CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT:

HWO REHABILITATION OF TAXIWAY P

for the Aviation Department

BROWARD County, FLORIDA

through its

BOARD OF County COMMISSIONERS

of

BROWARD County, FLORIDA

With

General Asphalt Co., Inc.,

BID/CONTRACT NO.: Z1362204C1
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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 15 day of March, 2016, 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.

Date

Bertha Henry
Print Name

COUNTY MAYOR or VICE-MAYOR:

Date

Mayor or Vice-Mayor
Print Name

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

Date

Tracy Meyer, Esq.
Print Name

COUNTY ATTORNEY:
Approved as to form by

Date

Joni Armstrong Coffey
Broward County Attorney
Aviation Office
2200 SW 33rd Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

Alexander J. Williams, Jr., Esq.
Print Name

CORPORATE SECRETARY, ATTORNEY
(Affix Corporate Seal or, Witnesses below)

Date

Witness
Print Name

Assistant Secretary
Curtis Simon

Date

Witness
Print Name

CONTRACTOR:

General Asphalt Co., Inc.

Date

Name of Contractor
Signature

Print Name and Title of Signer

DAY OF

Bld# Z1362204C1 / HWO Rehabilitation of Taxiway P Page 5 of 95 BCF #1370AV (Rev. 03.24.15)
SECTION 2 - SUMMARY OF TERMS AND CONDITIONS

NOTE: THIS SUMMARY OF TERMS AND CONDITIONS LISTED BELOW ARE A PART OF THE CONTRACT AND INTENDED TO BE READ TOGETHER WITH THE ARTICLES REFERENCED. IN THE EVENT OF A DISCREPANCY THE SUMMARY OF TERMS AND CONDITIONS SHALL GOVERN.

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<th>Description</th>
<th>Unit</th>
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<tr>
<td>5.2.1</td>
<td>Preconstruction Work</td>
<td>30 Days from 1st NTP</td>
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<td>5.3.2</td>
<td>Substantial Completion</td>
<td>94 Days from the Project Initiation Date in the 2nd NTP</td>
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<tr>
<td>5.3.4</td>
<td>Final Completion</td>
<td>30 Days from Substantial Completion</td>
</tr>
<tr>
<td>5.2.1</td>
<td>Liquidated Damages for each calendar day after time specified in First Notice to Proceed</td>
<td>$351.22 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>$1,192.67 per day</td>
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<tr>
<td>5.3.4</td>
<td>Liquidated Damages for each calendar day after time specified for Final Completion</td>
<td>$704.67 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): Technical Specification Package</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>
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<tr>
<td></td>
<td></td>
<td>Interim Milestone #3 $N/A per day</td>
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<tr>
<td>26.6</td>
<td>Contractor self-performing percent of Contract Price</td>
<td>50%</td>
</tr>
<tr>
<td>27.6</td>
<td>Compensable Delay for each calendar day of Compensable</td>
<td>$230.34 per day</td>
</tr>
<tr>
<td></td>
<td>Excusable Delay beyond the Contract Time.</td>
<td></td>
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The parties designate the following as the respective places for giving of notice:

For County:
Director of Capital Improvement Proj,
2200 SW 45th Street, Suite #101,
Dania Beach, FL 33312

For Contractor:
General Asphalt Co., Inc. Attn: President
4850 N.W. 72 Avenue
Miami, FL 33166

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

SP-6 LEED Category
N/A

ITB, Schedule of Prices Bid
Contract Base Amount [Incorporate Schedule of Prices Bid here]
$828,434.00

ITB, Article 24
Allowance Account 1: Utility (G-100-1.2.a)
$10,000.00
Allowance Account 2: Subsurface Utility Exploration (G-100-1.2.b)
$5,000.00
Allowance Account 3: Unsuitable Soils (G-100-1.2.c)
$10,000.00
Allowance Account 4: Dewatering (G-100-1.2.d)
$7,500.00
Allowance Account 5: Permits (G-100-1.2.e)
$10,000.00

Notice of Award
Contract Price (TBD after Notice of Award)
$870,934.00
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
Collinsworth, Alter, Fowler & French, LLC
8000 Governors Square Blvd
Suite 301
Miami Lakes, FL 33016

INSURED
General Asphalt Company Inc.
P O Box 622306
Miami, FL 33168

CONTACT PERSON

general Asphalt Company Inc.

ADDRESS:
522306
Miami, FL 33168

DATE (MM/DD/YYYY)
12/18/2015

INSURER A: Travelers Indemnity Co. of America
NAIC # 25696

INSURED 1: Travelers Property & Casualty Co. of America
NAIC #25674

INSURER B: Charter Oak Fire Ins Co
NAIC #25616

INSURED 2: Bridgefield Employers Ins Co
NAIC #10701

INSURER C: Great American Insurance
NAIC #16691

INSURER D: Phoenix Insurance Co
NAIC #25623

COVERAGES

A X COMMERCIAL GENERAL LIABILITY

B X AUTOMOBILE LIABILITY

C X UMBRELLA LIABILITY

D X EXCESS LIABILITY

E X WORKERS' COMPENSATION

F X EXCESS LIABILITY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER, BROWARD COUNTY IS NAMED AS ADDITIONAL INSURED AS TO GENERAL AND EXCESS LIABILITY.

PROJECT: SOLICITATION NO. Z1362204C1, HWO REHABILITATION OF TAXIWAY P @ NORTH PERRY AIRPORT.

CERTIFICATE HOLDER
BROWARD COUNTY
2200 SE 45 TH STREET SUITE 101
DANIA BEACH, FL 33312
ATTN: AIRPORT DEVELOPMENT

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 1 through the end, Invitation to Bid, Addenda, Approved Shop Drawings, Bid Sheets, Bonds, Notice of Award, Notices(s) to Proceed,
representations and certifications submitted prior to award and accepted by the County, Project Forms, Change Order(s), CPEAMs, Field Orders, and any additional documents required by this Project.

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

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

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.

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

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, bonds and insurance, 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 provisions in the Contract Documents, the more stringent provision shall prevail.

4.3. Where there is a conflict between any local law or ordinance and a more stringent state or federal provision that is applicable to this Project, the more stringent state or federal provision shall prevail.

4.4. 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.

4.5. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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 or 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 County's approval:

5.2.2.1. A project schedule in compliance with the requirements of Division 1 or elsewhere in the Contract Documents. 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 be responsible to meet and coordinate with all utility owners as it relates to the Work and secure from them a schedule of utility relocation, as applicable. 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 being responsible to County for Liquidated Damages for untimely
performance, shall reimburse County for all costs incurred by County to repair, restore, or complete the
Work and for all costs incurred in administering the construction of the Project beyond the completion
date specified above, plus approved time extensions. All such costs shall be deducted from the monies
due Contractor for performance of Work under this Contract by means of unilateral credit change orders
issued by County as costs are incurred by 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 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. 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. Contractor shall have a continuing duty to so notify County.

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.

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. All Maintenance of Traffic plans shall be submitted for approval prior to the start of work related to the MOT.

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. If appropriate, Contractor shall engage a Ground Penetrating Radar service to locate conduit, pipes, duct banks and other subsurface utilities within the building footprint prior to any excavations. Contractor shall notify County of any discrepancy between the GPR results and the contract documents.

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 preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three years after the expiration or termination of the Agreement (or longer if required by law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Contractor's employees, Subcontractors, vendors, or other labor.

18.2.1 Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations or performance under this Agreement.
Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Contractor or Subcontractors.

18.2.2 County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. County reserves the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor agrees to provide adequate and appropriate work space. Contractor shall provide County with reasonable access to the Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

18.2.3 Contractor shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this Section.

18.3 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment reliant upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by the Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Contractor in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Contractor.

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. Upon request, Contractor shall provide County copies of subcontractor agreements.

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 or percentages completed, as applicable, 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 and through the date 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. Subcontractor and vendor invoices, if requested by County;

21.2.11. A LEED certification status report, if applicable; and

21.2.12. Documentation of compliance with specifications for Work items that have been designated as intended to support the County’s application for LEED certification, if applicable.

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

21.4.1. 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.

21.4.2. After fifty percent (50%) completion of the Work, the Contractor may request the release of up to one-half of the retainage then being held. County will promptly make payment to Contractor to release retainage unless grounds exist under 21.4.5 not to.

21.4.3. If payment of retainage to the Contractor is made and is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

21.4.4. 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 punch list 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.

21.4.5. 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.

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.
21.5.8. Overpayment made by the County as determined by audit of the Contractor’s records.

21.5.9. Damages caused by Contractor to County under other contracts with County.

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. 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.

22.4. Contractor shall submit an estimate within 7 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."

22.5. 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, if any, 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 CPEAMs(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 Change Order or other appropriate action.

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 Completion, 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, CPEAM or other written directive is issued by County setting forth the adjustments. Upon receipt of a Change Order, CPEAM or written directive issued and approved by County, Contractor shall promptly proceed with the change in the Work involved.

25.4. For all Change Orders and CPEAMs issued, Contractor shall deliver a Consent of Surety adjusting the Payment and Performance Bonds by the amount of the Change Order or CPEAM.

25.5. Under circumstances determined necessary by County, Change Orders may be issued unilaterally by County directing a change in the work. 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.

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 allowed for Overhead and Profit on Cost of Work 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%).

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

26.5.4. No fee shall be payable to Contractor for costs incurred under 26.5.2, where the Subcontractor is owned by, or an affiliate of, Contractor, by common ownership or management, or is effectively controlled by 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.

26.5. 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, 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, not merely negligence, on the part of County, its Consultant or its agents. 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, not merely negligence, on the part of County, its Consultant 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 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 termination of the event giving rise to the request, 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 which shall be submitted to Consultant for determination. 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. 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. County shall be entitled to review additional job records to evaluate the submitted claim.

29.4. Submission of Claims.

29.4.1. Consultant shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and
materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and Consultant's decisions of all claims, questions, difficulties and disputes shall be final and binding to the extent provided herein.

29.4.2. Unless a different period of time is agreed upon, Consultant shall notify the Contract Administrator and Contractor in writing of Consultant’s decision within fourteen (14) calendar days from the date of the receipt of the claim. All non-technical administrative disputes, shall be determined by the Contract Administrator. During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. Contractor may not refuse to perform work that is the subject of a dispute or a Claim.

29.4.3. In the event the determination of a dispute under this Article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination.

29.4.4. 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.

29.5. Reservation of Claim Amounts and Time.

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

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

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

29.5.4. 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 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 moneys 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 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 Completion or 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 commencement
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 law or the Contract Documents.

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-time 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.

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 intentional 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 fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if Contractor shall fail to perform any material term set forth in the Contract Documents, or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended, 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 without any further notice, 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. 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 and correcting any deficient work, 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.

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.

41.1.4. If, after notice of termination to Contractor, it is determined for any reason that Contractor was not in default, the rights and obligations of County and Contractor shall be governed as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 41.2 below.

41.2. Termination for Convenience by County. This Contract, or any part thereof, 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 and 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 Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND County HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING
OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

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 16\(\), as may be amended from time to time. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

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.
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 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 1C: WORKFORCE INVESTMENT PROGRAM

Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or its Subcontractors) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.
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.

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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 16% 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

[Retain the following paragraphs if this Project is not part of an OCIP. If the Project is part of an OCIP, delete all paragraphs and insert the words NOT USED in 18 point type centered on this page.]

1. The specific insurance coverage requirements for this project are identified in the Instructions to Bidders Supplement, which is a part of the Contract Documents.

2. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.

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

4. CONTRACTOR shall furnish to the COUNTY Representative Certificates of Insurance or endorsements evidencing the insurance coverage specified 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 bid document, Form 00400-8, or as modified by COUNTY. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract.

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

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

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

8. Commercial General Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
   a. Premises and/or Operations.
   b. Independent Contractors or Contractor's Owners Protection Liability which includes liability coverage for operations performed for the name of the insured
by independent and/or subcontractor(s) that is(are) hired, and acts or omissions of the named insured in connection with his/her general supervision of such operations.

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

d. Explosion/Collapse and Underground Hazard.

e. Broad Form Property Damage.

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

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

9. Business Automobile Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

   a. Owned Vehicles. (if applicable)

   b. Hired and Non-Owned Vehicles. (if applicable)

   c. Employers’ Non-Ownership. (if applicable)

   d. Any Auto. (if applicable)

10. Workers’ Compensation Insurance to apply for all employees in compliance with the “Workers Compensation Law” of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include Employers’ Liability. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

11. Professional Liability or equivalent Errors & Omissions Liability (including Internet Access Liability) shall be maintained. CONTRACTOR shall maintain the claims made form coverage continuously in force for a minimum of two (2) years following the Completion Date of this Agreement and shall annually provide Broward County with evidence of renewal coverage. CONTRACTOR is responsible for all deductibles in the event of a claim. CONTRACTOR/SUBCONTRACTOR shall maintain the claims made form coverage continuously in force for a minimum of two (2) years following the Completion Date of this Agreement and shall annually provide Broward County with evidence of renewal coverage. CONTRACTOR is responsible for all deductibles in the event of a claim. CONTRACTOR shall indicate the deductible for this coverage on its Certificate of Insurance.

BROWARD COUNTY must be notified in writing within (30) calendar days of any claims filed or made against the Professional Liability Insurance Policy.

12. Environmental Pollution Liability, which includes clean-up costs and Environmental Impairment Liability insurance coverages. Such policy shall name Broward County as additional insured. CONTRACTOR shall indicate the deductible for this coverage on its Certificate of Insurance.
13. CONTRACTOR agrees to endorse COUNTY as additional insured with either a CG 2020 Additional Insured – Owners, Lessees, or Contractors or CG 2026 Additional Insured – Owners, lessees, or Contractors --Scheduled Person Organization endorsement, or similar endorsements, to the Commercial General Liability. CONTRACTOR may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either the Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY as an “Additional Insured” on Umbrella or Excess Liability. The additional insured shall read “Broward County”. The certificate holder address shall read “Broward County”.

14. CONTRACTOR agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.

15. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.

Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide Broward County with at least thirty (30) days’ notice of cancellation or non-renewal and/or restriction. COUNTY reserves the right to require a certified copy of such policies upon request.
SPECIAL PROVISION 4B: INSURANCE REQUIREMENTS – OCIP

NOT USED
NOT USED
SPECIAL PROVISION 6: LEED AND SUSTAINABLE BUILDINGS

NOT USED
NOT USED
SPECIAL PROVISION 7B: DISPUTE AVOIDANCE PANEL

NOT USED
SPECIAL PROVISION 7C: DISPUTE AVOIDANCE PANEL

NOT USED
SPECIAL PROVISION 7D: DISPUTE AVOIDANCE PANEL

NOT USED
SPECIAL PROVISION 8: FAA CONTRACT PROVISIONS

NOT USED
SPECIAL PROVISION 9: FEDERAL TRANSIT ADMINISTRATION CONTRACT PROVISIONS

NOT USED
1. **SECURITY**

**Airport Security Program and Aviation Regulations.** Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also 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 subconsultants/subcontractors, employees, invitees and guests of Consultant/contractor 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 subconsultants/subcontractors, 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 Media.** 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 consent­to-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/subcontractor.

d) Consultant/contractor understands and agrees that if any of its employees, or the
employees of any of its subconsultants/subcontractors, are required in the course of the work to be
performed under this Agreement to access or otherwise be in contact with Sensitive Security
Information ("SSI") as defined and construed under Federal law, that individual will be required to
execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation
Department.

e) The provisions hereof shall survive the expiration or any other termination of this
Agreement.

2. PROHIBITED INTERESTS. If this Agreement is funded by any federal or state grants, then, in
that event, no member, officer, or employee of County during his or her tenure or for two (2) years
thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Consultant/contractor agrees to insert the foregoing sentence in any agreements between
consultant/contractor or subconsultants/subcontractors engaged to provide services pursuant to this
Agreement.

If any such present or former member, officer, or employee has such an interest and if such interest as
set forth above is immediately disclosed to the County, the County with prior approval of the funding
agency, may waive the prohibition contained in this subsection; provided that any such present
member, officer, or employee shall not participate in any action by the County relating to such
Agreement.
3. **RECORDS.** Consultant/contractor shall keep such books, records and accounts and require any and all consultants/contractors or subconsultants/subcontractors to keep such books, records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the Project and any expenses for which consultant/contractor expects to be reimbursed. In addition, to the above, the consultant/contractor shall maintain an acceptable cost accounting system. All work, materials, payrolls, books, accounts, documents, and records relative to the Project, or directly pertinent to the specific contract for the purposes of making an audit, examination, excerpt or transcription shall be available at all reasonable times for examination and audit by County, and in the event such Agreement is subject to federal or state funding or grants, by the Federal Aviation Administration, the Comptroller General of the United States, the Florida Department of Transportation, or any of their duly authorized representatives. Such books, records and accounts shall be kept for the "Retention Period" (as hereinafter defined). Incomplete or incorrect entries in such books, records or accounts shall be grounds for County's disallowance of any fees or expenses based upon such entries. All books, records and accounts which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by consultant/contractor in accordance with such statutes. The "Retention Period" shall be defined as the greater of: (i) the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or (ii) for a period of three (3) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the three years, the books and records shall be retained until resolution of the audit findings, or (iii) if this Project is subject to Florida Department of Transportation grants, for a period of five (5) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the five years, the books and records shall be retained until resolution of the audit findings.

4. **PROTECTION OF RECORDS.** Consultant/contractor shall protect from harm and damage all data, drawings, specifications, designs, models, photographs, reports, surveys and other data created or provided in connection with this Agreement (collectively, "County Property"), while such data and materials are in consultant/contractor's possession. Such duty may include, but is not limited to, making back-up copies of all data stored by electronic device on any media, taking reasonable actions to prevent damage by impending flood or storm (including, but not limited to, removing the County Property to a safe location), and establishing and enforcing such security measures as are reasonably available, considering the customary practice within consultant's/contractor's trade or profession. If requested by County, consultant/contractor shall furnish to County copies of any and all disks containing drawings and other pertinent data prepared by consultant/contractor in conjunction with this Agreement.

5. **BREACH OF CONTRACT TERMS – SANCTIONS.** Any violation or breach of the terms of this contract on the part of the consultant/contractor or subconsultant/subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

6. **RIGHT TO INVENTIONS.** All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the County. Information regarding these rights is available from the FAA and the County.

7. **TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS.** The consultant/contractor or subconsultant/subcontractor, by submission of an offer and/or execution of a contract, certifies that it:
a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR); and

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

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

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

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

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

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
8. **TERMINATION OF CONTRACT (ALL CONTRACTS IN EXCESS OF $10,000)**

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

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

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

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

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

9. **SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS OVER $25,000 (AND FOR ALL CONTRACTS FOR AUDITING SERVICES REGARDLESS OF THE AMOUNT).** The bidder/offeror/consultant/contractor certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/consultant/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

10. **RESTRICTIONS ON LOBBYING.** The bidder/offeror/consultant/contractor agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the bidder/offeror/consultant/contractor, to any person for influencing or attempting to influence any officer or employees of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

    If any funds other than federal appropriated funds have been paid by the bidder/offeror/consultant/contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete
and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Consultant/contractor agrees to insert the foregoing provisions in any agreements between consultant/contractor or subconsultants/subcontractors engaged to provide services pursuant to this Agreement and all bidders/offerors/consultants/contractors and subconsultants/subcontractors shall certify and disclose accordingly.

11. **PROMPT PAYMENT - FOR FEDERALLY ASSISTED CONTRACTS.** If this Agreement is funded by any federal grants, then consultant/contractor hereby agrees to pay its subconsultants/subcontractors and suppliers within thirty (30) calendar days following receipt of payment from the County. Consultant/contractor further agrees, if consultant/contractor has withheld retainage from its subconsultants/subcontractors, to release such retainage and pay same within thirty (30) calendar days following receipt of payment of retained amounts from the County, or within thirty (30) calendar days after a subconsultant/subcontractor has satisfactorily completed its work, whichever shall first occur. This clause applies to both DBE and non-DBE subconsultant/subcontractors.

A finding of non-payment is a material breach of this contract. County may, at its option, increase allowable retainage or withhold progress payments unless and until the consultant/contractor demonstrates timely payments of sums due subconsultant/subcontractor. The presence of a "pay when paid" provision in a contract shall not preclude County inquiry into allegations of non-payment. Further that the remedies above shall not be employed when the consultant/contractor demonstrates that failure to pay results from a bonafide dispute with its subconsultant/subcontractor or supplier. The consultant/contractor shall incorporate this provision into all subcontracts involving federally assisted contracts.

The Assistant Disadvantaged Business Enterprise Liaison Officer will conduct meetings with parties involved in prompt payment disputes to facilitate an amicable resolution.
SPECIAL PROVISION 12: ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

BROWARD COUNTY AVIATION DEPARTMENT (BCAD)
ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS
Last Revised 12/4/13

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 tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of 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.

(E) Non-Graphic Format:

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

2) Provide spreadsheet files in Microsoft Excel 2007 for windows compatible file formats including all fonts, typefaces, 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 printing.
remote printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform and can be integrated with other BCAD legacy applications and systems.

(F) Delivery Media and Format:

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.

(G) 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 styles \ types used, and GIS layer file settings.

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

(H) Submittal:

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

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

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

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

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

   d) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
(1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.

(2) List of any deviations from BCAD's standard layer/level scheme and 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.

(I) Ownership:

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

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

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

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

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

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

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

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

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

b) Where electronic media submittals of final site surveys are required, 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.

(K) Other Digital Information:

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

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

Forms begin on the next page.
FORM GC-1: MONTHLY CBE UTILIZATION REPORT

MONTHLY (CBE) UTILIZATION REPORT

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<tr>
<th>Contract #:</th>
<th>Contract Amount:</th>
<th>Date Form Submitted:</th>
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<th>Prime Contractor:</th>
<th>Period Ending:</th>
<th>Amt. Paid to Prime:</th>
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Contact Person: Telephone#: ( ) Fax#: ( )

SUBCONTRACTING INFORMATION
TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

<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 Completed to Date</th>
<th>Amount Paid This Period</th>
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Total Amount Paid to Subcontractors to Date:

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

Signature: Title: Date:

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

OESBD Compliance Form 2009-MUR
FORM GC-2: FINAL CBE UTILIZATION REPORT

FINAL (CBE) UTILIZATION REPORT

REPORT NO. __

Contract #: Contract Amount: Date Form Submitted:

Project Description: Project Completion Date:

Prime Contractor: Period Ending: Amt. Paid to Prime:

Contact Person: Telephone#: ( ) Fax#: ( )

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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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 2006-MUR-F
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 ____________
COUNTY OF ____________

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

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

__________________________
(Signature of person taking acknowledgment)

__________________________
(Print Name of officer taking acknowledgment)

__________________________
(Title or rank)

My commission expires: __________________________
(Serial number, if any)
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:

Representative 

_________________________________________ Signature of Authorized 

Title: 

(Seal)

Attachment: Surety Power of Attorney
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>
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<th>5. NAME OF SURETY(IES)</th>
<th>6. INCREASE IN LIABILITY</th>
<th>7. INCREASE IN LIABILITY</th>
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<td>LIMIT UNDER PERFORMANCE BOND</td>
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<td>C.</td>
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</table>

A. BUSINESS ADDRESS  
B. SIGNATURE  
(CA flex Seal)  
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 pertains. 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 or the corporation involved, a Power of Attorney or a Certificate of Corporate Principal must accompany the consent.

10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)

A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS  
B. PERSON EXECUTING CONSENT (Signature)  
BY  
C. TYPED NAME AND TITLE  
D. DATE THIS CONSENT EXECUTED  
(Atfix Seal)

B. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS  
B. PERSON EXECUTING CONSENT (Signature)  
BY  
C. TYPED NAME AND TITLE  
D. DATE THIS CONSENT EXECUTED  
(Atfix Seal)

C. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS  
B. PERSON EXECUTING CONSENT (Signature)  
BY  
C. TYPED NAME AND TITLE  
D. DATE THIS CONSENT EXECUTED  
(Atfix Seal)

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
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>
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<tr>
<th>Subcontractor name and address</th>
<th>Date of disputed invoice</th>
<th>Amount in dispute</th>
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Dated _____________, 20__

Contractor

By ________________________  By ________________________
(Signature)            (Name and Title)

STATE OF __________________________

County OF __________________________

Acknowledged before me this _____ day of _____________, 20__, by __________________________, who is personally known to me or who has produced __________________________ as identification and who did/did not take an oath.

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

(SIGNATURE)

(Print Name of person taking acknowledgment)

______________________________

(Print Name of officer taking acknowledgment)

______________________________

(Title or rank)

My commission expires: ____________________________

(Serial number, if any)
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: SUBCONTRACTOR

______________________________ (Seal)

(Printed Name)

(Printed Name & Title)
FORM GC-8.1: CONTRACTOR PARTIAL RELEASE OF CLAIMS

Broward County, Florida

The undersigned Contractor, pursuant to the terms of Contract No. ________ between Broward County, Florida and ________ (Contractor) for ________, located at: ________, hereby releases Broward County from any and all claims arising under or by virtue of said contract or any modification or change thereof through ________ (date), except as follows:

(Here list any claims against the County and the amounts thereof. If none, so state.)

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

Witness the signature and seal of the undersigned this _____ day of ________________, 20__

________________________________________

WITNESS:

(Signature)

Printed Name

________________________________________

CONTRACTOR

(Seal)

Company Name

(Signature)

Printed Name & Title

(Signature)

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)                    ______________________________
Company Name

____________________________
Printed Name

____________________________
(Signature)

____________________________
Printed Name & Title

____________________________
Printed Name
FORM GC-8.3: CONTRACTOR FINAL 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: ______________________, 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____

______________________________
CONTRACTOR

(Signature) ________________ (Seal) ________________

Company Name

Printed Name

(Signature) ________________

Printed Name & Title

Printed Name

Printed Name
FORM GC-9: FINAL LIST OF CERTIFIED CBE 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
FORM GC-9: (continued) - LIST ALL SUBCONTRACTORS

<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME</th>
<th>CERTIFIED CBE</th>
<th>NON CERTIFIED</th>
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Requested Action

MOTION TO AWARD fixed contract to low bidder, General Asphalt Co., Inc., for HWO Rehabilitation of Taxiway P, Bid No. Z1362204C1, for the Broward County Aviation Department in the amount of $870,934, which includes allowances in the amount of $42,500, to be substantially completed in 94 calendar days from the Project Initiation Date listed in the Second Notice to Proceed, contingent upon the receipt and approval of insurance/performance and payment guaranty, and authorize the Mayor and Clerk to execute same.

**ACTION:** (T-10:26 AM) Approved.

**VOTE:** 9-0.

Why Action is Necessary

In accordance with the Broward County Procurement Code, Section 21.31.a.4, the Board is required to approve all purchases exceeding $250,000.

What Action Accomplishes

Provides for all labor, materials and equipment necessary for the rehabilitation of Taxiway P at North Perry Airport.

Is this Action Goal Related

None.

Summary Explanation/Background

THE PURCHASING DIVISION AND THE BROWARD COUNTY AVIATION DEPARTMENT RECOMMEND APPROVAL OF THE ABOVE MOTION.

The Office of Economic and Small Business Development did not establish County Business Enterprise goals for this contract because this project is funded by a Florida Department of Transportation grant (Exhibit 2).

The purpose of this contract is to provide labor, materials and all equipment necessary for the rehabilitation of Taxiway P at North Perry Airport.

This project is funded jointly by Broward County and the Florida Department of Transportation (FDOT) through a joint participation agreement. Under the agreement, FDOT is funding 80% of the project; the County is funding the remaining 20% of the project.

This procurement carries 100% performance and payment guaranty. The Purchasing Division has confirmed with the surety company that General Asphalt Co., Inc. has the capacity to obtain the required guaranty.

In accordance with the Broward County Workforce Investment Program (WIP), Broward County Administrative
Code, Section 19.211, these services are subject to the WIP. General Asphalt Co., Inc. has agreed to be bound to the contractual obligations of the WIP. The agency has confirmed that the funding source, FDOT (partial funding), for this procurement has no objection to the County’s initiative of the WIP (Exhibit 4).

The allowances incorporated in this contract in the not-to-exceed amount of $42,500 include: $10,000 for utility work; $5,000 for subsurface utility exploration; $10,000 for unsuitable soils; $7,500 for dewatering and $10,000 for permit fees. Use of the allowance accounts must be approved by the contract administrator and will be reimbursed at the contractor’s actual incurred cost, without mark-up.

The Broward County Aviation Department reviewed the bid submitted by General Asphalt Co., Inc. and concurs with the recommendation for award (Exhibit 3). The Broward County Aviation Department has chosen not to award the three optional items included in the solicitation due to a higher than anticipated base bid amount (Exhibit 1 - Line items 43 thru 45). Four performance evaluations were completed for General Asphalt Co., Inc. The firm has an overall rating of 3.35 out of a possible rating of 5.0. Copies of evaluations are available upon request.

There was no protest or appeal filed regarding this procurement.

The amounts referenced in this agenda were rounded to the nearest whole dollar. Vendor payments will be based on the actual total bid amount. The bid tabulation reflects the actual amount of the award.

The bid posted on August 17, 2015 and opened on September 25, 2015; five responses were received with no declinations (Exhibit 1).

**Source of Additional Information**
Brenda J. Billingsley, Director, Purchasing Division, 954-357-6070

**Fiscal Impact**

**Fiscal Impact/Cost Summary:**
This project is budgeted in the Aviation Department’s North Perry Fund No. 4070-400-3965-6500 in the amount of $870,934 and is funded in part by a Florida Department of Transportation Grant.

RQS No. AVC08191500000000155; Folder No. 1362204

**Attachments**

Exhibit 1 - Bid Tabulation
Exhibit 2 - OESBD Memorandum dated February 1, 2016
Exhibit 3 - User Concurrence Memorandum dated December 10, 2015
Exhibit 4 - FDOT Email of Confirmation of Workforce Investment Program dated February 1, 2016
Exhibit 5 - Price Analysis
March 21, 2016

Broward County
Board of County Commissioners
115 S. Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301

Re: General Asphalt Co., Inc.
Bond no. SU1133462
Project: HWO Rehabilitation of Taxiway P, Project no. Z1362204C1, Located in Broward County

To Whom It May Concern;

Please allow this letter to serve as formal authorization for Broward County Board of County Commissioners to date the captioned bond and Power of Attorney to coincide with the Contract Date. Please advise our office once dated.

Thank you and if you have any questions or need additional information, please feel free to contact our office anytime.

Sincerely,

Gicelle Baion
Contract Bond Specialist
FORM GC-10: PERFORMANCE BOND

BY THIS BOND, We General Asphalt Co., Inc., as Principal, hereinafter called Contractor, and Arch Insurance Company, as Surety, under the assigned Bond Number SU1133462, are bound to Broward County, Florida, as Obligee, hereinafter called County, in the amount of Eight Hundred Seventy Thousand Nine Dollars ($870,934.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the day of ------ 20__, entered into a Contract, Bid/Contract No.: Z1362204C1, with County, for construction of HWO Rehabilitation of Taxiway P, 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 in the time and manner prescribed in the Contract; and,

2) Pays County all losses, Liquidated Damages, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and,

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

Whenever Contractor shall be, and declared by County to be, in default under the Contract, County having performed County obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

a) Complete the Project in accordance with the terms and conditions of the Contract Documents; or

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

No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein.
The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the CONTRACT or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of __________________, 20___.

ATTEST:

Gicelle Pajon

Olga Iglesias

IN THE PRESENCE OF:

Gicelle Pajon

Olga Iglesias

CONTRACTOR:

General Asphalt Co., Inc.

By

Robert Lopez, President

SURETY: Arch Insurance Company

By

Charles J. Nielson, Attorney-in-fact

Address:

300 Plaza Three

Jersey City, NJ 07311

201-743-4000

Bid# Z1362204C1 / HWO Rehabilitation of Taxiway P Page 90 of 95 BCF #170AV (Rev. 03.24.15)
FORM GC-11-1: PAYMENT BOND

BY THIS BOND, We General Asphalt Co., Inc. as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 4850 NW 72 Avenue

Miami, Florida 33166

Phone: 305-592-3480

And Arch Insurance Company, as Surety, located at:

Business Address: 300 Plaza Three

Jersey City, NJ 07311

Phone: 201-743-4000

under the assigned Bond Number SU1133462, and pursuant to Section 255.05, Florida Statutes, are bound to BROWARD COUNTY, FLORIDA, as Obligee, hereinafter called County, in the amount of Eight Hundred Seventy Thousand Nine Hundred Thirty Dollars ($870,934.00) for the payment wherein CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement dated the ___ day of ________, 20__, entered into a Contract, Bid/Contract No.: Z1362204C1, with County, for construction of HWO Rehabilitation of Taxiway P, located at ____________, which Contract Documents are by reference incorporated herein, 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, in the time and manner prescribed in the Contract; and,

2) Promptly makes payments to all claimants as defined by Section 255.05(1) Florida Statutes 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) Any notices provided under this Bond must be in accordance with the notice provisions prescribed in Section 255.05(2), Florida Statutes.

b) A claimant, except a laborer, who is not in privity with Contractor shall, before commencing or not later than forty-five (45) days after commencing to furnish labor,
materials, or supplies for the prosecution of the work, furnish the Contractor with a
written notice that he or she intends to look to the bond for protection.

c) 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, or no later than ninety (90)
days after final furnishing 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.

d) No action for the labor, materials, or supplies may be instituted against Contractor or
the Surety unless the notices stated under the preceding conditions have been given.

e) Any action under this Bond must be instituted in accordance with the time limitations
prescribed in Section 255.05(10), Florida Statutes.

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

Signed and sealed this __ day of ____________________, 20__.

ATTEST:

CONTRACTOR:

General Asphalt Co., Inc.

(Name of Contractor)

By: ________________________

(Signature and Title)

保证:

Arch Insurance Company

(By: ________________________

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

Signature

Gicelle Pajon

(Print Name)

Signature

Olga Iglesias

(Print Name)
FORM GC-11-2: CERTIFICATE AS TO CORPORATE PRINCIPAL

(Select Secretary or Authorized Representative)

SECRETARY

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

Curtis Simpson

(Name of Corporation)

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

General Asphalt Co., Inc.

(Name of Contractor)

STATE OF FLORIDA

County OF BROWARD

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

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

My commission expires: ____________________________

Notary Public, State of Florida at Large

Bonded by ____________________________

Bid# Z1362204C1 / HWO Rehabilitation of Taxiway P  Page 93 of 95  BCF #170AV (Rev. 08.24.15)
THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the “Company”), does hereby appoint:

Arthur Lawrence Colley of Charlotte, NC
Bret Rosenhaus of Lake Worth, FL
Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)
F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)
John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)
Laura D. Mostholder of Orlando, FL

its true and lawful Attorney(s) in Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars ($90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process.

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

00ML0013 00 03 03
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 26th day of January, 2016.

Attested and Certified

Arch Insurance Company

Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 26, 2016 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this _______ day of ______________, 20____.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102
Begin forwarded message:

From: <esc-help@escinfo.com>
Date: March 29, 2016 at 4:55:30 PM EDT
To: <jason@jkatzlaw.com>
Subject: ePrepare package General Asphalt Perry Airport has recorded in Broward County FL

General Asphalt Perry Airport has returned with the following documents:

- **Date Recorded:** 3/29/2016
- **Recording Juris:** Broward County FL

**Document Name:** Document 1  
**Status:** Recorded  
**Recordation Fee:** $78.00  
**Entry Number:** 113597501

Thank you,  
Corporation Service Company
FORM GC-12: CHANGE ORDER

BOAND OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

CHANGE ORDER NO: 09

Project: 9999 - Project/Contractor Name
Contract: 0000000000 Contract: Name of Vendor
Description of Changes, Reasons Therefor, and Cost and/or Time Change Per Each:
Cost Basis:

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<tr>
<th>Line No.1</th>
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<tbody>
<tr>
<td>Description</td>
<td>Text Description of Change, calculations detailing costs</td>
<td></td>
</tr>
</tbody>
</table>

In consideration of the County's issuance of this Change Order, Contractor waives and releases all claims associated with the performance of the Work described herein. This Change Order constitutes full compensation for the work described herein, including any time and cost impact which may result from protracted performance or delays, and supersedes all prior representations, statements, negotiations, or agreements with respect to the subject matter of this Change Order.

Reason: Request for this change
Cause: On site of the change

PURCHASING INFORMATION

<table>
<thead>
<tr>
<th>PO:</th>
<th>Original Award: $608,999.99</th>
<th>Approved Amendments: 0</th>
<th>Approved COs: $608,999.99</th>
<th>Previous Revised: $228,020.00</th>
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<td>$228,020.00</td>
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<td>600 Days</td>
<td>0 Days</td>
<td>0 Days</td>
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<td></td>
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</tbody>
</table>

This ESTIMATED Change Order: INCREASE/DECREASE $380,979.99 CHANGE

New Revised Contract: $989,979.99 90 Days

COPY FOR MINUTES, CONTRACTOR, PURCHASING, CONSULTANT, SUPPLEMENTARY AGENCY, BUDGET, DEPARTMENT

SWGD/YYYY

Percentages may not total exactly due to rounding SOURCE: Overhead

Bld# Z1362204C1 / HWO Rehabilitation of Taxiway P Page 94 of 95 BCF #170AV (Rev. 03.24.15)
Bid #Z1362204C1 - HWO Rehabilitation of Taxiway P

Broward County Board of County Commissioners, FL

Time started: Aug 17, 2015 8:03:03 AM EDT
Time ended: Bid Closed On Sep 25, 2015 2:00:00 PM EDT

Pre-bid conference: Optional

Scope of Work: Scope includes, but is not limited to the furnishing of all labor, materials, equipment, services and incidentals for the Rehabilitation of Taxiway P at North Perry Airport.

This solicitation includes participation goals for Broward County certified County Business Enterprises. Refer to Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information.

Workforce One Investment Program applies to this contract. Refer to Workforce Investment Program Requirements section for additional information.

County/State License Requirement: In order to be considered a responsive and responsible Vendor for the scope of work set forth in this solicitation, the Vendor must possess a specific license at the time of submittal (refer to Special Instructions for requirements).

Bid Guaranty: Each submittal shall be accompanied by a bid guaranty in an amount equal to five percent (5%) of the bid amount (refer to Bid Guaranty, Performance and Payment Guarantees, and Qualifications of Surety Requirements).

Request for Approved Equivalents: Vendors may submit for Broward County's consideration, a request to approve an equal product for a product/specification in this solicitation. The Request for Approved Equivalents form must be submitted (by email) no later than the date and time listed in the Special Instructions to Vendors.

Questions and Answers: Vendors must submit questions through the Question and Answer Section (in BidSync).

Vendor's solicitation response must be submitted electronically through BidSync. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means.

Added on Aug 26, 2015:
The Rehabilitation of Taxiway P at North Perry is partially being funded by the Florida Department of Transportation due to new legislation effective on July 1, 2015 concerning local preference and participation goals.

The following is added, modified or deleted in the following Solicitation and Construction Contract Documents. Words in italics are deletions from existing text. Words in underlined type are additions to existing text.

Special Instructions to Vendors: Page 16, Item D Office of Economic and Small Business Development (OESBD) Requirements: Deleted in its entirety. No Goals will apply to this solicitation.

Standard Instructions for Vendors: Page 22, Item No. 11 Tie Bids: If two or more Vendors are tied, the tie will be broken and the successful Vendor selected by criteria in accordance with the Broward County Procurement Code, Section 21.31.c.

Broward County Procurement Code 21.31.c Criteria for Breaking Ties — Bids: If two or more bidders are tied, the tie may be broken and the successful vendor selected by the following criteria presented in order of importance and consideration as documented in the vendor's response to the solicitation.

1. Vendor located within Broward County (Deleted)
2. Vendor which provides domestic partner benefits
3. Vendor providing the most advantageous delivery time if provided

bid by the bidders.

4. Vendor that has the lowest dollar volume of work previously awarded by the County over a five (5) year period from the date of the bid submittal.

Page 49: Local Business or Locally-Headquartered Business Certification Form: Deleted in its entirety. Not applicable for this solicitation.

Pages 41: Office of Economic and Small Business Requirement: CBE Goal Participation: Deleted in its entirety. Not applicable for this solicitation.

Page 42: Letter of Intent between Bidder/Offerer and County Business Enterprise (CBE) Subcontractor/Supplier Form: Deleted in its entirety. Not applicable for this solicitation.


Page 54 thru 55: Workforce Investment Program Requirements: Deleted in its entirety. Not applicable for this solicitation.

Pages 41: Office of Economic and Small Business Requirement: CBE Goal Participation: Deleted in its entirety. Not applicable for this solicitation.

Page 42: Letter of Intent between Bidder/Offerer and County Business Enterprise (CBE) Subcontractor/Supplier Form: Deleted in its entirety. Not applicable for this solicitation.


Page 54 thru 55: Workforce Investment Program Requirements: Deleted in its entirety. Not applicable for this solicitation.

Page 60: Workforce Investment Program Certification Form: Deleted in its entirety. Not applicable for this solicitation.

Construction Contract Documents:

Page 62, Section 2 - Summary of Terms and Conditions: Article SP-1A: COUNTY BUSINESS ENTERPRISE (CBE) commitment - As awarded, 26%. Deleted in its entirety. Not applicable for this solicitation.

Page 97, Section 4, SPECIAL PROVISION 1A: COUNTY BUSINESS ENTERPRISE (CBE) COMPLIANCE - Deleted in its entirety. Not applicable for this solicitation.

Page 100, Section 4, SPECIAL PROVISION 1C: WORKFORCE INVESTMENT PROGRAM - Deleted in its entirety. Not applicable for this solicitation.

Page 132, Section 4, Form GC-1: MONTHLY CBE UTILIZATION REPORT - Deleted in its entirety. Not applicable for this solicitation.

Page 133, Section 4, Form GC-2: FINAL CBE UTILIZATION REPORT - Deleted in its entirety. Not applicable for this solicitation.

Added on Sep 9, 2015:
The following is added, modified or deleted in the following Solicitation and Construction Contract Documents. Words in bracketed type are additions to existing text.

Line Item No. 01-31 description has been revised to read as follows:
One 2" HDPE schedule 40-PVC SCH11 conduit directional bored 45° deep beneath existing surficial strength and should pavement complete in place.

Added on Sep 14, 2015:
PLEASE NOTE THE FOLLOWING CHANGES:
The following is added, modified or deleted in the following Solicitation and Construction Contract Documents. Words in bracketed type are additions to existing text.

Special Instructions to Vendors: None

Standard Instructions for Vendors:

Workforce Investment Program Requirements: Will be applicable to this solicitation, document added.

Workforce Investment Program Certification Form: Will be applicable to this solicitation, document added.

Added: Construction Safety & Phasing Plan dated September 2015, see Attachment named Addendum No. 4 Construction Safety and Phasing Plan, Z1362204C1, HWD Rehabilitation of Taxiway P

Section 2 - Summary of Terms and Conditions: Article 5-3-2, Substantial Completion revised to read: 60 Days from the Project Initiation Date in the 2nd NTP. See Attachment named Addendum No. 4 Construction Contract, Z1362204C1, HWD Rehabilitation of Taxiway P

Section 4, SPECIAL PROVISION 1C: WORKFORCE INVESTMENT PROGRAM - Will be applicable to this solicitation.

Technical Specifications:
Verify if this scope is to be all "day" work or if the airport is requesting night work schedules? Most of the work will be performed during daytime shift; however, some night shift will be required when working around the College Ramp (NE of Taxiway P).

Verify if the entire taxiway section will be closed (per phase) for the entire duration of the stripping/milling/re-paving operation? North Perry will close Taxiways as required for the corresponding phase. However, some crossing will be allowed like the following ones: to TWY N at TWY P, TWY D and TWY P2, to avoid locking the north side tenants.

Bid Bond:

Classification Code: View class/funding code
Contract duration: One Time Purchase
Contract renewal: Not Applicable
Prices good for: 120 days
Bid Allowance Amount: $42,500.00

Fill out the qualifications for this agency. Click here.

Addendum #1 - made on Aug 17, 2015 8:39:57 AM EDT
New Documents: Construction Contract, Z1362204C1, HWO Rehabilitation of Taxiway P.pdf

Addendum #2 - made on Aug 25, 2015 9:38:00 AM EDT
Description/Bid Comments: (Information was added)
Removed Terms Documents: Local Preference Requirement Certification
Removed Terms Documents: Office of Economic and Small Business Development CBE Goals
Removed Terms Documents: Workforce Investment Program Requirements

Addendum #3 - made on Sep 09, 2015 2:53:26 PM EDT
Previous Bid End Date: Sep 18, 2015 2:00:00 PM EDT New Bid End Date: Sep 25, 2015 2:00:00 PM EDT
Description/Bid Comments: (Information was added)
Changed Items: One 2" HOPE SDR11 conduit directional

Addendum #4 - made on Sep 14, 2015 10:28:42 AM EDT
Description/Bid Comments: (Information was added)
Removed Documents: Construction Contract, Z1362204C1, HWO Rehabilitation of Taxiway P.pdf
New Documents: Addendum No. 4 Construction Contract, Z1362204C1, HWO Rehabilitation of Taxiway P.pdf
New Documents: Addendum No. 4 Construction Safety and Phasing Plan, Z1362204C1, HWO Rehabilitation of Taxiway P.pdf
New Terms Documents: Workforce Investment Program Requirements

This bid has ended.

Questions? Contact a BidSync representative: 800-960-9339 or email: support@bidsync.com

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Privacy (https://www.bidsync.com/privacy/)
Feedback (https://www.bidsync.com/feedback/)
About Us (https://www.bidsync.com/company/about-us/)

General Asphalt Co Inc

Bid Contact: Rob Lopez  
CURTIS@GENERALASPHALT.COM  
Ph 305-592-3480  
Fax 305-477-4975

Address: 4850 NW 72 Avenue  
MIAMI, FL 33166

Bid Bond: $ (Status: Authorized on Sep 16, 2015)

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<th>Item #</th>
<th>Line Item</th>
<th>Notes</th>
<th>Unit Price</th>
<th>Qty/Unit</th>
<th>Attach. Docs</th>
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<td>Z1362204C1-01-01</td>
<td>Performance and Supplier Payment Guaranty Product Code:</td>
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<td></td>
<td>Mobilization Supplier Product Code:</td>
<td>First Offer - $20,000.00</td>
<td>1 / lump sum</td>
<td>$20,000.00</td>
<td>Y</td>
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<td></td>
<td>Maintenance of Supplier Product Code:</td>
<td>First Offer - $20,000.00</td>
<td>1 / lump sum</td>
<td>$20,000.00</td>
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| Z1362204C1-01-03 | Excess Supplier Product Code:  
Mobilization and Bonds | First Offer - $92,000.00 | 1 / lump sum | $92,000.00 | Y            |
| Z1362204C1-01-04 | Removal of Supplier Product Code: 
Existing Pavement (0-3 inches) | First Offer - $14.00 | 475 / square yard | $6,650.00 | Y            |
| Z1362204C1-01-05 | Cold Planing (s 2 Supplier Product Code:  
inches) (Milling)  
(Texturizing) | First Offer - $2.00 | 11000 / square yard | $22,000.00 | Y            |
| Z1362204C1-01-06 | Excavation (s Supplier Product Code:       
4inches) | First Offer - $4.00 | 8000 / square yard | $32,000.00 | Y            |
| Z1362204C1-01-07 | Excavation (s Supplier Product Code:       
36inches) | First Offer - $12.00 | 450 / square yard | $5,400.00 | Y            |
| Z1362204C1-01-08 | Enbankment in Supplier Product Code:  
Place (s 24 inches) | First Offer - $10.00 | 453 / square yard | $4,530.00 | Y            |
| Z1362204C1-01-09 | Subbase Course Supplier Product Code:  
(4 inches) | First Offer - $100.00 | 60 / cubic yard | $6,000.00 | Y            |
| Z1362204C1-01-10 | Erosion, Supplier Product Code:  
Sedimentation Control & Other Items | First Offer - $8,000.00 | 1 / lump sum | $8,000.00 | Y            |
| Z1362204C1-01-11 | Lime Rock Base Supplier Product Code:  
Course (4 inches) | First Offer - $100.00 | 60 / cubic yard | $6,000.00 | Y            |
| Z1362204C1-01-12 | Bituminous Supplier Product Code:  
Surface Course | First Offer - $120.00 | 1200 / ton | $144,000.00 | Y            |
| Z1362204C1-01-13 | Bituminous Supplier Product Code:  
Leveling Course | First Offer - $135.00 | 370 / ton | $49,950.00 | Y            |
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<th>Topsolling (2 inches)</th>
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<th>Hand Excavate Min. 8&quot; Wide x 24&quot; Deep in Earth</th>
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<th>Code: Z1362204C1-01-22</th>
<th>Hand Excavate Min. 18&quot; Wide x 36&quot; Deep in Earth</th>
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<th>Code: Z1362204C1-01-23</th>
<th>Saw Cut and Hand Excavate Min. 8&quot; Wide x 28&quot; Deep</th>
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<tr>
<th>Code: Z1362204C1-01-24</th>
<th>3/4&quot; x 20' Ground Rods Connected to Counterpoise, Complete</th>
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<th>Price</th>
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<tbody>
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<th>Code: Z1362204C1-01-25</th>
<th>10' Additional Ground Rods Sections</th>
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<td>Code:</td>
<td>10 / each</td>
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<tr>
<th>Code: Z1362204C1-01-26</th>
<th>#6 Bare Solid AWG Counterpoise installed over conduit</th>
<th>Supplier</th>
<th>First Offer</th>
<th>Price</th>
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<tr>
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<th>Code: Z1362204C1-01-27</th>
<th>#8, 5KV, L-824 Conductor installed</th>
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<th>First Offer</th>
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<tr>
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<td>Product</td>
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<td>Code:</td>
<td>12500 / linear foot</td>
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<tr>
<th>Code: Z1362204C1-01-28</th>
<th>#6, 600V, XHHW, Green Equipment Installed</th>
<th>Supplier</th>
<th>First Offer</th>
<th>Price</th>
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<tr>
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<td></td>
<td>Product</td>
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<td>$12,812.50</td>
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<td></td>
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<td>10250 / linear foot</td>
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<tr>
<th>Code: Z1362204C1-01-29</th>
<th>One 2&quot; schedule 40 PVC conduit Direct buried</th>
<th>Supplier</th>
<th>First Offer</th>
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<td></td>
<td></td>
<td>Product</td>
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<td>$24,000.00</td>
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<td></td>
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<td>4800 / linear foot</td>
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<th>One 2&quot; schedule 40 PVC conduit</th>
<th>Supplier</th>
<th>First Offer</th>
<th>Price</th>
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<td></td>
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<tr>
<td>Code</td>
<td>Description</td>
<td>Supplier Product Code</td>
<td>First Offer</td>
<td>Description</td>
</tr>
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<td>----------------------</td>
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<td>-----------------------</td>
<td>-------------</td>
<td>-------------------------------------------</td>
</tr>
<tr>
<td>Z1362204C1--01-31</td>
<td>One 2” HDPE SDR11 conduit directional installed in earth</td>
<td>Supplier Product Code</td>
<td>First Offer</td>
<td>First Offer - $14.00 1300 / linear foot</td>
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<tr>
<td>Z1362204C1--01-32</td>
<td>Intercept existing conduit system and connect</td>
<td>Supplier Product Code</td>
<td>First Offer</td>
<td>First Offer - $85.00 12 / each</td>
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<tr>
<td>Z1362204C1--01-33</td>
<td>One FAA 4” schedule 40 PVC concrete encased split duct</td>
<td>Supplier Product Code</td>
<td>First Offer</td>
<td>First Offer - $20.00 50 / linear foot</td>
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<tr>
<td>Z1362204C1--01-34</td>
<td>L-867 18” Diameter 2 can junction can plaza installed in earth</td>
<td>Supplier Product Code</td>
<td>First Offer</td>
<td>First Offer - $5,000.00 6 / each</td>
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<tr>
<td>Z1362204C1--01-35</td>
<td>Intercept existing light base can in earth/existing paved shoulder, connect to c</td>
<td>Supplier Product Code</td>
<td>First Offer</td>
<td>First Offer - $190.00 20 / each</td>
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<td>Z1362204C1--01-36</td>
<td>L-867 16” diameter bottomless junction can with cover installed in earth.</td>
<td>Supplier Product Code</td>
<td>First Offer</td>
<td>First Offer - $1,400.00 9 / each</td>
</tr>
<tr>
<td>Z1362204C1--01-37</td>
<td>New L-861T(L) taxiway elevated medium intensity LED edge light and L-867 base ca</td>
<td>Supplier Product Code</td>
<td>First Offer</td>
<td>First Offer - $1,100.00 45 / each</td>
</tr>
<tr>
<td>Z1362204C1--01-38</td>
<td>New L-861T(L) taxiway elevated medium intensity LED edge light installed on exis</td>
<td>Supplier Product Code</td>
<td>First Offer</td>
<td>First Offer - $440.00 50 / each</td>
</tr>
<tr>
<td>Z1362204C1--01-39</td>
<td>Intercept existing circuit conductors in existing base can/ manhole/junction ca</td>
<td>Supplier Product Code</td>
<td>First Offer</td>
<td>First Offer - $185.00 50 / each</td>
</tr>
<tr>
<td>Z1362204C1--01-40</td>
<td>Identification of cables, ductbanks and lighting fixtures per FAA specifications</td>
<td>Supplier Product Code</td>
<td>First Offer</td>
<td>First Offer - $12,000.00 1 / lump sum</td>
</tr>
<tr>
<td>Z1362204C1--01-41</td>
<td>Temporary wiring to maintain existing systems in operation or to bypass segments</td>
<td>Supplier Product Code</td>
<td>First Offer</td>
<td>First Offer - $20,000.00 1 / lump sum</td>
</tr>
<tr>
<td>Z1362204C1--01-42</td>
<td>Removal of</td>
<td>Supplier Product Code</td>
<td>First Offer</td>
<td>First Offer - $110.00 40 / each</td>
</tr>
<tr>
<td>Product Code:</td>
<td>Supplier</td>
<td>First Offer</td>
<td>11700 / square foot</td>
<td>$280,800.00</td>
</tr>
<tr>
<td>---------------</td>
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<td>-------------</td>
<td>---------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Z1362204C1-01-43</td>
<td>Optional Item - Runway and Taxiway Painting Pre Formed Thermoplastic at Holding</td>
<td>Supplier</td>
<td>$24.00</td>
<td></td>
</tr>
<tr>
<td>Z1362204C1-01-44</td>
<td>Optional Item - Re-panel existing size 2, 2 module guidance sign with new lamps</td>
<td>Supplier</td>
<td>$1,500.00</td>
<td>2 / each</td>
</tr>
<tr>
<td>Z1362204C1-01-45</td>
<td>Optional Item - Re-panel existing size 2, 3 module guidance sign with new lamps</td>
<td>Supplier</td>
<td>$2,200.00</td>
<td>12 / each</td>
</tr>
</tbody>
</table>

Bid Allowance: $42,500.00
Supplier Total: $1,181,133.60

Optional Items Not Awarded:
See Agenda