DATE: November 21, 2014

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

FROM: Gabriel Ocasio-Davila, Construction Management Administrator

SUBJECT: Contract No. Z1207202C1 with Sun-Up Enterprises, Inc.,
for FLL Westside Water Main improvements

On October 7, 2014, the Broward County Board of County Commissioners awarded a
fixed contract to Sun-Up Enterprises, Inc., for FLL Westside Water Main improvements,
Bid No. Z1207202C1, for the Aviation Department, in the total estimated amount of
$1,729,199, for the Aviation Department (Agenda Item #25) and authorized the Mayor
and Clerk to execute the same.

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

   • Contract with Sun-Up Enterprises, Inc.

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

Once complete, please contact me at 954-359-6124 or email gocasio@broward.org and
I will pick-up the remaining two (2) original Contracts.

Thank you.
CONSTRUCTION CONTRACT DOCUMENTS
FOR THE FOLLOWING PROJECT:

FLL WESTSIDE WATER MAIN IMPROVEMENTS

Aviation Department

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

BID/CONTRACT NO.: Z1207202C1
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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 7 day of October, 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

For
Bertha Henry
Print Name

COUNTY MAYOR or VICE-MAYOR:
Mayor or Vice-Mayor
Print Name

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

Tracy Meyer, Esq.
Print Name

COUNTY ATTORNEY:
Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Aviation Office
2200 SW 45\(^{th}\) Street, Suite 101
Boca Raton, Florida 33431
Telephone: (561) 368-6300
Telecopier: (561) 368-1292

Assistant County Attorney

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

Tracy Meyer, Esq.
Print Name

CONTRACTOR:

Sun Up Enterprises Inc.

Name of Contractor

Signature

Jaes T. Wilson, President
Print Name and Title of Signer

Witness
Date

Print Name

Witness
Date

Print Name
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.

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<thead>
<tr>
<th>Article</th>
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<td>5.2.1</td>
<td>Preconstruction Work</td>
<td>30 Days from 1st NTP</td>
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<tr>
<td>5.3.2</td>
<td>Substantial Completion</td>
<td>112 Days from the Project Initiation Date in the 2nd NTP</td>
</tr>
<tr>
<td>5.3.4</td>
<td>Final Completion</td>
<td>30 Days from Substantial Completion</td>
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<tr>
<td>5.2.1</td>
<td>Liquidated Damages for each calendar day after time specified in First Notice to Proceed</td>
<td>$729.08 per day</td>
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<tr>
<td>5.3.3</td>
<td>Liquidated Damages for each calendar day after time specified for Substantial Completion</td>
<td>$1,310.54 per day</td>
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<tr>
<td>5.3.5</td>
<td>Liquidated Damages for each calendar day after time specified for interim Milestones (or phase): [Milestones 1, 2, 3, etc.: Division 1, Section ____]</td>
<td>Interim Milestone #1 $N/A per day</td>
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<tr>
<td></td>
<td></td>
<td>Interim Milestone #2 $N/A per day</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interim Milestone #3 $N/A per day</td>
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<td>20.6</td>
<td>Contractor self-performing percent of Contract Price</td>
<td>25%</td>
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47 The parties designate the following as the respective places for giving of notice:

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

- For Contractor:
  Janet M. Cusanelli, President
  Sun-Up Enterprises, Inc.
  16641 Waters Edge Dr.
  Weston, FL 33326

- SP-1A County Business Enterprise (CBE) commitment: As awarded
- SP-1B Disadvantaged Business Enterprise (DBE) goal commitment (check box): 90%

- SP-6 LEED Category: N/A or Certified, Gold, or Platinum.

- ITB, Form 2: Schedule of Prices Bid
  Contract Base Amount [Incorporate Schedule of Prices Bid here]: $1,629,199.00

- ITB, Section [ ]
  Allowance Account 1: Dewatering Activities: $55,000.00
  Allowance Account 2: Subsurface Utility Exploration: $15,000.00
  Allowance Account 3: Utility Allowance: $25,000.00
  Allowance Account 4: Storm Water Pollution Prevention: $5,000.00

- Notice of Award: Contract Price (TBD after Notice of Award): $1,729,199.00
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 _____ day of ______, 20___, and CONTRACTOR, signing by and through its authorized representative, duly authorized to execute same.

<table>
<thead>
<tr>
<th>COUNTY ADMINISTRATOR ATTEST:</th>
<th>COUNTY MAYOR or VICE-MAYOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Administrator and Ex-Officio Clerk of the Board of County Commissioners</td>
<td>Mayor or Vice-Mayor Date</td>
</tr>
<tr>
<td>___________________________</td>
<td>___________________________</td>
</tr>
<tr>
<td>Bertha Henry Print Name</td>
<td>Barbara Sharief Tim Ryan</td>
</tr>
</tbody>
</table>

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<tr>
<th>COUNTY RISK MANAGER:</th>
<th>COUNTY ATTORNEY:</th>
</tr>
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<tbody>
<tr>
<td>Approved as to surety company qualifications, insurance requirements and insurance documentation.</td>
<td>Approved as to form by</td>
</tr>
<tr>
<td>___________________________</td>
<td>Joni Armstrong Coffey</td>
</tr>
<tr>
<td>Tracy Meyer, Esq. Print Name</td>
<td>Broward County Attorney</td>
</tr>
<tr>
<td>___________________________</td>
<td>Aviation Office</td>
</tr>
<tr>
<td>___________________________</td>
<td>2200 SW 45th Street, Suite 101</td>
</tr>
<tr>
<td>___________________________</td>
<td>Dania Beach, Florida 33312</td>
</tr>
<tr>
<td>___________________________</td>
<td>Telephone: (954) 359-5100</td>
</tr>
<tr>
<td>___________________________</td>
<td>Telexcopier: (954) 359-1292</td>
</tr>
<tr>
<td>___________________________</td>
<td>Assistant County Attorney Date</td>
</tr>
<tr>
<td>___________________________</td>
<td>Alexander J. Williams, Jr., Esq Print Name</td>
</tr>
<tr>
<td>___________________________</td>
<td>Chief Trial Counsel Date</td>
</tr>
<tr>
<td>___________________________</td>
<td>Michael J. Kerr Print Name</td>
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<tr>
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Day of ____________________, 20___
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**For Contractor:**
Janet M. Cusanelli, President
Sun-Up Enterprises, Inc.
16641 Waters Edge Dr.
Weston, FL 33326

| SP-1A   | County Business Enterprise (CBE) commitment                                  | As awarded                                |
| SP-1B   | Disadvantaged Business Enterprise (DBE) goal commitment (check box)          | 90%                                       |
| SP-6    | LEED Category                                                               | N/A or Certified, Gold, or Platinum.      |
| ITB, Form 2: Schedule of Prices Bid | Contract Base Amount [Incorporate Schedule of Prices Bid here] | $1,629,199.00 |
| ITB, Section [] | Allowance Account 1: Dewatering Activities                              | $55,000.00                               |
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|         | Allowance Account 3: Utility Allowance                                      | $25,000.00                               |
|         | Allowance Account 4: Storm Water Pollution Prevention                      | $5,000.00                                |
| Notice of Award | Contract Price (TBD after Notice of Award)                                | $1,729,199.00                            |
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 CPEAM(s).

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 Administrator: The Director of the Broward County Aviation Department, or designee, pursuant to written delegation by the Director of the Broward County Aviation Department, or some other employee expressly designated as Contract Administrator in writing by the County Administrator. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
1.8. 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 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.

1.9. Contract Price: The original amount established in the award by COUNTY, inclusive of Allowance Accounts, as may be amended by Change Order.


1.11. Contract Time: The original time between the Project Initiation Date in the Second 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.

1.12. 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.

1.13. 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.

1.14. 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.

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

1.16. Day(s): Shall mean a calendar day.

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

1.19. 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.

1.20. 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.

1.21. First Notice to Proceed (First NTP): The written notice to CONTRACTOR authorizing preconstruction Work, which includes submission of applications for construction permits 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.

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

1.23. Materials: Materials incorporated in this Project.


1.25. 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.

1.26. 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.

1.27. Project: The construction project described in the Contract Documents, including the Work described therein.
1.28. Project Initiation Date: The date upon which the Contract Time commences, as established by Second NTP.

1.29. 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.

1.30. Second Notice to Proceed: The written notice of CONTRACTOR authorizing commencement of construction Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, CONTRACTOR shall not be entitled to compensation of any kind until issuance of the Second Notice to Proceed. The Contract Time shall commence on the 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.

1.31. 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.

1.32. 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.

1.33. 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.

1.34. 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. This Agreement and its preparation has been a joint effort of both parties to express their mutual intent. No rule of strict construction shall be applied against either party hereto.

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. First Notice to Proceed.

5.2.1. Preconstruction Work shall be commenced within ten (10) calendar days after the issuance of the First Notice to Proceed. CONTRACTOR shall have ten (10) days after receipt of signed and sealed Contract drawings to apply for all construction permits to the applicable permitting authority. Failure to complete the tasks authorized by the First 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 Summary of Terms and Conditions.
5.2.2. After issuance of the First Notice to Proceed, and before the COUNTY issues a Second Notice to Proceed, CONTRACTOR shall submit to COUNTY all of the following items for OWNER's approval:

5.2.2.1. A project schedule in compliance with the requirements of Division 1. Additionally, at the request of the COUNTY, CONTRACTOR shall also provide a cost loaded schedule for review and approval.

5.2.2.2. A preliminary schedule of planned Shop Drawing and submittal submissions;

5.2.2.3. A preliminary 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.

5.2.2.4. Utility coordination schedule: CONTRACTOR shall meet with all utility owners and secure from them a schedule of utility relocation. COUNTY shall not be responsible for the nonperformance by the utility owners.

5.2.2.5. All permits required by authorities having jurisdiction for all portions of the Work, unless otherwise provided by the Contract Documents.

5.2.2.6. Airport Utility Registration Application, if applicable.

5.2.3. Preconstruction Meeting: After receipt of all items identified above, 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. Second Notice to Proceed.

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

5.3.2. Time is of the essence throughout this Contract. The Work shall be substantially completed within the time set forth in the Summary of Terms and Conditions, specified in the Second Notice to Proceed.

5.3.3. 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 Completion. The liquidated amount is set forth in the Summary of Terms and Conditions.

5.3.4. 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 Completion. The liquidated amount is set forth in the Summary of Terms and Conditions.

5.3.5. Failure to meet interim Milestones shall also be cause for the COUNTY to deduct from monies otherwise due the CONTRACTOR a liquidated amount assessed daily as set forth in the Summary of Terms and Conditions.

5.4. 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.

5.5. 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.

5.6. 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 superintendent satisfactory to COUNTY. The superintendent shall not be changed except with the written consent of COUNTY, unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ.

9.2. CONTRACTOR shall supervise 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

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.

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.

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, Audit Rights and Retention of Records

18.1 COUNTY is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, CONTRACTOR and all its subcontractors shall comply with Florida's Public Records Law. To the extent CONTRACTOR is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR and its subcontractors shall:

18.1.2 Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service;

18.1.3 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
18.1.4 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and,

18.1.5 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, and COUNTY shall enforce the default in accordance with the provisions set forth in Article 41.

18.2 CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project, including, without limitation, complete and correct records of payments to each of its subcontractors. For each subcontractor, the books, 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 audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractors, as applicable, shall make same available at no cost to COUNTY in written form.

18.2.1 CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

18.2.2 CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Article 18.
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 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;

21.2.9. Executed subcontracts if requested by COUNTY;

21.2.10. If this Project has been assigned a LEED category, a LEED certification status report; and

21.2.11. If this Project has been assigned a LEED category, documentation of compliance with specifications for Work items that have been designated as intended to support the COUNTY's application for LEED certification.

21.3. 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.

21.4. 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. COUNTY shall not be required to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05 F.S., or otherwise the subject of a claim or demand by the COUNTY or 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.

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

21.5.1. Defective work not remedied.

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

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

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

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

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

21.5.7. Failure to perform Contract requirements.

21.6. Stored Materials and Equipment (on site):

CONTRACTOR may store materials and equipment at the Project site only on locations designated on the plans. Payment shall be made only for installed materials.

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 120 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

The COUNTY may issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change 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 CPEAM(s) issued by the Contract Administrator.

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. In such event, CONTRACTOR is obligated to proceed with the Work, even though there has not been an agreement reached on the terms of the Change Order.
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, and for which CONTRACTOR is liable, imposed by any governmental authority.

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 seven and one half percent (7.5%) of the direct Cost of the Work, excluding the cost of additional insurance and bonds. If a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%). This 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.

26.5.4. No fee, Overhead or Profit shall be payable to CONTRACTOR for costs incurred under 26.5.2 where the Subcontractor is owned by, or an affiliate of the CONTRACTOR by common ownership or management, or is effectively controlled by the CONTRACTOR. For purposes of this provision, this would include an affiliate of any member of the CONTRACTOR team or entity, whether Limited Liability Company, Partnership, Joint Venture or otherwise.

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
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 changed Work, and no reservation of claims for additional time by the CONTRACTOR shall be valid unless the reservation includes the number of days reserved and the scope of Work associated with those days.

Article 27: No Damages for Delay, Non-Excusable And Excusable Delays

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

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. Compensable Excusable Delay:

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

27.6.2. Caused solely by fraud, bad faith or active interference on the part of COUNTY or its agents, and

27.6.3. The Delay is not concurrent with a Non-Compensable Delay.

27.7. Non-Compensable Excusable Delay:

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

27.7.2. 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

27.7.3. 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

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

27.8. 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.

27.9. In no event shall the CONTRACTOR be excused for interim Delays which do not extend the Contract Time or Milestones.
27.10. 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. If the COUNTY and CONTRACTOR cannot resolve a request within sixty (60) days after submission, CONTRACTOR may re-submit the request as a Claim in accordance with the Contract Documents. 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.

29.3. Submission of Claims.

29.3.1. If the project has a Dispute Avoidance Panel, the CONTRACTOR must discuss the disputed issue at a Dispute Avoidance Panel meeting before the CONTRACTOR may submit a Claim. Failure to discuss a disputed matter at a Dispute Avoidance Panel meeting shall constitute a waiver of any Claim arising from that matter; and

29.3.2. Each Claim must be submitted within ninety (90) days of the submission of the request for an adjustment to the Contract Time or Contract Base Amount.

29.3.3. 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.
29.4. Reservation of Claim Amounts and Time.

29.4.1. 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.

29.4.2. 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.

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

29.4.4. 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.

29.4.5. 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 file 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.

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: Beneficial Occupancy**

32.1. Beneficial Occupancy shall occur when the COUNTY in its sole discretion determines that a portion of the Work may be occupied prior to Substantial Completion.

32.2. Beneficial Occupancy shall not constitute Substantial or Final Acceptance of the Work, nor shall it relieve the CONTRACTOR of any responsibility for the correction of Work or for the performance of Work not complete at the time of Beneficial Occupancy.

32.3. Prior to Beneficial Occupancy, the CONTRACTOR shall obtain a Certificate of Occupancy or Completion from the appropriate Authority Having Jurisdiction.

32.4. Prior to the anticipated date of Beneficial Occupancy, the CONTRACTOR shall instruct COUNTY personnel as necessary for the proper operation and maintenance of all equipment and machinery that will serve the portion of the Work being occupied.

32.5. After Beneficial Occupancy and as conditions of Substantial Completion, the CONTRACTOR shall deliver to the COUNTY complete as-built drawings, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required for all installed materials, equipment, or machinery, all applicable warranties and guaranties, and the appropriate Certificate of Occupancy or Completion that are related to the portion of the Work being occupied.

32.6. CONTRACTOR's insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such Beneficial Occupancy.

32.7. CONTRACTOR shall be responsible to maintain all utility services to areas occupied by the COUNTY until Final Acceptance.

**Article 33: Partial Substantial Completion**

Partial Substantial Completion of the Work shall occur when the COUNTY determines that a portion of the Work, as defined by logical boundaries, is Substantially Complete, in accordance with the Contract Documents. COUNTY shall have the right at its sole option to designate such portions of the Work as Substantially Complete. Partial Substantial Completion shall not constitute Final Acceptance of the Work, nor shall it relieve the CONTRACTOR of any
responsibility for the correction of Work or for the performance of Work not complete at the time of Partial Substantial Completion.

Article 34: Substantial Completion

34.1. 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:

34.1.1. 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.

34.1.2. CONTRACTOR shall deliver all executed warranties.

34.1.3. CONTRACTOR shall deliver all as-built drawings.

34.1.4. CONTRACTOR shall deliver operation and maintenance manuals.

34.1.5. 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.

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

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

34.2. 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 35: Guarantees And Warranties

35.1. 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.

35.2. 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.

35.3. 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.

35.4. 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
35.5. The CONTRACTOR shall also furnish any special guarantee or warranty called for in the Contract Documents.

**Article 36: 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 37: Final Acceptance and Final Payment**

37.1. 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.

37.2. 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.”

37.3. Final payment shall be made only after the COUNTY has reviewed and approved the Final payment package. CONTRACTOR’s acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR.

**Article 38: Performance Bond and Payment Bond**

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.

38.1. 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.

38.2. Each Bond shall continue in effect for one (1) year after Final Completion of the Work. This is not intended to shorten the limitations period provided for in Section 95.11(2)(b) Florida Statutes.

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

38.3.1. 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.

38.3.2. 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.

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

38.3.4. 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.

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

Article 39: Indemnification

39.1. 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.

39.2. 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 40: Suspension of Work

40.1. 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.

40.2. 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.

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

Article 41: Termination

41.1. 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.
41.1.1. 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.

41.1.2. 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:

41.1.2.1. 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

41.1.2.2. Fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the CBE/DBE contractual obligations.

41.1.3. 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.

41.2. 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:

41.2.1. 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.

41.2.2. 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 42: Compliance With Laws**

42.1. 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.

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

**Article 43: Permits and Fees**

43.1. 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 a paid receipt or other acceptable documentation. Reimbursement to CONTRACTOR shall not include Overhead and Profit of CONTRACTOR.

43.2. 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.

43.3. 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.

43.4. 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 44: 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 45: 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.
45.1. 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.

45.2. 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 46: EEO and OESBD Compliance**

46.1. 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.

46.2. 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.

46.3. 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.

46.4. 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 47: 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.

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SECTION 4 - SPECIAL PROVISIONS

Special Provisions begin on the next page.
1. The CBE Program, which is implemented under the Broward County Business Opportunity Act of 2012 (Broward County Ordinance No. 2012-33 as may be amended from time to time), referred to as the "Act," provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. In completing this Project, CONTRACTOR agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the Contract. CONTRACTOR acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Equal Opportunity, may make minor administrative modifications to the CBE Program, which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to CONTRACTOR and shall include a deadline for CONTRACTOR to notify COUNTY if CONTRACTOR concludes that the modification exceeds the authority of this section of this Contract. Failure of CONTRACTOR to timely notify COUNTY of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by CONTRACTOR.

The COUNTY shall have the right to review each proposed amendment, extension, modification, or change order to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, or change orders increases the initial Contract Price by ten percent (10%) or more, for opportunities to include or increase the participation of CBE firms already involved in this Contract. CONTRACTOR shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Office of Economic and Small Business Development.

2. The Parties acknowledge that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. CONTRACTOR understands that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. CONTRACTOR agrees to meet its CBE participation commitment as described in the Contract Documents, "Summary of Terms and Conditions" by utilizing the CBE firms for the work and percentage of work amounts identified in each Letter Of Intent.

CONTRACTOR may not terminate for convenience a CBE firm listed as a Subcontractor in the CONTRACTOR's bid or offer without the COUNTY's prior written consent, which consent shall not be unreasonably withheld. CONTRACTOR shall inform COUNTY immediately when a CBE firm is not able to perform or if CONTRACTOR believes the CBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONTRACTOR to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including for cause, CONTRACTOR shall, with notice to and concurrence of the Broward County Office of Economic and Small Business Development.
Development Division, substitute another CBE firm in order to meet the level of CBE participation provided herein. Such substitution shall not be required in the event the termination results from COUNTY changing the Scope of Work hereunder and there is no available CBE to perform the new Scope of Work.

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

4. CONTRACTOR shall allow County to engage in on-site reviews to monitor CONTRACTOR's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development. County shall have access, without limitation, to CONTRACTOR's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow COUNTY to determine CONTRACTOR's compliance with its commitment to the CBE participation goal and the status of any CBE firm performing any portion of this Contract.

5. CONTRACTOR understands that it is the responsibility of the Contract Administrator and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard, CONTRACTOR shall report monthly regarding compliance with its CBE obligations.

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

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

6.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by CONTRACTOR, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between CONTRACTOR and COUNTY; nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceeding.

6.3 Nothing under this Article shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Contract.
7. Nonpayment of a CBE Subcontractor or supplier as required by this Contract shall be a material breach of this Contract and County's Contract Administrator may, at his or her option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such Subcontractor, or supplier. CONTRACTOR agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Article 7 shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its CBE Subcontractor or supplier.

8. If CONTRACTOR fails to comply with the requirements of this Contract, or the requirements of the Broward County Business Opportunity Act of 2012, COUNTY shall have the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2012, or any other right or remedy provided in the Administrative Procedures of the Office of Economic and Small Business Development, this Contract, or under applicable law, with all such rights and remedies being cumulative.
SPECIAL PROVISION 1B: DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE

NOT USED
SPECIAL PROVISION 2A: PREVAILING WAGE RATES

The Prevailing Wage Rate Ordinance applies to this Project. The following sections shall apply.

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

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

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

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

5. Sections 1 through 4 above shall apply to this Contract to the extent that it is (1) a prime Contract subject to the ordinance; or (2) a Subcontract also subject to the ordinance under such prime Contract.

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

7. CONTRACTOR shall submit, with each requisition for payment, a signed and sworn Statement of Compliance (Form GC-3) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

8. The COUNTY Representative may withhold or cause to be withheld from CONTRACTOR so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards
employed by CONTRACTOR or any Subcontractor on the work, the full amount of wages required by the Contract.

9. If CONTRACTOR or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by the Contract, the COUNTY Representative may, after written notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.
SPECIAL PROVISION 2B: DAVIS-BACON WAGE RATES

NOT USED
SPECIAL PROVISION 3: DOMESTIC PARTNERSHIP REQUIREMENT

CONTRACTOR will comply with the COUNTY's Domestic Partnership Act (Section 16½ of the Broward County Code of Ordinances, as amended) during the entire term of the Contract. The failure of the CONTRACTOR to comply shall be a material breach of the Contract, entitling the COUNTY to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due the CONTRACTOR until the CONTRACTOR complies; (2) termination of the Contract; (3) and suspension or debarment of the CONTRACTOR from doing business with the COUNTY.
SPECIAL PROVISION 4A: INSURANCE REQUIREMENTS

NOT USED
SPECIAL PROVISION 4B: INSURANCE REQUIREMENTS - OCIP

1. COUNTY Provided Insurance. COUNTY will provide an Owner Controlled Insurance Program ("OCIP") for the Project. The OCIP will be administered by Aon Risk Services of Florida, Inc. The OCIP is more fully described in the Insurance Manual and Safety and Loss Prevention Manual (the "Insurance Manual") for the Project, which are hereby incorporated into this Contract by this reference and attached hereto as Exhibit "", and as may be amended and revised from time to time. Parties performing labor or services at the Project site are eligible to enroll in the OCIP, unless they are Excluded Parties (as defined below). The OCIP will provide to Enrolled Parties (as defined below) Workers' Compensation and Employer's Liability insurance, Commercial General Liability insurance, Excess Liability insurance, Builder's Risk insurance, and Pollution Liability insurance as summarily described below, in connection with the performance of Work ("OCIP Coverages").

1.1. Enrolled Parties and Their Insurance Obligations. OCIP Coverages shall cover Enrolled Parties. Enrolled Parties are: the COUNTY, the OCIP Administrator, CONTRACTOR and eligible Subcontractors of all tiers that enroll in the OCIP, and such other persons or entities as COUNTY may designate, in its sole discretion (each party insured under the OCIP is an "Enrolled Party."") Enrolled Parties shall obtain and maintain, and shall require each of its or their Subcontractors to obtain and maintain, the insurance coverage specified in Article 1.2, below, and in the Insurance Manual.

1.2. Excluded Parties and Their Insurance Obligations. The OCIP Coverages do not cover the following "Excluded Parties":

(a) Hazardous materials remediation, removal and/or transport companies and their consultants;

(b) Architects, surveyors, engineers, and soil testing engineers, and their consultants;

(c) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project site;

(d) CONTRACTOR and each of its or their respective Subcontractors of all tiers that do not perform any actual labor on the Project site; and

(e) Any parties or entities excluded by COUNTY in its sole discretion, even if they are otherwise eligible.

Excluded Parties and parties no longer enrolled in or covered by the OCIP shall obtain and maintain, and shall require each of its or their Subcontractors of all tiers to obtain and maintain, the insurance coverage specified in this Article, and in the Insurance Manual for all on-site and off-site operations.

1.3. OCIP Insurance Policies Establish the OCIP Coverages. The OCIP Coverages and exclusions summarized in this Article or in the Insurance Manual are set forth in full in their respective insurance policies. The summary descriptions of
the OCIP Coverages in this Article or the Insurance Manual are not intended to be exhaustive, or to alter or amend any provision of the actual OCIP Coverages. In the event that any provision of this Article, or the Insurance Manual conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.

1.4. Summary of OCIP Coverages. OCIP Coverages shall apply only to those operations of each Enrolled Party performed at the Project site in connection with the Work, and only to Enrolled Parties that are eligible for the OCIP. OCIP Coverages shall not apply to ineligible parties, even if they are erroneously enrolled in the OCIP. An Enrolled Party’s operations away from the Project site, including product manufacturing, assembling, or otherwise, shall only be covered if such off-site operations are identified and are dedicated solely to the Project. OCIP Coverages shall not cover off-site operations until receipt by CONTRACTOR or its Subcontractor of any tier of written acknowledgment of such coverage from the OCIP Administrator. The OCIP shall provide only the following insurance to eligible and Enrolled Parties:

**Summary Only**

1.4.1. **Workers’ Compensation insurance** at the Statutory Limit in compliance with the Workers’ Compensation Law of the State of Florida, and in compliance with all federal laws, including U.S. Longshore & Harbor Workers Act, and Jones Act coverage, where appropriate.

This insurance is primary for all occurrences at the Project site.

1.4.2. Employer’s Liability Insurance with the following limits:

- Bodily Injury by Accident, each accident $1,000,000
- Bodily Injury by Disease, each employee $1,000,000
- Bodily Injury by Disease, policy limit $1,000,000

This insurance is primary for all occurrences at the Project site.

1.4.3. **Commercial General Liability Insurance** provided on ISO Occurrence Form, or its equivalent, with the following limits:

- Each Occurrence Limit $2,000,000
- General Aggregate Limit for all Enrolled Parties $4,000,000
- Products & Completed Operations Aggregate for all Enrolled Parties $4,000,000

Ten (10) Years Products & Completed Operations Extension

This insurance is primary for all occurrences at the Project site.

1.4.4. **Excess Liability Insurance** (over Employer’s Liability & General Liability), with the following limits:
COUNTY may obtain and maintain **Builder's Risk insurance** for the Project, providing coverage for all risks of direct physical loss or damage including flood, earthquake, and named windstorm, as more fully described in the original policy wording. CONTRACTOR, and all subcontractors of every tier performing a portion of the Work on the Project shall be additional insureds under the Builder’s Risk insurance, as their respective interests appear. The Builder’s Risk insurance will provide for property in the course of construction, including offsite storage, transit, buildings, structures, fixtures, materials, foundations, machinery and equipment, cold testing, and damage to existing property business interruption at the Ft. Lauderdale Hollywood International Airport and Port Everglades, all as more fully described in the original policy wording. The Builder’s Risk insurance will provide minimum limits of liability of $50,000,000 for physical damage and loss per project, subject to additional sub-limits as set forth in the original policy wording. CONTRACTOR shall be responsible for all deductibles under the Builder's Risk insurance up to $25,000 per occurrence.

**CONTRACTOR's Pollution Liability (“CPL””) insurance**, providing coverage for claims for bodily injury, property damage, clean-up costs, and related legal defense expense for pollution conditions that result from, or are disrupted by, the services rendered in performance of the contract by or on behalf of CONTRACTOR or any Subcontractor. Coverage will include, clean-up costs, extensions for transportation and disposal, will include full severability of interests, and will not be restricted by any time element limitations, mold, asbestos, or lead based paint exclusions. Coverage will apply to pollution conditions on, at, under, or migrating from the Project site. The CPL insurance shall have the following limits:

- **Each Loss**: $200,000,000
- **Aggregate**: $200,000,000

CONTRACTOR shall be responsible for all deductibles under the Contractor’s Pollution Liability (“CPL”) insurance, up to $50,000.

1.5. **COUNTY’s Obligations.** COUNTY shall pay the costs of premiums for the OCIP Coverages. COUNTY will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. CONTRACTOR hereby assigns to COUNTY the right to receive all such adjustments, and shall require each of its Subcontractors of every tier to assign to COUNTY the right to receive
all such adjustments. COUNTY assumes no obligation to provide insurance other than that specified in this Article, and in the OCIP insurance policies. COUNTY'S furnishing of OCIP Coverages shall in no way relieve or limit, or be construed to relieve or limit, CONTRACTOR or any of its Subcontractors of any responsibility, liability, or obligation imposed by the Contract Documents, the OCIP insurance policies, or by law, including, without limitation, any indemnification obligations which CONTRACTOR or any of its Subcontractors have to COUNTY thereunder. COUNTY reserves the right at its option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the Contract Documents.

1.6. CONTRACTOR'S OCIP Obligations. CONTRACTOR shall:

1.6.1. Incorporate the terms of this Article of this Contract, concerning the OCIP, into all subcontract agreements.

1.6.2. Enroll in the OCIP within five (5) days of execution of the Contract and maintain enrollment in the OCIP for the duration of the Contract, and assure that each of CONTRACTOR'S eligible Subcontractors of every tier enroll in the OCIP, and maintain enrollment in the OCIP for the duration of their respective subcontract within five (5) days of subcontracting and prior to the commencement of Work at the Project site.

1.6.3. Comply with all of the administrative, safety, insurance, and other requirements outlined in this Article, the Insurance Manual, the OCIP Safety and Loss Prevention Manual which is attached hereto as Exhibit the OCIP insurance policies, or elsewhere in the Contract Documents.

1.6.4. Provide to each of its Subcontractors of every tier a copy of the Insurance Manual, and ensure Subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this Article, and the Contract Documents. The failure of (a) COUNTY to include the Insurance Manual in the bid documents or (b) CONTRACTOR to provide to each of its eligible Subcontractors of every tier a copy of the same shall not relieve CONTRACTOR or any of its Subcontractors from any of the obligations contained therein.

1.6.5. Acknowledge, and require all of its Subcontractors of every tier to acknowledge, in writing, that COUNTY and the OCIP Administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an "OCIP Insurer"), that neither COUNTY nor the OCIP Administrator are responsible for any claims or disputes between or among CONTRACTOR, its Subcontractors of any tier, and any OCIP Insurer(s), and that neither COUNTY nor OCIP Administrator guaranties the solvency or the availability of limits of any OCIP Insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP Coverages that CONTRACTOR or its Subcontractors of any tier require for its or their own protection, or that
is required by applicable laws or regulations, shall be CONTRACTOR'S or its Subcontractors' sole responsibility and expense, and shall not be billed to COUNTY.

1.6.6. Exclude the Cost of OCIP Coverages from CONTRACTOR'S bid or proposal, and ensure that each Subcontractor of every tier excludes the Cost of OCIP Coverages from their respective bids or proposals. The "Costs of OCIP Coverages" is defined as the amount of CONTRACTOR'S and its Subcontractors' reduction in insurance costs due to eligibility for OCIP Coverages which includes reduction in insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of a self-funded program, self-insured retention, or deductible program. The Cost of OCIP Coverages must include expected losses within any retained risk. CONTRACTOR must deduct the Cost of OCIP Coverages for all Subcontractors in addition to their own Cost of OCIP Coverages. Change orders must also be priced to exclude the Cost of OCIP Coverages.

1.6.7. Cooperate fully with the OCIP Administrator and the OCIP Insurers, as applicable, in the administration of the OCIP.

1.6.8. Provide, within five (5) days of COUNTY's or the OCIP Administrator's request, all documents or information requested of CONTRACTOR or its Subcontractors relating to eligibility for, enrollment in, or administration of the OCIP. Such information may include, but may not be limited to, payroll records, certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, construction cost estimates for this Project, including auditable records of the calculation of the bid or Contract Price or any subcontract amount, pricing for each cost included in the bid or Contract Price or any subcontract amount, or such other data or information as COUNTY, the OCIP Administrator, or OCIP Insurers may request in the administration of the OCIP, to verify that the Costs of OCIP Coverages were not included in the Contract Price or any subcontract amount, or as required by the Insurance Manual. All such records shall be maintained through the term of the Contract and for a period of one (1) year thereafter.

1.6.9. Comply, and require all of its Subcontractors to comply with OCIP Administrator's instructions for electronically enrolling in the OCIP using "Aon Wrap" and for electronically reporting payroll using "AonWrap." If a CONTRACTOR or Subcontractor cannot provide payroll information electronically, they may provide it to the OCIP Administrator.

1.6.10. Pay to COUNTY a sum of up to $5,000 for each occurrence under the OCIP's Commercial General Liability Policy, including court costs, attorneys' fees and costs of defense for bodily injury or property damage to the extent losses are attributable to CONTRACTOR'S Work, acts, or omissions, the Work, acts, or omissions of any of
CONTRACTOR'S Subcontractors, or the Work, acts or omissions of any other entity or party for whom CONTRACTOR or its Subcontractor may be responsible ("General Liability Obligation").

2. Additional Insurance Required From Enrolled Parties and Excluded Parties. CONTRACTOR shall obtain and maintain, and shall require each of its Subcontractors of all tiers to obtain and maintain, the insurance coverages specified in this Article in a form and from insurance companies reasonably acceptable to COUNTY. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. Each policy required under this Article, except the Workers' Compensation policy, shall name COUNTY, Consultant, the OCIP Administrator, their respective officers, agents and employees, and any additional entities as COUNTY may request as additional insureds. The additional insured endorsement shall state that the coverage provided to the additional insureds is primary and non-contributory with respect to any other insurance available to the additional insureds. CONTRACTOR shall provide certificates of insurance coverage to COUNTY or the OCIP Administrator as required by the Insurance Manual. Enrolled Parties are to provide evidence of Worker's Compensation, Employer's Liability, General Liability, and Excess Liability insurance, as set out below, for off-site activities, and evidence of Automobile Liability insurance for all activities, both on-site and off-site. Excluded Parties must provide evidence of all insurance set out below for both on-site and off-site activities.

2.1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers with a combined single limit of not less than $1,000,000 for bodily injury, $1,000,000 for property damage, with a $5,000,000 policy limit for vehicles traveling airside at the COUNTY's Airport.

2.2. Workers' Compensation insurance at the Statutory Limit in compliance with the Workers Compensation Law of the State of Florida, and in compliance with all federal laws, including U.S. Longshore & Harbor Workers Act, and Jones Act coverage, where appropriate, and Employer's Liability insurance with limits of not less than $1,000,000 each accident, $1,000,000 each employee, and with a $1,000,000 policy limit.

2.3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy ("Occurrence Form"). The limits shall be:

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<td>Each Occurrence</td>
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<td>General Aggregate</td>
<td>$2,000,000/$4,000,000</td>
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<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000/$4,000,000</td>
</tr>
<tr>
<td>Personal/Advertising Injury Aggregate</td>
<td>$1,000,000/$2,000,000</td>
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</tbody>
</table>

Ten (10) Years Products/Completed Operations Extension

2.4. If required by COUNTY, Aviation and/or Watercraft Liability Insurance, in form and with limits of liability and from an insurer reasonably satisfactory to the COUNTY.
2.5. Contractor's Pollution Liability insurance for Excluded Parties, with the following limits:

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

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

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

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

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

2.7. For all policies provided under this Article, 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.

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

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

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

2.11. COUNTY and Consultant are to be expressly included as an Additional Insured in the name of Broward County 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 an additional insured.

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


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

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

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

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

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

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

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

3.4. Withholding Payments. COUNTY may withhold from any payment owed or owing to CONTRACTOR or its Subcontractors of any tier the costs of OCIP Coverages if they are included in a request for payment. In the event a COUNTY audit of CONTRACTOR’S records and information reveals a discrepancy in the insurance, payroll, safety, or any other information required by the Contract Documents to be provided by CONTRACTOR to COUNTY, or to the OCIP Administrator, or reveals the inclusion of the cost of OCIP Coverages in any payment for the Work, COUNTY shall have the right to full deduction from the Contract Price of all such costs of OCIP Coverages and all audit costs. Audit costs shall include, but shall not be limited to, the fees of the OCIP Administrator, and the fees of attorneys and accountants conducting the audit and review. If the CONTRACTOR or its Subcontractors fail to timely comply with any provisions of this Contract concerning the OCIP, COUNTY may withhold any payments due to CONTRACTOR and/or its Subcontractors of any tier until such time as they have complied. Such withholding by COUNTY shall not be deemed to be a default under the Contract Documents.

3.5. Waiver of Subrogation. Where permitted by law, CONTRACTOR hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against COUNTY, the OCIP Administrator, their officers, agents, or employees, and any other contractor or Subcontractor performing Work or rendering services on behalf of COUNTY in connection with the planning, development and construction of the Project. COUNTY also requires that all CONTRACTOR maintained insurance coverage related to the Work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against CONTRACTOR, COUNTY, the OCIP Administrator, and their officers, agents, or employees. Where permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.
3.6. Duty of Care. Nothing contained in this Article, or the Insurance Manual shall relieve the CONTRACTOR or any of its Subcontractors of any tier of their respective obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract Documents.

3.7. Conflicts. In the event of a conflict, the provisions of the OCIP insurance policies shall govern, then the provisions of the Contract and its other related Contact Documents, then the provisions of the Insurance Manual.
SPECIAL PROVISION 5: BUILDING INFORMATION MODELING (BIM)

NOT USED
SPECIAL PROVISION 6: LEED AND SUSTAINABLE BUILDINGS

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
NOT USED
NOT USED
SPECIAL PROVISION 10: FDOT CONTRACT PROVISIONS

NOT USED
1. **SECURITY**

**Airport Security Program and Aviation Regulations.**

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

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

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

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

(d) The provisions hereof shall survive the expiration or any other termination of this Agreement.
Broward County Aviation Department (BCAD) utilizes electronic media as the principal way to develop, communicate and archive information concerning its various airport programs.

Prior to development of scope of services for any work authorization or commencing work under any Contract, the Consultant/Contractor must contact the contract administrator and/or designated project manager to verify they have a copy of the latest version of BCAD’s Electronic Media Submittal Requirements. BCAD modifies these requirements as needed to make corrections and/or to keep up with latest industry trends, best practices, guidelines, standards and regulations, as well as, to improve its internal processes. Some requirements below may not apply, or additional requirements may be needed, based on the nature of the scope of services and associated deliverables. Any deviations from the requirements below must be approved by BCAD’s contract administrator or the project manager designated to approve or deny such requests.

(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, as detailed in Section (C) below. All GIS data shall be delivered in formats compatible with ESRI ArcGIS version 9.3 or higher. Specific formats (e.g. shape file, layer files, geodatabase, and/or other file type/structure) shall be of BCAD’s choosing to meet their internal needs as well as FAA requirements. All deliverables must include appropriate metadata conforming to BCAD and FAA standards. When requested, the Consultant/Contractor will be required to ensure that all GIS data is formatted for successful submission to the FAA AGIS portal without any additional changes required by BCAD staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD and FAA standards and/or guidelines, including but not limited to: FAA Advisory Circulars (AC) 5300/150-16, 17 and 18, and US National CAD Standards.
2) Target OS 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 software 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) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with Microsoft Access 2007 or higher, and other compatible format requested by BCAD. Data shall be delivered in an ESRI geodatabase format of BCAD's choosing upon request.

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 applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (dbf, xml, ESRI geodatabase, other) as requested by BCAD. Formats may change, at BCADs request, depending on the particulars of the projects. 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, US Survey Feet
   State Plane Coordinate System, Florida East Zone
   North American Vertical Datum (NAVD) 88, US Survey Feet

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 layers used for each drawing, including those 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 tilled, a reference map will be provided depicting the location of each tile image. All raster files shall be tilled if file size reaches a size in excess of what 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 ACs 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), photorealistic 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:

1) 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 geotagged in accordance with BCAD standards, if applicable.
(F) Non-Graphic Format:

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

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

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

(G) Delivery Media and Format:

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

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

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

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

5) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:
   a) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.
   b) Make sure all reference files are attached without device or directory specifications.
c) Compress and reduce all design files using compatible file compression/decompression software approved by BCAD. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased and licensed for BCAD and provided to BCAD with the delivery media.

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

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

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

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

(H) Drawing Development Documentation:

1) Provide the following information for each finished drawing:

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

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

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

d) Layer assignments and lock settings.

e) Text fonts, line style types used, and GIS layer file settings.

f) Any additional information per FAA ACs and BCAD standards.

(I) Submittal:

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

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

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

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

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

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

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

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

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

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

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

(J) Ownership:

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

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

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

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

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

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

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

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

   b) Where electronic media submittals of final site surveys are required, Consultant will provide electronic copies of any existing site survey data already on electronic media.

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

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

(L) Other Digital Information:

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

2) Consultant/Contractor shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.
SPECIAL PROVISION 13: CONTRACTOR AND SUBCONTRACTORS FORMS AND AFFIDAVITS

Forms begin on the next page.
# MONTHLY (CBE) UTILIZATION REPORT

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## SUBCONTRACTING INFORMATION

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Total Amount Paid to Subcontractors to Date:

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

Signature: ____________________________  Title: ____________________________  Date: ____________________________

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR
### FINAL (CBE) UTILIZATION REPORT

<table>
<thead>
<tr>
<th>Report No.</th>
<th>Contract #</th>
<th>Contract Amount</th>
<th>Date Form Submitted</th>
<th>Project Description</th>
<th>Project Completion Date</th>
<th>Prime Contractor</th>
<th>Period Ending</th>
<th>Amount Paid to Prime</th>
<th>Contact Person</th>
<th>Telephone#</th>
<th>Fax#</th>
</tr>
</thead>
</table>

### SUBCONTRACTING INFORMATION

<table>
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<tr>
<th>CBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of work Complied to Date</th>
<th>Amount Paid This Period</th>
<th>Amount Paid To Date</th>
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</table>

**Total Amount Paid to Subcontractors to Date:**

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

**Signature:** ___________________________  **Title:** ___________________________  **Date:** ___________________________

**Note:** The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR-2
FORM GC-3: STATEMENT OF COMPLIANCE (PREVAILING or 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__.  
(NOTARY SEAL)  
(Signature of person taking acknowledgment)  
(Print Name of officer taking acknowledgment)  
(Title or rank)  
(Serial number, if any)

My commission expires: ________________________
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:
_________________________________________ Surety:
_________________________________________ Signature of Authorized
Representative
_________________________________________ Title:
_________________________________________ (Seal)

Attachment: Surety Power of Attorney
CONSENT OF SURETY AND INCREASE OF PENALTY

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 $_____________ dollars ($________) and the penalty of the payment 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>A</th>
<th>B</th>
<th>C</th>
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<tbody>
<tr>
<td>NAME OF SURETY(IES)</td>
<td>INCREASE IN LIABILITY LIMIT UNDER PERFORMANCE BOND</td>
<td>INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND</td>
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<td>$</td>
<td>$</td>
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</tbody>
</table>

A. BUSINESS ADDRESS
B. SIGNATURE
C. TYPED NAME AND TITLE
D. DATE THIS CONSENT EXECUTED

*The Principal or authorized representative shall execute this Consent of Surety and Increase of Penalty with the modification to which it relates. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)

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<th>A</th>
<th>B</th>
<th>C</th>
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<tbody>
<tr>
<td>CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS</td>
<td>PERSON EXECUTING CONSENT (Signature)</td>
<td>TYPED NAME AND TITLE</td>
<td>DATE THIS CONSENT EXECUTED</td>
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<td>(Affix Seal)</td>
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Add similar signature blocks on the back of this form if necessary for additional co-sureties.
FORM GC-6: CERTIFICATE OF SUBSTANTIAL COMPLETION

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 Article 5.3.4 and the Summary of Terms and Conditions 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

Z1207202C1/FLL Westside Water Main Improvements Page 88 of 102 CAF#170AV (Rev. 02-20-2014)
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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</table>

Dated ____________ , 20__

Contractor

By ___________________ 
(Signature)

By ___________________ 
(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__. 

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires: 

Z1207202C1/FLL Westside Water Main Improvements

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FORM GC-8: SUBCONTRACTOR PARTIAL RELEASE OF CLAIM

Broward County, Florida

The undersigned subcontractor, pursuant to the terms of Contract No. _______ between Broward County, Florida and ________________________________ (Contractor) for ________________________________ located at: ________________________________, 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

(Signature)                ________________________________

Printed Name

(Signature)                ________________________________

Printed Name
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: CONTRACTOR

(Signature) (Seal)

____________________________

Company Name

____________________________

(Signature)

____________________________

Printed Name & Title

____________________________

Printed Name
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: 

(Signature) ____________________________________________

Printed Name ________________________________

(Signature) ____________________________________________

Printed Name ________________________________

SUBCONTRACTOR ________________________________

(Seal) 

Company Name ________________________________

(Signature) ____________________________________________

Printed Name & Title ________________________________
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
FORM GC-9: FINAL LIST OF CERTIFIED (CBE or 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

CAF#170AV (Rev. 02-20-2014)
<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME</th>
<th>CERTIFIED CBE/DBE</th>
<th>NON CERTIFIED</th>
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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
FORM GC-10: PERFORMANCE BOND (continued)

total amount payable by COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by COUNTY to CONTRACTOR.

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

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

Signed and sealed this ______ day of ______________________, 20____.

INSURANCE COMPANY: Agent and Attorney-in-Fact

__________________________________________________________
Street

Address, City, State, Zip Code

____________________________
Telephone Number

CORPORATE SECRETARY ATTEST:
(affix Corporate Seal or 2 Witnesses below)

Name of Contractor

Signature

Print Name and Title of Signer

Day of ______________________, 20____
FORM GC-11-1: PAYMENT BOND

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

Business Address: __________________________

Phone: __________________________

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

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

THE CONDITION OF THIS BOND is that if CONTRACTOR:

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

2) Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Contract;
THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

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

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

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

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

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

Signed and sealed this _____ day of ______________________, 20____.
FORM GC-11-1: PAYMENT BOND (continued)

ATTEST:

______________________________
(Name of Corporation)

Secretary

By ______________________________
(Signature and Title)

(CORPORATE SEAL)

(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-11-2: CERTIFICATE AS TO CORPORATE PRINCIPAL

(Select Secretary or Authorized Representative)

SECRETARY

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)

(SEAL)

AUTHORIZED REPRESENTATIVE

I, ___________________________, certify that I am the Authorized Representative of the entity named as Principal in the foregoing Performance and Payment Bond; and that pursuant to the power of attorney attached hereto, I executed said Bond on behalf of said entity by authority of its governing body.

______________________________ as Authorized Representative

(Name of Contractor)

STATE OF FLORIDA

) ss.

COUNTY OF BROWARD

) SS.

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

Z1207202C1/FLL Westside Water Main Improvements Page 101 of 102 CAF#170AV (Rev. 02-20-2014)
ADDENDUM NO. 1

Solicitation No.: Z1207202C1
Solicitation Title: FLL Westside Water Main Improvements

Date of Addendum: March 13, 2014

Attention all potential bidders:

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

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

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

(SAMPLE LANGUAGE)

1. The Bid Opening Date remains as April 9, 2014 at 2:00 p.m.

2. Pre-bid Conference: Friday, March 14, 2014 at 1:00 p.m. to be held at the Broward County Aviation Department CIP Conference Room, Airport Commerce Park, 4101 Ravenswood Road, Suite 210, Fort Lauderdale, FL 33312. AirPort Commerce Park, 4101 Ravenswood Road, Suite 401, Conference Room “D”, Fort Lauderdale, FL 33312

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

NAME OF COMPANY: Sun Up Enterprises, Inc.
NOTICE FOR BIDS

Solicitation No.: Z1207202C1
Solicitation Title: FLL Westside Water Main Improvements

Sealed bids for selling and delivering all necessary labor, materials, equipment, and services for the completion of the work, including installation of materials, supplies and equipment sold and delivered to Broward County for the FLL Westside Water Main Improvements project, Bid No. Z1207202C1 will be received by the Board of County Commissioners until 2:00 p.m. on Wednesday, April 9, 2014, at the offices of the Purchasing Division of Broward County, Governmental Center, Room 212, 115 S. Andrews Ave., Fort Lauderdale, FL 33301. Bids will be publicly opened and read thereafter.

Scope of Work: Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for the FLL Westside Water Main Improvements Project. The scope of work for the project consists of the construction, furnishing and installation of proposed potable water transmission improvement required for maintaining the Fort Lauderdale Hollywood International Airport and related facilities within the airport’s service area to require operational and functional requirements per the airports approved Water and Wastewater Master Plan.

Pre-bid Conference: Friday, March 14, 2014 at 1:00 p.m. to be held at the Broward County Aviation Department’s CIP Conference Room, Airport Commerce Park, 4101 Ravenswood Road, Suite 219, Fort Lauderdale, FL 33312.

Purchase of the Project Manual: EAC Consulting, Inc. 5100 NW 33rd Avenue, Suite 243, Fort Lauderdale, Florida 33009, Contact: Eduardo Escudero Jr., 954-733-8004 Monday through Friday, 9:00 a.m. – 3:00 p.m.; for a non-refundable charge of $250.00 payable by company check, certified/cashier’s check or money order made out to EAC Consulting, Inc.

Inspection of the Project Manual: The Project Manual is open to public inspection at the offices of the Purchasing Division of Broward County Governmental Center, Room 212, 115 S. Andrews Ave., Fort Lauderdale, FL 33301.

Goal Participation: This project has a County Business Enterprises (CBE) participation goal of 12%.

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

State:  
CERTIFIED PLUMBING CONTRACTOR; OR
CERTIFIED UNDERGROUND UTILITY AND EXCAVATION CONTRACTOR; OR

Broward County:  
GENERAL ENGINEERED CONSTRUCTION BUILDER; OR
(Must be registered with the State)

Notice for Bid Form 154 (11/2012)
Primary Pipelines (Water, Sewer, Drainage)—Class "A."

All work not within the scope of the above contractor should be completed by a licensed subcontractor. All contractors must have current liability insurance and workers compensation, or proof of exemption from workers compensation.

Project Manager: Carlos Hernandez, 954-359-2255 or by email at cahernandez@broward.org

Purchasing Agent: Angela Brown, 954-359-6178 or by email at anbrown@broward.org

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

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

Cone of Silence: The Cone of Silence is in effect for this project. In accordance with Section 1-266 of the Broward County Code of Ordinance, as amended, provides that after the advertisement of the bid solicitation, potential vendors and their representatives are substantially restricted from communicating regarding the Bid with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this bid process. The Cone of Silence Ordinance further provides that after the bid opening for this solicitation, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with the County Commissioners and their staff.

The Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners upon bid opening for the solicitation.

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

Any violations of this ordinance by any member(s) of the responding firm or joint venture may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.
ADDENDUM NO. 2

Solicitation No.: Z1207202C1
Solicitation Title: FLL Westside Water Main Improvements

Date of Addendum: March 25, 2014

Attention all potential bidders:

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

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

1. The Bid Opening Date remains as April 9, 2014 at 2:00 p.m.

2. Questions:
   (i) What are the approximate lengths, sizes and types of the pipes to be installed on the project?

   **Answer:** 12-inch Ductile Iron Pipe approximately 626 LF
   16-inch Ductile Iron Pipe approximately 2288 LF
   24-inch Ductile Iron Pipe approximately 646 LF
   30-inch High Density Polyethylene Pipe (HDPR Resin 4710) approximately 680 LF. As per plans and specifications.

   (ii) Are there any portions of the project that will need to be Bored?

   **Answer:** Yes, a segment comprising of 680 LF of 30-inch High Density Polyethylene Pipe (HDPE Resin 4710). Please refer to sheet WM-1.01 and WM-1.02.

   (iii) Are the crossings to be Jack & Bored or Directionally Bored?

   **Answer:** Horizontal Directional Drilling Method. Please refer to sheet WM-1.01 and WM-1.02.
(iv) What are the approximate length and diameter of the portions to be bored?

**Answer:** 680 LF of 30-inch High Density Polyethylene Pipe (HDPR Resin 4710). Please refer to sheet WM-1.01 and WM-1.02.

(v) How much is the estimated cost of the project?

**Answer:** The Engineer's Estimate is $1,755,815.43

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

**NAME OF COMPANY:** Sun Up Enterprises, Inc.
ADDENDUM NO. 3

Solicitation No.: Z1207202C1
Solicitation Title: FLL Westside Water Main Improvements

Date of Addendum: April 1, 2014

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. Failure of a Submitter to return the addenda with the Bid Sheets shall be cause for rejection of the bid.

Return Addendum with Bid Submittal

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

1. The Bid Opening Date remains as April 9, 2014 at 2:00 p.m.

2. The following plan sheets have been replaced in their entirety and are attached to this Addendum:
   a. Plan Sheet Cover Page
   b. WM-3.02
   c. WM-3.03

3. Plan Sheet No. WM-4.04 has been newly added and is attached to this Addendum.

4. Specification No. 01025, Measurement and Payment, Section 1.09.C and Section 1.10.C have been revised and are attached to this Addendum.

5. The permits and jurisdictional requirements for dewatering activities on this Project have been obtained by the Aviation Department. Attached are the dewatering permits. The awarded Contractor shall apply for a transfer of permit ownership after award. Broward County PPRAQD and South Florida Water Management District have confirmed that the transfer of permittee is an acceptable procedure for this project; any fees associated with this transfer will be paid by Broward County Aviation Department.

6. Question: Can you quote this project for us for surveying? Also, can I purchase a CD of the plans to be able to send it out for quotes? Please advise.

Answer: We cannot provide a quote for surveying. The awarded vendor will be responsible for surveying. Additionally, digital copies of the plans are not available for distribution. Hard copies of the plans can be purchased at: 5100 NW 33rd Avenue, Suite 243, Fort Lauderdale, FL 33309. Plans are available for viewing only, at 115 South Andrews Avenue, Room 212, Fort Lauderdale, FL 33301.

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

NAME OF COMPANY: Sun Up Enterprises, Inc.
B. Payment for removal and disposal existing drainage pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule which price shall constitute full compensation for the removal and disposal of such drainage pipe including backfilling and all restoration work.

1.09 FURNISH AND INSTALL DUCTILE IRON PIPE

A. Measurement for payment for furnishing and installing ductile iron pipe where specified and will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, inclusive of valve structures, vaults and casings, all in accordance with the requirements of the Contract Documents.

B. Payment for furnishing and installing ductile iron pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule.

C. Payment for furnishing and installing ductile iron pipe will constitute full compensation for the complete installation of the ductile iron pipe including but not limited to pipe, excavation, specified thrust restraint mechanisms, backfill, compaction, and all components below unpaved surface restoration (including sodding and top soil material) or paved surface restoration to match existing conditions or as specified on the plans.

1.10 FURNISH AND INSTALL HIGH DENSITY POLYETHYLENE (HDPE) PIPE

A. Measurement for payment for furnishing and installing HDPE pipe where specified and will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, inclusive of valve structures, vaults and casings, all in accordance with the requirements of the Contract Documents.

B. Payment for furnishing and installing HDPE pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule.

C. Payment for furnishing and installing HDPE pipe will constitute full compensation for the complete installation of the HDPE pipe including but not limited to pipe, excavation, specified thrust restraint mechanisms, backfill, compaction, and all components below unpaved surface restoration (including sodding and top soil material) or paved surface restoration to match existing conditions or as specified on the plans.

1.11 CONNECT TO EXISTING WATER MAIN

A. Measurement for payment for the item connect to existing water main will be based on the actual quantity, each, of such connections constructed, all in accordance with the requirements of the Contract Documents.

B. Payment for the item facilitating the connection to existing water main will be made at the unit price, each, named in the Bid Schedule which price shall constitute full compensation for the completed installation of the connection including but not limited to excavation, specified thrust restraint mechanisms, dewatering, backfill, compaction,
November 15, 2013

BROWARD COUNTY AVIATION DEPARTMENT
4101 RAVENSWOOD ROAD
SUITE 209
FORT LAUDERDALE, FL 33312

Dear Permittee:

SUBJECT: General Water Use Permit No.: 06-06789-W
Project: F.L.L WESTSIDE WATER MAIN IMPROVEMENTS
Location: BROWARD COUNTY, S28/T50S/R42E
Permittee: BROWARD COUNTY AVIATION DEPARTMENT

This letter is to notify you of the District's agency action concerning your Notice of Intent to Use Water. This action is taken pursuant to Chapter 40E-20, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a General Water Use Permit is in effect for this project subject to:

1. Not receiving a filed request for Chapter 120, Florida Statutes, administrative hearing and
2. The attached Limiting Conditions.

The purpose of this application is to obtain a Water Use Permit for short-term dewatering necessary for excavations for water main improvements along the west side of the Fort Lauderdale-Hollywood International Airport. Withdrawals are from a dewatering wellpoint system using a hydraulic pump within excavations into the water table aquifer. Please refer to Exhibits 4A through 4D for the dewatering plan, a typical profile view, dewatering calculations and locations of contamination sites with the calculated radii of influence. Actual dewatering activities are expected to require a maximum of 90 days. The maximum pumpage is calculated to be 110,000 gallons per day and the total project pumpage is not expected to exceed 9.9 million gallons. The maximum extent of dewatering will be a groundwater elevation of -8.64 feet NGVD, which is approximately 16.64 feet below the average land surface elevation. Dewatering effluent will be discharged to the existing airport storm water system. All dewatering effluent shall be retained on-site. There are no known sources of pollution located within the calculated radii of influence.

Dewatering is authorized by this permit for a duration of one year from the date provided to the District by the Permittee in accordance with the notification requirements as stated in the Limiting Conditions of this permit. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations. A copy of the permit, its limiting conditions, and dewatering plan is required to be kept on site at all times during dewatering operations by the lead contractor or site manager. Permittee shall not withdraw more than 1800 million gallons in the duration of this permit, nor more than 10 million gallons per day.
Application Number: 131024-1
BROWARD COUNTY AVIATION DEPARTMENT
November 15, 2013
Page 2

Date Of Issuance: November 15, 2013
Expiration Date: November 15, 2014
Water Use Classification: Dewatering
Water Use Permit Status: Proposed
Environmental Resource Permit Status: Permitted (No. 06-00339-S).
Right Of Way Permit Status: Not Applicable.
Ground Water From: Biscayne Aquifer

Permitted Allocation(s):

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<th>Annual Allocation:</th>
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<td>Maximum Monthly Allocation:</td>
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Proposed Withdrawal Facilities - Ground Water
Source: Biscayne Aquifer
1 - 2' X 17' X 3100 GPM Well Cased To 17 Feet

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<td>4.46</td>
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</table>

Totals:
3,100 4.46 135.7 1,629
Application Number: 131024-1
BROWARD COUNTY AVIATION DEPARTMENT
November 15, 2013
Page 3

Should you object to the Limiting Conditions, please refer to the attached Notice of Rights which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have questions concerning this matter. If we do not hear from you prior to the time frame specified in the Notice of Rights, we will assume that you concur with the District's recommendations.

Certificate Of Service
I HEREBY CERTIFY that a Notice of Rights has been mailed to the addressee not later than 5:00 p.m. this 15th day of November, 2013, in accordance with Section 120.60(3), Florida Statutes.

Sincerely,
Karin A. Smith, P.G.
Section Leader
Water Use Bureau

KAS /as

Enclosure

c: Div of Recreation and Park - District 7
FDEP
Nova Consulting Inc
Limiting Conditions

1. This permit shall expire on November 15, 2014.

2. Application for a permit modification may be made at any time.

3. Water use classification:
   Dewatering water supply

4. Source classification is:
   Ground Water from:
   Biscayne Aquifer

5. Permittee shall not withdraw more than 1800 million gallons in the duration of this permit, nor more than 10 million gallons per day.

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

   Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

   Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is Issued to:

Broward County Aviation Department
4101 Ravenswood Road, Suite 209
Fort Lauderdale, FL 33312

7. Withdrawal Facilities:

   Ground Water - Proposed:
   1 - 2" X 17' X 3100 GPM Well Cased To 17 Feet
Limiting Conditions

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual’s equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(A) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(B) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:

(A) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(B) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(C) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.
Limiting Conditions

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

(A) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

(B) Reduction in water levels that harm the hydroperiod of wetlands,

(C) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

(D) Harmful movement of contaminants in violation of state water quality standards, or

(E) Harm to the natural system including damage to habitat for rare or endangered species.

11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.

12. Authorized representatives of the District, with advance notice to the permittee, shall be permitted to enter, inspect, and observe the permitted system to determine compliance with permit conditions.

13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.

14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.

15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: SFWMD, Regulatory Support Bureau, P.O. Box 24680, West Palm Beach, Fl 33416-4680.

16. The Permittee is advised that this Permit does not relieve the Permittee of complying with all county, state, and federal regulations governing these operations, maintenance, and reclamation of the borrow pit.

17. All dewatering water shall be retained on the Permittee's land. Off-site discharge of dewatering effluent shall not be made.
Limiting Conditions

18. The excavation shall be constructed using sound engineering practice. If the excavation endangers the properties of adjacent owners through erosion, side wall collapse, etc., the Permittee shall cease operation upon notification by the District until a method to prevent such occurrences is found and instituted.

19. Permittee shall immediately cease dewatering when continued dewatering would create a condition hazardous to the health, safety, and general welfare of the people of the District.

20. Permittee shall be responsible for clearing shoaling if the Permittee's dewatering operation creates shoaling in adjacent water bodies.

21. Permittee shall comply with turbidity and general water quality standards for surface discharge into receiving streams, as established by Chapter 62-302, Florida Administrative Code.

22. Permittee shall not lower the water table below the following depths:
   -8.64 feet (16.64 feet below land surface)

23. A copy of the permit, its limiting conditions, and dewatering plan is required to be kept on site at all times during dewatering operations by the lead contractor or site manager.

24. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
Limiting Conditions

25. Dewatering Commencement Notification - At least 72 hours prior to initial dewatering, the Permittee shall notify the District that dewatering is about to commence and verify all precautions are in place prior to project commencing with pumping operation, including:

A) The location and design of the recharge trenches and on-site retention areas where dewatering water will be retained.

B) The location of monitoring facilities, and

C) Other site-specific issues related to the protection of the resource or other existing legal users.

Failure of the permittee or his representative contractor to notify the District before dewatering is initiated will result in enforcement action.

If necessary, the District shall conduct a site visit.

Notification of commencement of dewatering can be made by contacting:

Andy Steiner at (561) 682-2115 or 1-800- 432-2045, extension 2115 or via email at asteiner@sfwmd.gov.

26. The Permittee shall conduct dewatering activities in adherence to the following operating plan:

Dewatering is pursuant to the information provided in Exhibits 4A through 4D. Heavy machinery will be used to excavate the proposed areas for improvements to the water main. A dewatering wellpoint system using a hydraulic pump will be used to dewater the excavated areas. All dewatering effluent shall be discharged to the on-site existing storm water system, which discharges to on-site swales and retention areas. Dewatering effluent shall be routed through hoses to the nearest storm water inlet. All dewatering effluent shall be retained on-site. Actual dewatering activities are expected to require a maximum of 90 days.

There are two contamination sites within the vicinity of the dewatering activities. These are the Former Avis Rent-A-Car Facility (FDEP Facility ID COM 302315) and the Westside Maintenance Facility (FDEP Facility ID 068732765). Based upon radius of influence calculations, the Permittee shall vary the depth of dewatering for each excavation site in order to prevent the calculated radius of influence from reaching the known contamination plumes (Exhibit 4D).

27. Dewatering is authorized by this permit for a duration of one year from the date provided to the District by the Permittee in accordance with the notification requirements as stated in the Limiting Conditions of this permit.
Addresses

Div of Recreation and Park - District 7
Attn: FDEP
13798 SE Federal Highway
Hobe Sound, FL 33455
emest.cowan@dep.state.fl.us

FDEP
Attn: Div of Recreation and Park - District 7
13798 SE Federal Highway
Hobe Sound, FL 33455
emest.cowan@dep.state.fl.us

Nova Consulting Inc
10486 NW 31st Terrace
Doral, FL 33172
NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

Filing Instructions

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery or facsimile. Filings by e-mail will not be accepted. Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the SFWMD Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the SFWMD Clerk, P.O. Box 24880, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the SFWMD Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by facsimile must be transmitted to the SFWMD Clerk's Office at (561) 682-6010. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any document by facsimile shall be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed with the clerk as a result. The filing date for a document filed by facsimile shall be the date the SFWMD Clerk receives the complete document.

Rev. 07/01/2009
Initiation of an Administrative Hearing

Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the District takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

Mediation

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

Rev 07/01/2009 2
BROWARD COUNTY, FLORIDA

Application No. 131024-1

Map Date: 2013-11-13

Permit No: N/A

Sec 28 / Twp 50 / Rge 42

Project Name: F L L WESTSIDE WATER MAIN IMPROVEMENTS

Exhibit No: 1
Solicitation

BROWARD COUNTY, FLORIDA

Legend

Application

Application No: 131024-1

Sec 28 / Twp 50 / Rge 42

Project Name: F.L.L. WESTSIDE WATER MAIN IMPROVEMENTS

Exhibit No: 2

Map Date: 2013-11-13

Permit No: N/A

Source: Esri, DeLorme, NAVTEQ, USGS/USGSMapSource, NRCAN, Esri Japan, HERE, Esri China (Hong Kong), Esri (Thailand), TomTom, 2013
Solicitation No. Z1207202C1

Legend

Application

Application No: 131024-1

Sec 28 / Twp 50 / Rge 42

Project Name: F I L WESTSIDE WATER MAIN IMPROVEMENTS

Exhibit No: 3
Calculation for Total Radius of Influence and Dewatering Flow Rate at Different Water Table Abatements

Total Radius of Influence: \( R_o + r_o \)

Formula for Dewatering Radius of Influence \( (R_o) \):
\[
R_o = \frac{3000(H-h)\sqrt{K}}{\pi} \quad \text{Source: PPRAQD EAR Section SOP for Dewatering Exhibit III}
\]

\( R_o \) = radius of influence
\( H \) = total head of the water table aquifer
\( h \) = total head of dewatered aquifer
\( K \) = hydraulic conductivity

Formula for Effective Radius of Influence \( (r_o) \):
\[
r_o = \text{SORT}(l''w'') \quad \text{Source: PPRAQD EAR Section SOP for Dewatering Exhibit III}
\]

\( r_o \) = effective radius of dewatering
\( l \) = excavation length
\( w \) = excavation width

Formula for Dewatering Flow Rate \( (q) \):
\[
q = \frac{p}{\pi}(\pi R_o R_{r_o}) \quad \text{Source: PPRAQD EAR Section SOP for Dewatering Exhibit III}
\]

\( q \) = pump rate per well

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Exhibit 4C
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**TABLE - A Description Of Wells.**
November 1, 2013

Mr. Carlos Hernandez
Broward County Aviation Department
4101 Ravenswood Rd., Ste. 219
Fort Lauderdale, FL 33312
Also by email: cahernandez@broward.org

RE: Approval for Construction Dewatering Activity
FLL Westside Water Main Improvements
West Side of Fort Lauderdale/Hollywood International Airport
Broward County Dewatering Project ID 13285042

Dear Mr. Hernandez:

The Pollution Prevention, Remediation and Air Quality Division (Division) has reviewed the Proposed Dewatering Plan (Dewatering Plan) for the referenced project, dated October 7, 2013 (received October 24, 2013), prepared and submitted by your consultant, Nova Consulting, Inc. The Dewatering Plan was submitted to evaluate the impact of construction dewatering on pollutant migration, as required by Section 27-355(4), Broward County Code (the Code).

The Division hereby approves the referenced Dewatering Plan. This approval is based upon and subject to the following conditions:

1. The Dewatering Plan proposed is specific to the installation of a water main system at the referenced location, which is more particularly depicted in Figure 1 of the Dewatering Plan.

2. The dewatering depths (maximum water table depressions of 3, 6, and 9 feet for varying sections; as detailed on Page 4 of the Dewatering Plan) and duration (a maximum duration of 90 days, which may be subject to intermittent events) are approved as proposed and should not be exceeded. In the event that it becomes necessary to exceed the approved scope of work, you must contact this office immediately for approval. Please be advised that additional permits that are outside the scope of this review may be required by other regulatory authorities and must be obtained prior to commencing dewatering activities.

3. The technical review performed by the Division is limited to the investigation of the possibility of contaminant plume migration from the following nearby contaminated sites:
   - Site No. 1806B, Avis Rent A Car System, Inc., 1203 SW 41st CT; FDEP Facility ID 068501579
   - Site No. 2975, BCAD West Maintenance Compound, 1501 SW 43rd St; FDEP Facility ID 068732765

4. Upon discovery of previously undocumented contamination in wellpoints, on the exposed water table, or in excavated soils, whether by the presence of staining, free product, or by receipt of any available analytical results exceeding applicable Cleanup Target Levels (CTLs) of Chapter 62-777, Florida Administrative Code (F.A.C.), the Division will be notified and dewatering activities shall cease immediately. Similarly, if any available analytical results indicate that dewatering discharge (effluent) contains contaminants at concentrations exceeding applicable Groundwater CTLs of Chapter 62-777, F.A.C., the Division shall be notified and dewatering activities shall cease immediately.

Broward County Board of County Commissioners
Sue Gunzburger • Dale V.C. Holness • Kristi Jacobs • Martin David Karp • Chip LaMarca • Stacy Riter • Tim Ryan • Barbara Shareef • Los Wehr
www.broward.org
shall cease immediately. If contamination is discovered subsequently at the neighboring properties adjoining the contaminated site, and if it is established that the contamination discovered is a direct result of dewatering at the referenced project, Broward County Aviation Department, agrees to conduct, with the property owner’s permission, site investigations to ascertain the degree of the contamination and, based upon the results of such investigations, ensure cleanup of the contamination to the extent required by existing regulations. Costs of site investigations and cleanup of the contamination, if required, shall be borne by Broward County Aviation Department.

5. The Dewatering Plan indicates that dewatering effluent will be discharged to storm water sewer network; accordingly, effluent is to be monitored for the purposes of ensuring compliance with applicable turbidity standards. The Division recommends that certain preventative measures be employed (i.e., sedimentation tank, turbidity curtain, etc.) during these dewatering activities to ensure that applicable water quality standards are met. Should the water quality standards be exceeded, the Division shall be notified and dewatering activities shall cease immediately.

6. Please note that the Division requires advance written notification a minimum of three (3) days prior to the initiation of dewatering operations (email or facsimile is adequate).

7. A Dewatering Report is to be submitted to the Division within thirty (30) days of completing the activities approved herein. The Dewatering Report should contain a summary of all activities and any monitoring results in tabular form.

As acceptance of these conditions, please sign, notarize, and return page 3 of the Dewatering Approval. If you do not agree to the terms of this Conditional Approval, please notify this office in writing within 3 working days of receipt. If you have any questions or require additional information, please contact the undersigned at (954) 519-1478 or dvanlandingham@broward.org.

Sincerely,

POLLUTION PREVENTION, REMEDIATION AND AIR QUALITY DIVISION

[Signature]

Florida Professional Engineer No. 56751
Broward County Pollution Prevention, Remediation and Air Quality Division

Date

cc: Lorenzo Fernandez, P.E., Manager, EAR Section
    Ashok Raichoudhury, P.E., Broward County Development and Environmental Regulation Division
    Juan C. Prieto, P.E., Nova Consulting (jprieto@nova-consulting.com)
1. Carlos Hernandez do hereby agree to the terms and conditions of the Dewatering Plan Approval Letter, as specified in the preceding pages 1 and 2 and in the Code (for and on behalf of Company, signed by an authorized representative).

(Carlos Hernandez, Engineer)

STATE OF FLORIDA
COUNTY OF Broward

Subscribed and sworn to (or affirmed) before me this day, November 4, 2013

(Date)

by Carlos Hernandez, who (Check one):

☐ is personally known to me OR
☐ has produced as identification.

(signature of Notary)

Katia X. Medina
Commission No. EE 875765

(SEAL ABOVE)

Katia X. Medina
(name of Notary typed, printed or stamped)
Requirement by Limiting Condition Report

App No: 131024-1
Permit No: 06-06789-W
Project Name: F L L WESTSIDE WATER MAIN IMPROVEMENTS

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ADDENDUM NO. 4

Solicitation No.: Z1207202C1
Solicitation Title: FLL Westside Water Main Improvements

Date of Addendum: April 4, 2014

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: April 16, 2014 at 2:00 p.m. Location remains the same.

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

NAME OF COMPANY: Sun Up Enterprises, Inc
ADDENDUM NO. 5

Solicitation No.: Z1207202C1
Solicitation Title: FLL Westside Water Main Improvements

Date of Addendum: April 15, 2014

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: April 30, 2014 at 2:00 p.m. Location remains the same.

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

NAME OF COMPANY: Sun Up Enterprises, Inc
ADDENDUM NO. 6

Solicitation No.: Z1207202C1
Solicitation Title: FLL Westside Water Main Improvements

Date of Addendum: April 29, 2014

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 and revised Bid Sheets are considered a matter of responsiveness. "MUST" addenda and revised bid sheet must be returned with your Bid. Failure of a Submitter to return the must addenda and the revised Bid Sheets shall be cause for rejection of the bid.

☐ Return Addendum with Bid Submittal
☐ Return Completed Revised Price Sheet with Bid Submittal

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

1. The Bid Opening Date has been revised as follows: May 14, 2014 at 2:00 p.m. Location remains the same.

2. The Bid Sheets have been revised and are attached. These bid sheets "MUST" be completed and returned with your Bid submittal

REQUEST FOR INFORMATION:

Question 1:
On electronic bid sheet Item #WM-0052, indicated "Furnish and Install Large Object Barrier". Please provide some specific details on this item.

Answer:
Please refer to Grate/Large Object Barrier information on the Revised Plan Sheets WM-1.01, WM-3.03, and G-1.00 including a pay item note for WM-0052 has been provided in this Addendum to replace the previously provided sheet G-1.00. Addendum No. 6 revised Electronic Bid Sheet indicating the quantity of WM-0052 as “2 EA” has been provided replacing the previously issued Electronic Bid Sheet.
Question 2:
There is no description for the intent of Bid Item WM-0053 ALLOWANCE FOR DEWATERING. What is the intent of this item?

Answer:
Please refer to Technical Specification, Section GC-0000, and 1.3.B.1, Addendum No. 6, page 5 of 13 for the description of the Allowance for Dewatering. The item number for the allowance has been updated to GC-0005-1 on the revised Electronic Bid Sheet.

Question 3:
Spec. 01025-1.09 describes measurement and payment for FURNISH AND INSTALL DUCTILE IRON PIPE items. The payment description listed under 1.09C requires that costs for dewatering, be included in these items (WM-0012, WM-0013 and WM-0014). Are these the same dewatering costs for which WM-0053 is intended to pay for?

Answer:
No, these are not the same Dewatering costs. WM-0053 has been deleted and replaced by GC-0005-1. Please refer to Addendum No. 3, Item No. 4 and revised Technical Specifications sheet Section 01025-4, 1.09.

Question 4:
Spec. 01025-1.09 describes measurement and payment for FURNISH AND INSTALL DUCTILE IRON PIPE items. The payment description listed under 1.09C seems to include costs for restoration although it is not written clearly. There are items in the Bid Pricing Sheet (Item Nos. WM-0029 through WM-0050) that describe restoration work we would expect to result from installation of the ductile iron pipe. Please clarify what restoration work is considered incidental to Item Nos. WM-0012, WM-0013 and WM-0014.

Answer:
Please refer to revised Specification Page 01025-4 Section 1.09C and Section 1.10C (Rev 4/24/2014) which replaces the previously issued Specification Page 01025-4 Section 1.09C and Section 1.10C. Incidental work includes any material, bedding, backfill (suitable, select or otherwise specified by Engineer of Record), subgrade, testing, labor, equipment, shoring, and any other installation components required to furnish and install the pipe to project and jurisdictional requirements and specifications below the subgrade layer within asphalt pavement structure and below top soil in grassed/sodded areas.

Question 5:
What is the intent of Item No. WM-0052 FURNISH AND INSTALL LARGE OBJECT BARRIER. We can find no description in Spec. 01025 or details within the plan set.

Answer:
The intent of Item WM-0052 shall include material, backfill (suitable, select or otherwise specified by Engineer of Record) testing, labor, equipment, shoring, and any other installation
components required to furnish and install the Grate/Large Object Barrier. Please refer to response to Question 1 above for supplemental information.

Question 6:
There are several Allowance Account Descriptions on page. 01031-4 through 01031-7 that do not correspond with items in the Bid Pricing Sheet. Were they intended for inclusion in this project?

Answer: Please refer to Specification Section GC-0000, 1.3.8 and Revised Electronic Bid Sheet Line numbers 56 thru 59. Allowance items have been updated to GC-0005-1; GC-0005-2; GC-0005-3 and GC-0005-4.

Question 7: There are no descriptions for any of the allowance items that are contained in the Bid Pricing Sheet. Please provide descriptions so that we may determine what they are for.

Answer: Refer to Specification Section GC-0000, 1.3.B and Items number for the allowance have been updated (GC-0005-1, GC-0005-2, GC-0005-3, GC-0005-4) on the revised Electronic Bid Sheet replacing the previously provided Electronic Bid Sheet.

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

NAME OF COMPANY: Sun Up Enterprises Inc
### FORT LAUDERDALE HOLLYWOOD INTERNATIONAL AIRPORT
WEST SIDE WATERMAIN IMPROVEMENTS (PHASE I)

<table>
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<th>SECTION</th>
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#### DIVISION 1 – GENERAL REQUIREMENTS

- **01010** Summary of Work (01010-1 – 01010-12)
- **01015** Plastic Water Filled Barricades (01015-1 – 01015-5)
- **01025** Measurement and Payment (Unit Price) (01025-1 – 01025-15)
- **01031** General Project Procedures (01031-1 – 01031-3)
- **01045** Cutting and Patching (01045-1 – 01045-3)
- **01050** Field Engineering (01050-1 – 01050-2)
- **01060** Regulatory Requirements and Permits (01060-1)
- **01070** Abbreviations (01070-1 – 01070-5)
- **01090** Reference Standards (01090-1 – 01090-2)
- **01200** Project Meetings (01200-1 – 01200-4)
- **01340** Shop Drawings and Product Data (01340-1 – 01340-6)
- **01380** Construction Photography (01380-1 – 01380-3)
- **01400** Quality Control (01400-1 – 01400-3)
- **01410** Testing Laboratory Services (01410-1 – 01410-4)
- **01505** Mobilization, Site Preparation and Demobilization (01505-1 – 01505-2)
- **01510** Temporary Utilities (01510-1 – 01510-2)
- **01520** Construction Aids (01520-1 – 01520-2)
- **01530** Protection of Existing Facilities (01530-1 – 01530-5)
- **01550** Site Access and Storage (01550-1 – 01550-3)
- **01560** Temporary Controls (01560-1 – 01560-5)
- **01570** Traffic Regulations (01570-1 – 01570-2)
- **01600** Material and Equipment (01600-1 – 01600-5)
- **01710** Cleaning (01710-1 – 01710-2)
- **01720** Project Record Documents (01720-1 – 01720-6)

#### DIVISION 2 – SITEWORK

- **02050** Clearing and Removals (02050-1 – 02050-4)
- **02222** Excavation and Backfill for Utilities (02222-1 – 02222-4)
- **02400** Storm Drainage Facilities (02400-1 – 2400-6)
- **02500** Surface Restoration (02500-1 – 02500-2)
- **02510** Concrete Sidewalk (02510-1 – 02510-2)
- **02513** Asphaltic Concrete Paving (02513-1 – 02513-9)
- **02577** Pavement Marking and Signage (02577-1 – 02577-2)
- **02601** Manholes and Maintenance Access Structures (02601-1 – 02601-2)
- **02713** Round Water System (02713-1 – 02713-4)
- **02746** Horizontal Directional Drilling (02746-1 – 02746-7)
- **02910** Grass Sodding (02910-1 – 02910-9)

#### DIVISION 3 – CONCRETE

- **03305** Concrete and Grout (03305-1 – 03305-16)

### APPENDICES TO TECHNICAL SPECIFICATIONS

- APPENDIX A - Geotechnical Report
- APPENDIX B - Subsurface Utility Exploration Report

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Fort Lauderdale/Hollywood International Airport
West Side Wastewater Improvements (Phase I)
Technical Specifications (Rev 4/18/2014, Addendum 6)
GC-0000: BONDS, INSURANCE, MOBILIZATION, MAINTENANCE OF TRAFFIC & ALLOWANCE ACCOUNTS

1.1 DESCRIPTION

GC-0001 thru GC-0004: The work specified in this Section shall consist of the preparatory work and operations in mobilizing for beginning work on the Project, including, but not limited to the costs of operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site and the costs for the establishment of temporary offices, shops, buildings, construction identification signs, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and any Federal, State and/or local laws and regulations. The costs of bonds and any required insurance, and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials shall be included in this section. Also included in this section is the necessary maintenance of traffic requirements relative to construction. This section supplements Specification Sections 01025, 01505, 01520, 01530, 01560 and 01570 as applicable.

GC-0005: Allowance Accounts have been set up to be utilized as necessary upon the review and approval of BCAD Contractor Administrator provided that sufficient information and supporting back up documentation is provided by the Contractor.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. The County Attorney Form (CAF) #170 shall be read in conjunction with this section. If a conflict between this section and the CAF #170 occurs, the CAF #170 supersedes the requirements of this section.

1.3 SUMMARY

A. This Section includes administrative and procedural requirements governing Allowance Accounts

B. Types of allowance accounts for Item GC-0005 are as follows:

1. (Item GC-0005-1) Dewatering Allowance Account
   a. The construction work included in this project calls for pipe construction below the water table. County Standards stipulate that work for a potable water main must be done in a dry trench. Therefore, dewatering of the trench will be required. This allowance will be used for these activities

2. (Item GC-0005-2) Subsurface Utility Engineering Allowance Account
   a. The construction work included in this project calls for pipe construction below the water table. County Standards stipulate that work for a potable water main must be done in a dry trench. Therefore, dewatering of the trench will be required. This allowance will be used for these activities
3. (Item GC-0005-3) Utility Work Allowance Account
   a. The utility work allowance account has been set up to compensate the Contractor for any approved reimbursement of any utility, including, but not limited to public utility, storm water management system infrastructure, landside and/or airfield infrastructure costs associated with maintenance, adjustment or relocation of existing facilities related to the construction and approved by the Contract Administrator or Designee. Expenses due to damage by the Contractor, or relocation solely for the Contractor's convenience, shall be the responsibility of the Contractor and are not included in these accounts.

4. (Item GC-0005-4) Storm water Pollution Prevention Allowance Account
   a. The contractor is required to obtain regulatory permits and approval and protect all storm water inlets, catch basins, ponds and adjacent properties within the project area from construction debris. This will require the use of storm water pollution prevention devices and items to the extent necessary for protection of the required infrastructure.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

GC-0004 MAINTENANCE OF TRAFFIC. The work specified in this Section consists of maintaining traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of work. It shall include the construction and maintenance of any necessary detour facilities along the project; the furnishing, installing and maintaining of traffic control and safety devices during requirements for safe and expeditious movement of traffic. The term, Maintenance of Traffic, as used herein, shall include all such facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance; all as specified in this section and as shown on plans.

NO WAIVER OF LIABILITY: The contractor shall conduct his operations in such a manner that no undue hazard will result due to the requirements of this item, and the procedures and policies described therein shall in no way act as a waiver of any of the terms of the liability of the contractor or his surety.

METHOD OF MEASUREMENT

GC-0001 & GC-0003 PERFORMANCE AND PAYMENT GUARANTY AND INSURANCE
This item shall be cited in terms of a lump sum bid for each Bid Schedule. This shall include all performance and payment guaranties required as specified herein. The item shall also include the cost of required insurance for the work as specified herein.

GC-0002 MOBILIZATION
This item shall be cited in terms of a lump sum bid for each Bid Schedule. This shall include all mobilization work described in these specifications for the award and completion of this contract.

GC-0004 MAINTENANCE OF TRAFFIC
This item shall be cited in terms of a lump sum bid for each Bid Schedule. This shall include all maintenance of traffic related to incidental airside and/or landside construction as described in
these specifications including the provisions for security personnel and escort vehicles as required in the contract documents.

**BASIS OF PAYMENT**

GC-0002 Payment for the work measured as described shall be made at the contract lump sum price bid for Mobilization. The price shall be full compensation for furnishing all materials, equipment, tools, and incidentals necessary to complete the item.

GC-0005-1 Payment for approved dewatering allowance shall be made based on established County/Industry rates prevalent at the time of construction.

GC-0005-2 Payment for approved subsurface utility engineering allowance shall be made based on established County/Industry rates prevalent at the time of construction.

GC-0005-3 Payment for approved utility work allowance shall be made based on contract unit prices items established in the bid package.

GC-0005-4 Payment for approved storm water pollution prevention allowance shall be made based on contract unit prices items established in the bid package.

**PARTIAL PAYMENTS**

GC-0002: Partial payments for Mobilization will be made in accordance with the following schedule during the progress of construction on this project.

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Partial payments for the item "Mobilization" shall be made in accordance with the above schedule and the sum total of all the partial payments for the item Mobilization will be limited to 3% of the original Contract Amount for the Project. Any remaining amount will be paid upon completion of all work under the Project. The standard retainage, as specified in General Conditions, will be applied to these allowances. Partial payments made on this item shall in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

- END OF SECTION -
B. Payment for removal and disposal existing drainage pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule which price shall constitute full compensation for the removal and disposal of such drainage pipe including backfilling and all restoration work.

1.09 FURNISH AND INSTALL DUCTILE IRON PIPE

A. Measurement for payment for furnishing and installing ductile iron pipe where specified and will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, inclusive of valve structures, vaults and casings, all in accordance with the requirements of the Contract Documents.

B. Payment for furnishing and installing ductile iron pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule.

C. Payment for furnishing and installing ductile iron pipe will constitute full compensation for the complete installation of the ductile iron pipe including but not limited to pipe, excavation, specified thrust restraint mechanisms, backfill, compaction, and all components below unpaved surface restoration (which includes sodding and top soil material) or paved surface restoration (which includes stabilized subgrade (LBR 40), limerock base material (LBR 100), prime coat, asphalt concrete structural course and tack coat as specified on the plans) to match existing conditions or as specified on the plans.

1.10 FURNISH AND INSTALL HIGH DENSITY POLYETHYLENE (HDPE) PIPE

A. Measurement for payment for furnishing and installing HDPE pipe as specified via directional drilling will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, inclusive of valve structures, vaults and casings, all in accordance with the requirements of the Contract Documents.

B. Payment for furnishing and installing HDPE pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule.

C. Payment for furnishing and installing HDPE pipe will constitute full compensation for the complete installation of the HDPE pipe including but not limited to pipe, excavation, specified thrust restraint mechanisms, backfill, compaction, and all components below unpaved surface restoration (which includes sodding and top soil material) or paved surface restoration (which includes stabilized subgrade (LBR 40), limerock base material (LBR 100), prime coat, asphalt concrete structural course and tack coat as specified on the plans) to match existing conditions or as specified on the plans.

1.11 CONNECT TO EXISTING WATER MAIN

A. Measurement for payment for the item connect to existing water main will be based on the actual quantity, each, of such connections constructed, all in accordance with the requirements of the Contract Documents.

B. Payment for the item facilitating the connection to existing water main will be made at the unit price, each, named in the Bid Schedule which price shall constitute full compensation for the completed installation of the connection including but not limited to excavation, specified thrust restraint mechanisms, dewatering, backfill, compaction,
ADDENDUM NO. 7

Solicitation No.: Z1207202C1
Solicitation Title: FLL Westside Water Main Improvements

Date of Addendum: May 6, 2014

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: May 21, 2014 at 2:00 p.m. Location remains the same.

2. Questions:
   Line# 38 WM-0034 describes "Mill 1" Asphalt Concrete". Please verify if Resurfacing is included in this line item.

   Answer: Resurfacing is not included in line item number WM-0034 (Mill 1" Asphalt Concrete). Resurfacing will be paid in accordance to line item number WM-0029 (Furnish and Place Asphalt Concrete Pavement) as stipulated in Addendum No. 6 Revised Bid Sheet.

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

NAME OF COMPANY: Sun Up Enterprises Inc.
ADDENDUM NO. 8

Solicitation No.: Z1207202C1
Solicitation Title: FLL Westside Water Main Improvements

Date of Addendum: May 21, 2014

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 and revised Bid Sheets are considered a matter of responsiveness. "MUST" addenda and revised bid sheet must be returned with your Bid. Failure of a Submitter to return the must addenda and the revised Bid Sheets shall be cause for rejection of the bid.

☑ Return Addendum with Bid Submittal

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

1. The Bid Opening Date has been revised as follows: June 4, 2014 at 2:00 p.m. Location remains the same.

REQUEST FOR INFORMATION:

Question 1: Please provide clarification regarding Joint Restraint for the new mains to be installed for the above noted bid. In the plans on sheet G-2.03, General Water Main Construction Notes, No. 25. "All pipe joints shown or not shown on the plans/drawings must be fully restrained using Maga Lugs mechanical joint restraint mechanism" This is unusual for Broward County Standards. Is this literally telling me that all joints are to be restrained including joints beyond the limits noted on the fitting restraint table on Plan sheet WM-3.03? Or is this telling me that only Mega Lugs can be used for restraining the joints noted on the table? Are Viton restraining gaskets acceptable for restraining the joints?

Answer: All pipe joints shall be restrained and include a Food Grade Viton Gasket.

Joints at Bends and Fittings shall include:
1. Food Grade Viton Gasket.

All other Joints shall include:
1. Food Grade Viton Restraining Gasket, or
2. Food Grade Viton Gasket and Mega Lug external restraint.

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

NAME OF COMPANY: Sun Up Enterprise Inc.

Addendum Form 3 (rev 08/2012)
FORM 1: BID TENDER

Print Name of Bidder: Sun Up Enterprises, Inc

Date Submitted: 6-4-14

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

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

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

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

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

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

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


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

Addendum #1  3/13/14  Addendum #5  4/15/14
Addendum #2  3/25/14  Addendum #6  4/29/14
Addendum #3  4/1/14  Addendum #7  5/6/14
Addendum #4  4/1/14  Addendum #8  5/3/14

Attached is [check section that applies] a Bid Bond(✓), Cash( ), Money Order( ), Unconditional Letter of Credit( ), Treasurer's Check( ), Bank Draft( ), Cashier's Check( ), or Certified Check ( ), No. __________________ Bank of __________________ for the sum of $86,459.95.

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

Name of Bidder: Sun Up Enterprises, Inc.
City/State/Zip: Westmoreland, PA 15332
Telephone/Fax No.: 954-384-1175 954-384-8849
Email Address: Sunupinc@aol.com
Federal I.D. No.: 105-1095931  Dun and Bradstreet No.: ________________
(if applicable)

If a partnership, names and addresses of partners:

__________________________________________________________

__________________________________________________________

__________________________________________________________
Incorporated under the laws of the State of **Florida**
FORM 2: SCHEDULE OF PRICES BID

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

The Basis for Award: Total bid price. Trench Safety Act applies to this bid solicitation. The Bidder should complete and submit the Trench Safety Act Certification Form with the bid but must complete and submit within three (3) calendar days of request by COUNTY and prior to award to be considered responsive.

In accordance with the General Conditions, Special Instructions to Bidders, Technical Specifications and Requirements, the undersigned bidder offers pricing and services as per the Electronic Bid Pricing Sheet(s):

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.
The Performance and Payment Guaranty, Insurance, and Mobilization (Pay Item(s) GC-0001-GC-0002) are not to exceed 3% of the total amount. The 3% ceiling for Pay Items GC-0001 and GC-0002 is not a reflection of responsiveness; it is only the instruction on the maximum amount the COUNTY will pay for these items. Any amount in excess of 3% for Pay Items GC-0001 and GC-0002 will be moved into Pay Item GC-0003; however, the total bid amount will not change.

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

Print Name of Bidder: Sun Up Enterprises, Inc
FORM 3: LETTER OF INTENT

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

Solicitation Number: Z1207202C1  Project Title: FLL Westside Water Main Improvements

Bidder/Offeror Name: Sun Up Enterprises, Inc
Address: 1641 Water's Edge Dr. Cty. Weston State: FL Zip: 33326
Authorized Representative: Janet Curranelli Phone: 954-384-1107

CBE Subcontractor/Supplier Name: Sun Up Enterprises, Inc
Address: 1641 Water's Edge Dr. Cty. Weston State: FL Zip: 33326
Authorized Representative: Janet Curranelli Phone: 954-384-1107

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

<table>
<thead>
<tr>
<th>Work to be performed by CBE Firm</th>
<th>Description</th>
<th>NAICS Code</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Main Installation</td>
<td>291310</td>
<td>$1,535,241.10</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

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

CBE Subcontractor/Supplier Authorized Representative

Signature

President

(Date)

Bidder/Offeror Authorized Representative

Signature

President

(Date)

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

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

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

CBE Letter of Intent July 2012
APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO
BUSINESS OPPORTUNITY ACT OF 2012, Sec. 1-81.5(e)

RLI/BID NO.: ____ PROJECT NAME: 3ELL Westside Water Main Improvement
Sun Up Enterprises, Inc

PRIME CONTRACTOR

ADDRESS: West Palm, FL 33401

TELEPHONE: 954-384-7025

The undersigned representative of the prime contractor represents that his/her firm has contacted County Business Enterprise (CBE) certified firms in a good faith effort to meet the CBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of the Business Opportunity Act of 2012 (the Act), the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under Section 1-81.5(e) of the Act.

The prime contractor understands that a determination of good faith effort to meet the CBE contract participation goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Section 1-81.5(e) of the CBE Act, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, and is not subject to appeal.

SIGNATURE: Janet Fasanelli, President

DATE: 4/1/13

Form 4: Application for Evaluation of Good Faith Effort, Broward County, April 2013
FORM 5: 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>Cert. underground &amp; Excavation</td>
<td>6 yrs</td>
</tr>
</tbody>
</table>

1.1. What business are you in? underground utilities

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

   Broward County 3A Force Main

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

   None

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: Sun Up Enterprises
4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

4.1 Styles Construction

(Organization/Company)

Parking Garage

(Project Name)

Steve Syjoblom

Contact Name

2636 Las Olas Blvd

Address

954-427-3718

(Phone No.)

3-70175-003

Contract Number

$814,139

Project Value

July 1, 2012

(Date Services Provided)

Scope of Project:

Water, Sewer, Drainage, Asphalt, Concrete

Signage/Striping

4.2 Altman

(Organization/Company)

Beilenson

(Project Name)

& Also Satori, 31693, 38910

E Sunrise Blvd.

Mark Borykovich

Contact Name

1515 S Federal Hwy

Address

5401 - 3461 - 7577

(Phone No.)

12-114-400

Contract Number

$1.93 million

(Project Value)

2012 - 2014

(Date Services Provided)

Scope of Project:

Water, Sewer, Drainage, Asphalt, Concrete

Earthwork, Lake, Signage / Striping

4.3 Broward County

(Organization/Company)

District 3A FM

(Project Name)

Bob Leonard

Contact Name

3555 W Copans

Address

954-831-0969

(Phone No.)

Y0892108C1

Contract Number

$13,002,714

(Project Value)

2011 - 2014

(Date Services Provided)

Scope of Project:

Sewer, Directional Drill, Water, Concrete

Asphalt, Milling & Signage / Striping

PRINT NAME OF BIDDER: Sun Up Enterprises, Inc.

5-1-2013 5:304 Force Main and Central Court Water Main

Bob Romeo

777 Sawgrass Corp Pkwy

954-888-6060

Contract #106C-16-R $673,153.07 Final Completion 12/31/11
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 TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellagio</td>
<td>514-314-1451</td>
<td>$1,933 million</td>
<td>8/14</td>
<td>95%</td>
</tr>
<tr>
<td>Courthouse</td>
<td>357-4211</td>
<td>$850,918</td>
<td>9/14</td>
<td>75%</td>
</tr>
<tr>
<td>Courthouse</td>
<td>357-4211</td>
<td>$850,918</td>
<td>9/14</td>
<td>75%</td>
</tr>
<tr>
<td>Ch. Parking</td>
<td>357-4211</td>
<td>$814,939</td>
<td>10/14</td>
<td>82%</td>
</tr>
<tr>
<td>Aviation Maint</td>
<td>$1,625 million</td>
<td>9/14</td>
<td>28%</td>
<td></td>
</tr>
</tbody>
</table>

(Continue list on insert sheet, if necessary.)

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

Yes

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

- D3B Dozer
- 3-Blue JD Backhoes, MSI New Holland
- Skidsteer, Bunag Loader, PC100 Komatsu
- Excavator, 3-311 IP Loader, Sisu Bobcat
- CTS HA NEW HOLLAND SKIDSTEER, Plate Compactor, Dump Truck

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: Sun Up Enterprises, Inc.

5-1-2013
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.

Fred Abbagni - Project Manager - Bach Civil Eng.
25 yrs. experience.

Dean Pratt - Superintendent - BA Project Management
OSHA, Construction Estimating, 10Yrs. exp.

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:

Sun Up Enterprises, Inc.

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

Corporation

11.3 The address of principal place of business is:

10441 Waters Edge Dr.
Weston, FL 33326

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

Janet Cusanelli - President, Treasurer
Richard McNatt - Vice Pres., Secretary

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

None

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

none

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

none

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

none

12.2 Under what conditions does the Respondent request Change Orders.

unforeseen conditions

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

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

Notwithstanding the descriptions listed in paragraphs 13.1-13.5 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: Sun Up Enterprises, Inc.
| Party | Vendor is Plaintiff □ | Vendor is Defendant □ |
|-------|-----------------------|
| Case Name |  |  |
| Case Number |  |  |
| Date Filed |  |  |
| Name of Court or other tribunal |  |  |
| Type of Case | Civil □ | Administrative/Regulatory □ |
|  | Criminal □ | Bankruptcy □ |
| Claim or Cause of Action and Brief description of each Count |  |  |
| Brief description of the Subject Matter and Project Involved |  |  |
| Disposition of Case | Pending □ | Settled □ | Dismissed □ |
| (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.) | Judgment Vendor's Favor □ | Judgment Against Vendor □ |
|  | If Judgment Against, is Judgment Satisfied? Yes □ No □ |
| Opposing Counsel | Name: |  |
|  | Email: | Phone number: |

NAME OF BIDDER: Sun Up Enterprises, Inc.

5-1-2013
FORM 7: DOMESTIC PARTNERSHIP CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

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

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

☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)
FORM 7: DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, Janet Cusanelli, President of Sun Up Enterprises, Inc. hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature
Janet Cusanelli
Print Name

SWORN TO AND SUBSCRIBED BEFORE ME this 2 day of April, 2014

STATE OF Florida      COUNTY OF Broward

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

My commission expires: ___________________  (SEAL)

Personally Known ✓ or Produced Identification ___

Type of Identification Produced: ________________

5-1-2013
FORM 8: 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).
FORM 8: DRUG FREE WORKPLACE CERTIFICATION (continued)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2 day of April, 2014 by Janet Cusanelli (name of person whose signature is being notarized) as President (title) of Sun Up Enterprises, Inc. (name of corporation/company), known to me to be the person described herein, or who produced (identification), and who did/did not take an oath.

NOTARY PUBLIC:

Heath Figueroa (Print Name)

My commission expires: __________________

State of Florida at Large (SEAL)
FORM 9: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR
CERTIFICATION: NOT APPLICABLE

"INTENTIONALLY LEFT BLANK"
FORM 10: 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__.

(Signature of person taking acknowledgment)

(NAME OF OFFICER TAKING ACKNOWLEDGMENT - TYPED, PRINTED, OR STAMPED)

(TITLE OR RANK)

(SERIAL NUMBER, IF ANY)
FORM 11: 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.

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2 day of April, 2014 by

Janet Cusumano

as President of

SunUp Enterprises, Inc

(Name of person whose signature is being notarized) (Title)

SunUp Enterprises, Inc

(Name of Corporation/Company)

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

(Type of Identification)

NOTARY PUBLIC:

Heath Figueroa

(Print Name)

My commission expires: __________

5-1-2013
FORM 12: OWNER CONTROLLED INSURANCE PROGRAM 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 vendor hereby certifies that:

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

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

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

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

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

6. The vendor acknowledges and agrees that COUNTY, its agents, employees, and officers, and the OCIP administrator are not agents, partners, or guarantors of the insurance companies providing coverage under the OCIP, and that neither COUNTY, its agents, employees, officers, nor the OCIP Administrator are responsible for any claims or disputes between or among vendor and any OCIP insurer.
FORM 12: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION (if applicable) (continued)

Sun Up Enterprises, Inc.

VENDOR

By: __________________________

(Signature)

Janet Cusanelli, President

(Print/Type Name and Title)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this __ day of ____________, 2014, by __________________________ as __________________________, (Name of person who's signature is being notarized) as __________________________, (Title) of __________________________, (Name of Corporation/Company) known to me to be the person described herein, or who produced __________________________, (Type of Identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

______________________________

(Signature)

Heath Figueroa

(Print Name)

My commission expires: __________________
FORM 13: 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)

Janet Cusarelli, Pres
(Print Name and Title)

Sum Up Enterprises, Inc
(Name of Firm)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 3 day of April, 2014, by Janet Cusarelli
(Name of person whose signature is being notarized)
as President of Sum Up Enterprises, Inc
(Title)
(Name of Corporation/Company)

known to me to be the person described herein, or who produced ________________
(Type of Identification)
as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Heath Figueroa
(Print name)

My commission expires: ____________
FORM 14: TRENCH SAFETY ACT 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.

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

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

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

Completion requires filling in the appropriate details under the headings, i.e., description, unit, quantity, unit price, extended, and method.

The Bidder further identified the costs and methods summarized below:

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<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Method</th>
</tr>
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<td>Trench Box</td>
<td>LF</td>
<td>3540</td>
<td>$5.00</td>
<td>$17,700</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</table>

$17,700.00

Sun Up Enterprises, Inc

Name of Bidder

Authorized Signature of Bidder

5-1-2013

Page 45 of 56
FORM 15: 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 3 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:     | Centerline Directional Drilling |
| 2. Firm's Address:  | P.O. Box 2705 LaBelle, FL 33935 |
| 3. Firm's Telephone Number: | 863-674-0913 |
| 4. Contact Name and Position: | Laura Acuña |
| 5. Alternate Contact Name and Position: |
| 6. Alternate Contact Telephone Number: |
| 7. Bid/Proposal Number: | $165,740 |
| 8. Type of Work/Supplies Bid: | Directional Drilling |

| 1. Firm's Name:     | Team Surveying Solutions |
| 2. Firm's Address:  | 1120 SW 14th Ave Ft Lauderdale 33311 |
| 3. Firm's Telephone Number: | 954-522-7085 |
| 4. Contact Name and Position: | Grey Mire |
| 5. Alternate Contact Name and Position: |
| 6. Alternate Contact Telephone Number: |
| 7. Bid/Proposal Number: | $16,000 |
| 8. Type of Work/Supplies Bid: | Surveying/As-Built |

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

Signature: [Signature]  Date: 4/1/14

Title / Firm Name: [Title / Firm Name]

Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.
FORM 16: LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION

This form is used to determine applicability of Local Preference, in accordance with Section 1-74, et. seq., Code of Ordinances. A local business or locally-headquartered business in Broward County or Miami-Dade County, meeting the below requirements is eligible for Local Preference, in accordance with the Broward County Local Preference Ordinance and Broward County's Interlocal Reciprocity Agreement with Miami-Dade County.

This form and a copy of the business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid or proposal submission) should be submitted with bid in order to be considered for the Local Preference. If not submitted with the bid, it must be submitted within three business days of notification from the County. Failure to timely submit may render the business ineligible for application of the Local Preference. The County may request verification of any information required to confirm certification.

A Local Business is a business which:

A. possesses a valid local business tax receipt (or if exempt documentation establishing physical presence at location) issued at least one year prior to bid or proposal submission;
B. has a physical business address located within the limits of the County from which the business operates or performs business;
C. is in an area zoned for the conduct of the business; and
D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a business which has its principal place of business within the County. A principle place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

[ ] Local Business
[ ] Locally-Headquartered Business

Local or Locally-Headquartered Business Address: 16444 Waters Edge Dr
Weirton, FL 33324

[ ] Vendor is not a Local Business or Locally-Headquartered Business in Broward County or Miami Dade County.
FORM 16: LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION (continued)

STATE OF Florida
COUNTY OF Broward

Janet Cusanelli, President

The foregoing instrument was acknowledged before me this 2nd day of April, 2014
Janet Cusanelli
(Name of person whose signature is being notarized) as President
(Title)

Sun Up Enterprise
(Name of Corporation/Company)

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

________________________

(Type of Identification)

NOTARY PUBLIC: ____________________________

Signature)

My commission expires: ______________________

5-1-2013
FORM 17: SELF CERTIFICATION: OWNER ETHNICITY/GENDER (OPTIONAL)

The information requested is voluntary and not a requirement to respond to a Broward County solicitation. However, in the event that your company becomes the recommended vendor for award, this information will be required prior to award. Recommended vendor for award must submit within three business days of County's request.

In order for the County to ensure that all prospective vendors have an equal opportunity to participate in County procurements, the following information is requested regarding each prospective vendor. Please read the following and determine which is applicable.

The following gender applies to the primary owner of firm:
✓ Female      ☐ Male      ☐ Equally-Owned (Female and Male)

The following ethnicity applies to the primary owner of firm:
☐ African American/Black/Afro-Caribbean      ☐ Native American
☐ Asian Pacific                              ☐ Subcontinent Asian
☐ Caucasian/White                           ☐ Other
☐ Hispanic/Latino                            ☐ Other

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

__________________________   ________________________
(Vendor signature)          (Print Vendor Name)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2 day of April, 2014, by

__________________________   ________________________
(Name of person who's signature is being notarized) as President of
(Title)

__________________________
(Name of Corporation/Company)

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

__________________________
(Signature)

NOTARY PUBLIC: __________________
(Print Name)

My commission expires: ________________

5-1-2013
<table>
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<tr>
<th>Project</th>
<th>Owner</th>
<th>Contract Value</th>
<th>Date of Completion</th>
<th>% Completed to Date</th>
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<tr>
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<td>City of Ft. Lauderdale</td>
<td>Annual Contract</td>
<td>12/14</td>
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</tr>
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</table>
STATE OF FLORIDA
AC#: 6255905

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CUC1224660 08/08/12 128028245

CERT UNDERGROUND & EXCAV CNTR
CUSANELLI, JANET MARIE
SUR-UP ENTERPRISES INC

IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2014  L12080461930
BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

DBA: SUN UP ENTERPRISES INC
Business Name: SUN UP ENTERPRISES INC

Owner Name: JANET M CUSANELLI
Business Location: 16641 WATERS EDGE DR
WESTON
Business Phone: 954-384-1675

Business Opened: 04/26/2006
State/County/Cert/Reg: 063B12342X
Exemption Code:

Rooms Seats Employees Machines Professionals

Number of Machines: 4

For Vending Business Only
Vending Type:

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

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:
JANET M CUSANELLI
16641 WATERS EDGE DR
WESTON, FL 33326

Receipt #04A-12-00013328
Paid 08/13/2013 27.00

2013 - 2014
CERTIFICATE OF COMPETENCY

JANET M. CUSANELLI
3B Minor Rds asphalt/concrete pvg subdiv
faciltie

SUN-UP ENTERPRISES, INC.

CC# 06-3B-12342-X Ref. 17297994
Expires 8/31/2014 Ctrl# 14-16727

SUN-UP ENTERPRISES, INC.

16641 WATERS EDGE DRIVE
WESTON
FL 33326

JANET M. CUSANELLI
BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

DBA: SUN UP ENTERPRISES INC
Business Name: SUN UP ENTERPRISES INC
Owner Name: JANET MARIE CUSANELLI
Business Location: 16641 WATERS EDGE DR
WESTON
Business Phone: 954-384-1675

Receipt #: 189-6261
Business Type: ALL OTHER TYPES CONTRACTOR (CERT UNDERGR UTILITY & EXCAV)

Business Name: SUN UP ENTERPRISES INC
Owner Name: JANET MARIE CUSANELLI
Business Location: 16641 WATERS EDGE DR
WESTON
Business Phone: 954-384-1675

DBA: SUN UP ENTERPRISES INC
Business Name: SUN UP ENTERPRISES INC
Owner Name: JANET MARIE CUSANELLI
Business Location: 16641 WATERS EDGE DR
WESTON
Business Phone: 954-384-1675

Rooms Seats Employees Machines Professionals

Number of Machines: 12

For Vending Business Only
Vending Type:

<table>
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<tr>
<th>Tax Amount</th>
<th>Transfer Fee</th>
<th>NSF Fee</th>
<th>Penalty</th>
<th>Prior Years</th>
<th>Collection Cost</th>
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<td>0.00</td>
<td>0.00</td>
<td>$4.00</td>
</tr>
</tbody>
</table>

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

Mailing Address:
JANET MARIE CUSANELLI
16641 WATERS EDGE DR
WESTON, FL 33326

Receipt #04A-12-00013328
Paid 06/13/2013 $4.00

2013 - 2014
This Certificate is Awarded to:

SUN UP ENTERPRISES, INC.

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

County Business Enterprise
Small Business Enterprise

BC - CBE/SBE - Certificate Expires: 05/18/2015

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

A service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness
**Bid Title:** FLL Westside Water Main Improvements  
**Using Agency:** Aviation Department  
**Purchasing Agent:** Angela Brown

**Note:** Complete ALL of the highlighted cells; unit prices entered will automatically calculate the total prices and total bid price. Refer to the Special Instructions to Bidders, Bid Sheet for further instructions. Unit prices provided are to be no more than two (2) decimal places.

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<th>Line</th>
<th>Item No.</th>
<th>Commodity Code(s) 90910</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>WM-0028</td>
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<td>FURNISH AND INSTALL AUTOMATIC AIR RELEASE VALVE, INCLUDES ALL INSTALLATION COMPONENTS INCLUDING STRUCTURE, SADDLE, VALVES AND FITTINGS</td>
<td>15</td>
<td>EA</td>
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<td>FURNISH AND PLACE ASPHALT CONCRETE PAVEMENT</td>
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<td>COMPACTION/STABILIZATION OF 12&quot; SUBGRADE</td>
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<td>REMOVE AND DISPOSE OF EXISTING SIDEWALK</td>
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<td>LF</td>
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<td>THERMOPLASTIC, STANDARD, WHITE, SKIP, 6&quot;, 10-30 OR 3-9 SKIP (INCLUDES INITIAL TEMPORARY PAINTED MARKING)</td>
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**Subtotal (Lines 1 thru 55)** $1,629,199.00

**Allowance Subtotal (Lines 56 thru 69)** $109,000.00

**GRAND TOTAL** $1,729,199.00

**Abbreviations:**  
ALL = Allowance  
BF = Board Foot  
EA = Each  
FT = Foot  
GA = Gallon  
LB = Pound  
LF = Linear Foot  
SY = Square Yard  
TN = Ton  
AL = Allowance  
LS = Lump Sum  
AS = Assembly

**DATE PREPARED:** 6/4/2014

**PREPARED BY (NAME OF PREPARER):** Janet Cusaneili

**NAME OF COMPANY:** Sun Up Enterprises

**AUTHORIZED SIGNATURE:** By signing this bid pricing sheet, your firm is agreeing to the terms and conditions of this bid.
Bid No.: Z1207202C1  
Bid Title: FLL Westside Water Main Improvements  
Using Agency: Aviation Department  
Purchasing Agent: Angela Brown

Revised by Addendum No. 8  
Electronic Bid Pricing Sheet(s)

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<th>Line</th>
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<th>Description</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
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