

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

MM RW 70

AGENDA ITEM SUMMARY

R-2021-0843

Meeting Date: June 15, 2021 Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The Construction Manager (CM) at Risk Contract with Suffolk Construction Company Inc. (Suffolk) for CM at Risk Services for the Concourse B Expansion project at Palm Beach International Airport (PBI).

Summary: The Department of Airports (Department) issued a request for proposals for CM at Risk Services for the Concourse B Expansion project on October 9, 2020. Thirteen (13) submittals were received on December 3, 2020. The Department shortlisted three (3) firms on January 28, 2021: The Turner Construction Company, Whiting-Turner Contracting Company and Suffolk Construction Company, Inc. On March 1, 2021, the Countywide Selection Committee selected Suffolk to provide the required CM at Risk Services for the Concourse B Expansion at PBI. The services under this contract are task/work order based and will be approved in accordance with PPM CW-F-050 with the appropriate bonds and insurance documents. The PBI Master Plan update that was approved by the Board on December 4, 2018 (5C-1) identified a shortage of concession space post-security. In addition, the Master Plan recommended that two (2) additional gates be added to accommodate future capacity. This project includes approximately 56,000 square feet of expanded space at the end of Concourse B, including expansion of concession hold room and restroom spaces, improvement of aircraft parking apron, construction of infrastructure to support two (2) future gates and extension of existing building systems. These improvements will increase revenue and overall passenger experience. Suffolk is based in Boston, Massachusetts; however, the work will be directly managed by its regional office in West Palm Beach, FL. A Disadvantaged Business Enterprise (DBE) goal of 20% was established for this contract. Suffolk has proposed teaming with MCO Construction (MCO), as its DBE partner, to provide DBE outreach, project management and construction supervision services in an amount not less than 20% of the Suffolk preconstruction fee and 10% of the Suffolk general conditions fee paid by the County for such services in connection with this contract. Suffolk will also be required to demonstrate good faith efforts to achieve the 20% DBE goal for all tasks/work orders assigned under this contract. Countywide (AH)

Background and Policy Issues: Concourse B was originally constructed with the PBI Terminal in 1987. The hold rooms at the end of the concourse are at their capacity and the concourse is limited in concession space. This project will include expanding the space at the end of the concourse to support an additional two (2) future gates, an increase in the hold rooms, additional concessions, restrooms, and expansion of existing building systems with the intent to provide an updated facility for the traveling public at PBI.

Attachments:

- 1. Contract with Suffolk Construction Company - (3 originals)
- 2. DBE Goal Information

Recommended By: Ms Laura Becker 5-18-21
Department Director Date

Approved By: [Signature] 5/28/21
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* =====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

⑦

Budget Account No: Fund 4111 Department 121 Unit A394-445 Object 6504/6505
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no Fiscal Impact for this item.

C. Departmental Fiscal Review:

Deborah Duncan

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Shirley M. Slade
 OFMB 5/19/21
 (initials) 5/20/21

Dr. S. Jacobson 5/27/21
 Contract Dev. and Control
 5-27-21 JW

B. Legal Sufficiency:

[Signature] 5/28/2021
 for AH
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001463	Suffolk Construction Co., Inc.	Modified	Compliant					PB 20-11	Suffolk Construction Co., Inc.
		Ap , XV	Liberty Mutual Fire Insurance Company	AS2641444149050	8/31/2020	8/31/2021	Auto Liability		
		A , XIV	Starr Indemnity & Liability Company	1000584589201	8/31/2020	8/31/2021	Excess Liability		
		Ap , XV	Liberty Mutual Fire Insurance Company	TB2641444149040	8/31/2020	8/31/2021	General Liability		
		Ap , XV	Liberty Mutual Fire Insurance Company	WC2641444149070	8/31/2020	8/31/2021	Workers Comp		

Risk Profile : Standard - Construction Services
 Required Additional Insured : Palm Beach County Board of County Commissioners
 Ownership Entity :



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

SUFFOLK CONSTRUCTION COMPANY, INC.

Filing Information

Document Number F94000001902

FEI/EIN Number 04-2776356

Date Filed 04/13/1994

State MA

Status ACTIVE

Principal Address

65 Allerton St.
Boston, MA 02119

Changed: 05/15/2020

Mailing Address

65 Allerton St.
Boston, MA 02119

Changed: 05/15/2020

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 06/11/2009

Address Changed: 06/11/2009

Officer/Director Detail

Name & Address

Title Treasurer

Mahajan, Puneet
65 Allerton St.
Boston, MA 02119

Title Secretary

Tangney, Jr, John J

65 Allerton St.
Boston, MA 02119

Title Director

Fish, John
65 Allerton St.
Boston, MA 02119

Title President

Fish, John
65 Allerton St.
Boston, MA 02119

Title Asst. Secretary

Diaz, Juan
426 Clematis Street
West Palm Beach, FL 33401

Annual Reports

Report Year	Filed Date
2020	05/15/2020
2020	05/29/2020
2021	01/12/2021

Document Images

01/12/2021 -- ANNUAL REPORT	View image in PDF format
05/29/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
05/15/2020 -- ANNUAL REPORT	View image in PDF format
02/14/2019 -- ANNUAL REPORT	View image in PDF format
05/29/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
04/07/2018 -- ANNUAL REPORT	View image in PDF format
06/26/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
04/19/2017 -- ANNUAL REPORT	View image in PDF format
10/04/2016 -- Off/Dir. Resignation	View image in PDF format
01/06/2016 -- ANNUAL REPORT	View image in PDF format
12/07/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
01/20/2014 -- ANNUAL REPORT	View image in PDF format
05/06/2013 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
06/11/2009 -- Req. Agent Change	View image in PDF format
03/19/2009 -- ANNUAL REPORT	View image in PDF format
01/04/2008 -- ANNUAL REPORT	View image in PDF format
01/11/2007 -- ANNUAL REPORT	View image in PDF format
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**PALM BEACH INTERNATIONAL AIRPORT
PALM BEACH COUNTY, FLORIDA**

Board of County Commissioners

Maria G. Marino	District 1
Gregg K. Weiss	District 2
Dave Kerner	District 3
Robert S. Weinroth	District 4
Maria Sachs	District 5
Melissa McKinlay	District 6
Mack Bernard	District 7

County Administrator

Verdenia C. Baker

**Palm Beach County
Department of Airports**

Laura Beebe, Director of Airports
Gary M. Sypek, Deputy Director of Airports
Vacant, Director of Planning



R2021 0843
JUN 15 2021

CONSTRUCTION MANAGER AT RISK SERVICES

FOR

**CONCOURSE B EXPANSION
PALM BEACH INTERNATIONAL AIRPORT**

PROJECT NO PB 20-11

**PALM BEACH COUNTY
WEST PALM BEACH, FLORIDA**

"An Equal Opportunity - Affirmative Action Employer"

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470
(561) 471-7462
Fax: (561) 471-7427

Prepared By:
Palm Beach County Department of Airports
Planning & Development Division

PBC Project No.: **PB 20-11**
FDOT Project No.:
FAA AIP NO

MARCH 2021

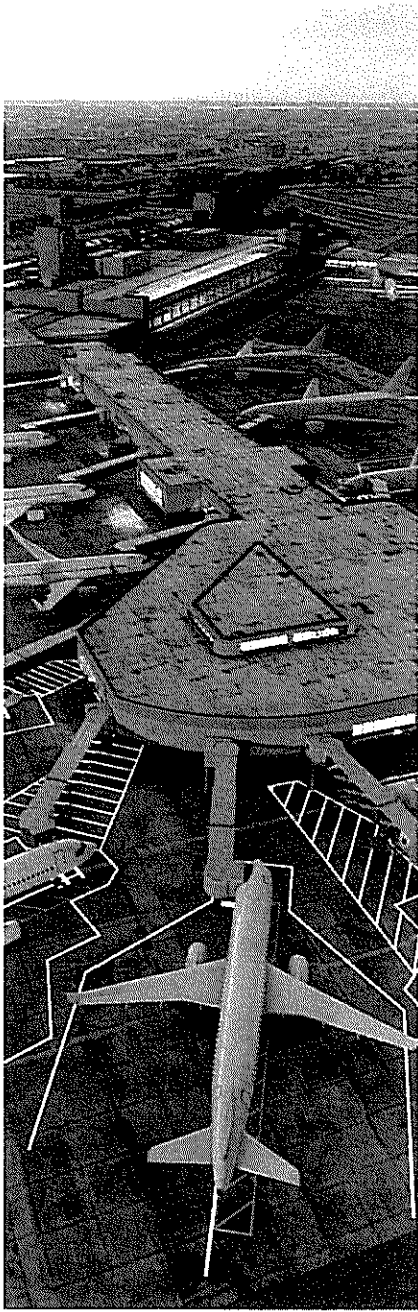


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- 06 General Requirements



01

Contract Documents for CMAR Services - Concourse B Expansion at PBI

**PALM BEACH INTERNATIONAL AIRPORT
PALM BEACH COUNTY, FLORIDA**

Board of County Commissioners

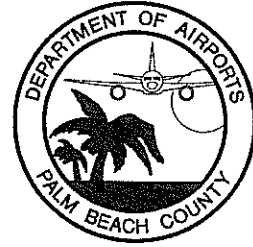
Maria G. Marino	District 1
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CONSTRUCTION MANAGER AT RISK SERVICES

FOR

**CONCOURSE B EXPANSION
PALM BEACH INTERNATIONAL AIRPORT**

PROJECT NO PB 20-11

**PALM BEACH COUNTY
WEST PALM BEACH, FLORIDA**

"An Equal Opportunity - Affirmative Action Employer"

Palm Beach County Department of Airports
846 Palm Beach International Airport
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(561) 471-7462
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Prepared By:

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Planning & Development Division

PBC Project No.: **PB 20-11**
FDOT Project No.:
FAA AIP NO

MARCH 2021



**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR
CONSTRUCTION MANAGER AT RISK SERVICES (CMAR)
CONCOURSE B EXPANSION AT PBI**

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R2021 0843

CONTRACT FOR JUN 1 5 2021

CONSTRUCTION MANAGER AT RISK SERVICES

This Contract for Construction Manager at Risk Services (this "Contract") is between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Owner" or "County" and Suffolk Construction Company, Federal Tax ID Number 04-2776356 hereinafter referred to as the "Construction Manager" or "CM".

WITNESSETH:

That the said Construction Manager having been awarded the Contract for the:

CM@RISK SERVICES
Concourse B Expansion
Palm Beach International Airport

And in accordance with the Contract Documents (as hereinafter defined) and for the promises and mutual consideration specified herein, the Construction Manager hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Task Order/Work Order/ Amendment.

The parties agree that the Contract Documents shall consist of the following documents, which are hereby incorporated into this Contract by this reference:

- The Contract and any approved amendments (when executed);
- General Provisions to the Contract;
- Request for Proposals, Project No. PB 20-11, as amended (hereinafter the "RFP"), and Construction Manager's Proposal;
- Guaranteed Maximum Price Amendments, Work Orders and Task Orders and any Change Orders thereto;
- Special Provisions for each Task Order/Work Order/Amendment;
- General Requirements
- Appendix 1 - Federal FAA/USDOT Contract Clauses
- Public Construction Payment and Performance Bonds and Form of Guarantee (when required) for each Work Order/Amendment;
- Insurance Certificates; and
- Technical Specifications, Addenda, Drawings/Plans and any revisions thereto for each Amendment or Work Order (the Construction Documents).

ARTICLE 1

Federal Front End Documents - CMAR (051018)
PB 20-11 Concourse B Expansion
Palm Beach International Airport

Contract
March 2021

GENERAL TERMS

- 1.1 Definitions.** Terms used in this Contract shall have the following meanings:
- 1.1.1** “Amendment” means a written instrument approved and executed by the parties that modifies the Contract.
 - 1.1.2** “Architect” means the Architect/Engineer of Record for each project which will be designated in the special Provisions for each project assigned under this Contract.
 - 1.1.3** “Basic Services” means the services described in Article II of this Contract for each project assigned under this Contract.
 - 1.1.4** “Construction Documents” means the technical specifications, design documents whether preliminary or final, architectural drawings, construction drawings, plans, addenda and change orders for each project assigned under this Contract.
 - 1.1.5** “Construction Team” means the Owner, the Architect and the Construction Manager.
 - 1.1.6** “Contract” means this Contract for Construction Manager at Risk Services and all associated Contract Documents as set forth on the first page of this Contract.
 - 1.1.7** “Contract Documents” has the meaning set forth on the first page of this Contract.
 - 1.1.8** “Contractor” or “Construction Manager” or “CM” means the company named in the preamble of this Contract and the terms will be used interchangeably in this Contract.
 - 1.1.9** “Contract Sum” means Guaranteed Maximum Price for each project assigned under this Contract, and the terms will be used interchangeably.
 - 1.1.10** “Guaranteed Maximum Price” or “GMP” the terms will be used interchangeably, means the amount calculated in accordance with Article 6 hereof and accepted by the Owner for each project assigned under this Contract.
 - 1.1.11** “GMP Amendment” means an amendment to this Contract that establishes the Guaranteed Maximum Price as described in Section 2.1.14 hereof for each project assigned under this Contract; the GMP Amendment may be issued as a Work Order or an Amendment depending on the value thereof.
 - 1.1.12** “Owner” or “County” means Palm Beach County.
 - 1.1.13** “Subcontractor” means Trade Contractor, and the terms will be used interchangeably.
 - 1.1.14** “Task Order” means an Amendment to the Contract that assigns a project to the Construction Manager and authorizes pre-construction services for that project.

1.1.15 "Trade Contractor" means each subcontractor hired by the CM to perform the Work for each project assigned under this Contract.

1.1.16 "Work" means all the preconstruction, the construction and other services required by this Contract and includes all labor, materials, equipment, supervision and services provided by the Construction Manager to fulfill its obligations under this Contract for each project assigned under this Contract.

1.1.17 "Work Order" means an Amendment to the Contract that authorizes construction services for a project assigned under the Contract.

1.2 Standard of Performance. The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Owner and Architect in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete each project assigned under this Contract in an expeditious and economical manner consistent with the interests of the Owner.

1.3 The Construction Team. The Construction Manager, the Owner, and the Architect (the "Construction Team") will cooperate together through construction completion for each project assigned under this Contract. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Architect will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Owner liable for the acts or deeds of the Construction Manager.

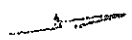
1.4 General Warranties. By execution of this Contract, Owner and Construction Manager each represent and warrant to the other that they are authorized to enter into this Contract and that this Contract represents such party's legal, valid and binding obligation, enforceable according to the terms thereof.

1.5 Construction Manager's Warranties. Construction Manager covenants, represents and warrants to Owner that:

It is a Palm Beach County business organization in good standing under the laws of the State of Florida, having full power and authority to engage in the business it presently conducts and contemplates conducting, and is and throughout the Work will be duly licensed or qualified and in good standing under the laws of said jurisdiction;

It has the required authority, ability, skills and capacity to perform, and shall perform, the Work in a manner consistent with sound engineering and construction principles, project management and supervisory procedures, and reporting and accounting procedures;

The execution, delivery and performance of this Contract will not conflict with any applicable laws or with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected;



It has knowledge of all the applicable laws in effect on the effective date of the Contract and of all business practices in the jurisdiction within which the Work is located that must be followed in performing the Work.

1.6 Time is of the Essence.

Time is of the essence in this Contract, and the Construction Manager agrees to promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract Documents.

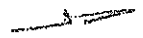
All dates and periods of time set forth in the Contract Documents, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work, and for the delivery and installation of materials and equipment, are included because of their importance to the County.

Construction Manager acknowledges and recognizes that the Work under this Contract must be performed in accordance with the project schedule developed for each project in accordance with Article 5 hereof and the approved GMP.

By signing this Contract, the Construction Manager agrees to the assessment of liquidated damages as provided in Article 5 hereof.

In agreeing to bear the risk of delays for completion of the Work, except for extensions approved in accordance with the Contract, the Construction Manager understands that, except and only to the extent provided otherwise in the Contract, the occurrence of events of delay within the Construction Manager's control shall not excuse the Construction Manager from its obligation to achieve full completion of the Work according to the project schedule, and shall not entitle the Construction Manager to an adjustment of the GMP. All parties under the control or in contract with the Construction Manager shall include but are not limited to Subcontractors, materialmen and laborers. If the Construction Manager has reason to believe that a delay on the part of a materialman or supplier was not within the Construction Manager's control, the Construction Manager may present such justification to the County for consideration of an extension in accordance with the General Provisions of the Contract.

1.7 Complete Functional Project. It is the intent of the parties to describe in the Contract Documents a functionally complete project to be constructed in accordance with the Contract and in accordance with all codes and regulations governing construction the project. Any work, materials or equipment that may reasonably be inferred from the Contract as being required to produce the intended result shall be supplied by Construction Manager whether or not specifically called for. Where 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 Construction Manager shall comply therewith. The County shall have no duties other than those duties and obligations expressly set forth within the Contract.



1.8 Governing Order. The Governing Order of the Contract is agreed to be as follows: The Contract includes various divisions, sections and provisions which are essential parts for the Work to be provided by the Construction Manager. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents as they apply to each project assigned:

1. This Contract and any amendments to this Contract, including Task/Work Orders.
2. Federal Requirements Appendix 1, to this Contract.
3. The RFP.
4. Special Provisions.
5. Technical Specifications
6. General Provisions.
7. Insurance Certificates, Public Construction Payment and Performance Bonds and Guarantee.
8. The Construction Documents (when approved).
9. The Construction Manager's Proposal.

In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then Owner shall resolve the conflict in any manner which is acceptable to Owner and which comports with the overall intent of the Contract.

1.9 Extent of Agreement. The Contract represents the entire agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements. This Contract may be amended only by written instrument signed by the Owner and the Construction Manager.

ARTICLE 2

CONSTRUCTION MANAGER'S BASIC SERVICES

2.0 Phases. The Construction Manager's Basic Services under this Contract include preconstruction phase services and construction phase services.

2.0.1 Unless agreed to the contrary in writing by Owner, the Construction Manager shall provide continuity in the assignment of the Construction Manager's Project Manager during the preconstruction and construction phases for each project.

2.1 The Preconstruction Phase. It is the intent of the Construction Manager at Risk project delivery system to engage the Construction Manager as an active participant in the design process working with the Owner and Architect in maintaining the project budget and project scope under this Contract. The Construction Manager shall:

2.1.1 Meet with the Architect and any other design team members to fully understand the program, the design documents, the project scope and all other pertinent aspects of the project

assigned under this Contract.

2.1.2 Provide preconstruction deliverables consisting of one (1) hard copy and one (1) electronic copy of reports at Schematic design, 60% design Construction Documents, 90% Construction Documents and 100% Construction Documents together with a Guaranteed Maximum Price proposal. The reports shall include a complete discussion and summary of the services provided in accordance with the following subparagraphs including the schedule and a detailed cost estimate.

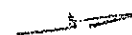
2.1.3 Review designs during their development as to constructability, including without limitation bringing to the Owner's and Architect's attention any known observations in the design that appear to be ambiguous, confusing, conflicting or erroneous. With respect to each such issue, the Construction Manager shall submit a written report to both the Owner and the Architect. At a minimum, each such written report shall contain: (1) a description of the constructability issue with background information; (2) a summary of the Construction Manager's in-depth study/research; and, (3) written recommendations for addressing the issue. Proactively advise the Architect with regard to the most effective approach for designing the project regarding issues of onsite use and improvements, selection of materials, building systems and equipment. Provide recommendations on relative feasibility of construction methods, compliance with applicable laws, codes, (relating to installation only) design standards, and ordinances, availability of materials and labor, time requirements for procurement, installation and construction and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the Owner's design objectives.

Notwithstanding anything herein in Article 2.1, the Construction Manager shall be responsible for review of design documents as a Construction Manager and not as a Design Professional.

2.1.4 Attend regularly scheduled meetings with the Architect and consultants to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing. The Construction Manager shall provide written recommendations on construction feasibility.

2.1.5 After a complete review of the Schematic Design Phase, evaluate the design and obtain an understanding of the intent of the Owner and Architect, provide an initial value analysis and offer cost savings suggestions and best value recommendations to the Architect and Owner. All recommendations shall be in writing and must be fully reviewed with the Architect and approved by the Owner prior to implementation.

2.1.5.1. Value analysis efforts shall result in a design that is most effective in the first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis, as may be required, to assist the Architect to achieve an appropriate balance between costs, aesthetics and function. Value analysis efforts shall also take into consideration applicable constructability issues. All value analysis studies shall be continuous as the design is being developed and must be provided on a timely basis within the design schedule.



2.1.6 Provide, for the Architect's and the Owner's review and acceptance, a schedule that details the Construction Manager's services, with the anticipated construction schedules for the project. The Construction Manager shall update such schedule periodically, as required, but not more frequently than once per month.

2.1.7 Based on design documents, prepare for the Owner's approval a detailed estimate of construction cost, developed by using estimating techniques which anticipate the various elements of the project, and based on design documents prepared by the Architect. Update and refine this estimate as the Architect prepares each design phase of the project (DDs, CDs). Advise the Owner and the Architect if it appears that the construction cost may exceed the project budget. Make recommendations for corrective action.

2.1.8 The Construction Manager shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The Construction Manager shall notify the Architect in writing upon observing any known features in the plans or specifications, which appear to be ambiguous, confusing, conflicting or erroneous. All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the Construction Manager during the review process shall be deemed to be corrected, and any associated costs shall be included in the Guaranteed Maximum Price (GMP).

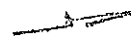
2.1.8.1 The Construction Manager shall provide a thorough interdisciplinary coordination review of the construction drawings and specifications submitted for review to the agency having jurisdiction for plan review and building permits, before Trade Contractor bidding. This review shall be performed utilizing a structured and industry accepted process. The Construction Manager shall review the final documents to see that all comments have been incorporated.

2.1.9 The Construction Manager agrees that time is of the essence in maintaining the project schedule under this Contract. In an effort to achieve the project schedule, the Architect will rely upon the input and recommendations of the Construction Manager in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

2.1.10 It is incumbent upon the Construction Manager to advise the Architect of recommended building components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the project.

2.1.11 Advise on the separation of the project into subcontracts for various categories of work. If separate contracts are to be awarded, review the drawings and specifications and make recommendations as required to provide that (1) the work of the separate contractors is coordinated with that of the Trade Contractors, (2) all requirements for the project have been assigned to the appropriate separate contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

2.1.12 Develop a project construction schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor.



Provide the project construction schedule for each set of bidding documents. Develop a plan for the phasing of construction.

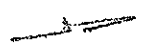
2.1.12.1 Establish a schedule for the purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Construction Documents by the Architect. Expedite and coordinate delivery of these purchases.

2.1.13 Develop and implement procurement procedures to ensure the federal procurement requirements of 2 CFR §§200.317-200.326 are satisfied. Develop procedures which are acceptable to the Owner for the prequalification of Trade Contractors. Provide copies of draft bid documents to Owner, which are consistent with the requirements of this Contract, Owner's obligations under 2 CFR §§200.317-200.326, applicable grant/funding requirements and applicable state, federal and local laws. Review draft bid documents with Owner to ascertain that all required certifications, representations and contract clauses have been included in draft bid documents. Finalize bid documents after Owner review. Develop Trade Contractor interest in the project and publicly advertise and conduct pre-bid conferences with interested bidders to review the documents. Take competitive bids on the Work (from at least three bidders) of the various Trade Contractors or, if authorized by the Owner in writing, negotiate for the performance of that Work. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work. Analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with the Owner and Architect a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of work. Specifically, review the scope of work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items. Review the applicable federal or state requirements in detail with the apparent low responsive bidders to determine that they understand the requirements. Maintain records of all pre-award interviews with apparent low bidders.

2.1.13.1 Federal Requirements – Affirmative Steps. The Construction Manager must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as Trade Contractors and subcontractors when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2.1.13.2 DBE Goals. Owner may require Construction Manager to track and report on Construction Manager's use of Trade Contractors, including, but not limited to DBE



subcontractors and suppliers. Construction Manager agrees to prepare any such Owner required informational reports. Construction Manager should be aware that since federal and/or state funds may be used on the project under this Contract the County's Local Preference Ordinance and SBE Ordinance will NOT apply to Trade Contracts or subcontracts solicited under this Contract. The DBE participation goal for under this Contract for Task Orders/Work Orders/Amendments funded, in whole or in part, with Federal Aviation Administration (FAA)/U.S. Department of Transportation (USDOT) and/or Florida Department of Transportation (FDOT) funds is a minimum of **20% of the GMP**. The Contractor shall comply with the DBE requirements set forth in Appendix 1 funded, in whole or in part, with FAA/USDOT and/or FDOT funds.

2.1.13.3 Federal Requirements – Wage Rates. For projects awarded under this Contract with USDOT, and/or FAA funds, the Davis Bacon Act will apply to wages rather than the County's Living Wage Ordinance and current Davis Bacon wage rates will be provided prior to advertisement. The applicable contract clauses are included in Appendix 1. As discussed below, the Construction Manager must include the Appendix 1 in all Trade Contracts and subcontracts for each project. Notwithstanding any provision of this Contract to the contrary, Owner reserves the right to amend or update Appendix 1 as Owner deems necessary or prudent to ensure compliance with applicable funding requirements, without formal amendment hereto.

2.1.13.4 Federal/State Requirements – Contract Clauses.

FAA/USDOT Contract Clauses. This Contract will be funded, in whole or in part, with grants from the USDOT/FAA. Detailed federal representations, certifications, and contract clauses for USDOT and FAA are set forth in Appendix 1 of this Contract. This contract is subject to the following terms U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200; Equal Opportunity Clause 41 CFR 60-1.4(b); Davis-Bacon Act (40 USC 3141-3148); Contract Work Hours and Safety Standards Act (40 USC 3701-3708); Clean Air Act (42 USC 7401-7671); Federal Water Pollution Control Act (33 USC 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 USC 1352); Procurement of Recovered Materials (2 CFR 200.322).

2.1.14 Upon agreement of the Owner and Construction Manager, the Construction Manager's GMP may be submitted at any time after completion and approval of the 90% Construction document phase, but in no case later than 45 days after submission of the Construction Documents to the agency having jurisdiction for plans review and permitting. The Construction Manager will develop and provide to the Owner a GMP which will include all construction costs, and all other projected costs including without limitation the Construction Manager fees, the Construction Manager-GMP contingency and General Conditions allowance but not including the Owner's construction contingency. The GMP shall set out each anticipated trade contract amount; the Construction Manager's fixed fee; General Conditions reimbursable costs including on-site field staff, and all project related costs, i.e., bonds, personnel, payroll benefit, etc. The GMP will be calculated in accordance with the Construction Manager's price proposal which is attached hereto as **Exhibit F from the RFP**.

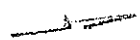
2.1.14.1 All assumptions made by the Construction Manager in the development of the GMP shall be specifically listed in the GMP proposal, and the GMP will not be adjusted due to assumptions made by the Construction Manager, but not included in the GMP proposal.

2.1.14.2 In the event that the GMP exceeds the project construction budget, the Owner reserves the right to direct the Construction Manager to (and the Construction Manager shall) work in conjunction with the Architect to redesign the project as necessary to maintain the project program and meet the project construction budget as follows:

- a. After consultation with the Owner, the Construction Manager shall coordinate and cooperate with the Project Team to alter and redraft the Construction Documents as necessary to accomplish the required reduction in cost.
- b. The Construction Manager shall develop and provide to the Owner a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
- c. The Construction Manager shall analyze the Architect's originally submitted and as altered and redrafted Construction Documents, and make recommendations to the Owner as to ways and methods to reduce the costs of constructing the project to a sum which does not exceed the project construction budget.

2.1.14.3 The Owner has the right to reject any GMP as originally submitted, or as adjusted. In addition, the Owner has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP.

2.1.14.4 The Construction Manager's detailed construction cost estimates and GMP will be reviewed by the Architect and the Owner for reasonableness and compatibility with the project construction budget. Meetings and negotiations with the Construction Manager will be held to resolve questions and differences that may occur between the project construction budget and the Construction Manager's construction cost estimate and the corresponding GMP. If indicated by the project construction budget limitations or other circumstances, the Construction Manager shall



work with the Owner to reach a mutually acceptable GMP.

2.1.14.5 If the GMP proposal is accepted, in writing, by the Owner, it will become an amendment to this Contract which will establish the GMP, contract time, and liquidated damages for that phase of the Work (the GMP Amendment) for this Contract. A "Public Construction Payment and Performance Bonds and Form of Guarantee" on the Owner's standard forms shall be provided by the Construction Manager simultaneously with the GMP Amendment for this Contract.

2.2 Construction Phase. Unless otherwise authorized by the Owner, all Work shall be performed under trade contracts held by the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor work or perform such work with its own forces. The Construction Manager shall:

2.2.1 Administer the construction phase as provided in the Contract.

2.2.2 Commence the Work within 10 days after receipt of the executed Guaranteed Maximum Price amendment, all permits, and "Notice to Proceed" from the Owner.

2.2.3 Promptly award and execute trade contracts with approved Trade Contractors. Provide copies of fully executed trade contracts, insurance certificates and, if required, bonds to the Owner, when requested. **The subcontractor buyout is to be completed within 60 days from NTP** and the contingency reconciled with the savings/overage unless the Construction Manager requests and receives a time extension from the Owner.

2.2.4 Manage, schedule and coordinate the Work, including the work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of the Owner, Architect and Construction Manager in order to complete the project in accordance with the Owner's objectives of cost, time and quality. Develop and maintain a program, acceptable to the Owner and Architect, to assure quality control of the construction. Supervise the work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications. Provide instructions to each Trade Contractor when its work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specifications, and continue to manage each subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the work. Should disagreement occur between the Construction Manager and the Architect over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

2.2.5 Maintain exclusively for the project a competent full-time staff at the project site to coordinate and direct the work and progress of the Trade Contractors on the project. The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the sub-contractors and CM shall provide no less than those personnel during the respective phases of construction that are set forth in an exhibit to the GMP Amendment. The CM shall not change any of those persons unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. All of the Construction Manager's on-

site management and supervisory personnel shall be consistent with the Construction Manager's Proposal and its interview presentation and shall not be removed or replaced without the Owner's consent. Upon written notice and with reasonable justification, the Owner shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event, the Construction Manager shall promptly replace such personnel, without consideration of additional compensation for the replacement.

2.2.5.1 Establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. Identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate change orders and contract modifications on behalf of the Construction Manager. Make available such executive personnel as necessary to execute change orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.

2.2.6 Establish procedures for coordination among the Owner, Architect, Trade Contractors and Construction Manager with respect to all aspects of the Work. Implement such procedures, incorporate them into a project resource manual, and distribute manuals to the Construction Team.

2.2.6.1 Require of the various Trade Contractors such coordination drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

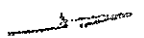
2.2.6.2 In coordination with the Architect, establish and implement procedures for tracking and expediting the processing of shop drawings and samples, as required by the Contract Documents.

2.2.7 Schedule and conduct weekly progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. Attend team meetings with the Architect and Owner and document with minutes.

2.2.8 Review the schedule with the various Trade Contractors and review, or expand the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. Regularly monitor and update the project schedule and various sub-networks as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Provide summary reports of each monitoring and document all changes in the schedule. Regular schedule updates and reporting shall be included as part of the monthly project report outlined herein.

2.2.9 Determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Owner and the Architect, take necessary corrective actions when requirements of a trade contract or a trade contract schedule are not being met.

2.2.10 Whenever Owner-Furnished Contractor-Installed (OFICI) materials or equipment are shipped to the project site, the Construction Manager shall notify the Owner and shall be responsible for their acceptance, proper storage, and incorporation into the Work provided the



scope of the Owner-Furnished Contractor-Installed (OFICI) work is included within the Guaranteed Maximum Price.

2.2.11 Develop and maintain an effective system of project cost control which is satisfactory to the Owner. Revise and refine the initially approved project construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and Architect whenever projected costs exceed budgets or estimates. Cost control reports shall be included as part of the monthly project report outlined herein.

2.2.12 Maintain a system of accounting consistent with generally accepted accounting principles. The Construction Manager shall preserve all accounting records for a period of five (5) years after final payment of the work or as otherwise requested in writing by the Owner. The Owner shall have access to all such accounting records at any time during the performance of the Work and for a period of five (5) years after final payment of the Work. Copies of these documents and records shall be furnished to the Owner upon request. Records of costs incurred include the Construction Manager's general accounting records and project records, together with supporting documents and records, of the Construction Manager and all subcontractors performing work on under this Contract, and all other records of the Construction Manager and subcontractors considered necessary by the Owner for a proper audit of costs.

2.2.12.1 Administer direct tax savings purchase program (if provided).

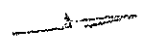
2.2.13 Develop and implement a system for the preparation, review and processing of change orders. Without assuming any of the Architect/ Engineer's responsibilities for design, recommend necessary or desirable changes to the Owner and the Architect, review requests for changes and submit recommendations to the Owner and Architect.

2.2.13.1 When requested by the Owner or Architect, promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the Owner, promptly secure formal written change order proposals from such Trade Contractors.

2.2.14 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors and Sub-subcontractors. The OSHA guidelines shall serve as the basis for the construction safety program.

2.2.14.1 Promptly notify the Owner and, where applicable, the Owner's Insurance Administrator, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the project site.

2.2.14.2 At progress meetings with Trade Contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to the Owner's Representative on request. The minutes of job safety and accident prevention portion of such progress meetings shall be made available to the Owner's Insurance Administrator, where applicable, upon request.



2.2.15 Make provisions for project security acceptable to the Owner, to protect the project site and materials stored off-site, or on-site, against theft, vandalism, weather, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.2.16 Record the progress of the project. Submit written monthly progress reports to the Owner and the Architect including information on the Trade Contractors' work, the percentage of completion, current estimating, computerized updated monthly "Critical Path Method" scheduling and project accounting reports, including estimated time to completion and estimated cost to complete. Keep a daily log available to the Owner and the Architect. Report and record such additional information related to construction as may be requested by the Owner.

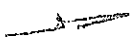
2.2.17 The Construction Manager shall be responsible for the coordination of removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos-related products as may be required in connection with the Work. Handling and removal will be performed, if necessary, under separate contract with Owner. However, hazardous material, described by federal guidelines brought onsite by the Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the Construction Documents shall be considered a concealed condition and may be the responsibility of the Construction Manager in a change order increasing the Guaranteed Maximum Price for any additional costs incurred. Such change order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition.

2.2.18 Construction Manager shall comply with all requirements of federal and state funding agreements which apply to all or a part of the Work including preparing such reports and making such certifications and representations as may be required by Owner.

ARTICLE 3

ADDITIONAL SERVICES

Upon the mutual agreement of the Owner and the Construction Manager, and upon written authorization from the Owner, the Construction Manager shall provide additional services which are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by a fee to be negotiated by the Owner and the Construction Manager at the time of the additional service request.



ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 Owner's Representative. The Owner will designate a representative to act on its behalf (the Owner's Representative) for the project assigned under this Contract. This representative, or his/her designee, will receive progress reports of the Work, serve as liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and represent the Owner in the day-to-day conduct of the project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.

4.2 Inspector. The Owner may retain a "threshold building" special inspector, if required by Chapter 553, Florida Statutes.

4.3 Review of CM Deliverables. The Owner will review and approve or take other appropriate action on the Construction Manager's preconstruction deliverables in a timely manner.

ARTICLE 5

SCHEDULE

5.1 Preconstruction Phase. The Construction Manager shall submit the pre-construction reports required under Article 2 hereof within **14 days** and the Guaranteed Maximum Price proposal within **45 days** after the Construction Documents have been made available to the Construction Manager.

5.2 Construction Phase. The number of days for performance of the Work under the construction phase of the project awarded under this Contract shall be established in the Guaranteed Maximum Price Amendment to this Contract.

5.3 Critical Dates Established. At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 6, a project substantial completion date, a project final completion date and an Owner occupancy date in accordance with the master project schedule, shall also be established by the Construction Team for the project awarded under this Contract. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date, final completion date and Owner occupancy date the project. The Construction Manager acknowledges that failure to complete a project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. Liquidated damages as provided for in the GMP Amendment shall be assessed at a rate to be determined by the Owner.

5.4 Acceleration of Schedule. In the event the Owner desires to accelerate the schedule for any portion of the Work, the Owner shall notify the Construction Manager in writing. As soon as possible but not later than 21 days after the Owner request, the Construction Manager shall give the Owner a revised Guaranteed Maximum Price for the acceleration which shall become a change order upon acceptance. The Owner may then direct the Construction Manager to increase its staff

and require its Trade Contractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved change order. In such event the Owner shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the adjusted Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure the Owner's approval of such records.

5.5 Use or Occupancy Ahead of Schedule. The Owner shall have the right to occupy, or use, any portion of the Work ahead of schedule. If use or occupancy ahead of schedule affects the cost of the project or the schedule for the Work, the Construction Manager shall so notify the Owner in writing and the use or occupancy will be treated as a change to the Work in accordance with Article 9 herein.

ARTICLE 6

GUARANTEED MAXIMUM PRICE

6.1 Cost of the Work. The Guaranteed Maximum Price (GMP) includes the Cost of the Work required by the Contract as defined in Article 8 of this Contract, and the Construction Manager's lump sum fee as defined in Paragraph 6.4 of this Contract and as calculated in accordance with the CM's price proposal attached hereto and incorporated herein as **Exhibit F (From the RFP)**. The GMP will be established based on Construction Documents prepared by the Architect. The GMP is subject to modification for Owner changes in the Work as provided in Article 9, herein.

6.2 Taxes. The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

6.3 Construction Contingency. In addition to the Cost of Work, the GMP will include an agreed upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the contingency shall be determined by the Owner. If trade contracts are executed below the applicable line items in the GMP, the surplus will be added to the contingency. If trade contracts are above the applicable line item in the GMP, the deficiency will be taken from the contingency, however such events shall not be cause to increase the GMP. The contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) documented scope gaps between trade contractors unless work is shown on drawings, (2) contract default by trade contractors, (3) reconciliation of allowances and sales tax savings estimate and (4) unforeseen field conditions. The contingency shall not be used for design errors and omissions which a prudent Construction Manager should reasonably have detected during the Construction Manager's pre-construction duties and reasonable due diligence by the Construction Manager.

If bids are not received for a portion of the Work at or below the applicable line item amount in

the GMP, the Construction Manager may negotiate for its performance for the specified line item lump sum amount or less.

6.4 CM Fee. Construction Manager's Fee during the Construction Phase includes the following costs, subject to reasonableness and allowability under the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31:

6.4.1 The cost of its home or branch office employees or consultants not at the project site, including the cost of all benefits, insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

6.4.2 The cost of its field employees identified in Subparagraph 2.2.5 herein, or their approved replacements, including the cost of all benefits, insurance, and taxes attributable to wages and salaries for said field employees.

6.4.3 General operating expenses of the Construction Manager's principal and branch offices.

6.4.4 Construction Manager's capital expenses, if calculated in accordance with FAR.

6.4.5 Overhead and profit, or other general expenses if allowable under FAR, except as may be expressly included in Article 8, herein, as the "Cost of the Work".

6.4.6 Travel and per diem costs of Construction Manager's employees and consultants if calculated in accordance with FAR.

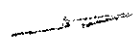
6.4.7 Those services set forth in Article 2.2

6.4.8 Expenses such as long distance telephone calls, telephone, water, and electrical service at the Construction Manager's field office at the site, postage, office supplies, expressage, and similar items in connection with the Work.

6.4.9 Cost of equipment such as field office typewriters, cameras, radios, computers, pagers, copiers, facsimile equipment, telephones, cell phones, trailers, field personnel safety equipment (vests, goggles etc), vehicles and furniture purchased or rented by the Construction Manager.

6.5 Payment Requests. Request for compensation for services shall be submitted in detail as requested by Owner in order to approve the fee.

6.6 Certification. By execution of this Contract and by submitting payment requests to Owner, the Construction Manager certifies that all factual unit costs supporting the fees specified in this Contract are accurate, complete and current at the time of negotiations and are reasonable and allowable under FAR; and that any other factual unit costs that may be furnished to the Owner in the future to support any additional fees that may be authorized will also be accurate, complete, reasonable and allowable under FAR. The fees specified in this Contract and any additional fees that may be authorized in the future shall be adjusted to exclude any sums by which the Owner determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs



or to the extent such fee was increased due to costs that are not reasonable or allowable under FAR.

6.7 No Inconsistent Positions. The Construction Manager's role in providing preconstruction services has allowed/caused the Construction Manager to formulate positions with respect to specific scope of work and contract interpretation issues. In that the Construction Manager is familiar with aspects of the scope of work and the Contract for the project during the preconstruction phase, the Construction Manager agrees not to request an increase in the GMP for any substantially similar issue based upon a theory of recovery which is inconsistent with written advice or consultation previously discussed pursuant to the aforesaid preconstruction services.

6.8 GMP Adjustments. Adjustments to the GMP will be made as described in the Special Provisions to the Contract.

6.9 No Overhead and Profit on Construction Contingency. When summarizing the cost of the GMP, the overhead and profit factor shall not be calculated on the construction contingency nor will the Construction Manager be due any additional overhead and profit on the use of the construction contingency.

6.10 Cost Savings. All cost savings for the not-to-exceed value of the GMP shall be returned to the Owner as part of the net aggregate savings established when final accounting is submitted upon final completion of the Work, or at such earlier time as agreed to by the Owner and the Construction Manager. "Cost savings" are the net difference obtained by deducting from the Adjusted GMP, the expended portions of the documented Construction Manager's Fee, the construction contingency balance and the actual expenditures representing the "Cost of the Work" as defined in Article 8 herein. Liquidated damages, if any, are different from, and are not a part of, this calculation.

ARTICLE 7

PAYMENTS TO CONSTRUCTION MANAGER

7.1 Payments. In consideration of the performance of the Contract, the Owner agrees to pay the Construction Manager, as compensation for its services an amount as set forth below:

7.1.1 For preconstruction services, unless otherwise noted in the task order, the amount established in the Task Order for such services which will be paid in installments at the satisfactory completion of the following phases:

- 100% Schematic Design
- 60% Construction Documents
- 90% Construction Docs.
- 100% Construction Documents/Accepted GMP

7.1.2 Upon acceptance of the GMP, the amount established in the GMP Amendment to this Contract for the project, which includes the "Construction Manager's Fee" as described in Paragraph 6.4 and the "Cost of the Work" as described in Article 8, is to be paid monthly as

described in the Contract. The overhead and the profit factors included in the GMP will be paid proportionally on a percent complete basis of the Work in place, less retainage.

If Work is authorized only for a part of a project, the overhead and profit fee shall be proportionate to the amount of Work authorized.

The Construction Manager's Fee shall be paid in equal monthly payments based upon the duration of construction.

7.1.2.1 Construction Manger shall (i) remit payment to its subcontractors and suppliers in accordance with the requirements of the General Provisions; and (ii) shall require its subcontractors to remit payments to its subcontractors and suppliers in accordance with the requirements of the General Provisions.

7.1.3 Pay requests for preconstruction services and for construction shall be documented in accordance with the General Provisions of the Contract and submitted in detail sufficient for a proper audit thereof.

ARTICLE 8

COST OF THE WORK

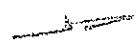
8.1 Definition. The term "Cost of the Work" shall mean costs including "general conditions" costs, incurred in the Work as described and defined in Paragraph 8.2, below, and paid or incurred by the Construction Manager and which are allowable costs under the FAR, which are not included in Paragraph 6.4, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. The term "wages" as used herein shall include the straight time and overtime pay and the cost of associated employee benefits. Employee benefits include, but are not limited to, unemployment compensation, social security, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager.

8.2 Cost Items. Cost of the Work includes and is limited to actual expenditure for the following cost items:

8.2.1 Subject to prior approval by the Owner, wages paid for labor in the direct employ of the Construction Manager, other than those provided under Paragraph 6.4 herein as a part of the Construction Manager's Fee, in the performance of the Work.

8.2.2 The cost of all materials, supplies and equipment incorporated in the Work or stored on site, including cost of transportation and storage thereof. At the Owner's sole discretion, the Owner may make payment for materials, supplies and/or equipment stored off-site and bonded.

8.2.3 Payments made by the Construction Manager to Trade Contractors for their work performed pursuant to trade contracts with the Construction Manager.



8.2.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Contract, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Owner.

8.2.5 Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.

8.2.6 Building and operating permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the Construction Manager's own negligence.

8.2.7 Cost of removal and disposal of all debris including clean-up and trash removal.

8.2.8 Cost incurred due to an emergency affecting the safety of persons and/or property.

8.2.9 Subject to prior written approval by Owner, legal costs reasonably and properly resulting from prosecution of the Work for the Owner; provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and the Owner or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

8.2.10 Cost of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage, not including construction manager's office trailers.

8.2.11 Cost of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary project signs and costs of permits and fees pursuant to the Special Provisions of the Contract. Does not include field personnel safety equipment (vests, goggles, hardhats etc.).

8.2.12 Cost of watchmen or similar security services.

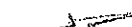
8.2.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Contract.

8.2.14 Cost of preparation of shop drawings, coordination plans, or as-built documents not included in trade contracts.

8.2.15 All costs for reproduction of documents to directly benefit the Work.

8.2.16 Costs directly incurred in the performance of the Work and not included in the Construction Manager's Fee as set forth in Paragraph 6.4, herein.

8.2.17 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities not owned by the workmen which are employed or consumed in the



performance of the Work.

8.2.18 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof.

8.2.19 Costs associated with setting up and demobilizing tool sheds, temporary fences, temporary roads, and temporary fire protection.

8.3 Defective Work. No costs shall be paid to the Construction Manager for any expense related to correcting defective workmanship or work not in conformance with the plans or specifications.

ARTICLE 9

CHANGES IN THE WORK

The Owner, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the Special Provisions of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no changes in the Work without the prior written approval of the Owner.

ARTICLE 10

DISCOUNTS

All quantity discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Owner.

ARTICLE 11

INSURANCE

The Construction Manager shall provide insurance as required by the General Provisions of the Contract.

ARTICLE 12

PERIOD OF SERVICE

The period of service and contract term shall commence upon the approval and execution of this Contract by both parties and continue until completion of all phases of the Work and the time detailed in the Amendment for the project assigned under this Contract, unless otherwise terminated as provided for in the Contract.

ARTICLE 13

INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the Construction Manager, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to any bid, proposal or any resulting contract.

ARTICLE 14

SCRUTINIZED COMPANIES

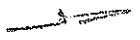
As provided in Florida Statutes, Section 287.135, by entering into this Contract or performing any work in furtherance thereof, the Construction Manager certifies that it, its affiliates, suppliers, trade contractors, subcontractors and consultants who will perform hereunder have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities in the Iran Petroleum Energy Sector list created pursuant to F.S. 215.473, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria. If the County determines, using credible information available to the public, that a false certification has been submitted by the Construction Manager, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the contract may be imposed.

ARTICLE 15

SPECIAL TERMS AND CONDITIONS

15.1 Not Used

15.2 **Method of Assigning Work under Contract.** The County will issue Task Orders/Work Orders/Amendments against the Contract.



15.3 **Location of Work.** Palm Beach International Airport (PBI), Palm Beach County.

15.4 **Not used**

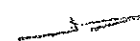
15.5 **Performance during Public Emergency.** Construction Manager agrees and promises that during, and after, a public emergency, disaster, hurricane, flood or other act of God, the County shall be given "first priority" for all services under this Contract. Construction Manager agrees to provide all services to County throughout the emergency/disaster on the terms and conditions provided in the Contract Documents and with a priority above, and a preference over, work to the private sector. Construction Manager shall furnish a 24-hour phone number to the County in the event of an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute a breach of the Contract.

15.6 **Project Close-Out and Final Payment.** As a condition to final payment Contractor shall furnish to the County's Authorized Representative the following documents each in a form acceptable to the County:

- Final Releases of Claim from all trade contractors, subcontractors and suppliers, as may be applicable;
- Consent of Surety to Final Payment on the project;
- Documentation of required notifications to federal, state, county, and municipal agencies;
- Release of Claim from the Construction Manager ;
- Form of Guarantee;
- All Warranties.

15.7 **General and Special Provisions.** Construction Manager shall refer to the General and Special Provisions of the Contract for detailed information on payment, prosecution of the Work, warranty, indemnity, insurance, confidential information, substantial completion, final acceptance and other matters.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said Owner and caused the seal of the said Owner to be affixed hereto, and the Construction Manager has hereunto set its hand and seal the day and year written. The Construction Manager represents that it is authorized to execute this Contract on behalf of itself and its Surety.

R2021 0843 JUN 15 2021

ATTEST:
JOSEPH ABRUZZO, Clerk of the
Circuit Court & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: 
Deputy Clerk

By: 
Mayor **Dave Kerner**

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS


Assistant County Attorney

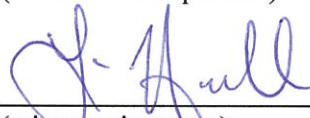

Director, Department of Airports



(witness signature)

CONSTRUCTION MANAGER:

Ellen M. Rand
(witness name printed)

By: Suffolk Construction Company, Inc.
(Name)


(witness signature)

By: 
(signatory)

Tim Havill
(witness name printed)

Juan Diaz
(print signatory's name)

It's General Counsel, Assistant Secretary-
South Region
(print title)



April 13, 2021
(date of execution)



02

Amendments / Work Orders / Task Orders



03. Construction Managers
Proposal (Price Form
Exhibit F From RFP)

03

Construction Managers Proposal (Price Form Exhibit F From RFP)

RFP EXHIBIT F
Required only from Short Listed Firms following Completion of Phase 1
PRICE PROPOSAL FORM
(NOT TO BE SUBMITTED WITH PROPOSAL)

Page 1 of 2

Pricing Component

*All numbers below are based on a \$40 million project budget.

<p>Pre-Construction Phase Fee (see note 1) While the preconstruction services we anticipate for the project would typically require a .25% fee, we have discounted our rate to .15% to demonstrate our commitment.</p>	<p><u>.15</u> % of <u>estimated</u> construction cost (which will be converted to a <u>lump sum</u> fee when a task order/amendment is issued see note 1)</p>
--	---

<p>Performance and Payment Bonds</p>	<p><u>.54</u> % of <u>estimated</u> construction cost</p>
---	---

<p>Builders Risk Insurance</p>	<p><u>1.0</u> % of <u>estimated</u> construction cost *subject to actual market conditions at project start</p>
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<p>General Liability Insurance</p>	<p><u>1.0</u> % of <u>estimated</u> construction cost</p>
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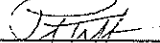
<p>Construction Phase Management Fee (see note 2)</p>	<p>\$\$ Per Month (Assume Full-Time Rate for each category of field employees listed) (which will be converted to a <u>lump sum</u> fee when a task order/amendment is issued see note 2)</p>
--	--

<p>Home Office Employees (see sections 6.4.1, 6.4.3, & 6.4.4 of the Sample Contract)</p>	<p>\$ 0.00</p>
<p>Senior Project Manager</p>	<p>\$ 25,249.00</p>
<p>Project Manager</p>	<p>\$ 19,563.00</p>
<p>Assistant Project Manager</p>	<p>\$ 14,288.00</p>
<p>General Superintendent</p>	<p>\$ 30,344.00</p>
<p>Superintendent</p>	<p>\$ 28,563.00</p>
<p>Project Coordinator/Admin</p>	<p>\$ 9,007.00</p>
<p>Field Office (trailer) (see note 4)</p>	<p>\$ 6,005.00</p>
<p>Field Office move in/set up/move out</p>	<p>\$ 43,090.00 *one-time charge only</p>

<p>Overhead and Profit (see note 3)</p>	<p>% of GMP (which will be converted to a <u>lump sum</u> fee when GMP is approved, before construction begins, see note 3)</p>		
	Overhead	Profit	Total
	<u>0.0</u> %	<u>2.25</u> %	<u>2.25</u> %

PROPOSER (firm name) Suffolk Construction Company, Inc., dba Suffolk

PRINT NAME OF AUTHORIZED REPRESENTATIVE Pete Tuffo

SIGNATURE OF AUTHORIZED REPRESENTATIVE 

TITLE: President, South Region DATE: February 12, 2021

[Handwritten mark]

PRICING PROPOSAL FORM

Page 2 of 2

Notes for Pricing Component

Note 1: Pre-Construction Phase Fee. The Pre-Construction Phase Fee proposed will be the maximum fee allowed to provide the services described in Section 2.1 of the Sample Contract (Exhibit G). The fee for a particular project may be negotiated lower if not all of the services listed in Section 2.1 of the Sample Contract (Exhibit G) are required for a particular project. The percentage of estimated construction cost will be converted to a fixed lump sum when a task order/amendment is issued authorizing the Pre-Construction Phase services for a particular project. The lump sum price will be fixed prior to the services beginning and cannot be increased.

Note 2: Construction Phase Management Fee. Proposer should provide the cost per month to provide the Construction Phase Management services described in Section 2.2 and allowable under Section 6.4 of the Sample Contract (Exhibit G) (excluding paragraph 6.4.5). Field personnel costs shall include costs described in Sections 6.4.2, 6.4.6, & 6.4.7 of the Sample Contract (Exhibit G). For the price proposal, proposer should assume full-time utilization of a single person for each category of field personnel. The fee proposed will be the maximum fee allowed to provide the Construction Phase Management services described in Section 2.2 of the Sample Contract (Exhibit G). The fee for the project may be negotiated lower if not all of the services listed in Section 2.2 of the Sample Contract (Exhibit G) are required for a particular project, if not all of the field positions are required to be filled, or if not all field positions are required to be filled on a full-time for the project. Depending on the nature and complexity of the project, the County may also approve more than one person in each of the various field personal categories at the applicable rate established in the fee proposal. The proposed fee will be converted to a fixed lump sum fee when an amendment is issued authorizing the construction phase management services for a particular project (and is based on estimated costs not actual incurred costs.)

Note 3: Overhead and Profit. The Overhead and Profit fee proposed is that allowed under Section 6.4.5 of the Sample Contract (Exhibit G). The fee proposed will be converted to a fixed lump sum when the GMP amendment is approved. This lump sum fee is based on the approved GMP and is not based on actual incurred costs. The lump sum amount will be fixed prior to construction beginning and this fixed fee cannot be increased for the work authorized under that GMP amendment. The Overhead and Profit Fee must not include costs already allocated to and included in the Construction Phase Management Fee described in Note 2 above.

Note 4: Field Office. Costs for the field office includes Sections 6.4.8 and 6.4.9 of the Sample Contract (Exhibit G) and all other operating expenses associated with the Field Office.



04

General Provisions

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Part 1 – General Contract Provisions

Section 10 Definition of Terms

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

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.

Section 10 Definition of Terms

Federal Front End Documents
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v 122118
March 2021

Paragraph Number	Term	Definition
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, <i>Supplemental Special Provisions, Work Orders, Amendments, Task Orders Change Orders and agreements which are required to complete the construction of the work in an acceptable manor, including authorized extensions thereof</i> , standards incorporated by reference and issued addenda, <i>all of which constitute one instrument.</i>
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is

Section 10 Definition of Terms

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Paragraph Number	Term	Definition
		stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work. <i>Where the term Contractor is used in this document it shall mean the same as Construction Manager</i>
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement , <i>Contingency Use Directive</i> but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be

Section 10 Definition of Terms

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Paragraph Number	Term	Definition
		necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account Construction Change Directive	a. Contract Force Account Construction Change Directive (CCD) —A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

Section 10 Definition of Terms

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Paragraph Number	Term	Definition
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Palm Beach County Board of County Commissioners .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the

Section 10 Definition of Terms

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Paragraph Number	Term	Definition
		necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

Section 10 Definition of Terms

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Paragraph Number	Term	Definition
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item. All changes to the contract will be issued under a Change Order or Contingency Use Directive
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.

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Paragraph Number	Term	Definition
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	<p>PBCDOA. Palm Beach County Department of Airports</p> <p>Special Provisions. The specific clauses setting forth conditions or requirements peculiar to the project under consideration.</p> <p>Subcontractor. The pre-qualified (where required) individual, partnership, or corporation, or a combination thereof, undertaking the execution of a part of the work under the terms of the Contract, by virtue of an agreement with the contractor approved by the Owner.</p> <p>TSA. Transportation Security Administration.</p> <p>Contingency Use Directive. Document used to authorize the contingency as defined in Article 6.3 of the Contact</p>

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Section 20 Proposal Requirements and Conditions

~~20-01 Advertisement (Notice to Bidders).~~

20-02 Qualification of bidders.

Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work ~~to the Owner~~ at the time of bid opening *or as requested by the Construction Manager*.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner *or Construction Manager* satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-02.1 SUBCONTRACTORS AND SUPPLIERS. *The contractor shall not employ any subcontractor or supplier or other person or organization whether initially or as a substitute, against whom the Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any subcontractor, supplier or other person or organization to furnish or perform any of the work against whom the Contractor has reasonable objection.*

20-03 Contents of proposal forms. ~~The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 Irregular proposals.~~

~~Mobilization is limited to 10 percent of the total project cost.~~

20-04 Issuance of proposal forms. The Owner *or Construction Manager* reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

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a. Failure to comply with any prequalification regulations of the Owner *or Construction Manager*, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities (Unit Price Contracts). An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. ~~The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.~~

~~The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.~~

20-08 Responsive and responsible bidder. ~~A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.~~

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~~A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.~~

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner *or Construction Manager*, or if the Owner's *or Construction Manager*'s form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner *or Construction Manager* reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

~~**20-10 Bid guarantee.** Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.~~

~~**20-11 Delivery of proposal.**~~

~~**20-12 Withdrawal or revision of proposals.** A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner ~~in writing~~ ~~by fax~~ ~~by email~~ before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.~~

~~**20-13 Public opening of proposals.** Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.~~

~~**20-14 Disqualification of bidders.** A bidder shall be considered disqualified for any of the following reasons:~~

- ~~a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.~~
- ~~b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.~~

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~~e. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.~~

~~**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than [] days prior to bid opening.~~

~~Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.~~

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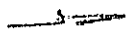
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Section 30 Award and Execution of Contract

See Article 2.1.14 of the Contract

~~30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.~~

~~Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:~~

~~a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.~~

~~b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.~~

~~In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.~~

~~30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within [] calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.~~

~~If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.~~

~~30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*. See~~

~~30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.~~

~~30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds~~

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shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. ~~The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within ~~15~~ calendar days from the date mailed or otherwise delivered to the successful bidder.~~

30-07 Approval of contract. ~~Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.~~

30-08 Failure to execute contract. ~~Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.~~

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Section 40 Scope of Work

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

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, ~~provided such action does not represent a significant change in the character of the work.~~

~~For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.).~~

~~Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities, with the Contract*~~

~~Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance exceed the Contract amount it shall be covered by a supplemental agreement. *Change Order. Change Orders* Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, *Change Order*, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.~~

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a ~~supplemental agreement~~ *Change Order*. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work *within the intended scope of the contract* but not provided for in the awarded contract as previously modified by change order ~~or supplemental agreement~~, Owner may issue a Change Order to cover the necessary extra work. Change Orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall

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contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, ~~but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement by a Change Order*~~

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. ***Authorization to proceed shall be issued under a Construction Change Directive.*** Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order ~~or supplemental agreement~~ to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (Change Order ~~or supplemental agreement~~) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the

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work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

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

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

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

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

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

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

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

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been

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disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

40-8a ACCESS TO THE WORK. *Access to the work will be via the access routes shown on the plans or as directed by Owner. The contractor shall identify access routes with suitable signs, barriers and similar equipment approved by the RPR. Access through security checkpoints to enter the AOA may take additional time for vehicle inspection. Contractor shall plan scheduled activities accordingly to account for inspections. No additional time shall be granted related to access to the work.*

The entire access route and construction site shall be kept free and clean of all debris at all times and maintained in good repair by the contractor. All damage to the access route caused by the actions of the contractor or his agents shall be immediately repaired to the satisfaction of the Owner.

No additional payment will be made to the contractor for complying with the requirements of this subsection.

No other access to these work sites will be permitted without written approval by Owner. Contractor's vehicles and equipment, including vehicles and equipment of subcontractors and others coming under the contractor's control, will not be permitted to traverse other airfield areas or pavements without written approval of Owner.

Contractor's vehicles, equipment, and materials may be stored in the area designated on the Plans. Upon completion of the work, the storage area shall be cleaned up and returned to its original condition to the satisfaction of Owner. No special payment will be made for clean up and restoration of the storage area.

Space will be allotted by Owner for the use of employees of the contractor and his subcontractor(s) for the daily parking of their automobiles during the construction period. Personal vehicles of employees and vehicles operated by vendors of goods or services will not be permitted beyond the contractor's parking area. Drivers of vehicles being operated beyond this area shall be subject to loss of permission to enter the construction site.

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Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work, *the fulfillment of the Contract on the part of the contractor and the rights of different contractors on the project.* The RPR does not have the authority to accept work that does not conform to specification requirements.

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

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

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

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

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

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They

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are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. *See Table of Contents listing Special Provisions.*

50-05 Cooperation of Contractor. ~~The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.~~

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

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

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

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

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

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and

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vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **AutoCAD Civil 3D (Version 2017 or later) and shall include all COGO points and Digital Terrain Models (DTM). Pdf files shall also be provided.**

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

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

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

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

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

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

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

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

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

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

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

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. *Construction traffic should be kept off airport pavements to the extent possible.*

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

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

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

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the

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Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

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

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an *substantial completion* inspection *in accordance with Special Provisions SP 18.0 Substantial Completion*. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made *in accordance with Special Provisions SP 19.0 Final Inspection and Acceptance* which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances. *The claim shall be resolved in accordance with Special Provisions SP 17.0 Disputes*

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

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60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work.

Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR. *In the event that any tests show a failure to meet the requirements of the Contract Documents, the expense of retesting, after substitution or modification by the Contractor shall furnish the required samples without charge. The Contractor shall give sufficient notification of the placing of orders for materials to permit testing.*

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

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Unless waived by the Owner depending on the project and funding The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

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60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

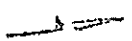
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70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and *to the extent permitted by law*, shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work *with the exception of fees required by permits issued by Palm Beach County which will be paid for by the Owner.*

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. *To the extent permitted by law*, the Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans. ~~and is indicated as follows: []~~.

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

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

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70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

The attention of the Contractor is also invited to the fact that the State in which this project is located may pay a portion of the cost of this improvement. In accordance with said State's rules and regulations, work will be subject to such inspections of the State, or its representative, may deem necessary to protect the interests of the people of the State. The Contractor shall furnish the inspecting party with every reasonable assistance to ascertain whether or not the requirements and intent of the Contract are being met. Such inspections will in no way infer that the State is party to the Contract, except for those Contracts wherein the State is a signatory.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

The Contractor shall provide initial and continuing instructions to all supervisors, employees, subcontractors, and suppliers to enable them to conduct their work in a manner that will provide the maximum safety with the least hindrance to air and ground traffic, the general public, airport employees, and to the workmen employed on the site.

All safety provisions specified by the plans and documents or received from the RPR, and those required by laws, codes and ordinances, shall be thoroughly disseminated and rigidly enforced.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is located in Appendix 2 of the Contract Documents.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

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The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

Work that is to remain in place which is damaged or defaced by reasons of work performed under this Contract, shall be restored at no additional cost to the Owner.

Items removed, indicated to be salvaged for Owner or reused in new work, which are damaged beyond repair, shall be replaced with equal new materials under this Contract at no additional cost to the Owner.

Existing pavement or other existing work not specified for removal which is temporarily removed, damaged or in any way disturbed or altered by work under this Contract shall be repaired, patched, or replaced to the complete satisfaction of the Engineer at no additional cost to the Owner.

Where it is necessary to cut, alter, remove, or temporarily remove and replace existing property or equipment, the cost shall be included in the Contract price for the item creating such work.

It is recognized that the Owner will incur the costs for employees' salaries, engineering fees, and otherwise in connection with the damage and inspection and repair of any such damage, caused by the Contractor, consequently that the Owner may incur loss of income by reason of the diversion of airport traffic from the airport resulting, from interruption of the use of airport facilities, and that such expenses and loss of income are not measurable and may not be reasonably ascertainable at the time of any incident caused by this Contractor. The Owner and the Contractor hereby agree to the assessment of liquidated damages in lieu of such expenses of other damages incurred by the Owner. In addition to the obligation of this Contractor to immediately repair any cables or facilities damaged by the Contractor, as set forth above, the sum of not greater than one thousand (\$1,000.00) dollars per incident may be deducted from any money due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the surety or from both. The amount of these deductions are to cover liquidated damages to the sponsor incurred by additional and other expenses and damages arising from the incident or incidents caused by the Contractor, and such deductions are not considered as penalties.

70-11 Responsibility for damage claims. *To the extent permitted by law, the Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages*

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shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work has been noted in the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own

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expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in the plans. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

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The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. (If applicable to the project). The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

In the event of conflict between Federal, State or local laws, codes, ordinances, rules and regulations concerning pollution control, the most restrictive applicable ones shall apply.

See Special Provisions SP 16.0 and Specification C-102 for additional requirements.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. *Unless otherwise specified in this Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of work, insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to Owner. All insurance policies shall be with insurers authorized to do business in the State of Florida.*

Commercial General Liability: *The Contractor shall agree to maintain Commercial General Liability, or similar form, at a limit not less than \$5,000,000 per occurrence and \$10,000,000 general aggregate. In the alternative, however, Contractor may, in lieu of the aforesaid general aggregate requirements, provide proof that the coverage has been endorsed by ISO form CG 25 03 or similar broadening endorsement so that the General Aggregate under the Limits of Insurance of the coverage apply separately to each project away from premises owned by or rented to the Contractor; in an amount not less than \$5,000,000 per project for the work required by this Contract. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. Coverage may not exclude Cross Liability or Severability of Interests. The certificate(s) of insurance must clearly state that Contractual Liability coverage for this project is included. Contractor agrees this coverage shall be provided on a primary basis.*

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Business Auto Liability: The Contractor shall agree to maintain Business Auto Liability, or similar form, at a limit not less than \$5,000,000. Coverage shall include all Owned Autos, Hired Autos and Non-owned Autos. In the event Contractor does not own any automobiles, the business auto liability requirement shall be amended to require Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Contractor agrees this coverage shall be provided on a primary basis.

Workers' Compensation: The Contractor shall agree to maintain Workers' Compensation and Employer's Liability coverage. Coverage shall include Employer's Liability with minimum limits of \$500,000 Each Accident, \$500,000 Disease-Policy Limit, \$500,000 Disease-Each Employee. Contractor agrees this coverage shall be provided on a primary basis. Exemptions for a Contractor in or doing work in the construction industry, or proof of workers' compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement.

Builders Risk Insurance: The Contractor shall agree to maintain builder's risk insurance for any property or project in the course of construction in an amount at least equal to 100% of the estimated completed project value as well as subsequent modifications of that sum. Coverage shall be provided for each Work Order assigned on an All-Risk basis including coverage for the perils of wind and flood. Contractor shall assume all responsibility for any coinsurance penalties, deductibles, or uncovered self-insured retention. The policy shall endorsed with an "Occupancy Endorsement," or similar endorsement, amending the automatic termination of coverage in the event the project is partially occupied, or put to its intended use prior to completion of construction. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the project. The deductible shall not exceed \$250,000, without prior approval from the County's Risk Management Department, nor shall a wind percentage deductible, when applicable, exceed five percent (5%). The coverage shall be kept in force until final payment has been made in accordance with other applicable contract requirements, or until no one but the Owner has any property interest in the project, or until Contractor and Owner mutually consent to the termination, whichever occurs first. This insurance shall include interest of the Owner, Contractor, subcontractors and Sub-subcontractors in the Project. Contractor agrees this coverage shall be provided on a primary basis, and shall be in accordance with all of the limits, terms, and conditions set forth herein.

Additional Insured Endorsement: The Contractor shall agree to endorse the Owner as an Additional Insured on each insurance policy required to be maintained by the Contractor with exceptions for Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. The endorsement should read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". The Contractor shall agree the Additional Insured endorsement provides coverage on a primary basis.

Umbrella or Excess Liability Contractor may satisfy the minimum liability limits required above for Commercial General Liability and 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 the Commercial General Liability and Business Auto Liability. Contractor agrees to endorse COUNTY as

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an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

Certificate of Insurance: The Contractor will deliver Palm Beach County Department of Airports (PBCDOA), a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificate(s) must be signed by the authorized representative of the Insurance Company shown on the certificate. The certificate(s) of Insurance shall reference the project name and contract number.

Submit certificates of insurance to:

Palm Beach County
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

Cancellation and/or Modification of Insurance Coverage

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to County and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Renewal Policies

The Contractor shall promptly deliver to PBCDOA a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to PBCDOA not less than five (5) business days before the expiration date of any policy.

Waiver of Subrogation: The Contractor shall agree by entering into this contract to a Waiver of Subrogation for each required insurance coverage. When required by the insurer or should a policy condition not permit the Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Subcontractor(s) Insurance: The Contractor shall agree to cause each subcontractor hired by Contractor to maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by Owner, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Deductibles, Coinsurance Penalties, & Self-Insured Retention: The Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

No Representation of Coverage Adequacy: The coverages and limits identified herein have been determined to protect primarily interests of Owner only, and the Contractor agrees in no way should the

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coverages and limits herein be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the work or otherwise.

Right to Review & Adjust: The Contractor shall agree, notwithstanding the foregoing, that Owner, by and through its Risk Management Department, in cooperation with the Department of Airports, reserves the right to periodically review, modify, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this awarded work.

Furthermore, Owner reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, Owner shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

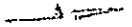
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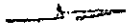
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Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

~~The Contractor shall perform, with his organization, an amount of work equal to at least 25% percent of the total contract cost.~~

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR fourteen (14) days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. ~~The Contractor is expected to commence project operations within [] days of the NTP date. The Contractor shall notify the RPR at least [24 hours] in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.~~

80-03 Execution and progress. ~~Unless otherwise specified,~~ The Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the ~~start of work.~~ **Pre-construction meeting.** The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

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The project schedule shall be prepared as noted in Specification 1320

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) ~~at least 48 hours~~ **as noted in the Construction Safety and Phasing Plan (CSPP)** prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) ~~and as listed below~~, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

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80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work.—The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the

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effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be *in accordance with SP 25.0 Suspension and* filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the midnight of the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, ~~shall be excluded~~ *shall be included in a change order to the contract in accordance with Special Provisions 7.0 Extension of Time/No damages for Delay*

~~At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.~~

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
To Be Determined in Accordance with Article 5 for each project		

If the Contractor finds it impossible for reasons beyond their own control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this paragraph, the Contractor may, ~~at any time prior to the expiration of the contract time as extended,~~ make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will

justify the granting of their own request. Requests for extension of time, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion. *Shall be submitted in accordance with Special Provisions SP 7.0*

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment *pertaining to this Contract*, to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

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80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

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Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement *For unit price contracts*

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

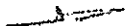
Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.

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Term	Description
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received</p>

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Term	Description
	<p>subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighting (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
Rental Equipment	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
Pay Quantities	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

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90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. *The Contractor shall review estimated quantities completed during the performance period of each monthly pay application with the RPR and subcontractors. Agreement between all parties shall be made prior to submitting the pay application to the Owner.*

Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

Contractor shall prepare and submit to Owner an invoice in accordance with the Owner's estimate. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). Retainage, in the amount of 10%, will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. At Contractor's request, after 50% completion of the work has been achieved, the Owner will implement a reduction in retainage to 5% of all future pay requests. When retainage is reduced, Contractor may only withhold more than 5% retainage from subcontractors or suppliers when done in accordance with the provisions of the Local Government Prompt Payment Act, may not request such withheld funds from the County, and will be required to certify compliance with F.S. 218.70 et seq on each subsequent pay application. Notwithstanding the foregoing, in no instance can the amount retained be less than the value of Owner's good faith claims plus the value of the work the Owner determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when the Owner, or its designated representative, determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% complete before the County has paid 50% of the Contract amount and 50% of the Contract time has expired.

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In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et seq, demand in writing a meeting with and review by the department (agency) director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department (agency) director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purposes of the Local Government Prompt Payment Act.

~~From the total of the amount determined to be payable on a partial payment, 10% percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:~~

~~Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.~~

~~(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.~~

~~The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.~~

~~When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.~~

~~It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.~~

~~No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.~~

~~The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to~~

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indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of *non-perishable* materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. *It is not the intent of this section to pay for stored materials that are intended for day-to-day inventory i.e. small diameter piping, fittings, conduit, etc. Payment for stored materials under this section shall be limited to finished prefabricated products, piece-marked, and customized for the project. Any payment for stored materials is subject strictly at the sole discretion of the Owner.*

Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.
- f. *The value of the delivered material to be used in one item of work exceeds three thousand (\$3,000.00) and is not scheduled to be incorporated into the work within sixty (60) days after delivery.*

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

~~**90-08 Payment of withheld funds.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:~~

- ~~a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.~~

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~~b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.~~

~~e. The Contractor shall enter into an escrow agreement satisfactory to the Owner.~~

~~d. The Contractor shall obtain the written consent of the surety to such agreement.~~

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order ~~or supplemental agreement~~. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

~~b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession of project substantial completion as defined in Special Provisions SP 18.0 Substantial Completion~~

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

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d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within fourteen (14) days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide ~~two (2)~~ copies of all manufacturers warranties specified for materials, equipment, and installations *in accordance with Specification 1740 Warranties and Bonds*.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final (*Substantial Completion*) Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. ~~When applicable per state requirements, return copies of sales tax completion forms.~~

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

m. *Other documentation in accordance with Specification 1700 Close-out*

END OF SECTION 90

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Special Provisions

SPECIAL PROVISIONS

1.0 SCOPE OF WORK

- 1.1. The project site is Palm Beach International Airport (PBI), located in Palm Beach County, Florida.

2.0 SITE

- 2.1. The site of the work is located in Concourse B at the at the Palm Beach International Airport 1000 Turnage Blvd, Palm Beach County, Florida.

3.0 SEQUENCE OF CONSTRUCTION

- 3.1. Construction Phasing Sequence: To be developed by the Contractor during the Preconstruction Phase.

4.0 UTILITIES AND TEMPORARY SERVICE

4.1. UTILITIES CONNECTIONS:

The Contractor shall determine all temporary service connection and supply costs. Such costs shall be incidental to the project and included in the bid.

Immediately after the award of contract, the Contractor shall consult and reach agreement with the authorized representatives of each utility company as to details of service installation.

- 4.2. TEMPORARY SERVICES: Payment for temporary services shall be pursuant to Article 6 of the Contract.

ELECTRICAL POWER: The Contractor shall provide for permanent and temporary power connections; all meter deposits and the costs of permanent and temporary electrical energy sufficient to provide all power needs throughout the construction period.

TEMPORARY ELECTRICAL SERVICES:

- a. The Contractor is responsible for providing and maintaining temporary wiring systems for light and power for the use of all trades throughout the construction period.
 1. Systems shall be solidly grounded. Over current protection shall be limited to 20 amperes on No. 12 conductors.
 2. Where the Contractor contemplates working after dusk, he shall provide adequate flood lighting of no less than 5 candle power at the work area, unless provided for in the specifications.
- 4.3. WATER: The Contractor shall be responsible for all water used in the construction and all temporary and permanent connections. Temporary connections shall be removed upon completion of work.
- 4.4. SANITARY: The Contractor shall provide serviced chemical toilets. Privies will not be permitted.

- 4.5. TELEPHONE: The Contractor shall maintain telephone service as required for his personnel and local telephone service for the Engineer (as requested).

5.0 PROTECTION OF AIRPORT, CABLES, CONTROLS, NAVAIDS AND WEATHER BUREAU FACILITIES

- 5.1 The Contractor is hereby informed that there are installed on the Airport FAA NAVAIDS including, without limitation, ASR, UHF and VHF receivers and transmitters; U.S. Weather Bureau facilities; airfield lighting systems; electric cables and controls relating to such NAVAID and facilities. Such NAVAIDS, weather bureau and other facilities, and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time.
- 5.2 Approval is subject to withdrawal at any time because of change in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the Engineer acting under the orders and instructions of the airport management and the designated FAA representative. Any instructions to this Contractor to clear any given area, at any time, by the Engineer, the Airport Management or the FAA control tower (by radio or other means) shall be immediately executed. Construction work will be commenced in the cleared area only when additional instructions are issued by the Engineer.
- 5.3 Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau and other facilities, will be marked in the field by the local FAA Airway Facilities Sector personnel before any work in their general vicinity is started by the contractor. Thereafter, through the entire time of this construction, the Contractor shall not allow any construction equipment to cross these cables without first protecting the cable with steel boiler plate, or similar structural devices, on three (3') feet either side of the marked cable route. All excavation within three (3') feet of existing cables shall be accomplished by hand digging only.
- 5.4 This Special Provision intends to make perfectly clear the need for protection of FAA NAVAID, Weather Bureau and other facilities, and cables by this Contractor at all times.
- 5.5 The Contractor shall immediately repair, at his own expense, with identical material by skilled workmen, any underground cables serving FAA NAVAIDS, Weather Bureau and other airport facilities, which are damaged by his workmen, equipment, or work. Prior approval of the FAA must be obtained for the materials, workmen, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposed to make to any FAA NAVAID and facilities damaged by the Contractor. Prior approval of the Engineer must be obtained for the materials, workmen, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cables damaged by this Contractor. Should the repair require splicing, it shall be spliced at the discretion of the local FAA Airway Facilities Sector Manager as to who shall perform the work. Where the FAA performs the work, it shall be at the Contractor's expense. No work shall be backfilled or covered prior to approval by the Airway Facilities Sector Manager.

6.0 TERMINATION

- 6.1 This Contract may be canceled by the CONTRACTOR upon (30) days' prior written notice to the OWNER's representative in the event of substantial failure to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the OWNER, with or without cause, at any time by written notice thereof to the Contractor

whether or not Contractor is in default in accordance with GENERAL PROVISIONS entitled GP 80-09 DEFAULT AND TERMINATION OF CONTRACT. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the OWNER's satisfaction through the date of termination. Upon any termination, Contractor hereby waives any claims for damages from the termination, including loss of anticipated profits, on account thereof. After receipt of a Termination Notice and except as otherwise directed by the OWNER the CONTRACTOR and its Surety shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the OWNER.
4. Continue and complete all parts of the work that have not been terminated.

7.0 EXTENSION OF TIME/NO DAMAGES FOR DELAY

- 7.1. If the Contractor's performance of this Contract is delayed, which delay is beyond the reasonable control and without the fault or negligence of the Contractor or its subcontractors, or by changes ordered in the Work and in either event where such delay or change in the work impacts the CRITICAL PATH, then the Contract time shall be extended by Change Order as determined by the Owner. Delays in delivery of equipment or material by the Contractor or subcontractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Contractor shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable alternate.
- 7.2. The Contractor must request the extension of time in writing and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter stated, shall constitute a waiver by the Contractor and a denial of the claim for extension of time:
 - A. Nature of the delay or change in the work;
 - B. Dates of commencement/cessation of the delay or change in the work;
 - C. Activities on the progress schedule current as of the time of the delay or change in the work affected by the delay or change in the work;
 - D. Identification and demonstration that the delay or change in work impacts the CRITICAL PATH (submittal of CPM schedule);
 - E. Identification of the source of delay or change in the work;
 - F. Anticipated impact extent of the delay or change in the work; and
 - G. Recommended action to minimize the delay
- 7.3. The Contractor acknowledges and agrees that the evaluation of time extensions will be based upon the following criteria:
 - A. All schedule updates, submittals and other requirements of this General Provision have been met;
 - B. The delay must be beyond the control of the Contractor and subcontractors and due to no direct or indirect fault of the Contractor;
 - C. The delay which is the subject of the time extension must result in a direct delay to the Critical Path;

- D. The schedule must clearly display that the Contractor has used, in full, all the float time, except for Owner initiated changes. Float time is not for the exclusive use of either the Contractor or the Owner; and
- E. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within the time noted herein and shall be documented with U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the Palm Beach International Airport reporting station for the period of time required for completion of the Work and that weather conditions had an adverse effect on the scheduled construction. Time shall only be considered on days for which the Contractor is unable to work a minimum of 4 hours.
- 7.4. The Owner's determination as to the total number of days of contract extension will be based upon the computer produced construction schedule current at the time of the delay event.
- 7.5. The Contractor shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Owner in writing within twenty-four hours (24) after the commencement of such delay or 96 hours of knowledge of a potential delay, whichever is earlier. In any event, within seven (7) days of commencement of the delay, the Contractor shall provide in writing the information stated in Part 7.2.
- 7.6. The Contractor shall not be entitled to and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency or any other impacts to the work or time of performance and further, hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead (whether determined by the Eichleay Formula or otherwise), increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Contractor hereby affirms that the extension of time granted herein is the Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the work whether such delay be avoidable or unavoidable.
- 7.7. For all changes in the Work in which the Contractor claims entitlement to a time extension, the Contractor shall provide to the Owner the same information as required above within seven (7) days of the issuance of the request for change order or direction to change the scope of the work and the Contractor's failure to provide such information shall constitute a waiver by the Contractor and a denial of any time extension for that change in the work. Further, upon execution by the Owner and Contractor of any Change Order where no time extension has been requested or granted, that Change Order shall constitute a complete waiver of all claims for dollars or for any extension of time related to that work, or any work impacted by the change.

8.0 ACCESS AND AUDITS

- 8.1. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of this Contract. The OWNER shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

9.0 PUBLIC ENTITY CRIMES

- 9.1 As provided in F.S. 287.132-133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

10.0 CHANGES

- 10.1 Owner may, at any time, without invalidating the Contract and without notice to the Surety(ies), make changes in the work by issuing a Change Order. Ref : Attachment A - Change Order Form. In the event that additive change Orders increase the total Contract amount of a Bond Waiver Contract over the Bond Waiver limit of \$200,000, the Contract will continue to be exempt from the bonding requirements. In the event deductive change orders decrease the total contract amount of a bonded contract below the Bond Waiver limit of \$200,000, bonding will continue to be required.
- 10.2 Owner will issue written orders to Contractor for any changes except that in the event of an emergency which Owner determines endangers life or property, Owner may issue oral orders to Contractor for any work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered work.
- 10.3 Contractor shall commence such changed work so that all dates set forth in Contractor's current construction schedule as accepted by Owner will be met. In the event of an emergency, which Owner determines endangers life or property, Contractor shall immediately commence such changes as required by Owner in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle Owner to invoke the provisions of the GENERAL PROVISIONS entitled GP 80-09 DEFAULT AND TERMINATION OF CONTRACT.
- 10.4 Unless otherwise required, Contractor shall, within twenty-one (21) calendar days following receipt of a written notification (Field Bulletin) by the Owner, submit in writing to Owner a Contract Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to Owner of performing the change under the Contract in comparison to what the cost would have been, had such change not been offered.

The proposal shall state the Contractor's added and/or deleted compensation in detail, including but not limited to:

- A. Material quantities and unit prices
- B. Labor man-hours and wages by craft
- C. Equipment type and size and rental rate
- D. Overhead and profit percentage
- E. Subcontract costs with back-up detail as specified (in items a), b), c), and d).
- F. Time extension, if any;
- G. A detailed description of any impacts this change will have on any activities on the Critical Path which would affect any of the Milestone Dates;
- H. Proof of payment of any tax liability resulting from a specific change (if requested by Owner).

Under no circumstances shall Contractor apply for or be entitled to recover extended home office overhead costs associated with a change in the work, whether or not calculated in accordance with the Eichleay Formula. Any time extension request shall be submitted in accordance with SP7.0 Time Extensions.

- 10.5. If Contractor does not propose the method of compensation for such change or any part thereof within the time required, or if any proposed method is not acceptable, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Owner may direct and Contractor shall proceed upon direction (Construction Change Directive) with such change.
- 10.6. A Construction Change Directive (CCD) is a written order prepared by the Architect/Engineer of Record and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete work which, if not accomplished, could adversely affect a critical path activity. Upon receipt of the CCD, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer of Record of the Contractor's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract time. When the Owner and Contractor agree with the determination made by the Architect/Engineer or Record concerning the adjustments in the Contract Sum and/or Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the preparation of a Change Order. The Contractor shall not seek payment for work performed pursuant to a CCD until it has been converted to a Change Order.
- 10.7. If, at any time after Contractor commences such change, a method of compensation other than time and material is agreed upon, such compensation will be made in accordance with such agreement. In any event, Contractor shall keep accurate records of the actual cost to Contractor for such change. Costs for which Contractor shall be entitled to compensation on a time and material basis as described above, are as follows:

- A. Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, time-keepers and maintenance mechanics. The time charged to changes will be subject to the daily approval of Owner and no charges shall be accepted unless evidence of such approval is submitted by Contractor with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Contractor by law or collective bargaining agreements. Copies of certified pertinent payrolls shall be submitted to Owner.

- B. Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Contractor shall be made for all construction and automotive equipment or tools with a new cost at point of origin of one thousand dollars or less each. Equipment time charged to changes will be subject to daily written approval of Owner and no charges will be accepted unless evidence of such approval is submitted with Contractor's billing.

The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do

not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Contractor-owned equipment used in this Contract shall be the FHWA rates contained in the RENTAL RATE BLUE BOOK as published by EquipmentWatch 1735 Technology Drive, Suite 410 San Jose, CA 95110-1333 and current at the time work for any specific change is performed. When equipment is used for time and a material change which does not reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Contractor-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Owner.

When the operated use of equipment is infrequent and, as determined by Owner, such equipment need not remain at the site of the work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Owner's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged contract work is used for time and material changed work, the applicable rental rate shall be the actual rate paid by the Contractor at the time the work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work, will be reimbursed to Contractor based on invoices, provided that prior written approval has been given to Contractor.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Contractor for equipment repair or equipment maintenance.

- C. Material Costs - Payment for the cost of materials furnished by Contractor for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Owner. Payment will be the net cost to Contractor delivered at the job and vendor's invoice shall accompany the billing along with the verification by Owner of such use of such materials.
- D. Contract and Outside Service Costs - Payment for work and services subcontracted by Contractor in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Owner before the subcontractor starts to work on the change.
- E. Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Owner.

- 10.8. For purposes of any and all changes made pursuant to this provision (whether lump sum or time and material) as to all supplies, overhead, supervision and profit, the Contractor is entitled to a maximum of fifteen percent (15%) of the total direct labor and material costs pertaining to each

change. The maximum percentage, including but not limited to overhead and profit, which may be added to actual cost for changes in the work shall be as follows:

- A. For all work done by the General Contractor's own forces, the Contractor may add 15% of his actual costs.
- B. For all work done by subcontractors, the respective subcontractors may add 10% of their actual costs. The general contractor may add 5% of the subcontractors total.

No additional percentage markup in connection with any change will be allowed. However, if at any time the cumulative change order value exceeds ten percent (10%) of the awarded value of this Contract, the overhead and profit percentage set forth above is subject to renegotiation at the Contractor's request unless the change order is a result of the Owner choosing to exercise its right to accept an alternate. Any subsequent renegotiated overhead and profit percentage will apply only for those changes made after the current contract value has exceeded One hundred and ten percent (110%) of its awarded value.

- 10.9. For any changes involving deductive items, the following shall apply to the amount of allowable overhead and profit:
 - A. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Contractor for processing.
 - B. For changes containing both additions and deductions covering related work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change.
- 10.10. No change order or CCD shall be valid until approved and signed by the Owner. The Architect/Engineer of Record is not authorized to bind the Owner to changes relative to changes in contract cost and or time. The Architect/Engineer may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the project and is within the limits set forth in the contract, the Owner may cause to be issued an appropriate change order to the Contract with or without the Contractor's signature.
- 10.11. The Architect/Engineer of Record will have the authority to order minor changes in the work which do not involve adjustment to the Contract sum or time and are not inconsistent with the intent of the Contract documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly, and the Contractor shall receive no additional compensation therefore, nor shall there be any change in the Contract time. The Architect/Engineer shall immediately provide notices of all minor changes in the Work to the Owner.
- 10.12. Execution of change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the modification(s) constitutes, in whole or part, a cardinal change to the contract.

11.0 CONSTRUCTION TIME AND LIQUIDATED DAMAGES

- 11.1. The construction plans and contract documents describe the scope of work and the time allowed for construction. The start of construction is based on midnight of the day and date of the "Notice to Proceed".
- 11.2. All construction of each phase shall be completed within the number of calendar days as indicated in the construction time and liquidated damages shown in Attachment 2 of the Bid Form. The contractor will be assessed Liquidated damages in the amount shown for failure to complete each phase. A calendar day as defined in General Provisions Section 10 Definition of Terms, Paragraph 10-12 is "Every Day Shown on the Calendar". This definition is applicable to this project. General Provisions Section 80 "Prosecution and Progress" paragraph 80-07 "Determination and Extension of Contract Time" and Special Provision Paragraph 7.0 "Extension of Time" shall be used should the contract time require extension for reasons beyond the contractors control.
- 11.3. All construction shall be completed within the applicable number of calendar days indicated or liquidated damages in the amounts stated in the Attachment 2 of the Bid Form will become applicable. Actual dates are to be used as general reference and are subject to change.

12.0 INSURANCE

- 12.1. Insurance shall be provided in accordance with General Provisions Section 70-21.

13.0 SCHEDULING

- 13.1. All work performed pursuant to this contract will be completed in accordance with attachment No. 2 to Bid Form Milestones and Damages Data and as further detailed in the Plans. If the time required to perform the work in any of the phases and/or sub phases is increased for whatever reason due to any cause not the fault of the contractor or any privities with the contractor, the owner may direct the contractor to reschedule it's work so that all dates set forth in the attachment 2 to the Bid Form are met. Whenever such rescheduling is required and a Contract Change Request is issued, the Contractor will incorporate all costs for performing such changes into its proposal in order to complete all contract work on time. Unless directed by the Owner, there will be no extensions of time in connection with any changes to the work under any of the Phases in Attachment No. 2 to the Bid Form. Therefore, the Contractor should reflect this in pricing all requested changes relating to the Phases.
- 13.2. The Contractor shall furnish at the Pre Construction Conference and at weekly progress meetings a detailed three (3) week rolling schedule in bar chart format, indicating all activities scheduled in the next two (2) weeks.
- 13.3. All activities and work items shown shall be used in the approved Schedules, and shall incorporate all contract milestones, submittal dates, access dates, and work constraints. Float time is not for the exclusive us or benefit of either Owner or Contractor but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
- 13.4. The Contractor shall employ, for the length of the project, at least one qualified scheduling specialist whose responsibility will be to prepare, plan and draft the Construction Schedule, monitor the progress, analyze scheduling problems for resolution, update the schedules as required in the

Contract, and maintain updated information as required regarding the interface with other contracts. The updated Schedule shall be submitted with each and every Contractor pay request and the construction activities shall mirror the payment application breakdown.

- 13.5. For lump sum projects the Contractor shall submit to the Owner and Architect a complete and detailed "Schedule of Values" defining all work items, their associated costs, and descriptions for their review and approval prior to the Notice to Proceed. Schedule of Values shall be submitted with each and every Contractor pay request with each item completed.

14.0 PERMITS AND FEES

- 14.1. Refer to Section 70-2 of the General Provisions.

15.0 PROGRESS PAYMENT PROCEDURES

- 15.1. For lump sum contracts, the Contractor shall prepare a schedule of values by phases of work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Change Orders shall be added as separate line items. The schedule of values shall be submitted to the Owner and Architect/Engineer of Record for review and approval prior to issuance of the Notice –To-Proceed to commence the work.
- 15.2. For lump sum projects the General Conditions costs will be considered as a line item for the following items (break down required):
- Contractor's field office personnel (full-time on-site).
 - Construction office and storage facilities.
 - Utilities required sustaining field office and sanitary facilities.
 - Electrical power and water for construction.
 - Bonds and Insurance.
- 15.3. Progress Payments for General Conditions will be based on the percentage of work completed to date, except Bonds and Insurance which may be requested in full.
- 15.4. Prior to initial payment request, the following must be submitted and approved by the Architect/Engineer of Record and Palm Beach County Department of Airports.
- A. A certified copy of the recorded bond(s).
 - B. List of principal subcontractors and suppliers. Contractor shall provide complete copies of all DBE subcontracts to Owner with the first payment request or application for payment and a complete list of the names of all non-DBE subcontractors and the dollar amount of each non-DBE subcontract.
 - C. Schedule of values (Lump sum projects).
 - D. Proof E-Verification Certification
 - E. Project Baseline Construction Schedule
- 15.5. The Contractor will prepare and submit three (3) original copies of monthly invoices for work completed during the one-month period. Pay Applications shall be submitted in standard AIA Document G702 or similar. All information must be completed for the pay application to be accepted. Owner's account number(s) for the project will be given at the Pre-Construction meeting and will be placed at the top right hand corner of each application. These payment applications

will be reviewed by all parties in attendance at the monthly pay application meetings. Prior to formal submission of the Application the Contractor shall submit a rough draft plus two extra copies for the Owner and Architect/Engineer of Record to review. Submit final approved copies (3) to: the Architect/Engineer of Record, whose approval is required prior to submission to the Owner.

- 15.6. If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Florida Prompt Payment Act (FS 218.70). **Retainage**, shall be held in accordance with General Provisions GP 90-06.
- 15.7. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided such materials meet the requirements of this Contract, plans, and specifications and are delivered to acceptable locations at the Project Site or to other sites in Palm Beach County that are acceptable to the Owner (bonded warehouse). Such material must be stored in a secure manner, acceptable to the Owner, and in accordance with any manufacturer's recommendations.

Delivered cost of such stored or stockpiled materials may be included in any subsequent payment request once the contractor meets the following conditions:

- A. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific contract, by name.
- B. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the work.
- C. Once any stored material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the work.
- D. Evidence that Contractor has verified quantity and quality of materials delivered (verified packing list).

It is not the intent of this section to pay for stored materials that are intended for day-to-day inventory i.e. small diameter piping, fittings, conduit, etc. Payment for stored materials under this section shall be limited to finished prefabricated products, piece-marked, and customized for the project. Any payment for stored materials is subject strictly at the sole discretion of the Owner.

It is further agreed between the parties that the transfer of title and the Owner's payment for any stored or stockpiled materials pursuant to this Special Provision shall in no way relieve the Contractor of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this contract, plans and specifications.

- 15.8. Each application for payment shall be accompanied by the following:
 - A. A notarized "Affidavit of Disbursement of Previous Periodic Payments to Subcontractors" from the General Contractor for the portion of work up to the date of that particular pay application.
 - B. DBE Construction Activity Report (Schedule 4).
 - C. DBE Payment Certification (Schedule 5).
 - D. An Owner approved construction schedule update
 - E. Contractors Daily Reports – to be submitted weekly but must be current with each application
 - F. Documentation for Stored Materials
 - G. Proof of Progress As-builts

Copies of Schedules 4 and 5 will be available at the Pre-Construction meeting.

- 15.9. If one or more "Notice of Non-Payment" is received by the Owner, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the Owner. Upon request, Contractor shall furnish acceptable evidence that all such claims or liens have been satisfied. On bonded projects only, the Owner may allow, with consent of Surety and indemnification of the County against any claims, payment for work, which there is an outstanding Notice of Non-Payment.
- 15.10. Any amount otherwise payable under the Contract may be withheld, in whole or in part if:
- A. Any claims are filed against Contractor by Owner or third parties, or if reasonable evidence indicates the probability of filing any such claim; or
 - B. Contractor is in default of any Contract condition; or
 - C. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid.
 - D. Defective work or material is not remedied;
 - E. Contractor persistently fails to carry out the work in accordance with the Contract Documents;
 - F. Contractor fails to submit the information required by this Contract; or
 - G. Contractor fails to submit an owner approved updated Schedule with each Application for Payment.
- 15.11. If claims or liens filed against Contractor or property of Owner connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from Owner to do so, Owner may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any claim or lien against Contractor is discharged by Owner after final payment is made, Contractor and its surety or sureties shall promptly pay Owner all costs (including attorney's fees) incurred thereby regardless of when such claim or lien arose.
- 15.12. Following issuance, by the Architect/Engineer of Record, of a Certificate of Substantial Completion, Contractor may submit special payment request, provided the following have been completed:
- A. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Owner's occupancy and use of the project.
 - B. Complete final cleaning of the Work.
 - C. Submit record documents (record drawings).
 - D. Submit listing of work to be completed before final acceptance.
 - E. Settle liens and other claims.
 - F. Obtain Consent of Surety for partial release of retainage.
 - G. Settle Liquidated Damages due to Owner, if any.
- 15.13. Upon receipt by Owner of Contractor's written Notice of Final Completion of its work under this Contract, in accordance with General Provisions Section 50-15, Owner shall verify all work has been completed on the project. When all work has been verified as complete, and the Contractor completes and submits the items listed below, the Contractor may submit a final invoice.

- A. Complete work listed as incomplete at the time of Substantial Completion and obtain Architect/Engineer certification of completed Work.
- B. Submit proof of payment on fees, taxes or similar obligations.
- C. Transfer operational, access, security and similar provisions to Owner; remove temporary facilities, tools and similar items.
- D. Obtain Consent of Surety for final payment and/or partial release of retainage.
- E. All information required by SP 18.0 Project Closeout.
- F. Obtain certification of as-built (record) drawings from Architect/Engineer of Record

15.14. In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et seq, demand in writing a meeting with and review by the department (agency) director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department (agency) director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purposes of the Local Government Prompt Payment Act.

16.0 ENVIRONMENTAL PROTECTION

16.1. The Contractor shall comply with all applicable federal, state and local regulations regarding environmental protection and shall adhere to the following specific requirements. Unless otherwise noted, no direct payment shall be made for any work under this section. It shall be considered incidental to the various other contract items.

16.2. Air Quality

- A. Burning will not be permitted on airport property.
- B. The Contractor shall adhere to the applicable techniques for control of dust and other air pollutants described in Section 2-14 of AC 150/5370-2E.
- C. The Contractor shall conduct his activities so as to minimize wind erosion of graded areas and prevent, to the maximum extent feasible, blowing soil including dust and sand particles. Newly graded areas shall be paved, turfed and/or mulched, as applicable, as soon as possible after grading operations are complete to minimize exposure of the soil. The Contractor shall submit a proposed method of controlling air pollution to the Owner at least two week prior to commencement of grading operations.

16.3. Water Quality

- A. The Contractor will comply with the intent of FAA Advisory Circular 150/5370-2 and shall prevent water pollution caused by construction to the maximum extent possible.
- B. Construction shall include temporary pollution control measures to ensure that soil erosion and other factors which might cause water pollution are kept to a minimum. Such measures may be ordered by the Engineer and may consist of construction of berms, dikes, dams, drains and sediment basins, or use of filter mats, woven plastic filter cloths, gravel, mulches, quick-growing grasses, sod, bituminous spray, and other erosion control devices or methods. Drains, channels, and filter cloths are described in Advisory Circular 150/5320-5.

- C. The contractor shall comply with any or all pollution control requirements as included in the plans and specifications, and with any additional requirements as may be imposed by local jurisdictional agencies as a result of project permitting. Fines for failure to control water pollution shall be the sole responsibility of the Contractor.
- D. Contractor is required to comply with the Florida Department of Environmental Protection NPDES Stormwater Protection Program. Operators of construction activities must obtain coverage under an NPDES stormwater permit and implement appropriate pollution prevention techniques to minimize erosion and sedimentation and properly manage stormwater. The majority of construction activities requiring an NPDES stormwater permit will likely qualify for an NPDES permit for construction. A generic permit is a general permit issued by DEP under the authority of Section 403.0885, Florida Statutes (F.S.), which is the provision authorizing the State to implement the NPDES program. Contractor shall be responsible for submitting the Notice of Intent (NOI) and all fees associated with compliance of the program. Contact the following website for further information:

<http://www.dep.state.fl.us/water/stormwater/npdes/construction3.htm>

16.4. Spill Prevention Control and Counter Measures

- A. The Contractor shall take all necessary precautions to prevent spill or leaks of fuels, oils, greases, hydraulic fluids and other significant materials to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) during project construction. Should spills or leaks occur, the Contractor shall be fully and solely responsible for containment and cleanup, and shall report the spill to the Engineer, in addition to other notification requirements? This report shall be filed even if the spill does not reach surface waters, since wells in the area may be contaminated by spills that infiltrate to the ground water. The contractor shall include the following minimum steps in his Best Management Practices and Pollution Prevention Plan.
- B. Execute periodic cleaning to keep the work, site and adjacent properties free from accumulations of waste materials, rubbish, windblown debris, and dust resulting from construction operations.
- C. Provide on-site containers for the collection of waste materials, debris and rubbish. Shield any containers holding significant materials such as oil, grease, oily rags, from storm water
- D. Remove waste materials, debris and rubbish from the site periodically and dispose of at approved locations.
- E. Conduct cleaning and disposal operations to comply with all local, state and federal codes, ordinances, regulations, and anti-pollution laws, including NPDES requirements. Prior to beginning work, prepare and maintain on-site, a Disposal Plan for the satisfactory disposal of all waste materials and debris
- F. Stop the source of the spill immediately, remembering to follow personal safety and protective measures and requirements.
- G. Contain the liquid until cleanup is complete using appropriate barriers.
- H. Notify the fire department or other designated response team immediately if the spill is larger than can be cleaned using dry methods, or if the spill is not immediately and safely contained. Report possible ground water contamination immediately to the County and the Health Department.
- I. Use dry methods to clean up the spill if possible. Do not use emulsifiers or dispersant or wash the spill into surface or ground water.

- J. Place the contaminated material from cleanup operations in sealed and labeled drums protected against storm, surface or ground water contact. Arrange for a properly licensed waste disposal firm to collect and dispose of the contaminated materials.
 - K. Provide documentary evidence, including test results as applicable, of successful cleanup and disposal of spills of significant or hazardous materials.
 - L. All disposal of waste materials, excess excavation and debris shall be offsite. Disposal locations are subject to approval by the Engineer. Contractor shall be responsible for arranging for and obtaining off-site disposal areas, including payment for all costs associated with such disposal.
- 16.5. Prosecution and Maintenance. In case of failure on the part of the Contractor to control air, water, or the environmental pollution, the right is reserved by the Owner to employ outside assistance to provide the necessary corrective measures. Such incurred costs, plus related consultant costs, will be charged to the Contractor and appropriate deductions made from the Contractor's progress payments. Temporary pollution control features shall be installed and acceptably maintained by the Contractor during the construction period and removed by him upon completion of the project or after permanent measures are functionally operational.
- 16.6. Hazardous Materials. Should the Contractor encounter unlabeled drums, materials with evident petroleum contamination, or other potentially significant or hazardous materials he shall immediately take measures to protect workers and nearby residents from exposure. The Contractor shall notify the Engineer and the appropriate hazardous materials (Hazmat) response team. The Engineer will issue instructions on proceeding or suspending construction after such notification. No delay costs will be paid if work may proceed in the area or elsewhere on the project without exceeding the available float time owned by the Owner or if contamination is the fault of the Contractor. Delay costs will be paid at the unit bid price per day otherwise.
- 16.7. Conflict with Other Controls. In the event of conflict between these requirements and applicable laws, rules or regulations of Federal, state or local agencies, the more restrictive laws, rules or regulations shall apply. The Contractor shall be responsible for assuring compliance to the extent that construction practices, operations and work are involved.

17.0 DISPUTES

- 17.1. In addition to the requirements of General Provision GP 50-16, any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and Owner or its representatives. At all times, Contractor shall carry on the work and maintain his progress schedule in accordance with the requirements of the Contract and the determination of the Owner or its representatives, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Owner or its representatives who shall reduce such decision to writing. The decision of the Owner or its representatives shall be final and conclusive. Contractor's failure to protest Owner's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.
- 17.2. County and Contractor agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this contract.

18.0 SUBSTANTIAL COMPLETION

- 18.1. The date of Substantial Completion is the date established by the Architect or Engineer (A/E) and

approved by the Owner when the project is sufficiently complete to permit the Owner to use it for its intended purpose. The Items listed below are required to be completed to reach substantial completion unless the Owner waives certain items due to an operational need.

- 18.2. The Contractor shall notify the A/E in writing when the Contractor considers the Project Substantially Complete. In accordance with F.S. 218.70 *et seq*, the Local Government Prompt Payment Act, the A/E shall prepare the punch list within 60 calendar days from substantial completion. The contractor shall be invited to attend the substantial completion inspection when the draft of the punchlist is prepared by the A/E. The punch list items shall be corrected by the Contractor within the 30 days from the date the punch list is transmitted to the Contractor or as modified per contract and prior to any request for Final Inspection and Acceptance.
- 18.3. Once the A/E has received notice from the Contractor, the A/E will promptly inspect the work. The A/E may refuse to inspect the Work if the Work is obviously not substantially complete or when the Contractor's list is not complete.
- 18.4. The following items shall be completed prior to a request by the Contractor for inspection for Substantial Completion unless waived by the Owner due to an operational need.
 - 18.4.1. Certificate of Occupancy or Certificate of Completion, as applicable, shall be obtained from the proper Building Official. This item may be waived as a condition of Substantial Completion if waived by the Department of Airports based on operational need.
 - 18.4.2. All general construction completed.
 - 18.4.3. All mechanical and electrical work complete, equipment and fixtures in place, connected, cleaned and ready for use.
 - 18.4.4. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
 - 18.4.5. All final painting shall be completed; all signs installed.
 - 18.4.6. All project components including floors, glass and metal work shall be cleaned.
 - 18.4.7. All finish hardware shall be installed, and all doors shall be in good working order. All keys and blanks shall have been provided.
 - 18.4.8. All mechanical and electrical systems including Fire Alarm and Security, shall be complete, fully functional, and demonstrated to the Owner. The Fire Alarm system must be 100% complete without exception.
 - 18.4.9. All Airfield striping, edge lights and signage has been placed and accepted including modifications to the ALCMS (if applicable).
- 18.5. If Substantial Completion is not obtained at the inspection, called by the Contractor, for reasons which are the fault of the Contractor, the cost of any subsequent inspections requested by the Contractor for the purpose of determining Substantial Completion shall be the responsibility of the Contractor and shall be assessed against the final payment application.

19.0 FINAL INSPECTION AND ACCEPTANCE

When the Contractor considers that all punchlist work is complete as previously referenced in SP 18 the Contractor shall so inform Owner and A/E in writing. In addition, when items on the punch list as recorded at the Substantial Completion inspection have been corrected and the Owner is satisfied that all work under the Contract is completed and is in accordance with the requirements of this Contract, Owner shall notify Contractor in writing of final acceptance of its work under this Contract.

The Owner will make final payment to the Contractor of the Amount remaining after deducting payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items, for which a Change Order may be issued:

1. Liquidated Damages, as applicable.
2. Reimbursement for failed tests or inspections.
3. Reimbursement for lost or non-returned PBI security badges.
4. At the discretion of the Owner, one and one-half times the value of outstanding items, corrective Work, and incomplete punch list. All such Work shall be completed or corrected to the satisfaction of the Owner within the time stated on the punch list, otherwise the Contractor does hereby waive any and all claims to all monies withheld by the Owner to cover the value of all such uncompleted or uncorrected items.

Neither final acceptance of the Work, nor payment therefore, nor any provision of the Contract Documents shall relieve the Contractor of responsibility for defective or deficient materials or work. If, within one (1) year or as provided for elsewhere in the General or Special Provisions or technical specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract Documents, the Contractor shall correct, remove and replace it promptly after receipt of a written notice from the Owner and correct and pay for any damage to other Work resulting in there from.

20.0 PROJECT CLOSEOUT

- 20.1. Progress Records. During construction, Contractor shall keep a marked-up, up-to-date set of plans and specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the work. Where selection of more than one product is specified, annotation shall show which product was installed. These plans and specifications shall be available to the Owner for inspection at any time but will be inspected prior to acceptance of application for payment.
- 20.2. Final Records. Upon completion of work, the Contractor shall furnish to the Owner a complete set of Documents conforming with the requirements of Sections 1700 and 1720.
- 20.3. Endorsement. Contractor shall sign and date the cover of the record plans and specifications and shall note thereon that deviations and annotations are complete and accurate.
- 20.4. Contractor shall, at its expense, and not later than thirty (30) calendar days from and after Notice of Final Acceptance and before Final Payment, furnish to Owner final documentation as specified in Section 1700.

21.0 STAGING AREAS

- 21.1. All Contractor's work areas on the jobsite will be assigned by Owner. Contractor shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before

commencing work, the Contractor shall provide a temporary office on the site of the work, which shall have a telephone where a representative of the Contractor may be reached at all times during normal working hours if required. Should Contractor find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Contractor shall, at its expense, provide and make its own arrangements for the use of such additional land. The Contractor shall be responsible for costs of electrical, telephone, and other services to these staging areas, as well as any locally required building construction or temporary use permits. Refer to Special Provision SP 4.0 and Section 1035 or additional requirements.

- 21.2. All on-site Contractor equipment and plant shall meet and be safely operated in accordance with applicable local, state and federal environmental regulations.

22.0 E-VERIFY

- 22.1. Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Prior to the Notice to Proceed Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

- 22.2. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

- 22.3. County shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If County has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Contractor to terminate its contract with the subcontract and Contractor shall immediately terminate its contract with the subcontractor.

- 22.4. If County terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by County as a result of the termination.

Further information can be found at the following website:
<http://www.uscis.gov/e-verify>

23.0 TAXES

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

- 23.1. **County Furnished Materials**

23.1.1. The Contractor shall include Florida State Sales and other applicable taxes in his bid for material, supplies, and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction materials included in the Contractors bid and/or contract.

County reserves the right to require Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement of a material supply subcontract or agreement shall be referred to as "County-Furnished Materials" and the responsibilities of both County and Contractor relating to such County Furnished Materials shall be governed by the terms and conditions of these Special Provisions, which shall take precedence over other Provisions and terms of the Contract Documents where inconsistencies or conflicts exist.

23.1.2. Material suppliers shall be selected by the Contractor awarded the contract by the competitive bid process. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Contractor shall include the price for all construction materials in his bid. County-purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

23.1.3. To enable the County to realize savings of Sales Tax on selected tangible personal property needed for this Project, the Contractor will provide to the County a list of all intended suppliers, vendors, and materialmen for consideration as County-Purchased Materials. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices. The Contractor will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the County. The County will either accept or reject the Contractor's recommendations and purchases will be made according to County procedures.

23.1.4. Contractor shall identify materials with a minimum agreed upon goal which the County will furnish through the County Furnished Materials clause, and might furnish materials worth far more than that amount. Therefore, the provision by the Contractor for support, clerical, and administrative services detailed in that clause is part of this contract.

In a timely manner, Contractor shall prepare Purchasing Requisition Request Forms which shall, in form and detail be acceptable to County and shall specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

1. the name, address, telephone number and contact person for the material supplier
2. manufacturer or brand, model of specification number of the item
4. quantity needed as estimated by Contractor
5. the price quoted by the supplier for the materials identified therein
6. any sales tax associated with such quote
7. shipping and handling insurance cost
8. 100% Performance Bond cost
9. delivery dates as established by Contractor
10. any reduction in Contractor's cost for both the Payment Bond and the Performance Bond
11. detail concerning bonds or letters of credit provided by the supplier if included in his proposal

- 23.1.5. The following procedure, which is a waiver of the Palm Beach County Procurement Code, will be approved by the Palm Beach County Board of Commissioners before implementation of this program.

After receipt of the Purchasing Requisition Request Form, County shall prepare County Purchase Orders (hereinafter Purchase Orders) for items of material which the County chooses to purchase directly. Alternately, the Contractor may prepare the Purchase Orders for the County's signature in lieu of the Purchasing Requisition Request Form. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the County. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Contractor, less any sales tax associated with such price. Promptly upon issuance of each Purchase Order by the County, Contractor shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Palm Beach County's Director of Purchasing or his designated representative shall be the approving authority for the County on Purchase Orders in conjunction with County-Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the County-Furnished Materials on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form. The Vendor shall issue its invoice, for all materials supplied pursuant to a County Purchase Order, directly to Palm Beach County.

Contractor shall include copies of vendors' quotations, and specifically reference any terms and Provisions which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments. In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Contractor shall execute and deliver to the County one or more deductive Change Orders, in accordance with General and Special Provisions (SP 10) referencing the full value of all County-Furnished Materials to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to County, plus savings to Contractor in the cost of Payment and Performance Bonds associated with such County-Furnished Materials. The Director of Airports or his/her authorized representative shall be the approving authority for the County on deductible Change Orders in conjunction with County-Furnished Materials.

- 23.1.6. All shop drawings and submittals shall be made in accordance with the General Provisions and Technical Specifications.
- 23.1.7. Contractor shall be fully responsible for all matters relating to the receipt of materials furnished by County in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Contractor. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The Contractor agrees to indemnify and hold harmless the County from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of the Contractor.
- 23.1.8. As County-Furnished Materials are delivered to the jobsite, the Contractor shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The

Contractor shall assure that each delivery of County-Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County or Project Manager may require. The Contractor will then forward the invoice to the County through the Project Manager for payment.

- 23.1.9. The Contractor shall insure that County-Furnished Materials conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in County-Furnished Materials upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming County-Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.
- 23.1.10. The Contractor shall maintain records of all County-Furnished Materials incorporated into the Work from the stock of County-Furnished Materials in its possession. The Contractor shall account monthly to the County through the Project Manager for any County-Furnished Materials delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the Work.
- 23.1.11. The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor.
- 23.1.12. Notwithstanding the transfer of County-Furnished Materials by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all County-Furnished Materials.
- 23.1.13. The transfer of possession of County-Furnished Materials from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the County-Furnished Materials. County-Furnished Materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.
- 23.1.14. The Contractor shall purchase and maintain Builders Risk insurance sufficient to protect against any loss of or damage to County-Furnished Materials. Such insurance shall cover the full value of any County-Furnished Materials not yet incorporated into the Project during the period between the time the County first takes title to any such County-Furnished Materials and the time when the last of such County-Furnished Materials is incorporated into the Project or consumed in the process of completing the Project.

- 23.1.15. The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from any delay in the delivery of, or defects in, County-Furnished Materials.
- 23.1.16. On a monthly basis, Contractor shall be required to review invoices submitted by all suppliers of County-Furnished Materials delivered to the project sites during that month and either concur or object to the County's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects in such materials.
- 23.1.17. In order to arrange for the prompt payment to the suppliers, the Contractor shall provide to the County a list indicating the acceptance of the goods or materials within 15 days of receipt of said goods or materials. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonable required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.
- 23.1.18. At the end of the project, Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all County-Furnished Materials overruns and will be credited with an additive Change Order representing the value, less applicable sales taxes, of all County-Furnished Material underruns which were not ordered and paid for by the County. Salvage materials shall be stored or removed from the site by the Contractor at the County's direction, or may be turned over to the Contractor for salvage or disposal at the Contractor's option.
- 23.1.19. The County shall be entitled to the benefits of any discounts attributable to the early payment of vendor invoices for materials furnished by the County pursuant to these Specifications.
- 23.1.20. The material supplier may be required to provide a Supply Bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Project Manager. If the supply bond is required the cost of the bond will be added to the amount of the purchase order.
- 23.1.21. The premium cost for the surety bond should not be included in the bid price. Verifying that a designated material supplier can furnish a supply bond will be the responsibility of the Contractor.

24.0 AUTHORIZED REPRESENTATIVES

- 24.1. Before starting work, Contractor shall designate a competent, authorized representative acceptable to Owner to represent and act for Contractor and shall inform Owner in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitations of such authority. At the Preconstruction Conference, Contractor shall provide resumes of key personnel for Owner's approval. Contractor shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of work at all times when work is actually in progress. During periods when work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency work, which may be required. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided

for by Florida law. The Owner shall designate an authorized representative who will have limited authority to act for the Owner. The Owner will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper authorization or at the sole direction of a User, is performed at the Contractor's risk, and the County shall have no obligation to compensate the Contractor for such work. The Owner has the right to assign various responsibilities of the Owner to the Architect/Engineer of Record or other authorized representatives, and can do so at any time during the duration of this Contract with written notice to the Contractor.

- 24.2. The Authorized Representative, Qualifying Agents, Project Managers, Superintendents and Supervisors and employees are all subject to prior and continuous approval of the Owner. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above, is, for any reason, unacceptable to the Owner, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner.

25.0 SUSPENSION

Owner may, at its sole option, decide to suspend at any time the performance of all or any portion of work to be performed under the Contract. Contractor will be notified of such decision by Owner in writing. Such notice of suspension of work may designate the amount and type of plant, labor and equipment to be committed to the work site. During the period of suspension, Contractor shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

- A. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:
1. Immediately discontinue work on the date and to the extent specified in the notice;
 2. Place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
 3. Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Owner, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;
 4. Continue to protect and maintain the work including those portions on which work has been suspended, and
 5. Take any other reasonable steps to minimize costs associated with such suspension.
- B. As full compensation for such suspension, Contractor will be reimbursed for the following verifiable costs (without profit), without duplication of any item, to the extent that such costs directly result from such suspension of work:
1. A standby charge to be paid to Contractor during the period of suspension of work which standby charge shall be sufficient to compensate Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the work in a standby status;
 2. All reasonable costs associated with mobilization and demobilization of Contractor's plant, forces and equipment;
 3. An equitable amount to reimburse Contractor for the cost of maintaining and protecting that portion of the work upon which work has been suspended; and
 4. If as a result of any such suspension of work the cost to Contractor of subsequently performing work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of work.

In no event shall the Contractor be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula or otherwise, in the event of an Owner suspension. Upon receipt of notice to resume suspended work, Contractor shall immediately resume performance of the suspended work to the extent required in the notice. Any claim on the part of Contractor for time and/or compensation arising from suspension shall be made within twenty-one (21) calendar days after receipt of notice to resume work and Contractor shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Contractor's non-compliance with the requirements of this Contract.

26.0 CERTIFICATES OF INSURANCE

26.1. Tracking of Certificates of Insurance.

The Contractor will deliver a certificate of insurance with respect to each required policy to be provided by the Contractor under General Provisions GP 70-21. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:
(Certificates need to include the following as the Certificate Holder)

Palm Beach County Board of County Commissioners
c/o Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

26.2. Cancellation and/or Modification of Insurance Coverage

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to County and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

26.3. Renewal Policies

The Contractor shall promptly deliver a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. **Such certificate shall be delivered to the Department of Airports not less than five (5) business days before to the expiration date of any policy.**

27.0 PUBLIC RECORDS

27.1. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time, the Contractor is specifically required to:

27.2. Keep and maintain public records required by the County to perform services as provided under this Contract.

27.3. Upon request from the County's Custodian of Public Records, provide the County with a copy of

the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- 27.4. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.
- 27.5. Upon completion of the Contract the Contractor shall transfer, at no cost to the County, all public records in possession of the Contractor unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.
- 27.6. Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

28.0 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the work and replaced with items of specified quality. Failure by Owner to order removal of rejected materials and equipment shall not relieve Contractor from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Contractor's negligence to foresee means of installing equipment into position inside structures.

No work defective in construction or quality, or deficient in meeting any requirement of the contract drawings and specifications will be acceptable regardless of Owner's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the work or the satisfaction of the Work meeting applicable code requirements relieve Contractor from responsibility for the quality and securing progress of work as required by the Contract Documents. The Owner shall notify the Contractor of defective or unacceptable work if the Owner discovers such. Defective work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the GENERAL CONDITIONS Section entitled, WARRANTY. No payment, whether partial or final, shall be construed as an acceptance of defective work or improper materials.

Contractor shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Contractor or its Subcontractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Contractor shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.

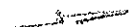
Owner will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by Contractor for incorporation into the work will be by Owner. This function by Owner will apply both to approvals for the Contract as initially signed, and to approvals for changes to Contract by modifications during progress of the work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise and in accordance with GC 43 below.

When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Contractor shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

29.0 SUBSTITUTIONS

Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Owner's interest, and will in no way impact detrimentally upon the project completion date and schedule.

The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data and certificates and additional information as may be required by the Owner for proposed substitute items as required by SP 30 CONTRACTOR FURNISHED DRAWINGS, DATA & SAMPLES. Any item by a manufacturer other than those



specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Contractor shall allow an additional 15 days for Owner's review of substitution. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time Contractor must order, purchase or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall coordinate the change with all trades and bear the expense for any changes in other parts of the work caused by any substitutions.

If Owner rejects Contractor's substitute item on the first submittal, Contractor may make only one additional request for substitution in the same category. On the second request, and all future requests, the Contractor shall be invoiced the expenses (including Owner, and Design Professionals cost and overhead) involved in reviewing submittal data.

30.0 CONTRACTOR FURNISHED DRAWINGS, DATA AND SAMPLES

Review and permission to proceed by Owner as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Contractor and does not relieve Contractor from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required to be submitted to the Owner for review, shall be submitted attached to forms provided by Owner. See General Requirements Section 1330 Submittal Procedures for additional information.

ATTACHMENT A: FORMS

The following forms shall be used during this contract:

- A. Task Order Form for Pre-Construction Services
- B. Amendment to Contract for GMP (Board Item)
- C. Work Order to Contract (Items under \$200,000)
- D. Form of Guarantee
- E. Public Construction Bond
- F. Contingency Use Directive
- G. DBE Schedules
- H. Request for Information
- I. Field Instruction
- J. Field Bulletin
- K. Construction Change Proposal
- L. Change Order
- M. Construction Change Directive
- N. Notice of Non-Conformance
- O. Daily Construction Report
- P. Substitution Request
- Q. Punch List
- R. Certificate of Substantial Completion

END OF SPECIAL PROVISIONS

Contract Forms



General Requirements

**SECTION 01020
ASBESTOS**

1.0 PROCEDURES FOR DEMOLITION OF STRUCTURES

1.1 ASBESTOS NOTIFICATION

- A. Federal and State asbestos regulations require, prior to demolition of any structure:
1. An inspection for asbestos-containing materials (ACM)
 2. Removal of specified ACM, and
 3. An asbestos notification of demolition received at least ten (10) business days prior to demolition.
- B. To meet requirements #1 and #2 above, the County has surveyed the structure (s) in this bid/work order for the presence of ACM and every effort has been made to remove Regulated Asbestos-Containing Material (RACM) and Category II Non-Friable ACM (e.g. asbestos-cement board and shingles) before releasing this project to the Contractor. Verification of this work is attached to this bid/work order. If not attached, it is the Contractor's responsibility to contact the Project Manager of the County Department overseeing this bid/work order or the County's Risk Management/Loss Control Section to obtain:
1. A copy of the pre-demolition asbestos inspection report; and
 2. A copy of Risk Management/Loss Control's memo of approval to proceed to the next phase of project addressed to the County department overseeing this project.
- C. To meet requirement #3 above, the Contractor is responsible for submitting a complete and accurate asbestos notification of demolition form titled "Notice of Asbestos Renovation or Demolition (i.e. NESHAP notification, 40 CFR part 61.145 (b)), for each separate address to be demolished to the below listed agency at least 10 business days prior to demolition. The form is available from the Department of Environmental Protection at www.dep.state.fl.us/air/forms/asbestos.htm.
- MAIL TO:
- Florida Dept of Environmental Protection, SE District
Air Resource Program
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
- D. The Contractor must notify immediately the Project Manager of the County department overseeing the project and Florida Dept. of Environmental Protection if the demolition Start Date changes. No demolition may begin before the Start Date on the NESHAP notification and no demolition may occur without a notice to proceed from the County department. It is the responsibility of the Contractor to submit revised NESHAP

- notifications to the above listed agency, adhering to required NESHAP timeframes.
- E. The Contractor is responsible for physically checking the structure(s) before submitting the NESHAP notification to ensure that all RACM and Category II ACM, as identified in the pre-demolition asbestos inspection report, have been removed.

1.2 WORK PRACTICES

- A. The Contractor will utilize wet methods to control airborne emissions during the demolition process and during loading onto transport vehicles, regardless whether Category I is present or not. The Contractor is responsible for supplying water meters, hoses, and adequate volume of water to the demolition site.
- B. Recycling of substructure with either presumed or confirmed asbestos-containing Category I (e.g. floor tile, sheet vinyl, and/or roofing materials) is not permitted, unless written authorization is provided to the Contractor by Palm Beach County.

1.3 OSHA AND FLORIDA STATUTES COMPLIANCE

- A. In accordance with OSHA (reference 29 CFR 1926.1101) the Contractor must have a competent person onsite who: (1) is capable of identifying existing asbestos hazards in the workplace, (2) is capable of selecting the appropriate control strategy for asbestos exposure, and (3) has the authority to take prompt corrective action to eliminate them. This person must be trained in accordance with Chapter 469 Florida Statutes as an onsite supervisor.
- B. Copies of training certificates of the onsite supervisor shall be made available to the County upon request.

2.0 ROOFING – REMOVAL OF CONFIRMED OR PRESUMED ASBESTOS – CONTAINING BITUMINOUS ROOFING MATERIALS

- A. The County will provide all known information as to the roofing material used on the existing roof specified in the bid documents. This information will include the results of any recent bulk sampling analysis of the existing roof system determining the presence or absence of asbestos by percentage and the location where samples were taken. In the absence of bulk sampling for asbestos, the roofing materials will be presumed asbestos-containing until proven otherwise.
- B. It is the Contractor's responsibility to determine if the information provided is adequate to provide a bid.
- C. It is the responsibility of the Contractor awarded the bid to determine if the roofing materials do not contain asbestos. If the Contractor wishes not to sample and analyze for asbestos, the materials will be presumed to contain asbestos and handled accordingly. If the Contractor elects to sample the roof system, s/he must first notify the County of the sampling, including date, location, and number of samples to be collected. The bulk sample analyses must be performed by the NVLAP-accredited laboratory (NVLAP is the National Voluntary Laboratory Accreditation Program). Results, if proven less than one

- percent asbestos, shall be provided to the County prior to the start of any work.
- D. The Contractor awarded the bid will be required to meet all Federal, State, and Local regulations pertaining to the handling, removal, and disposal of confirmed or presumed asbestos-containing bituminous roofing materials. This includes, but is not limited to:
1. Meeting the requirements listed in Chapter 469.012(2) & (3) Florida Statutes regarding training of onsite roofing supervisors involved in the removal of asbestos-containing bituminous resinous roofing materials, and;
 2. Utilizing removal methods that will maintain the roofing material's Category I non-friable status and will not create dust, i.e. employ methods other than sanding, grinding, drilling, abrading, rotary blade or saw cutting. Suggested methods are slicing, shearing, or punch cutting while using wet methods where feasible.
- E. The Contractor will submit upon award of the bid the following documentation to the County department coordinating this project:
1. Copies of training certificates of the onsite roofing supervisor in compliance with the current requirements of Chapter 469 Florida Statutes;
 2. Approval of a landfill to accept confirmed or presumed asbestos-containing roofing material and any conditions associated with its acceptance.
 4. A plan of action, as specified by OSHA 29 CFR 1926.1101 which addresses:
 - a. Method of removal
 - b. Worker protection
 - c. Protection of building occupants and ventilation systems
 - d. Method and location of disposal

3.0 HANDLING AND DISPOSAL OF ASBESTOS CEMENT PIPE

3.1 GENERAL

- A. Federal regulations (40 CFR Part 61, Subpart M) classify asbestos-cement pipe (AC pipe) as Category II non-friable asbestos-containing material. AC pipe must be handled in a manner which will maintain this classification. Therefore, all cutting and disposal of AC pipe must be performed by a Florida licensed Asbestos Contractor.
- B. The County will make every effort to identify and quantify the location of known AC pipe and material prior to onset of work.
- C. If the Contractor during the course of work observes, uncovers, or otherwise becomes aware of the existence of any asbestos-cement pipe, pieces, or material at the site to which the Contractor or any subcontractor, supplier, or other person may be exposed, the Contractor shall immediately notify the County and confirm any verbal notice in writing. The County shall promptly consult with the Project Engineer concerning such condition and determine the necessity of the County retaining special consultants or qualified experts. The Contractor shall not perform any work near or in connection with the suspect material until receipt of special written instructions from the County.
- D. The Contractor will ensure that all subcontractors follow these procedures.

3.2 PRE-WORK SUBMITTALS

- A. The Contractor shall submit the name of the Asbestos Contractor and a copy of his/her Florida Asbestos Contractor license to the Palm Beach County department coordinating this project to start of work.

3.3 WORKER PROTECTION

- A. Licensed asbestos contractors will comply with the requirements of OSHA 29 CFR 1926.1101 concerning worker protection.

3.4 EXECUTION OF WORK

- A. AC pipe will be kept wet during all phases of removal. No visible emissions are permitted. Wet the pipe using an airless sprayer or utilize available water.
- B. Apply dropcloth of 6-mil poly to the area beneath and a minimum of 3 feet beyond the section of pipe to be cut.
- C. Break, cut, or snap pipe into sections suitable in size to the disposal facility. Abrasive disc saws are prohibited.
- D. Apply lockdown encapsulant to exposed edges of pipe. Pick up all pipe debris that may have fallen outside dropcloth.
- E. Use of compressed air to clean AC pipes is prohibited.
- F. At no time should AC pipe or pieces be mixed in with fill.

3.5 DISPOSAL

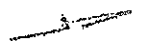
- A. Wrap pipe in existing dropcloth. Transfer pipe to clean dropcloth outside the trench, and wrap and secure in second layer of 6-mil poly.
- B. Affix the following labels to the exterior of each separately wrapped section of pipe. Labels are to be waterproof, legible, and large enough in site to be readily visible:

First Label:

CAUTION
Contains Asbestos Fibers
Avoid Opening or Breaking Container.
Breathing Asbestos is Hazardous to your Health

Second Label:

DANGER
Contains Asbestos Fibers
Avoid Breathing Dust



Cancer and Lung Disease Hazard.
Breathing Airborne Asbestos, Tremolite, An thophyllite or
Actinolite Fibers is Hazardous to Your Health

Third Label:

RQ HAZARDOUS SUBSTANCE
Solid, NOS
ORM-E, NA9188
(Asbestos)

Fourth Label:

Label each container with the name of the generator (owner) and the location at
with the waste was generated.

- C. Properly dispose of all AC pipe generated each day. All wrapped sections may be stored in a secure, locked enclosure pending disposal, if authorized by owner. At no time are sections or pieces of AC pipe to be left on the worksite unwrapped and unsecured at the end of the workday.
- D. All vehicles and/or containers used to haul asbestos-containing waste material shall be lined with a minimum of 6-mil poly layer.
- E. Label trucks used to transport asbestos-containing waste material during loading and unloading as follows (refer to 29 CFR 1910.145-(d) (4) for sign format):
DANGER
Asbestos Dust Hazard
Cancer and Lung Disease Hazard
Authorized Personnel Only

3.6 **POST-WORK SUBMITTALS**
Asbestos Certification

The Contractor shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Payment.

3.6 POST WORK SUBMITTALS

- A. The Contractor, or Asbestos Contractor, as waste generator shall complete a Waste Shipment Record (WSR) for each shipment of Asbestos-cement pipe disposed. Refer to 40 CFR Part 61, Revision Final Rule for an example of WSR or contact Palm Beach County Risk Management/Loss Control.
- B. The Contractor or his designated subcontractor will submit the following documents to the Palm Beach County department coordinating this project prior to payment:
 - 1. A copy of the WSR prior to shipment
 - 2. A copy of the WSR signed by the disposal facility within thirty-five (35) days of shipment.

3.7 REGULATIONS

- A. Environmental Protection Agency: 40 CFR Part 61 National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision Final Rule November 20, 1990.
- B. Occupational Safety and Health Administration: 29 CFR 1926.1101 – Asbestos, Construction Industry Standard.
- C. Department of Business and Professional Regulations, Chapter 469 Florida Statutes, Licensure of Consultants and Contractors.

END OF SECTION

**SECTION 01030
SAFETY DURING CONSTRUCTION AND MAINTENANCE OF AIR OPERATIONS AREA
TRAFFIC-PBI**

DESCRIPTION

1030-1.0 DESCRIPTION. The work under this Section consists of furnishing all measures required to maintain the safe and orderly movement of Air Operations Area (AOA) traffic in compliance with the Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5370-2 current edition (Operational Safety on Airports During Construction) and the Construction Safety and Phasing Plan (CSPP).

1030-2.0 GENERAL. This Article covers the Contractor's responsibilities for maintaining the optimum level of safety and the operating efficiency of the airport during construction. These responsibilities are based on the criteria contained in the current edition of Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5370-2 (Operational Safety on Airports During Construction) current edition. The Contractor shall be responsible for all activities, under his control, as specified in the above referenced AC. In certain cases where the obstacles clearance criteria utilized for this project may differ that described herein, these variances will be depicted on the Plans.

1030-3.0 SAFETY PLAN COMPLIANCE DOCUMENT. The contractor is responsible for complying with the CSPP and SPCD. The contractor must:

- 3.1. Submit a Safety Plan Compliance Document (SPCD) describing how it will comply with the requirements of the CSPP and supplying any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor that indicates it understands the operational safety requirements of the CSPP and it asserts it will not deviate from the approved CSPP and SPCD unless written approval is granted by the Construction Manager and the Department of Airports (DOA). Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the Construction Manager and the (DOA) in advance.
- 3.2. Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.
- 3.3. Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.
- 3.4. Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site whenever active construction is taking place.
- 3.5. Conduct inspections sufficiently frequently to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
- 3.6. Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate and as specified in the CSPP and SPCD.

- 3.7. Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.
- 3.8. Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency.
- 3.9. **Complete the Construction Project Daily Inspection Checklist included in Appendix 3 of the Contract Documents at the end of each workday.**

1030-4.0 COORDINATION – Contractor will review the CSPP on a regular basis and attend weekly construction meetings with the Construction Manager and Airport Operations for the purpose of coordinating work activities scheduled in advance There shall be at least a 48-hour notice for scheduling work activities that require Runway or Taxiway closures. Failure to properly coordinate work activities does not constitute a time extension to the contract.

METHOD OF MEASUREMENT

1030-5.0 No separate measurement for payment shall be made for Maintenance of Air Operations Area Traffic.

BASIS OF PAYMENT

1030-6.0 Payment for the work measured as described shall be made at the contract lump sum price for Maintenance of Air Operations Area Traffic which price and payment shall be full compensation for furnishing all materials, equipment, labor, processes, tools and incidental costs required to complete all of the work under this Section for the item.

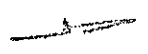
Partial payments for Maintenance of AOA Traffic shall be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Cumulative Percent of Lump Sum Price Payable*
5	25
25	50
50	75
75	90
100	100

* Partial payments in accordance with the schedule will be limited to 10% of the original Contract amount for the project. The 10% limit and payment schedule noted above apply individually to the base bid and each bid alternate. Any remaining amount(s) will be paid upon completion of all work under the project.

Item 1030 Maintenance of Air Operations Area Traffic - per lump sum

END OF SECTION 01030



SECTION 01035

SECURITY- PALM BEACH INTERNATIONAL AIRPORT

1035-1.0 EMPLOYEE IDENTIFICATION

- 1.1. Contractor employees requiring access onto the Air Operations Area (AOA) shall be required to obtain photo-type Contractor identification badges from the Palm Beach County Department of Airports (DOA). The Contractor shall be responsible for the cost of the identification badges. These badges are controlled by and remain the property of DOA. Photo-type ID badges will require, at a minimum, a ten (10) year background check and Federal Bureau of Investigation (FBI) finger printing on the employee. Contractor employees wearing non-photo type badges must be accompanied/escorted into the AOA by an employee wearing a photo-type Contractor badge approved as an escort with ramp driving privileges. Badges must be displayed on the outer garment above the waist at all times when on the AOA.

1035-2.0 SAFETY

- 2.1. Airport safety is an extremely important element of managing and operating today's airport. Specific rules, regulations, advisory circulars and guidelines are placed upon the airport owner/operator to improve safety on airports and to protect its users, tenants, and neighbors.

Contractor is directed to acquaint his employees with the provisions of the Construction Safety and Phasing Plan (CSPP) of the Specifications and the following Federal Aviation Administration Advisory Circulars:

150/5370-2 "Operational Safety on Airports During Construction"

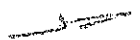
- 2.1.1. **Entry Into the Air Operations Area.** Entry shall be by gate(s) designated by DOA representative as indicated on the plans. The contractor shall be responsible for gate security. No personal vehicles owned by contractor's employees or subcontractors shall be allowed on the airfield at any time.
- 2.1.2. **Communications.** Radio contact with the Palm Beach International Airport Federal Aviation Administration (FAA) ground control must be maintained by all contractor vehicles on any aircraft movement areas on the airfield. Vehicle must contact the Palm Beach International Airport ground control upon entering active taxiway, or apron area where aircraft are moving or are subject to move; and if working within two hundred fifty (250) feet of the centerline of any active runway or within the object free area of any (active) taxiway (ADG IV = 129.5ft, ADG III = 93-ft), the Contractor shall maintain radio contact with the Palm Beach International Airport ground control at all times. If the Contractor has vehicles with no radio, then such vehicles shall form a convoy of no more than 2 vehicles and follow a vehicle having two-way radio contact with the ATCT.
- 2.1.3. **Airport Rules and Regulations.** The contractor(s) shall be responsible for informing all employees concerning pertinent airport and Federal Aviation Administration rules and regulations. Contractor(s) shall conform with all rules and regulations and directives issued either orally or in writing by the Executive Director or his representative. All pertinent local, state and federal safety requirements shall be observed by the contractor(s) and contractor(s) personnel.

2.1.4. Motorized Vehicles.

- 2.1.4.1. All AOA construction vehicles shall have an approved vehicle permit and be operated by a badged employee with ramp driving privileges or be escorted by a vehicle with an approved vehicle permit and operated by a badged employee with ramp driving privileges. The Contractor shall be responsible for the actions of employees and subcontractors. Personnel who do not abide by Airport rules and regulations are subject to prosecution.
 - 2.1.4.2. All vehicular traffic shall come to a complete stop at all active aircraft movement areas and shall not proceed into an active aircraft movement area without authorization from the control tower.
 - 2.1.4.3. Motorized vehicles and equipment operating in the AOA ramps /roadways shall not exceed the posted speed limit or 10 mph, whichever is less. Vehicles operating within 50-ft of an aircraft shall not exceed 5 mph. If approved to operate with the movement areas vehicles operating on runways or taxiways shall not exceed 15mph.
 - 2.1.4.4. Aircraft shall have priority over all motorized vehicles and equipment.
 - 2.1.4.5. Vehicles shall be marked and lighted in accordance with Section 1030 of the Specifications.
- 2.1.5. **NOTAMS.** Construction NOTAMS shall be issued by DOA. Construction causing runway or taxiway closures shall be kept to a minimum. Scheduled closures shall be discussed with PBCDOA representatives 14 days in advance and confirmed not less than Forty-eight (48) hours in advance.

1035-3.0 SECURITY

- 3.1.1. Contractor shall be responsible for the security of his equipment and materials. PBCDOA will provide a lock and a limited number of keys based on operational need. The Contractor is responsible for distribution and control of the keys, which are to be returned at the completion of the project. He shall be responsible for the security of all gates utilized by him. The gates shall be locked at all times or guards posted at the gates control access through them. For joint use gates, locks shall be placed on each gate used by the Contractor. The locks must be marked in a manner showing company ownership. If a lock is found unsecured, the company owning the lock is in violation of Airport Rules and Regulations. In addition, unauthorized entry to the Air Operations Area through the gates may result in the responsible party being cited for violating Airport Regulations.
- 3.1.1.1. The Federal Aviation Act of 1958, Section 901, 49 USC 1371, gives the FAA authority to place a fine on any airport found to be in breach of a security requirement.
 - 3.1.1.2. The Contractor shall reimburse the DOA for the full amount of any fines placed on them due to negligence on the part of the Contractor or their Subcontractors. Fines may be placed on the airport for such things as security gates being unlocked, fences torn down, and AOA not being properly secured. These are only examples of items causing fines and not limitations. There could be other related items.



- 3.1.1.3. It is the Contractor's responsibility to prevent any breach of security within his area of construction or any route of entry to area of construction.
- 3.1.2. **Security Clearances.** All personnel having unescorted access to any security restricted area shall wear valid airport and contractor identification badges on their outer garments in such areas at all times to permit ready recognition by Airport Security. The Contractor's employees, whether issued airport security badges or not, must have a valid governmental identification on their person at all times. Failure to comply with these requirements will result in the employee being escorted off the AOA and fines may be imposed at the Contractor's expense. Contractor's employees are issued identification badges that allow access to their intended locations. The Owner has the right to refuse issuance of an identification badge to any employee without disclosing the reason.
- 3.1.2.1. Contractor employees requiring access onto AOA shall be required to obtain photo-type Contractor identification badges from DOA. The Contractor shall be responsible for the cost of the identification badges. These badges are controlled by and remain the property of PBCDOA. Photo-type ID badges will require a ten (10) year background check on the employee. Anyone wearing non-photo type badges must be accompanied onto the AOA by an employee wearing a photo-type Contractor badge with escort authority. Badges must be displayed on the outer garment above the waist at all times when on the AOA.
- 3.1.2.2. All unbadged Contractor employees shall comply with all airport escorting requirements and shall be within voice and visual range of a badged escort. The individual providing escort must immediately identify themselves for the individuals they are escorting prior to entering the AOA and if prompted by a TSA, PBCDOA or other unescorted badged individual.
- 3.1.2.3. Identification badges must be controlled at all times. When personnel are terminated, upon completion of the construction project, and/or when badges expire, the Contractor is responsible for returning identification badges to Airport Security. Before a new badge is issued to any person, their expired or invalid badge must be returned to the Security Department. Failure to return badges to airport security will result in forfeit of deposit as required under section 01036.
- 3.1.2.4. The Contractor will be required to comply with 49 CFR Chapter XII, Subchapter C - CIVIL AVIATION SECURITY PARTS 1540 and 1542 prior to commencing work. All personnel who have unescorted access to any area on the airport controlled for security reasons shall have completed a fingerprint-based criminal history records checks (CHRC), which includes prior employment histories to the extent necessary to verify representations made by the employee/applicant relative to employment in the preceding ten years as referenced in Specification 1036.
- 3.1.2.5. The Contractor will provide to the Authority a list of employees having access to the AOA. The Contractor is responsible for the direct supervision of their employees at all times while in such restricted areas.

- 3.1.2.6. Any person found within any security restricted area without proper identification shall be in violation of Federal law and the Airport Rules and Regulations. All such persons shall be escorted off the AOA and may be cited by DOA. Failure to follow safety and/or security requirements (proper identification, escorting, controlling security gate access, unauthorized access to cross active movement areas) will require the violator and the direct supervisor to re-attend SIDA class. Second infraction may result in revoking the SIDA badge and denied access to the jobsite depending on the infraction.
- 3.1.2.7. Any delay in construction of project due to violation of Federal or Airport Regulations shall be absorbed by the Contractor and not the DOA.
- 3.1.2.8. Fines are responsibility of Contractor.

END OF SECTION 01035

SECTION 01036

REQUIREMENTS FOR CONTRACTORS REQUESTING
PBLA AIRPORT ID'S

Companies that are contracted by PBC Department of Airports or any PBLA Tenant to do work here at PBLA must complete the following in order to obtain PBLA Security ID Badges. PBLA Security ID Badges must be worn in all secure areas of the airport and are an essential part of the security provided here. In this order:

1. Security/ID Office must receive approval notice from Dept of Airports Planning & Development of who, what, where, when and for how long the contracted job will be at PBLA.
2. A letter from contracting company stating:
 - a. Job to be completed
 - b. An introductory letter from the company that will have work done. Introducing the company
 - c. Dates beginning and ending of project or construction
 - d. Area of job, if door access is needed, specify door numbers
3. Authorizing Signature Letter issued by Dept of Airports for the contracted company on Company letterhead with original signatures of the Authorizing Signature (not each applicant). (NO Fax's WILL BE ACCEPTED AND ONLY ORIGINAL SIGNATURES-NO COPIES). We only want managers, supervisors or key people to be able to sign and authorize for employee to be fingerprinted and badged.
4. All applicants will be required to be fingerprinted by the Dept of Airports Security Office prior to receiving an airport id for a fee of \$55 per person (check or money order), have 2 forms of government issued id's and the 2 page airport application. Proof of citizenship if naturalized U.S. Citizen or Proof of Residency if a resident, etc. **(Fingerprint Appointments are required, contact 561-471-7481 for an appt.)**
5. If applicable the applicant will be required to attend SIDA and/or Drivers Training prior to receiving an airport id. For those requiring Drivers Training you should have (5) five million dollars liability insurance, proof of insurance, vehicle registration, and description of vehicle, and a valid drivers license, & vehicle must have company logo on it. (magnetic signs are ok)
6. The employee will familiarize themselves with the Drivers Training Guide for Ground Vehicle Operations issued by the DOA-Security Office. A drivers certification letter will be required from the employer stating that the employee has familiarized themselves with this guide.(you can receive a "sample letter" from the Security Office)
7. Prime Contractor is responsible for any lost or non-returned ID badges. The Prime Contractor shall be responsible for signing application for all employees including

subcontractor employees. A \$100.00 fee will be deducted from the final payment to the Contractor for each ID badge that is not returned to the airport security office.

8. If in a company vehicle, contractors will park in the Employee parking lot in the Contractor Vehicle Parking Area. The vehicle should have company logo or name. For further information or assistance contact the PBIA/DOA Security ID Office at 561-471-7481.

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END OF SECTION 01036

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 01320 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 2. Section 01720 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect/Engineer's responsive action. Submittals may be rejected for not complying with requirements.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect/Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect/Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name submittal file with DOA project number identifier and related technical specification, including revision identifier.
 - a. File name shall use DOA project number identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., GL18-6. P620.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., GL18-6. P620.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect/Engineer.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect/Engineer.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.

- g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
- a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
 - e. Other necessary identification.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect/Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect/Engineer's action stamp.
 - 4. Excess resubmittals due to non-compliance: In the event resubmittals are required as a result of the Contractor's failure to meet the minimum technical requirements of the Contract Documents, Drawings and Technical Specifications, such that the total number of resubmittals exceeds 10% of the total number of submittals required, the costs associated with the engineer's review and processing of these resubmittals shall be at the expense of the Contractor and such costs will be deducted from the payments otherwise due to the Contractor. The costs of the engineer's review of resubmittals above and beyond 10% of the total number of submittals required by the Contract Documents, Drawings and Technical Specifications shall be final and non-negotiable. These costs

shall be in addition to liquidated damages as outlined in Attachment No. 2 to the Bid Form.

- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect/Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Post electronic submittals as PDF electronic files directly to Project Web site or Architect's FTP site specifically established for Project.
 - a. Architect/Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Submit electronic submittals via email as PDF electronic files.
 - a. Architect/Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:

- a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:
- a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
- a. Identification of products.
 - b. Dimensions.
 - c. Fabrication and installation drawings.
 - d. Rouging-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring; differentiate between manufacturer-installed and field-installed wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Design Calculations.
 - i. Schedules.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship and attachment to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 22 by 34 inches.
3. Submit Shop Drawings in the following format:
- a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
- a. Generic description of Sample.

- b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect/Engineer will return submittal with options selected.
 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect/Engineer will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 01320 "Construction Progress Documentation."
- G. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01400 "Quality Control Services."
- H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01700 "Contract Closeout."
- I. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- J. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- K. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- L. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- M. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- N. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- O. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- P. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- Q. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- R. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- S. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- T. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- U. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect/Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect/Engineer.

"I certify that I have checked this submittal for accuracy, completeness and compliance with contract requirements, and it has been coordinated with all other submittals and Contract Documents."

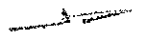
SIGN
"XYZ Construction Company"

DATE

- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01700 "Contract Closeout."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

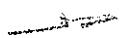
3.2 ARCHITECT/ENGINEER'S ACTION

- A. General: Architect/Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect/Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect/Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
1. Conforms with Concept
 2. Conforms with Concept – As Noted
 3. Revise and Resubmit
 4. Not Accepted.
- C. Informational Submittals: Architect/Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect/Engineer will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect/Engineer.
- E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.



- F. Submittals not required by the Contract Documents may be returned by the Architect/Engineer without action.

END OF SECTION 01330



SECTION 01400

QUALITY CONTROL SERVICES

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS: Drawings, General Requirements, Special Provisions, Specifications, and other Contract Documents apply to work of this section.
- 1.2 DESCRIPTION OF REQUIREMENTS:
- A. General: Required inspection and testing services are intended to assist in the determination of probable compliance of the work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the Contract Documents.
 - B. Specified Inspection and Tests: Inspection, tests and related actions specified in this section and elsewhere in the Contract Documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the Contract Documents.
 - C. Contractor Quality Control: Requirements for the Contractor to provide quality control services as required by the Engineer, the Owner, and the provisions of this section do not limit governing authorities or other authorized entities.
 - D. Contractor's Quality Control Personnel and Laboratory: Contractor shall conform to the requirements of Item C-100 and all technical specifications as listed in this manual.
- 1.3 RESPONSIBILITIES:
- A. Contractor Responsibilities: Contractor is responsible for his own quality control testing and inspection to insure the quality of his means and methods of construction will produce the specified quality of work, and for any tests and inspections required by regulatory agencies. Costs for these services shall be included in the contract sum. The Contractor may employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified, or qualified contractor personnel may perform these services.
 - B. The Contractor shall submit for Engineer's approval a Quality Control (QC) Plan delineating his methods for each item requiring inspections, tests, and similar services.
 - C. Quality Assurance: The Owner will engage and pay for the services of an independent agency to perform inspections and tests of materials for Quality Assurance. The Owner's quality assurance testing shall in no way relieve the Contractor of the responsibility for providing the quality materials, workmanship and testing required to comply with these specifications.
 - D. Retest Responsibility: Where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with the requirements of the Contract Documents, then retests are the responsibility of the Contractor, and shall be deducted from

monies due the Contractor on his monthly pay request, regardless of whether the original test was the Contractor's responsibility. Retesting of work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.

- E. Responsibility for Associated Services: The Contractor is required to cooperate with the independent agencies performing required inspections, tests, and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:
1. Providing access to the work.
 2. Taking samples or providing assistance with taking samples.
 3. Delivery of samples to test laboratories.
 4. Security and protection of samples and test equipment at the project site.
 5. Surveying services required establishing horizontal and vertical location of tests by Engineer's quality assurance testing laboratory.

- 1.4 SCHEDULE OF SERVICES: Each specification section identifies principal inspections, tests and similar services required by the Contractor Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

- 3.1 REPAIR AND PROTECTION: Upon completion of inspection, testing, sample-taking, and similar services performed on the work, repair damaged work and test sites to eliminate deficiencies. Protect work exposed by or for quality control service activities, and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.
- 3.2 MEASUREMENT AND PAYMENT: No measurement or payment will be made for work in this section; it will be considered as incidental cost to Item C-100-1 and other items of work.

END OF SECTION 01400

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 REQUIREMENTS:

- A. Comply with requirements stated in conditions of the contract and in specifications for administrative procedures in closing out the work.
- B. Related requirements in other parts of the Project Manual including fiscal provisions, legal submittals and additional administrative requirements: Conditions of the contract.

1.02 **SUBSTANTIAL COMPLETION:** When the Contractor considers that all work under the Contract is complete as referenced in the Special Provisions Section SP 18, Contractor shall so inform Owner and A/E and request a substantial completion inspection in writing

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 **FINAL INSPECTION:** When Contractor has corrected all or the items on the punch list as recorded at the Substantial Completion inspection he shall notify the Owner in writing. Once the Owner/Engineer is satisfied that all work under the Contract is completed and is in accordance with the requirements of this Contract, Owner shall notify Contractor in writing of final acceptance of its work under this Contract.

3.02 **REINSPECTION FEES:** Should Engineer perform reinspections or testing due to failure of the work to comply with the claims of status of completion made by the Contractor, the Owner will compensate Engineer for such additional services. The Owner will deduct the amount of such compensation from the final payment due the Contractor.

3.03 **NON RETURNED SECURITY BADGES:** The Owner will deduct the deposits specified under Section 1036 for failure to return all PBI Security Badges issued to employees and subcontractors

3.04 **CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER:** These documents will be submitted together in one (1) 3-ring binder with table of contents and dividers to include the following with the exception of the project record documents and O & M manuals which will be transmitted separately:

- A. Evidence of compliance with requirements of governing authorities: Certificates of Inspection.
- B. Project Record Documents: Conform to requirements of Section 01720.
- C. Warranties and Bonds: Conform to requirements of Section 01740.
- D. Certificates of Insurance for products and completed operations.
- E. Once the Engineer has determined the work is acceptable under the Contract Documents, he will furnish the Contractor appropriate number of copies of the following documents:

1. Final Pay Application with DBE Schedules 4 and 5
2. Disbursement of Final Payment to Subcontractors
3. Consent of Surety to Release Final Payment
4. Form of Guarantee
5. Notarized Conditional Waiver and Release of Claim
6. Final or Conditional Releases from Subcontractors and suppliers.

F. Asbestos Certification

The Contractor shall provide a signed and notarized affidavit indicating **that no asbestos containing materials were used or installed during the course of construction** as a condition precedent to Final Payment.

G. Fixed Asset Equipment and Fixture Information:

Contractor shall provide the Owner with a list (in electronic format and hard copy) of each piece of equipment having an individual value greater than \$500.00. The list shall include, at a minimum; a) the name, make and model number, b) the quantity installed, and 3) the value of the equipment. This is a condition precedent to Final Payment

H. Operation and Maintenance Manuals:

Contractor shall provide the Owner (3) Three-Ring Binders unless otherwise specified of Operation and Maintenance Manuals for all installed equipment as a condition precedent to Final Payment.

I. Complete List of all Subcontractors

The Contractor shall provide a final complete list of all subcontractors with contact names, addresses, phone numbers and final paid to date amounts as a condition precedent to Final Payment.

3.04 **PAYMENT:** No separate payment will be made under this section for work described or specified herein.

3.05 **FORMS:** See attached forms

DISBURSEMENT OF FINAL PAYMENT TO SUBCONTRACTORS

DATE: _____

PROJECT: _____

CONTRACT NO. _____

TO APPLY TO FINAL ESTIMATE NUMBER, _____ FOR 20_____.
(Month)

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the Department for all work completed and materials and equipment furnished under the Contract except for \$ _____ which is in dispute with _____ (leave blank if fully paid) as a result of back charges (attach explanation of back charges, if applicable). The term "subcontractor" as used herein shall also include persons or firms furnishing materials, or equipment incorporated into the work for which final payment has been made by the County, and work done under equipment-rental. The following are to be paid from the final payment:

Subcontractor or supplier	amount
Subcontractor or supplier	amount
Subcontractor or supplier	amount

(Use attachment for additional Sub-contractors or suppliers)

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION OR RETENTION OF FUTURE CONTRACT PAYMENTS.

Contractor

By

Title

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20____ by _____ (name of person acknowledging), who is personally known to me OR who produced _____ as identification.

Notary Signature

Print Notary Name
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

Federal Front End Documents
PB 20-11 Concourse B Expansion
Palm Beach International Airport

Section 1700 v 030921

March 2021

CONSENT OF SURETY FOR FINAL PAYMENT

PROJECT NAME: _____
PROJECT NO.: _____
PROJECT LOCATION: _____
CONTRACT R NO.: _____ CONTRACT DATE: _____
ORIGINAL CONTRACT AMOUNT: _____
FINAL CONTRACT AMOUNT: _____

In accordance with the provisions of the above-named Contract between the County and the Contractor, the following named Surety:

on the PUBLIC CONSTRUCTION BOND of the following named Contractor:

hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named County, as set forth in said Surety Company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20__.

(Attest) (Name of Surety Company)

(Affix corporate seal here) _____
(Signature of Authorized Representative)

TITLE: _____

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA
COUNTY OF _____

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20__ by _____ (name of person making statement): who is personally known to me OR who produced _____ as identification.

Notary Signature

Print Notary Name
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

FORM OF GUARANTEE

GUARANTEE FOR _____

We hereby, the undersigned, guarantee that the _____ Project at _____ Airport, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of issuance to us of the Notice of Substantial Completion of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

DATED _____
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

CONTRACTOR

(Contractor Name) (Seal)

By: _____
(Contractor Signature)

(Print Name and Title)

SURETY

(Surety Name) (Seal)

By: _____
Surety Signature

Guarantee Must Contain Original Signatures. No Copies will be Accepted.

CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned to induce the final payment in the sum of \$ _____, and other valuable considerations and benefits to the undersigned accruing does upon receipt of payment waive, release and quit claim all claims or demands of every kind whatsoever against the project, commonly known as _____, and Palm Beach County, Florida, on account of work and labor performed, and/or materials furnished in, to, or about the construction of any building or buildings, situated thereon, or in improving said property above described, or any part thereof.

It being understood that this is a Final Waiver and Release of Claim, and the undersigned warrants that no assignment of said claim, nor the right to perfect a claim against any real estate by virtue of the accrual of said payment, has or will be made, and that the undersigned has the right to execute this Final Waiver and Release, and that all laborers employed by the undersigned in connection with the construction of improvements upon the aforesaid premises, to the extent of the payment herein referred to, have been fully-paid and all materials, supplies and personalty are free and clear of conditional bill of sale and/or retain title contracts.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and I hereby acknowledge that the foregoing statements are true and correct this ____ day of _____, 20____.

CONTRACTOR

Signature

BY _____
Type Name, Title

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____ by _____ (name of person acknowledging), who is personally known to me OR who produced _____ as identification.

Notary Signature

Print Notary Name
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

AFFIDAVIT OF NO ASBESTOS

DATE: _____

PROJECT: _____

CONTRACT NO. _____

The undersigned hereby certifies that all materials incorporated into the above referenced project are free of asbestos contained materials or are not in excess of amounts allowed by Local/Stage standards, laws, codes, rules and regulations, the Federal Environmental Protection Agency (EPA) Standards Administration and/or the Federal Occupational and Health Administration (OSHA) standards, whichever is more restrictive.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and I hereby acknowledge that the foregoing statements are true and correct this ____ day of _____, 20____.

Contractor

By

Title

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____ by _____ (name of person acknowledging), who is personally known to me OR who produced _____ as identification.

Notary Signature

Print Notary Name
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

SAMPLE CLOSE-OUT CHECKLIST

Item No	Req for CRC	N/A	Contractor	<u>Date Rec'd</u>	<u>DOA</u>	<u>Date Rec'd</u>	<u>Item Description</u>
1	X		X				Final Pay Application w/ Schedule 4 & 5
2	X				X		Final Budget Availability Statement (BAS).
3a	X				X		Complete List of Subcontractors and "Notice to Owner" parties; with documentation of any parties still owed money at time of final pay application.
3b	X		X				Disbursement of Final Payment to Subcontractors
4					X		One Original Copy of each Change Order.
5	X				X		Contract Order History
6	X		X				Final Release/Consent of Surety to Release Payment (w/final contract amount)- w/o claims
6a	X		X				Final Release/Consent of Surety to Release Payment (w/ final contract amount)- with claims - if applicable
7	X		X		X		Certificate of Substantial Completion (date: XX/XX/18)
8	X		X				Form of Guarantee/Contractors Warrantee
9	X		X				Notarized "Conditional Final Waiver and Release of Claim" from General Contractor
10	X				X		OSBA Sign off
11	X		X				Current Insurance Compliance Document
12			X				O & M Manuals and Attic Stock (As Specified) (Trans.to Main. XX/XX/17)
13			X				Field Data - As-built Drawings (Certified by the Engineer) & Redlines needed. (All Phases)
14			X				Completed List of Names, Addresses and Telephone Numbers of all Sub-contractors.
15			X				All Equipment Warranties (As Applicable).
16			X		X		List of Equipment & Values to Fixed Asset Manager.
17			X		X		Verification that all punch list items is complete. Punchlist to be completed within 30 days of transmittal to contractor
18					X		Summary of Construction Costs – unit price contracts
19					X		Summary of Failed Test(s) with costs
20			X		X		Returned – Hang tags and Badges of subcontractors to DOA Security (Prime Contractor to route)
21			X		X		Returned – Keys (DOA ROUTE TO Maintenance)
22			X		X		Returned – gate pass or parking passes to DOA Ops (Prime Contractor to route)

END OF SECTION 01700

SECTION 01720-PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS:

- A. Contractor shall maintain at the site as specified herein for the Owner one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change orders and other modifications.
 - 5. Engineer field orders or written instructions.
 - 6. Approved shop drawings, product data and samples.
 - 7. Field test records.
 - 8. Laboratory test records.
- B. Related requirements in other parts of the Project Manual: Conditions of the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 MAINTENANCE OF DOCUMENTS AND SAMPLES:

- A. Store record documents and samples in Contractor's field office apart from documents used for construction.
- B. File documents and samples in accordance with data filing format of the Construction Specifications Institute - MASTERFORMAT.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by Engineer.

3.2 RECORDING:

- A. Stamp or label each document "PROJECT RECORDS" in 3/4-inch letters.
- B. During daily progress of the work, the job superintendent for the Contractor shall record information concurrently with construction progress.

Do not conceal any work until required information is recorded.

- C. Drawings: Legibly mark to record actual construction in color codes designated by the Engineer.
- D. All field data for record information shall be obtained by a surveyor who is a Registered Land Surveyor (RLS) in the state of Florida.
- E. Record Information includes but is not limited to the following:
 - 1. Depths of various elements of foundation in relation to finish reference datum.
 - 2. Horizontal and vertical locations of pavements and underground utilities and appurtenances (structures, valves, tees etc).
 - 3. Field changes of dimension and detail.
 - 4. Changes made by field order or by change order.
 - 5. Details not on original contract drawings.
 - 6. Extent and dimensions of pavement removal.
 - 7. Any other changes in the plans.
 - 8. Storm drainage system construction:
 - a. Exact locations of structures and distance between all catch basins, manholes, points of intersection, and line terminals or headwalls.
 - b. The invert elevation of the end of all pipes, stub outs, and headwalls.
 - c. The rim (top of frame) or top of grate and invert elevations of all manholes, catch basins, and other structures.
 - d. Elevations of all ponds, berms, ditches, swales and other grading work to assure construction meets the requirements of all permit.
 - 9. Electrical construction identification:
 - a. Exact locations of structures and distances between all manholes and points of intersection.
 - b. Exact size and location of duct bank or cable run and what circuits it feeds.
 - c. Exact location of any lines abandoned in place.
 - d. Exact location, type, and size of runway and taxiway edge lights, centerline lights, and/or touchdown zone lights.
 - e. Rim and invert elevation of all manholes and duct banks.
 - f. Depth of cover on direct burial lines.
 - g. Locations of cable splices.
 - h. Location and description of signs.
- F. Specifications and addenda: Legibly mark each section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - 2. Changes made by field order or by change order.
- G. All horizontal control dimensions shall be to the nearest tenth of a foot. Elevations shall be to the nearest one-hundredth of a foot.
- H. Set one (1) Concrete Benchmark and document location and elevation data.

3.3 SUBMITTAL:

- A. Upon completion of the work the Contractor shall submit one hard copy and electronic media (AutoCAD 2007 or later from Autodesk), record drawings of all work completed to the Engineer. Record drawings shall include all elevation data points which shall be submitted in 3-d format and shall include, as a minimum the northing, easting, elevation (all in feet) and descriptor for each data point. The Engineer will provide Contractor with AutoCAD drawings of all original construction drawings. Any design information in the drawings that has been changed shall be marked with a strike thru and asbuilt information shall be added such that the drawings contain the original design and the asbuilt configuration.
- B. At the close of the job and prior to receipt of final payment, the Contractor shall deliver to the Engineer for the Owner two complete hard copy sets of Record Documents meeting the requirements of 3.3(A) plus the number of sets required by all regulatory agencies. The final Pay Request will not be processed until receipt and acceptance by the owner and all regulatory agencies of the record drawings for the project. All hard copy submittals shall be signed and sealed by a Professional Land Surveyor licensed in the State of Florida.
- C. Accompany submittal with transmittal letter containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each record document.
 - 5. Signature of Contractor or his authorized representative.

3.4 PAYMENT: Payment shall be made at the contract lump sum price for "Project Record Documents."

Payment will be made under:

Item 01720 Project Record Documents -- per lump sum.

END OF SECTION 01720

SECTION 01740-WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS:

- A. Contractor shall:
 - 1. Compile specified warranties and bonds.
 - 2. Compile specified service and maintenance contracts.
 - 3. Co-execute submittals to verify compliance with Contract Documents.
 - 4. Review submittals to verify compliance with Contract Documents.
 - 5. Submit to Engineer for review and transmittal to Owner.
- B. Related requirements in other parts of the Project Manual:
 - 1. Bid Bonds: Instructions to bidders.
 - 2. Performance Bond and Payment Bond: Conditions of the contract.
 - 3. General warranty of construction: Conditions of the contract.
- C. Related requirements specified in other sections:
 - 1. Warranties and Bonds required for specific products: Each respective section of specifications.
 - 2. Provisions and duration of Warranties and Bonds: The respective section of specifications, which specifies the product.
 - 3. Contract closeout: Section 01700

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SUBMITTAL REQUIREMENTS:

- A. Assemble warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Number of original signed copies required: Two (2) each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning of warranty, bond, or service and maintenance contract.
 - 5. Duration of warranty, bond, or service and maintenance contract.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances, which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone number.

3.2 FORM OF SUBMITTALS:

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8 1/2 inches x 11 inches. Punch sheets for 3-ring binder. Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Project title and number.
 - b. Owner's name.
 - c. Contractor's name and address.
- C. Binders: Commercial quality, 3-ring, with durable and cleanable plastic covers.

3.3 TIME OF SUBMITTALS:

- A. Submit within ten (10) days after date of substantial completion, and prior to final request for payment.
- B. For items of work where acceptance is delayed materially beyond the date of substantial completion, provide updated submittal within ten (10) days after acceptance, listing the date of acceptance as the start of the warranty period.

3.4 SUBMITTALS REQUIRED: Submit warranties, bonds, and service and maintenance contracts as specified in the respective sections of specifications.

3.5 PAYMENT: No separate payment will be made under this section for work described or specified herein.

END OF SECTION 01740

FEDERAL CONTRACT CLAUSES
Appendix 1

— 3 —

APPENDIX 1

FEDERAL FUNDS CONTRACT CLAUSES

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

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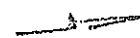
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A1 ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR part 60-4

Executive Order 11246

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 22.4%

Goals for female participation in each trade: 6.9%

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

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

from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **West Palm Beach County, Florida**

A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR § 200 Appendix II(A)

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

A4.1.1 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States; or
 - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

**A4.1.2 Certificate of Buy American Compliance –
Manufactured Product**

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing U.S. domestic product.
 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

A6.2 SOLICITATION CLAUSE

A6.2.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The **Palm Beach County**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A6.3 CONTRACT CLAUSES

A6.3.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes

involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE

2 CFR § 200, Appendix II(G)

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

2 CFR § 200, Appendix II(E)

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess

of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND "ANTI-KICKBACK" ACT

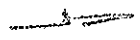
A9.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 and 5

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.



A10 DAVIS-BACON REQUIREMENTS

A10.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Part 5

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

2. Withholding.

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

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3. Payrolls and Basic Records.

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

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

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

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a

contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

INSERT APPLICABLE WAGE DECISION HERE

A11 DEBARMENT AND SUSPENSION

A11.1 SOURCE

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.1.1 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 SOURCE

49 CFR part 26

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

A12.1.1 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Palm Beach County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.1.2 Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The Contractor and its subcontractors shall comply with General Provisions 90-06 regarding prompt payment of their respective subcontractors and suppliers

A13 DISTRACTED DRIVING

A13.1 SOURCE

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

A14.1 SOURCE

2 CFR § 200, Appendix II(H)

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

A15 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

A15.1 SOURCE

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

A15.1.1 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction

work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

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

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

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

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship

and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

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

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

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

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

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

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

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

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

- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

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

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

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

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

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A16.1 SOURCE

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor* | *Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor* | *Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A17.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A18 PROHIBITION of SEGREGATED FACILITIES

A18.1 SOURCE

41 CFR § 60

PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A19.1 SOURCE

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A20 PROCUREMENT OF RECOVERED MATERIALS

A20.1 SOURCE

2 CFR § 200.322

40 CFR part 247

Solid Waste Disposal Act

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A21 RIGHT TO INVENTIONS

A21.1 SOURCE

2 CFR § 200, Appendix II(F)

37 CFR §401

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A22 SEISMIC SAFETY

A22.1 SOURCE

49 CFR part 41

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A23 TAX DELINQUENCY AND FELONY CONVICTIONS

A23.1 SOURCE

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A24 TERMINATION OF CONTRACT

A24.1 SOURCE

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

A25 TRADE RESTRICTION CERTIFICATION

A25.1 SOURCE

49 USC § 50104

49 CFR part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) 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 as published by the Office of the United States Trade Representative (USTR);
- 2) 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on

the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

A26 VETERAN'S PREFERENCE

A26.1 SOURCE

49 USC § 47112(c)

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



Suffolk

426 Clematis St
West Palm Beach, FL 33401

PALM BEACH INTERNATIONAL AIRPORT
 CONCOURSE B EXPANSION
 DBE GOAL CALCULATIONS

Attachment No. 2

NAICS Description	NAICS Code	ROM Value
Utility Piping Under Apron/Landside	237110	\$416,625
Apron Lighting & Power	237130	\$28,000
Site painting/Striping	237310	\$150,000
Gate Signage	237310	\$45,000
Poured Concrete Foundations	238110	\$861,070
Structural Steel & PreCast Concrete	238120	\$2,583,210
Exterior Wall Cladding(Not Masonry)	238130	\$984,080
Masonry Contractors	238140	\$1,230,100
Glass & Glazing	238150	\$2,140,374
Roofing	238160	\$984,080
Electrical (Power & Lighting)	238210	\$2,706,220
Electrical (Fire Alarm)	238210	\$246,020
Electrical (Low Voltage/IT)	238210	\$1,845,150
Mechanical HVAC	238220	\$4,428,360
Plumbing	238220	\$836,468
Fire Protection	238220	\$492,040
Drywall	238310	\$1,353,110
Building Insulation	238310	\$123,010
Ceilings	238310	\$861,070
Painting	238320	\$246,020
Wall Covering	238320	\$492,040
Flooring(Carpeting)	238330	\$246,020
Flooring(Tile/Vinyl)	238340	\$172,214
Flooring (Terrazzo)	238340	\$861,070
Millwork	238350	\$541,244
Doors/Frames	238350	\$369,030
Building Demolition	238910	\$47,200
Escalators, Elevators & Moving walkways	238990	\$270,000
Passenger Boarding Bridges	238990	\$2,200,000
Concrete Apron Work	423320	\$3,727,375
Total ROM in NAICS Distribution		\$31,486,200

	Estimated Combined Costs (Same NAICS)	Percentage Estimate	Available DBE	Total Available	Weighted Percentage
237110		1.32%	123	143	1.14%
237130		0.09%	19	70	0.02%
237310	\$195,000	0.62%	98	124	0.49%
238110		2.73%	107	294	1.00%
238120		8.20%	112	65	14.14%
238130		3.13%	3	96	0.10%
238140		3.91%	5	230	0.08%
238150		6.80%	3	193	0.11%
238160		3.13%	22	372	0.18%
238210	\$4,797,390	15.24%	64	1642	0.59%
238220	\$5,756,868	18.28%	39	2076	0.34%
238310	\$2,337,190	7.42%	19	361	0.39%
238320	\$738,060	2.34%	39	892	0.10%
238330		0.78%	8	373	0.02%
238340	\$1,033,284	3.28%	12	404	0.10%
238350	\$910,274	2.89%	9	877	0.03%
238910		0.15%	152	301	0.08%
238990	\$2,470,000	7.84%	94	747	0.99%
423320		11.84%	4	127	0.37%
		100.00%			20%