
<td>$ 27.53</td>
<td>17.07</td>
</tr>
<tr>
<td>SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation)</td>
<td>$ 23.65</td>
<td>12.03</td>
</tr>
<tr>
<td>BRICKLAYER</td>
<td>$ 20.00</td>
<td>0.00</td>
</tr>
<tr>
<td>CARPENTER, Includes Cabinet Installation (Excludes Drywall Hanging)</td>
<td>$ 21.17</td>
<td>0.86</td>
</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$ 16.19</td>
<td>0.00</td>
</tr>
<tr>
<td>DRYWALL FINISHER/TAPER</td>
<td>$ 19.22</td>
<td>0.00</td>
</tr>
<tr>
<td>DRYWALL HANGER</td>
<td>$ 15.69</td>
<td>0.00</td>
</tr>
<tr>
<td>Trade</td>
<td>Rate</td>
<td>Daily</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>FENCE ERECTOR</td>
<td>$11.00</td>
<td>0.00</td>
</tr>
<tr>
<td>GLAZIER</td>
<td>$20.00</td>
<td>0.00</td>
</tr>
<tr>
<td>HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct)</td>
<td>$13.75</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Brick</td>
<td>$11.51</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Cement/Concrete</td>
<td>$10.46</td>
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</tr>
<tr>
<td>LABORER: Pipelayer</td>
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<td>0.00</td>
</tr>
<tr>
<td>LABORER: Roof Tearoff</td>
<td>$9.00</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Landscape and Irrigation</td>
<td>$9.15</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Asphalt Paver</td>
<td>$11.63</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Backhoe Loader Combo</td>
<td>$17.04</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Bulldozer</td>
<td>$13.67</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Distributor</td>
<td>$11.41</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Excavator</td>
<td>$13.50</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Forklift</td>
<td>$17.50</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Grader/Blade</td>
<td>$15.50</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Loader</td>
<td>$16.48</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Roller</td>
<td>$10.62</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Screed</td>
<td>$10.93</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Trackhoe</td>
<td>$15.68</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Tractor</td>
<td>$10.20</td>
<td>0.00</td>
</tr>
<tr>
<td>PLUMBER</td>
<td>$25.00</td>
<td>1.17</td>
</tr>
<tr>
<td>ROOFER, Includes Built Up, Modified Bitumen, and Shake &amp; Shingle Roofs (Excludes Metal)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5-1-2013
Roofs)..........................$ 14.50 0.00

ROOFER: Metal Roof.............$ 16.99 0.00

TILE SETTER.....................$ 16.65 0.00

TRUCK DRIVER, Includes Dump Truck.......................$ 10.22 0.00

TRUCK DRIVER: Lowboy Truck.......$ 12.10 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.

5-1-2013
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:
The request should be accompanied by a full statement of the interested party’s position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

END OF GENERAL DECISION
EXHIBIT 2: SAMPLE CERTIFICATE OF INSURANCE

Insurance Requirement
The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>Each Occurrence</th>
<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COMMERCIAL GENERAL LIABILITY</strong></td>
<td>Bodily Injury</td>
<td></td>
</tr>
<tr>
<td>Broad form or equivalent</td>
<td>Property Damage</td>
<td></td>
</tr>
<tr>
<td>With no exclusions or limitations for:</td>
<td>Combined single limit</td>
<td>$500 k</td>
</tr>
<tr>
<td>[x] Premises-Operations</td>
<td>Bodily Injury &amp; Property Damage</td>
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<tr>
<td>[x] Explosion, Collapse, Underground Hazards</td>
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<tr>
<td>[x] Products/Completed Operations</td>
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<td></td>
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<tr>
<td>[x] Contractual Liability</td>
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<td></td>
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<tr>
<td>[x] Independent Contractors</td>
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<tr>
<td>[x] Personal Injury</td>
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<td></td>
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<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td>[ ] Other:</td>
<td>Personal Injury</td>
<td></td>
</tr>
</tbody>
</table>

| **BUSINESS AUTO LIABILITY** | | |
| COMPREHENSIVE FORM | Bodily Injury (each person) | |
| [x] Owned | Bodily Injury (each accident) | |
| [x] Hired | Property Damage | |
| [x] Non-owned | Combined single limit | $800 k |
| [x] Scheduled | Bodily Injury & Property Damage | |
| [x] Any Auto | | |

| **EXCESS/UMBRELLA LIABILITY** | | |
| May be used to supplement minimum liability coverage requirements. | Follow form basis or Add'l lined endorsement is required | $ |

| [x] WORKERS’ COMPENSATION | Chapter 440 FS | STATUTORY |
| If exempt: State Exemption Certificate or letter on company letterhead is required | (each accident) | U.S. Longshoremen & Harbor Workers’ Act & Jones Act is required for any activities on or about navigable water |
| | | |
| [x] EMPLOYERS' LIABILITY | | $800 k |

| | | |
| [x] POLLUTION LIABILITY OR | | |
| ENVIRONMENTAL IMPAIRMENT LIABILITY | | |
| WITH CLEAN-UP COSTS | | |
| | | |
| [x] BUILDER'S RISK (PROPERTY) | | |
| “ALL RISK” WITH WIND AND FLOOD | | |
| Coverage must remain in force until written final acceptance by County | Maximum Deductible | 25% |
| | DED for WIND or WIND & FLOOD not to exceed 5% of completed value | Conducted Value |
| | CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE | form |
| | | |
| | | |
| [x] Installation floater | if no Builder's Risk | |
| Coverage must be “All Risk”, completed value | Maximum Deductible: | $10 k |
| Coverage must remain in force until written final acceptance by County. | CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE | Completed Value |
| | | form |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
Broward County is listed as an additional insured on the general liability policy.

REFERENCE: Sound Insulation - Residential

CERTIFICATE HOLDER:
Broward County
116 South Andrews Avenue
Fort Lauderdale, FL 33301
Attn: Mia Samdi – BCAD 21181703C1

Jacqueline Binns
2013.10.16
13:37:00 -04'00'
Risk Management Division

5-1-2013
Page 51 of 51
ADDENDUM NO. 1

Solicitation No.: Z1181703C1
Solicitation Title: Residential Sound Insulation – Group 3800D

Date Of Addendum: November 14, 2013

Attention all potential bidders:

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

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

1. The Bid Opening Date has been revised as follows: December 11, 2013 at 2:00 p.m. Location remains the same.

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

NAME OF COMPANY: S&L SPECIALTY CONTRACTING, INC.

[Signature]
Solicitation No.: Z1181703C1
Solicitation Title: Residential Sound Insulation - Group 3800D

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 for the construction of Residential Sound Insulation - Group 3800D for the Aviation Department, will be received by the Board of County Commissioners until 2:00 p.m. on Wednesday, November 27, 2013, at the offices of the Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Bids will be publicly opened and read thereafter.

Scope of Work: The Scope of Work includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for the construction of Residential Sound Insulation - Group 3800D. This project involves sound insulation of 89 residential units and provides acoustical improvements in each home. This includes the installation of new acoustical windows, doors, associated hardware, weather-stripping and caulking, installation or replacement of ventilation systems, related electrical work, selective demolition and removal of existing items, patching and finishing of disturbed areas, asbestos and lead abatement, attic insulation, and other related work.

The Cone of Silence is currently in effect for this solicitation. In accordance with Section 1-266, of the Broward County Code of Silence Ordinance, as amended, 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. 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. 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.

Bid Guaranty: Each bid shall be accompanied by a bid guaranty in an amount equal to five percent (5%) of the bid amount.
Pre-bid Conference: A Pre-Bid Conference will be held on Tuesday, November 5, 2013 at 1:00pm at:

Broward County Aviation Department
4101 Ravenswood Road, Suite 401
Ft. Lauderdale, FL 33312
Conference Room "D"

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

Goal Participation: In accordance with Title 49 CFR Part 26, the Disadvantaged Business Enterprise (DBE) Program shall apply to this Contract. The Project has been assigned a DBE participation goal of eighteen percent (18%).

Purchase of the Project Manual: A copy of the Contract Documents may be obtained at the Noise Mitigation Program Outreach Center, 200 E. Dania Beach Blvd., Suite 103, Dania Beach, FL 33004, contact Diane Carter (954) 924-2224 for a non-refundable charge of $150.00, payable by cash or check; checks should be made payable to: The Urban Group.

Inspection of the Project Manual: The Project Manual is open to public inspection at the offices of the Purchasing Division of Broward County, located at Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

Project Manager: Mina Samadi, Project Manager II, Aviation Department, Email: msamadi@broward.org

Purchasing Agent: Sarah Townsend, Purchasing Agent III, Purchasing Division, Email: satownsend@broward.org

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

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 one of the following licenses at the time of bid submittal:

State:
- Certified General Contractor
- OR
- Certified Builder Contractor
- OR
- Certified Residential Contractor

Broward County:
- General Building Contractor Class "A"
  (Must be registered with the State)
- OR
- General Building Contractor Class "B"
  (Must be registered with the State)
- OR
- Residential Building Contractor Class "C"
  (Must be registered with the State)
AIA DOCUMENT A310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, S&L Specialty Contracting, Inc.
315 South Franklin Street, Syracuse, New York 13202
as Principal, hereinafter called the Principal, and
Hartford Casualty Insurance Company
a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety, are held and firmly bound unto
Broward County Board of Commissioners, 115 South Andrews Ave, Fort Lauderdale, FL 33301
as Obligee, hereinafter called the Obligee, in the sum of
Five Percent of bid amount

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
RSIP Group 3800D
Bid No. Z1181703C1

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with 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 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 ___12th____ day of November __2013____

(Signature)
(Witness)

(Signature)
(Witness)

(Signature)
(Principal)

(Signature)
(Surety)

(Signature)
(Auditor-in-Fact)

S&L Specialty Contracting, Inc.

Hartford Casualty Insurance Company

Richard A. Lyons, Auditor-in-Fact
Individual Acknowledgment

State of

County of } ss.

On this ______________ day of ____________________ 20 __________ before me personally came

and known to me to be the individual described in and who executed the foregoing instrument, and acknowledge to me that he executed the same.

My commission expires

Notary Public

Firm Acknowledgment

State of

County of } ss.

On this ______________ day of ____________________ 20 __________ before me personally came

to be a member of the firm of described in and who executed the foregoing instrument, and he thereupon acknowledged to me that the executed the same as and for the act and deed of said firm.

My commission expires

Notary Public

Corporation Acknowledgment

State of New York } ss.

County of Onondaga

On this ___________ day of ____________________ 20 __________ before me personally came

who being by me duly sworn, did depose and say that he/she is the of the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he/she signed his/her name thereto by like order.

My commission expires

Notary Public

Surety Acknowledgment

State of New York } ss.

County of Onondaga

On this ___________ day of ____________________ 20 __________ before me personally came

say that he is an attorney-in-fact of the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires

Notary Public
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

X Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
X Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
X Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Illinois
X Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
X Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
X Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home offices in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint,
up to the amount of unlimited:

George J. Schurick, Roy S. Moore III, Richard A. Lyons

of

Syracuse, NY

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as
designated above by X; and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the
nature thereof; on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and
executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies
have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereon affixed, duly attested by its Assistant
Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are
and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sedowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 3rd day of March, 2005, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and
swear: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies; the corporations
described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said
instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his
name thereto by like authority.

CERTIFICATE

Scott B. Poole
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct
copy of the Power of Attorney executed by said Companies, which is still in full force effective as of

November 12, 2013

Gary W. Stumper, Assistant Vice President
ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF ...........................................
COUNTY OF ...........................................

On this ........................................... day of ..........................................., before me personally appeared
......................................................................................................................... to be known, who, being by me duly sworn, did depose and say; that he/she resides at ................................................................., that he/she is the .............................................. President of ................................................................. the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

ACKNOWLEDGMENT OF PRINCIPAL - IF INDIVIDUAL OR FIRM

STATE OF ...........................................
COUNTY OF ...........................................

On this ........................................... day of ..........................................., before me personally appeared
......................................................................................................................... to me known to be (the individual) (one of the firm) of ................................................................., described in and who executed the within instrument and he/she thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF ...........................................
COUNTY OF ...........................................

On this ..........................................., before me personally came ......................................................................................... to me known, who, being by me duly sworn, did depose and say; that he/she resides in ................................................................., State of ..........................................., that he/she is the Attorney-in-Fact of the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to .................................................... a certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

Notary Public

NY acknowledgement
HARTFORD CASUALTY INSURANCE COMPANY

Indianapolis, Indiana
Financial Statement, June 30, 2013

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>LIABILITIES</th>
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<tbody>
<tr>
<td>U.S. Government Bonds ................ $ 73,632,562</td>
<td>Reserve for Claims and Claim Expense $ 1,006,251,466</td>
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<td>Bonds of Other Governments .......... $ 80,633,315</td>
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$ 2,011,920,652

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<tr>
<td>Total Admitted Assets</td>
<td>$ 2,265,770,353</td>
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Total Admitted Assets $ 2,265,770,353

STATE OF CONNECTICUT
COUNTY OF HARTFORD
CITY OF HARTFORD

M. Ross Fisher, Vice President, and Wesley W. Cowling, Assistant Secretary of the Hartford Casualty Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of June 30, 2013.

Subscribed and sworn to before me this 1st day of November, 2013.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

M. Ross Fisher, Vice President and Controller
Wesley W. Cowling, Assistant Secretary
ADDENDUM NO. 2

Solicitation No.: Z1181703C1
Solicitation Title: Residential Sound Insulation – Group 3800D

Date Of Addendum: November 26, 2013

Attention all potential bidders:

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

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

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 December 11, 2013 at 2:00 p.m.

2. Corrections to technical specification Volume 1:
   - Specification 238126, Section 2.2.A.2.b and c replace the sentences to read:
     b. For units below 4 Tons: Single speed compressor motor with manual reset high-pressure switch and automatic reset low-pressure switch.
     c. For units 4 Tons and above: Two-speed compressor motor with manual reset high-pressure switch and automatic reset low-pressure switch.

   - **For units 4 Tons and below:** Single speed compressor motor with manual reset high-pressure switch and automatic reset low-pressure switch.
   - **For units more than 4 Tons:** Two-speed compressor motor with manual reset high-pressure switch and automatic reset low-pressure switch.

3. Corrections to Volume 3 details:
   - MS-1 and MS-2, The condensing unit (CU) and air handling unit (AHU) model numbers which were used as the basis of design are those listed in the table below.

<table>
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<tr>
<th>TONS</th>
<th>SEER</th>
<th>EER</th>
<th>CU MODEL #</th>
<th>AHU MODEL #</th>
<th>HEATER</th>
<th>CFM</th>
<th>TC</th>
<th>SC</th>
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4. 

Question: Basis of design for Ductless Split Systems in equipment schedules for individual homes is EMI. Effective September 1, 2013 EMI no longer meets “Buy America” provision of the Bid Documents. To the best of our knowledge there is currently no manufacturer of Ductless Split Systems which meet “Buy America.” Please advise how we should address this issue in our bid.

Answer: The design of the mini-split system was based on EMI units and is reflected in the mechanical schedules. At the time the design was undertaken and completed, EMI was an approved manufacturer under “Buy America” requirements. The specifications do not specify any specific manufacturer to use for these systems. The bidder must provide a system that meets the technical requirements set forth in the bid documents. Additionally, the bidder should review the Buy America certification contained within the bid documents (Form 14) and check the appropriate box regarding compliance with the Buy American preferences. The form allows for the bidder to state they cannot fully comply and identifies the necessary steps to be taken should they be the selected contractor. Broward County is aware of lack of available equipment which meets the Buy America requirements and is preparing a request for waiver of Buy America requirements.

5. 

Question: Basis of design in equipment schedule for individual homes for HVAC Split System is Trane. Effective August 2013, Trane equipment no longer meets “Buy America” provision of the Bid Documents. The specified basis of design Trane condenser for 4-tons on the equipment schedule is 4TTX and is single speed. Specification 238126, Section 2.2.A.2.c indicates condensers of 4 Tons or more are to be two-speed. Please clarify whether condensers of 4 tons must be two-speed.

Answer: The design of the HVAC split system was based on Trane equipment and is reflected in the mechanical schedules. At the time the design was undertaken and completed, Trane was an approved manufacturer under “Buy America” requirements. The specifications do not specify any specific manufacturer to use for these systems. The bidder must provide a system that meets the technical requirements set forth in the bid documents. Additionally, the bidder should review the Buy America certification contained within the bid documents (Form 14) and check the appropriate box regarding compliance with the Buy American preferences. The form allows for the bidder to state they cannot fully comply and identifies the necessary steps to be taken should they be the selected contractor.

6. 

Question: In reviewing HVAC equipment requirements we noticed that Specification 238126 provided to us in hard copy bound Bid Documents does not match the 238126 Specification contained on the Bid Document CD. Specifically, the CD lists potential equipment manufacturers, whereas the hard copy you provided us does not list potential equipment manufacturers.

Answer: Please refer to section 238126 of the hard copy bid documents for the correct language. There are no manufacturers listed for the HVAC equipment. Bidders are to provide a product based upon the information contained within the technical specifications. The bid document CD contained a previous version of the document and should be disregarded. A new CD will be provided to each plan holder.

7. 

Question: Is the Contractor responsible for expenses related to the removal and reinstallation of security systems contacts? If so, will a change order be accepted by the Owner for that expense?

Answer: The awarded Contractor is responsible for all costs associated with removal and reinstallation of the security system. See Volume 1, Section 01 7300, Execution – Section 3.04 Security Systems.

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

NAME OF COMPANY: S&L SPECIALTY CONTRACTING, INC.
BY THIS BOND, We  
S & L Specialty Contracting, Inc.,  
as Principal, hereinafter called CONTRACTOR, and  
Hartford Casualty Insurance Company, as Surety, are bound to the  
Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of  
Six Million Nine Hundred Ninety Four Thousand Four Hundred Twenty Five and 00/100 Dollars ($6,994,425.00) 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.: Z1181703C1, awarded the 18th day of February 2014, 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  
Residential Sound Insulation - Group 3800D, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

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

3) Performs the guaranties 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 18th day of February, 2014.

INSURANCE COMPANY: Agent and Attorney-in-Fact
500 Plum Street, Syracuse, NY 13204
Address, City, State, Zip Code
(315) 474-3374
Telephone Number

CONTRACTOR:
S&L Specialty Contracting, Inc.
(Name of Contractor)
(Signature)

JAMES W. LEANA, PRESIDENT
(Print Name and Title of Signer)

SPECIAL PROVISION 13
Z1181703C1 Residential Sound Insulation - Group 38000
Individual Acknowledgment

State of

County of

On this day of 20 before me personally came

and known to me to be the individual described in and who executed the foregoing instrument, and acknowledge to me that he executed the same.

My commission expires

Notary Public

Firm Acknowledgment

State of

County of

On this day of 20 before me personally came

to be a member of the firm of described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires

Notary Public

Corporation Acknowledgment

State of New York

County of Onondaga

On this day of February 20 before me personally came

who being by me duly sworn, did depose and say that he/she is the President of S&L Specialty Contracting, Inc. the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

My commission expires

Notary Public

Surety Acknowledgment

State of New York

County of Onondaga

On this 18th day of February 20 before me personally came

Richard A. Lyons, to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Hartford Casualty Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires

Notary Public
Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
One Hartford Plaza
Hartford, Connecticut 06165
call: 888-266-3488 or fax: 860-767-5835

I(NOWAll PERSONS BY THESE PRESENTS THAT:

Agency Code: 01-310817

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

George J. Schurck, Roy S. Moore III, Richard A. Lyons

of

Syracuse, NY

their true and lawful Attorney(s)-in-Fact, each In their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments In the nature thereof, on behalf of the Companies In their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted In any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have cause these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott R. Pateka, Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 18, 2014

Signed and sealed at the City of Hartford.

[Seals]

Gary W. Stumper, Assistant Vice President
ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF ............................................. { ss
COUNTY OF ............................................. { ss

On this ............................................. day of ............................................., ........................ before me personally appeared
........................................................................................................ to be known, who, being by me duly sworn, did depose and
say; that he/she resides at ................................................................., that he/she
is the ................................................................. President of ................................................................., the
corporation described in and which executed the within insurance instrument; that he/she knows the seal of
said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the
Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

........................................................................................................

ACKNOWLEDGMENT OF PRINCIPAL - IF INDIVIDUAL OR FIRM

STATE OF ............................................. { ss
COUNTY OF ............................................. { ss

On this ............................................. day of ............................................., ........................ before me personally appeared
........................................................................................................ to be known to be (the individual) (one of the firm) of
........................................................................................................, described in and who executed the within instrument
and he/she thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

........................................................................................................

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF ............................................. { ss
COUNTY OF ............................................. { ss

On this ............................................., before me personally came ................................................................. to me known, who, being by me duly sworn, did depose and say; that he/she resides in
........................................................................................................, State of ............................................., that he/she is the Attorney-in-Fact of the
the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to ................................................................. (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

........................................................................................................

Notary Public
HARTFORD CASUALTY INSURANCE COMPANY

Indianapolis, Indiana

Financial Statement, December 31, 2012

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Government Bonds</td>
<td>Reserve for Claims</td>
</tr>
<tr>
<td>$80,015,301</td>
<td>and Claim Expense</td>
</tr>
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<td>Bonds of Other Governments</td>
<td>1,008,167,770</td>
</tr>
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<td>46,889,763</td>
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<td>State, County Municipal</td>
<td>258,177,441</td>
</tr>
<tr>
<td>Miscellaneous Bonds</td>
<td>Reserve for Taxes, License</td>
</tr>
<tr>
<td>1,844,550,939</td>
<td>8,764,864</td>
</tr>
<tr>
<td>Stocks</td>
<td>Miscellaneous Liabilities</td>
</tr>
<tr>
<td>2,110,201</td>
<td>14,093,380</td>
</tr>
<tr>
<td>Short Term Investments</td>
<td>Total Liabilities</td>
</tr>
<tr>
<td>7,468,807</td>
<td>$1,289,173,435</td>
</tr>
<tr>
<td>$1,981,035,011</td>
<td></td>
</tr>
<tr>
<td>Real Estate</td>
<td>Capital Paid in $</td>
</tr>
<tr>
<td>$0</td>
<td>4,800,000</td>
</tr>
<tr>
<td>Cash</td>
<td>Surplus</td>
</tr>
<tr>
<td>62,520</td>
<td>902,516,412</td>
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<tr>
<td>Agents' Balances (Under 90 Day)</td>
<td>Surplus as regards Policyholders</td>
</tr>
<tr>
<td>29,696,090</td>
<td>$907,316,412</td>
</tr>
<tr>
<td>Other Invested Assets</td>
<td>Total Liabilities, Capital and Surplus</td>
</tr>
<tr>
<td>25,197,872</td>
<td>$2,196,489,846</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td></td>
</tr>
<tr>
<td>160,498,353</td>
<td></td>
</tr>
<tr>
<td>Total Admitted Assets</td>
<td></td>
</tr>
<tr>
<td>$2,196,489,846</td>
<td></td>
</tr>
</tbody>
</table>

STATE OF CONNECTICUT
COUNTY OF HARTFORD
CITY OF HARTFORD

M. Ross Fisher, Vice President, and Wesley W. Cowling, Assistant Secretary of the Hartford Casualty Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2012.

Subscribed and sworn to before me this 19th day of April, 2013.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

M. Ross Fisher, Vice President

Wesley W. Cowling, Assistant Secretary
HARTFORD CASUALTY INSURANCE COMPANY

Indianapolis, Indiana
Financial Statement, June 30, 2013

<table>
<thead>
<tr>
<th>ASSETS</th>
<th></th>
<th>LIABILITIES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Government Bonds</td>
<td>$73,632,562</td>
<td>Reserve for Claims and Claim Expense</td>
<td>$1,006,251,466</td>
</tr>
<tr>
<td>Bonds of Other Governments</td>
<td>80,833,315</td>
<td>Reserve for Unearned Premiums</td>
<td>266,153,274</td>
</tr>
<tr>
<td>State, County Municipal</td>
<td></td>
<td>Reserve for Taxes, License and Fees</td>
<td>7,830,855</td>
</tr>
<tr>
<td>Miscellaneous Bonds</td>
<td>1,785,081,464</td>
<td>Miscellaneous Liabilities</td>
<td>25,147,879</td>
</tr>
<tr>
<td>Stocks</td>
<td>2,102,053</td>
<td>Total Liabilities</td>
<td>$1,305,383,474</td>
</tr>
<tr>
<td>Short Term Investments</td>
<td>70,471,258</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>$2,011,920,952</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Estate</td>
<td>$0</td>
<td>Capital Paid In</td>
<td>$4,800,000</td>
</tr>
<tr>
<td>Cash</td>
<td>1,708,147</td>
<td>Surplus</td>
<td>955,586,880</td>
</tr>
<tr>
<td>Agents' Balances (Under 90 Day)</td>
<td>34,887,925</td>
<td>Surplus as regards Policyholders</td>
<td>$960,386,880</td>
</tr>
<tr>
<td>Other Invested Assets</td>
<td>27,170,132</td>
<td>Total Liabilities, Capital and Surplus</td>
<td>$2,265,770,353</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>190,083,497</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Admitted Assets</td>
<td><strong>$2,265,770,353</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

STATE OF CONNECTICUT
COUNTY OF HARTFORD
CITY OF HARTFORD

M. Ross Fisher, Vice President, and Wesley W. Cowling, Assistant Secretary of the Hartford Casualty Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of June 30, 2013.

Subscribed and sworn to before me this 1st day of November, 2013.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

M. Ross Fisher, Vice President and Controller

Wesley W. Cowling, Assistant Secretary
FORM GC-11: PAYMENT BOND

BY THIS BOND, We S&L Specialty Contracting, Inc., as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 315 South Franklin Street

Syracuse, NY 13202

Phone: (315) 478-9746

and Hartford Casualty Insurance Company, as Surety, under the assigned Bond Number 01BCSGQ2864, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Six Million Nine Hundred Ninety Four Thousand Four Hundred Twenty Five and 00/100 Dollars ($6,994,425.00) 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.: Z1181703C1, awarded the 18th day of February, 2014, 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 18th day of February, 2014.
ATTEST:  

(CORPORATE SEAL)  

IN THE PRESENCE OF:  

Laura Bigness  

INSURANCE COMPANY:  
Hartford Casualty Insurance Company  

By:  
Richard A. Lyons  
Agent and Attorney-in-Fact  
500 Plum Street  
Syracuse, NY 13204  
Telephone No.: (315) 474-3374
Individual Acknowledgment

State of  
County of  } ss.  

On this _______ day of ________, 20___ before me personally came , to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledge to me that he executed the same.

My commission expires ________________________________ Notary Public

Firm Acknowledgment

State of  
County of  } ss.  

On this _______ day of ________, 20___ before me personally came , to me known, and known to me to be a member of the firm of described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires ________________________________ Notary Public

 Corporation Acknowledgment

State of New York  
County of Onondaga  } ss.  

On this _______ day of February 20, 20___ before me personally came , to me known, who being by me duly sworn, did depose and say that he/she is the of the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

My commission expires ________________________________ Notary Public

Surety Acknowledgment

State of New York  
County of Onondaga  } ss.  

On this _______ day of February 2014 before me personally came , to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires 2014 ________________________________ Notary Public

LISA M WINTON  
Notary Public State of New York  
Qualified in Onondaga Co. No. 604059  
My Commission Expires April 24, 2014
Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: 888-266-3488 or fax: 860-757-5635
Agency Code: 01-310617

KNOW ALL PERSONS BY THESE PRESENTS THAT:

☐ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Ohio
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint,
up to the amount of unlimited:

George J. Schunck, Roy S. Moore III, Richard A. Lyons
of
Syracuse, NY

their true and lawful Attorney(a)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☐, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary
M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT ss. Hartford
COUNTY OF HARTFORD

On this 3rd day of March, 2006, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott B. Pasek
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 16, 2014

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President
ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF ........................................... \} \} ss
COUNTY OF ........................................... \} ss

On this ........................................... day of ..........................................., ....... before me personally appeared ................................................................. to be known, who, being by me duly sworn, did depose and say; that he/she resides at ................................................................., that he/she is the ................................................................. President of ................................................................. the corporation described in and which executed the within Insurance Instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

ACKNOWLEDGMENT OF PRINCIPAL - IF INDIVIDUAL OR FIRM

STATE OF ........................................... \} ss
COUNTY OF ........................................... \} ss

On this ........................................... day of ..........................................., ....... before me personally appeared ................................................................. to me know to be (the individual) (one of the firm) of ................................................................., described in and who executed the within instrument and he/she thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF ........................................... \} ss
COUNTY OF ........................................... \} ss

On this ..........................................., before me personally came ................................................................. to me known, who, being by me duly sworn, did depose and say; that he/she resides in ................................................................. State of ................................................................., that he/she is the Attorney-In-Fact of the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to ................................................................. (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

...........................................................................................................................................................................

Notary Public
### ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Government Bonds</td>
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</tr>
<tr>
<td>Bonds of Other Governments</td>
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<tr>
<td>Miscellaneous Bonds</td>
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<tr>
<td>Stocks</td>
<td>2,110,201</td>
</tr>
<tr>
<td>Short Term Investments</td>
<td>7,468,807</td>
</tr>
<tr>
<td><strong>Total Admitted Assets</strong></td>
<td>$2,196,489,846</td>
</tr>
</tbody>
</table>

### LIABILITIES

<table>
<thead>
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<td><strong>Total Liabilities</strong></td>
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</table>

### STATE OF CONNECTICUT

STATE OF CONNECTICUT  
COUNTY OF HARTFORD  
CITY OF HARTFORD  

M. Ross Fisher, Vice President, and Wesley W. Cowling, Assistant Secretary of the Hartford Casualty Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company’s financial condition as of December 31, 2012.

Subscribed and sworn to before me this 19th day of April, 2013.

Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2016

M. Ross Fisher, Vice President  
Wesley W. Cowling, Assistant Secretary
## HARTFORD CASUALTY INSURANCE COMPANY

**Indianapolis, Indiana**

**Financial Statement, June 30, 2013**

### ASSETS

<table>
<thead>
<tr>
<th>Description</th>
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<td></td>
</tr>
<tr>
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</tr>
<tr>
<td>Stocks</td>
<td>$2,102,053</td>
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<tr>
<td>short term investments</td>
<td>$70,471,288</td>
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<tr>
<td>Real Estate</td>
<td>$0</td>
</tr>
<tr>
<td>cash</td>
<td>$1,706,147</td>
</tr>
<tr>
<td>Agents' Balances (Under 90 Day)</td>
<td>$34,687,925</td>
</tr>
<tr>
<td>Other Invested Assets</td>
<td>$27,170,132</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$190,063,497</td>
</tr>
<tr>
<td>total admitted Assets</td>
<td>$2,265,770,353</td>
</tr>
</tbody>
</table>

### LIABILITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for Claims and Claim Expense</td>
<td>$1,006,251,466</td>
</tr>
<tr>
<td>Reserve for Unearned Premiums</td>
<td>$286,153,274</td>
</tr>
<tr>
<td>Reserve for Taxes, License and Fees</td>
<td>$7,830,855</td>
</tr>
<tr>
<td>miscellaneous Liabilities</td>
<td>$25,147,679</td>
</tr>
<tr>
<td>total liabilities</td>
<td>$1,305,383,474</td>
</tr>
<tr>
<td>Capital Paid In</td>
<td>$4,800,000</td>
</tr>
<tr>
<td>Surplus</td>
<td>$955,586,880</td>
</tr>
<tr>
<td>surplus as regards Policyholders</td>
<td>$960,386,880</td>
</tr>
<tr>
<td>total Liabilities, Capital and Surplus</td>
<td>$2,265,770,353</td>
</tr>
</tbody>
</table>

STATE OF CONNECTICUT

COUNTY OF HARTFORD

CITY OF HARTFORD

M. Ross Fisher, Vice President, and Wesley W. Cowling, Assistant Secretary of the Hartford Casualty Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of June 30, 2013.

Subscribed and sworn to before me this 1st day of November, 2013.

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

M. Ross Fisher, Vice President and Controller

Wesley W. Cowling, Assistant Secretary