

**PALM BEACH INTERNATIONAL AIRPORT (PBI)  
PALM BEACH COUNTY, FLORIDA**

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**Palm Beach County  
Department of Airports**

Laura Beebe, Director of Airports  
Gary Sypek, Sr. Deputy Director of Airports  
Lauren Scott, Deputy Director of Planning & Development



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**BID DOCUMENTS**

**FOR**

**PALM BEACH INTERNATIONAL AIRPORT  
AIR CARGO ACCESS IMPROVEMENTS  
PROJECT NUMBER: 25-9**

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:  
HDR ENGINEERING, INC.



PBC Project No.: **PB 25-9**  
E/A Project No.: **10199929**  
FDOT Project No.: **448077-1**  
FAA AIP NO.: **TBD**

**FEBRUARY 2026**

**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR  
PALM BEACH INTERNATIONAL AIRPORT  
PB 25-9: AIR CARGO ACCESS IMPROVEMENTS**

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## **INVITATION TO BID**

**NOTICE IS HEREBY GIVEN** that the Board of Commissioners, Palm Beach County, State of Florida, will receive sealed bids from qualified Contractors, at:

Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406

until the hour of **2:00 PM**, Local Time, **March, 10, 2026** and said bids will be opened and publicly read immediately thereafter in the conference room, at the above address, on the same day for:

**Palm Beach International Airport  
Air Cargo Access Improvements  
Palm Beach County Project No. PB 25-9  
Palm Beach County Department of Airports**

The work generally consists of: Roadway widening and rehabilitation along James L. Turnage Boulevard and Perimeter Road to improve Cargo Access Facility ingress/egress operations. General work elements include asphalt removal, widening, subgrade compaction, subbase and lime rock base course construction, paving, signing, pavement markings, drainage improvements and electrical work.

All conditions and requirements for bid submission, consideration, and award are contained in the Contract Documents, which include the plans and specifications. The work must conform to plans and specifications, which may be obtained or examined on or after **February 9, 2026**. In order to better manage document content and disbursement, bidders can download and print the Contract Documents free of charge by visiting the County's Vendor Self-Service Website:

<https://pbcvssp.pbc.gov/vssprd/Advantage4>

The Contractor should access the site on a daily basis to be aware of any new data (addenda) that is added to the site. The Department of Airports is not responsible for failure to obtain all documents required in order to be considered responsive.

Bid proposals must be submitted on the forms provided by Palm Beach County and accompanied by a bid security in the form of a certified check, cashier's check, money order or a bid bond submitted on the form provided, in favor of Palm Beach County in the amount of not less than five percent (5%) of the bid price.

All bids must be submitted in a sealed envelope as described in the INSTRUCTIONS TO BIDDERS.

Bidders are encouraged to attend a **Non-Mandatory Pre-bid Conference** to be held at **10:00am** Local Time, on **February 19, 2026** in the Department's main conference room. Interested individuals can contact the Department of Airports for directions:

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

( ) The Disadvantaged Business Enterprise (DBE) goal established for this solicitation is **0 % Base Bid and Bid Alternate**

**OR**

( ) No DBE goal has been established for this solicitation. While no mandatory DBE goal has been established for this solicitation, Palm Beach County encourages participation by all firms qualifying under this solicitation, regardless of business size or ownership, including DBEs and Small Business Concerns as defined 49 CFR §26.5.

**OR**

(X) This solicitation is subject to the provisions of the Interim Final Rule, Docket No. DOT–OST–2025–0897, issued by the United States Department of Transportation (USDOT), amending the Disadvantaged Business Enterprise (DBE) Program effective October 3, 2025 (“IFR”). In accordance with the IFR and associated guidance issued by the USDOT Office of Civil Rights dated September 30, 2025, no DBE goal has been established has been established for this solicitation. Palm Beach County encourages participation by all firms qualifying under this solicitation, regardless of business size or ownership, including Small Business Concerns as defined in 49 CFR §26.5.

The Palm Beach Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award.

All Bidders must be licensed in accordance with Florida Laws at the time of bid submission.

This project is subject to mandatory federal contract requirements/provisions, as may be amended, which shall be made a part of any contract awarded and include, but are not limited to, compliance with the following regulations:

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended - 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Copeland Anti-kickback Act – 18 U.S.C. § 874
- e. Contact Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq
- f. Title VI of Civil Rights Act of 1964 - 42 U.S.C. § 2000d et seq.
- g. Disadvantaged Business Enterprises - 49 CFR Part 26
- h. Build America, Buy America Act, P.L. 117-58, Title IX
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - 2 CFR Part 200 and 1201

Persons who require accommodations under the Americans with Disabilities Act or who require translation services should contact the individual listed above at least seven days in advance of the Pre-bid Conference. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.

By Order of the Board of Commissioners, Palm Beach County, Florida.

**BOARD OF COUNTY COMMISSIONERS**

**Palm Beach County, Florida**

**END OF INVITATION TO BID**

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## INSTRUCTIONS TO BIDDERS

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## 1.0 DEFINITIONS

- 1.1 **BIDDING DOCUMENTS** include the Invitation to Bid, Instructions to Bidders, the Bid Form and Attachments, Bond and Contract forms, the proposed Contract including Exhibits thereto and any Addenda issued prior to the date designated for receipt of bids.
- 1.2 The **CONTRACT DOCUMENTS** proposed for the Work consist of the following:
- 1.2.1 Bidding Requirements - Invitation to Bid, Instructions to Bidders, Index of Drawings, Bid Form and Attachments;
- 1.2.2 Completed Bond, Surety and Insurance Forms;
- 1.2.3 Contract Forms - Contract, Public Construction Bond, and Form of Guarantee;
- 1.2.4 Contract Provisions - General Provisions, Special Provisions and Technical Specifications;
- 1.2.5 Addenda;
- 1.2.6 Drawings titled Project;
- 1.3 **ADDENDA** are written or graphic instruments issued by the Owner via the Palm Beach County Department of Airports prior to the submission of bids which modify or interpret the bidding documents by additions, deletions, clarifications, or corrections or other type of modifications. Addenda will become part of the Contract Documents when the Contract is executed. Bidders, upon receiving addenda, shall insert same into the Bid documents.
- 1.4 An **ADDITIVE OR DEDUCTIVE BID ITEM** is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted by the County.
- 1.5 The **BASE BID** is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added or from which work may be deducted for sums stated in Additive or Deductive Bid Items.
- 1.6 A **BID** is a complete and properly signed offer to do the work or designated portion thereof for the sums stipulated therein and submitted in accordance with the Bidding Documents.
- 1.7 The term **BIDDER** means one who submits a Bid directly to the County, as distinguished from a sub-bidder who submits a bid to a Bidder.
- 1.8 The **OWNER** is Palm Beach County, a political subdivision of the State of Florida, as represented by its Board of County Commissioners (hereinafter called "County"). Where the word "approval" is mentioned, "approval" shall mean action by the Board of County Commissioners or its Department of Airports' Director of Planning and Development.
- 1.9 The term **CONTRACTOR** shall mean the person or entity who is the successful bidder and who executes a contract with Palm Beach County and who is identified in the Contract and is referred to throughout the Contract Documents. Contractor may mean the Contractor or his authorized representative as the contract context requires.
- 1.10 The term **DAY or DAYS** shall mean a calendar day or calendar days. A calendar day begins at 12:00:00 midnight and ends 24 hours later at 11:59:59 p.m.

- 1.11 The term **DEPARTMENT** shall mean the Palm Beach County, Department of Airports.
- 1.12 A **LUMP SUM and UNIT PRICE BID** is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents containing lump sum and unit price work items. For the purpose of determining the Base Bid amount on a Lump Sum and Unit Price Bid, the unit price costs multiplied by the estimated quantities contained in the Bidding Documents and the lump sum shall be added together.
- 1.13 **PALM BEACH COUNTY**, is a political subdivision of the State of Florida, as represented by its Board of County Commissioners (hereinafter called "County"). Where the word "approval" is mentioned, "approval" shall mean action by the Board of County Commissioners, or designated representative.
- 1.14 The term **WORK** as used herein refers to the construction and services required by the Contract Documents and includes all labor, materials, equipment, and services provided by the Contractor to fulfill the Contractor's obligations.

## **2.0 LICENSES, BUSINESS TAX, POLICY REGARDING SUBCONTRACTORS**

- 2.1 Bidders and their proposed subcontractors of any tier regulated by the Florida Construction Industry Licensing Board or the Construction Industry Licensing Board of Palm Beach County shall be properly qualified and licensed/certified by the appropriate Board or Boards as required by Florida Statute Chapter 489, or Special Act, Laws of Florida Chapter 67-1876 prior to the time of submission of the bid. The Bidder and subcontractors, including specialty contractors, are required to have an active State Contractors Certification or an active Palm Beach County Certificate of Competency at time of bid submittal. State of Florida Contractor's Certification /Registration license numbers or Palm Beach County Certificate Numbers must be listed at the applicable places on the Bid Form. Any bid which is submitted by a contractor who is not properly licensed/certified at the time the bid is submitted, or which lists a subcontractor who is not properly licensed/certified at the time the bid is submitted, will be rejected as non-responsive.
- 2.2 The Contractor, subcontractors of any tier, and specialty contractors must have a valid Palm Beach County business tax receipt, except where provisions of F.S. 205.065 apply.
- 2.3 It is Palm Beach County's policy to discourage contractors from seeking new subcontractor pricing after opening of bids, which practice is sometimes known as bid or subcontractor shopping. In order to facilitate this policy, Bidders are required to identify, in the Bid Documents, the subcontractors in the categories listed in Attachment 3 which Bidder, as the contractor, intends to use to perform the contract, or state its intention to self-perform the work contained in these categories.
- 2.3.1 No Contractor, having been awarded any contract based upon the Contractor's response to an invitation to bid, request for proposal, request for qualifications, or other solicitation for competitive selection wherein the Contractor listed the subcontractors which the Contractor intended to use in performing such contract, shall replace any subcontractor listed in the Contractor's response to such request without having first demonstrated good cause, acceptable to the County in its sole discretion.
- 2.3.2 No Contractor, having been awarded any contract based upon the Contractor's response to an invitation to bid, request for proposal, request for qualifications, or other solicitation for competitive selection wherein the Contractor listed the elements of work which the Contractor intended to perform with its own forces, shall perform such work with a subcontractor without having first demonstrated good cause, acceptable to the County in its sole discretion, for utilizing such subcontractor.



- 2.3.3 Contractor agrees that neither the County's acceptance nor rejection of the Contractor's request to replace or add any subcontractor shall give rise to any liability of any kind on the part of the County

### **3.0 BIDDER'S REPRESENTATIONS**

- 3.1 Each Bidder by making its Bid represents that:

- 3.1.1 Bidder has satisfied itself, by personal examination of the location of the proposed Work and by thorough examination of the Contract Documents, that Bidder understands all requirements of the Work. In addition, Bidder has, to the extent Bidder determined to be necessary, satisfied itself regarding the accuracy of the estimate of the quantities of the Work to be done; and shall not at any time after the submission of a Bid dispute or complain of such estimate nor the nature or amount of Work to be performed. Bidder is familiar with, and certifies that all work shall comply with, all Federal, State and Local laws, ordinances, rules and regulations that in any way affect the cost, progress or performance of the Work. Failure of a Bidder to be familiar with applicable laws, ordinances, rules and regulations will in no way relieve Bidder from the responsibility of complying with the applicable laws, ordinances, rules and regulations.
- 3.1.2 Copies of such reports and drawings that are referenced in the Contract Documents will be made available by the County to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the Bidder is entitled to review the technical data contained therein for general information purposes only. County does not represent that the conditions reflected in such reports and drawings are the conditions which contractor will experience, but are based on best information available to the County.
- 3.1.3 The lands upon which the Work is to be performed, rights of way and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials, equipment and supplies are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the County, unless otherwise provided in the Contract Documents.
- 3.1.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of these Instructions to Bidders, that, without exception, the Bid is premised upon performing the Work required by the Contract Documents and that such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Work
- 3.1.5 The Bidder shall not be entitled to any additional compensation or time extensions based upon alleged differing conditions that in the opinion of the Engineer and/or the County should have been reasonably anticipated by the Bidder.
- 3.1.6 The Bidder understands and agrees that the quantities of work or material stated in unit price items are supplied only to give an indication of the general scope of the Work and the County does not expressly or by implication agree that the actual quantity of the Work or material will correspond therewith. The County reserves the right after award to increase or decrease the quantity of any unit price item by an amount up to and including twenty-five percent (25%) of the bid quantity, without a change in the unit price, and reserves the right to delete any bid item, in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed fifteen percent (15%) of the contract price. Payment shall reflect as-built quantities measured in accordance with the applicable item.

- 3.2 The Bidder must be an equal employment opportunity employer. Each Bidder must complete, sign and furnish with his Bid the statement titled "Statement of Participation in Contracts Subject to Nondiscrimination Clause", which is incorporated in the Bid Form or attached thereto.
- 3.2.1 Failure to furnish this statement with the Bid may be cause for rejection of the Bid. Any Bidder who has not filed previous Compliance Report(s) must submit a Compliance Report (Standard Form SF100) prior to award of the Contract.
- 3.3 As provided in Florida Statute 287.133(2)(a) a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. 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 the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).
- 3.4 The Bidder does hereby declare that it is the only person or persons interested in said Bid; that it is a genuine Bid not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that it is made without any connection with any person submitting another Bid for the same Contract; that this Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; that the Bid is in all respects fair and without collusion, fraud, or mental reservations; that no official of the County or any person in the employ of the County is directly or indirectly interested in said Bid or in the supplies of Work to which it relates, or in any portion of the profits thereof; and that Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.
- 3.5 Bidders shall possess all applicable certificates or license for the work the bidder will perform, which shall be valid upon submission of the bid and at all times thereafter. In the event the Bidder is not Certified to perform any portion of the work contained within the project, the Bidder shall insure that all subcontractors possess any applicable certificate or license which shall be valid upon submission of the bid. All work required to be performed by certified subcontractors must be listed on Attachment No. 3 of the Bid Forms. All certifications must comply with current Palm Beach County Contractor Licensing Requirements. The Bidder's License number must be shown on page BF-3 and Attachment No. 4 of the Bid Forms titled "Prime Contractor Work". Subcontractor certification or license numbers must be shown on Attachment No. 3 of the Bid Forms titled "Designation of Subcontractors".
- 3.6 **Prohibition against Considering Social, Political or Ideological Interests in Government Contracting - F.S. 287.05701.** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

## 4.0 BIDDING DOCUMENTS

### 4.1 Copies

- 4.1.1 Bidders may obtain complete sets of the Bidding Documents electronically from the Palm Beach County Department of Airports as indicated in the Invitation to Bid.
- 4.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; the County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Bidder must submit one (1) original and Two (2) photocopies of the completed bid (including all attachments).
- 4.1.3 The County, by making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use. All information contained in the Bidding Documents is the sole property of the County and any unauthorized use is prohibited by law.

### 4.2 Interpretation or Correction of Bidding Documents.

- 4.2.1 Bidders shall promptly notify the Owner in writing of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- 4.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Owner at least seven (7) days prior to the date for receipt of Bids. Bidders requesting clarification or interpretation of the Bidding Documents shall supply the Department with all information requested by the Department which the Department requires to issue a clarification or interpretation. Bidders finding discrepancies, errors, and/or omissions or having doubt as to the intent of the technical portions of the Contract Documents shall at once notify the Architect/ Engineer of Record and provide a copy to the Department. Bidder's questions relative to bidding requirements, bidder qualification and contract award shall be directed to the Department. The Department, in its sole discretion, shall determine if a clarification or interpretation of the Bidding Documents is required.
- 4.2.3 Any interpretation, correction, or change of the Bidding Documents will be made only by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
- 4.2.4 Address all questions to:

Palm Beach County Department of Airports  
Brittany Summerlot, Director of Planning  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470  
561-471-7427 (fax)  
[bjameson@pbia.org](mailto:bjameson@pbia.org)

- 4.2.5 Bidders shall be deemed to have accepted the bidding documents as written if no clarification or interpretation request is made as provided herein. Bidders shall be precluded from asserting any alleged ambiguity, inconsistency or error upon failure to make a timely request for clarification or interpretation.
- ### 4.3 Addenda

- 4.3.1 Addenda will be available electronically as noted on the Invitation of Bid. It is the Bidders responsibility to obtain all addenda required to be considered responsive.
- 4.3.2 Copies of Addenda will be made available for inspection at the Palm Beach County Department of Airports where Bidding Documents are on file for that purpose.
- 4.3.3 No addenda will be issued later than three calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- 4.3.4 Each Bidder shall ascertain that it has received all Addenda issued. The Bidder shall acknowledge receipt of Addenda by completing the acknowledgment space provided on the Bid Form.

## **5.0 BIDDING PROCEDURE**

### **5.1 Prequalification Procedure**

- 5.1.1 (Bidder): The Contractor shall have been in continuous business and a Contractor for the last five (5) years.
- 5.1.2 Each Bidder shall furnish, no later than the date specified on the Invitation To Bid, the Bidder's Qualification Forms completed and signed statements pertaining to the Bidder's competency and responsibility in accordance with the Contract Documents. In addition, the Owner reserves the right to conduct such additional investigation into the competency and responsibility of the Bidders (or any particular bidder) as the Owner may deem necessary. Each bidder shall cooperate with all such investigations. Separate Bidder's Qualifications shall be submitted by each entity of a joint venture.

### **5.2 Form and Style of Bids**

- 5.2.1 Bids shall be submitted on forms furnished by Owner. Bidder shall submit one (1) original and two (2) photocopied sets of completed Bid Documents (including all attachments). Changes or additions to the bid, recapitulations or changes in the work bid upon, alternative proposals, or any other modifications of the Bid Form or Attachments to the Bid Form which are not specifically called for in the Bid Documents may result in the Owner's rejection of the bid as nonresponsive to the Invitation to Bid.
- 5.2.2 All blanks on the Bid Form and Attachments to the Bid Form shall be filled in by typewriter or manually printed in ink.
- 5.2.3 In the event unit price bid items are provided in the BID PRICE FORM (Attachment No. 1 to the Bid Form) and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item in the Bid Price Form and the total indicated therein does not agree with the sum of the prices bid for the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where so indicated by the make-up of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- 5.2.4 Any interlineations, alterations or erasures must be initialed by the signer of the Bid Form.
- 5.2.5 All requested, Additive or Deductive Bid Items shall be bid.

- 5.2.6 The Bidder shall provide on Attachment No. 4 to the Bid Form, that portion of work which will be performed by the Bidder's direct hire forces.
- 5.2.7 Each page of the Bid Form and Attachments to the Bid Form shall include the legal name of the Bidder. The Bid Form shall also contain a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a contract. If the Bidder is a partnership, PARTNERSHIP CERTIFICATE Attachment No. 6 to the Bid Form shall be executed. If the Bidder is a corporation, the CORPORATE CERTIFICATE, part of the CONTRACT, shall be executed.
- 5.2.8 In the event a Bid is submitted by two or more Bidders as a joint venture, such Bid shall be submitted in strict accordance with all applicable laws of the State of Florida and County of Palm Beach. Each bidder of the joint venture shall submit a corporate certificate (Attached to the Contract). The bid shall include an original fully executed joint venture agreement, with president's signatures, secretary attestation, signed in the presence of two witnesses with witnesses' signatures for each party of the joint venture.
- 5.2.9 No person, firm or corporation shall be allowed to submit (or have an interest in) more than one Bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-bid to a bidder is not, however, disqualified from submitting a sub-bid or quoting prices to other bidders or submitting a prime Bid.
- 5.2.10 The list of forms on BF-1 (BID FORM AND ATTACHMENT CHECKLIST), together, comprises a Bid and must be included in the envelope containing the Bid.
- 5.2.11 Omission of or failure to properly complete any portion of the required forms prior to the time of Bid Opening may be cause to reject the entire Bid.
- 5.3 Proposal Guarantee (Bid Security)
- 5.3.1 Each Bid shall be accompanied by a Bid Security (in the form, at Bidder's option, of cash, cashier's check, certified check, money order or Bid Bond (Attachment No. 5) in favor of the Owner) in the amount of 5% of the base bid price pledging that the Bidder will within fourteen (14) days after Notice of recommendation to Award, enter into a contract with the Owner on the terms stated in its Bid and will furnish bonds as described hereunder in Section 8 covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty. . If a Bidder fails to execute a Contract for the project, the Bidder may be suspended or debarred from bidding on future projects for a period of two (2) years, in accordance with the Palm Beach County Purchasing Ordinance. The County may further pursue any and all remedies available against the Contractor for damages resulting from its failure to enter into a contract.
- 5.3.2 The surety bid bond shall be written on the standard Surety Bid Bond form (attached), and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his power of attorney. The surety bid bond may be secured through the Bidder's usual sources provided the surety must be authorized to do business in the State of Florida, shall be on the U.S. Treasury listing (Federal Register, Latest Edition), with bonding capacity in excess of the amount of the Bid. The Surety must remain listed throughout the Award period until the successful bidder is under contract to the Owner and has furnished construction and warranty bonds as requested in Section 8. Should the Surety lose its listing during this period, the contractor shall provide replacement Bond within fourteen (14) calendar days without additional costs to the Owner.

- 5.3.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

5.4 Submission of Bids

- 5.4.1 All copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

Air Cargo Access Improvements  
Palm Beach International Airport (PBI)  
Palm Beach County Project No. PB 25-9  
Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

- 5.4.2 No responsibility will be attached to the Owner for premature opening of or failure to open a bid not properly identified.
- 5.4.3 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- 5.4.4 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
- 5.4.5 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 5.4.6 Oral, telephonic, or telegraphic Bids are invalid and will not receive consideration.
- 5.5 Modification or Withdrawal of Bid.
- 5.5.1 A Bid may not be modified, withdrawn, or canceled by the Bidder for the period after opening of Bids as stipulated on the Bid Form and each Bidder so agrees in submitting its Bid.
- 5.5.2 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 5.5.3 Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

## **6.0 CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

6.1 Opening of Bids

- 6.1.1 The Bids received on time will be opened publicly and will be read aloud at the time and date identified for submission of the Bid Documents.

6.2 Rejection of Bids

- 6.2.1 The Board of Palm Beach County Commissioners reserves the right to reject any and all Bids, and/or to re-advertise, to waive any irregularities, informalities or technicalities therein, to negotiate Contract terms with the successful Bidder, to disregard all non-conforming, non-responsive, unbalanced or

conditional Bids, or to accept any Bid which in the County's sole judgment will best serve the public interest. County reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without any liability against the County. In consideration of the County's evaluation of submitted Bids, the Bidder, by submitting its Bid, expressly waives any claim to damages, of any kind whatsoever, in the event the County exercises its rights provided for in this subsection.

### 6.3 Award of Contract

- 6.3.1 Award will be made to the lowest, responsive, responsible Bidder for the total bid amount as described in 6.3.3. To be considered responsive, the bid must conform in all respects to the conditions of the Invitation to Bid and to the Instructions to Bidders, Palm Beach County Code Sections 2-51 through 2-54 as amended and to Florida Law. To be considered responsible, a Bidder must establish, to the satisfaction of the Owner, as a minimum, that it has:
  - 6.3.1.1 all appropriate and required licenses at the time of bid,
  - 6.3.1.2 adequate financial resources to meet the contractual obligations and will maintain same for the Contract period;
  - 6.3.1.3 adequate equipment to perform the work properly and within the time prescribed in the Contract, and
  - 6.3.1.4 satisfactory past performance and the necessary experience and technical qualifications in the type of work provided in the plans and specifications.
- 6.3.2 The County of Palm Beach, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4) and the regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to the invitation to Bid, disadvantaged business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, sex or sexual orientation in consideration of an award.
- 6.3.3 The dollar amount basis for award of this Contract shall be the Base Bid plus or minus any or all alternates selected by the County in its sole discretion. Palm Beach County reserves the option to award or rebid alternates in any sequence of at any time deemed to be in the best interest of the County.
- 6.3.4 The amounts for each bid alternate shall constitute an ongoing and open offer and the prices stated in the bid proposal shall be maintained for a minimum period of one year, or the duration of the contract whichever is shorter. If the County opts to accept an alternate within the time frame identified above but after the time at which such activity fits into the Contractor's approved schedule so as to cause a time or monetary impact, the cost of the alternate can be adjusted accordingly. However, in no instance shall the Contractor be entitled to extended home office overhead costs as a result of the County exercising this option.
- 6.3.5 Bids which are determined by the County to be unbalanced bids or which contain unbalanced line item pricing when compared to competitor's bids for the same item and standard industry prices, and which significantly deviate from the County's determination of acceptable line item pricing, may be rejected by the County in accordance with established County procedures.
- 6.3.6 The Director of Planning shall post a tabulation of bids along with intended award recommendations at the location where bids were opened.

- 6.4 Disqualification of Bidders - Any of the following causes is considered sufficient to disqualify a Bidder, and reject its proposal.
- 6.4.1 Interest by the same person in more than one bid.
  - 6.4.2 Collusion among or between bidders.
  - 6.4.3 Unbalanced bids or bids which contain unbalanced line item pricing.
  - 6.4.4 Lack of responsibility on the part of the Bidders. (For example, no bidder would be considered responsible if it had recently failed to satisfactorily carry out any previous contract with Palm Beach County).
  - 6.4.5 Lack of experience or capital on the part of the Bidder. Evidence of experience, ability, financial standing and machinery available may be required of any bidder.
  - 6.4.6 Substantial evidence of bad character or dishonesty.
  - 6.4.7 Lack of current applicable certification and/or license for the purpose of performing the specified work.
  - 6.4.8 Any cause listed under Section 2-80.4 of the Palm Beach County Code as amended.
  - 6.4.9 History of unsuccessful claims asserted by Bidder against public owners in the State of Florida, such as to establish a trend of improperly asserted claims.
  - 6.4.10 Any other cause which, as a matter of law renders the Bid non-responsive or non-responsible
- 6.5 Protests

Bid tabulations and Notification from Owner, with recommended awards, will be posted at the location where bids were opened, for review by interested parties prior to submission through the appropriate approval process to the Board of County Commissioners for approval of award, and will remain posted for a period of five (5) business days. After posting, any actual or prospective bidder or proposer who is aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the Director of Procurement. The protest shall be submitted within five (5) business days after posting of the award recommendation. The protest must be in writing and must identify the protestor and the solicitation and shall include a factual summary of the basis of the protest and shall include a protest bond in the amount of: (1) one thousand five hundred dollars (\$1,500.00) for solicitations less than one million dollars (\$1,000,000.00); (2) three thousand dollars (\$3,000.00) for solicitations one million dollars (\$1,000,000.00) to less than five million dollars (\$5,000,000.00); or (3) five thousand dollars (\$5,000.00) for solicitations five million dollars (\$5,000,000.00) or greater, which bond shall be remitted in the form of a money order, certified check, a cashier's check, or a bank check payable to Palm Beach County. Such protest is considered filed when it is received and date/time stamped by the Department of Procurement. The date/time stamp of the Procurement Department shall control when determining whether the protest was received by the Director of Procurement within the time frame specified for the notice of protest. Neither the Director of Procurement nor a special master shall consider any issue not submitted in writing within the time frame specified for the



notice of protest. Please refer to Section 2-55, Palm Beach County Code, for more information on the County's protest process.

Palm Beach County Purchasing Department  
50 South Military Trail, Suite 110  
West Palm Beach, Florida 33406

## **7.0 POST BID INFORMATION**

### **7.1 Contractor's Qualification Information**

7.1.1 Bidders to whom award of a Contract is under consideration shall submit to the Owner, upon request, further company or corporate qualification information or clarification of Contractor's Qualification Statement, Financial Statement, or previous experience data.

7.2 Bidders are advised that the Palm Beach County Lobbyist Registration Ordinance prohibits a bidder or anyone representing the bidder from communicating with any Commissioner or Commissioner's staff regarding its bid, pursuant to Palm Beach County Ordinance 2003-018, "Cone of Silence"

7.2.1 Bidders shall adhere to the "Cone of Silence" County Code Article VIII, generally described as "AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, PERTAINING TO LOBBYIST REGULATIONS; PROVIDING FOR TITLE AND PURPOSE; PROVIDING FOR DEFINITIONS; PROVIDING FOR REGISTRATION; PROVIDING FOR RECORD OF LOBBYING CONTACTS; PROVIDING FOR CONE OF SILENCE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE."

7.2.2 The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners (BCC), or a County Department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

7.2.3 The exceptions to the "Cone of Silence" specifically include contract negotiations during any public meeting; contract negotiations between any County Employee and the intended awardee; public presentations made to the Board; or any written correspondence at any time with any Employee, County Commissioners, or Advisory Board Member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

7.2.4 Violations of this section of the Ordinance are punishable by a fine of \$250.00 per violation.

## **8.0 CONSTRUCTION BOND AND INSURANCE**

### **8.1 Bond Requirements**

8.1.1 The Bidder shall furnish and maintain, in full force and effect for the duration of the contract, bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the owner may prescribe. Bonds may be secured through the Bidder's usual sources provided the surety must be authorized to do business in the State of Florida, shall be on the U.S. Treasury listing (Federal Register, Latest Edition) with bonding capacity in excess of the amount of the contract. The Surety must remain listed throughout the construction and warranty period.

Should the Surety lose its listing during this period, the contractor shall provide replacement Bonds within fourteen (14) calendar days without additional costs to the owner.

- 8.1.2 Prior to execution of a Contract, and not later than fourteen (14) calendar days after notification of recommendation to award, the successful Bidder shall furnish and maintain, in full force and effect for the duration of the contract, contract bonds to the Palm Beach County Department of Airports Director of Planning and Development as follows:
- 8.1.3 Performance and Payment Bonds in the amount of 100% of the Contract price.
- 8.1.4 Surety's Agreement to provide Guaranty Bond in the amount of 100% of the Contract price upon completion of the Work.
- 8.1.5 Such Contract Bonds shall incorporate by reference all of the terms and conditions of the Contract Documents, including but not limited to the Contractor and Surety's obligation for liquidated damages as well as Surety's acknowledgment regarding any and all provisions addressing or regarding "no damages for delay", as provided for in the General Conditions.
- 8.1.6 The Surety Company, in addition to the above requirements, shall be currently listed with the United States Department of Treasury for an amount greater than the contract amount. The Contractor, at the time of his execution of the contract, shall provide, with his Contract Bonds, a copy of the Surety Company's current valid Certificate of Authority issued by the United States Department of the Treasury under SS 31, U.S.C. 9304-9308.
- 8.1.7 Before commencing the work, Contractor shall provide to County a certified copy of the recorded bond(s). No payment shall be made until Contractor has complied with this requirement.
- 8.2 Form of Bond
  - 8.2.1 The bond shall be written on the Performance and Payment Bond Forms provided by Palm Beach County Department of Airports.
  - 8.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her power of attorney.
- 8.3 Insurance Requirements
  - 8.3.1 Prior to execution of a Contract and not later than fourteen (14) calendar days after notification of recommendation to award, the successful Bidder shall furnish certificates of insurance evidencing the existence of valid, in force insurance policies for the limits and coverage as described in the General Provision entitled **GP 70-21 Insurance** where such insurance is to be provided by Contractor, or as otherwise modified within the Contract Documents.

## 9.0 TIME

- 9.1 Owner and Contractor agree that time is of the essence in the performance of this contract and agree that the damages which Owner will suffer in the event that Contractor finishes this project after the completion dates set forth in this agreement are certain but will be difficult, if not impossible, to quantify. Therefore, Contractor and Owner agree that the rate(s) set forth in ATTACHMENT No 2 to the bid form are a reasonable estimate of the amount of damages which Owner will suffer in the event Contractor does not timely complete the Contract. Contractor and Owner agree that

these liquidated damages shall be assessed as damages, as provided in the Contract Documents, and that they are not, and shall never be considered to be, a penalty

## **10.0 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS**

10.1 The Bidding and Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the Contract:

10.1.1 Addenda

10.1.2 Bidding Requirements

10.1.3 Special Provisions

10.1.4 General Provisions

10.1.5 Specifications/Drawings/Plans

10.1.6 Permits

10.2 After award, the Contract Forms, change orders, supplemental agreements, and revisions to plans and specifications will take precedence over any of the above. Detailed plans shall have precedence over general plans.

10.3 In the event the Bidder or Contractor discovers an error or omission, it shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract Documents.

10.4 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 Documents.

## **11.0 UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES**

11.1 Policy

The requirements of 49 CFR Part 26, as amended, regulations of the U.S. Department of Transportation ("DOT"), apply to this Contract. It is the policy of Palm Beach County as the Owner, to practice nondiscrimination based on race, color, sex or national origin in the award and/or performance of this Contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership. All DBEs and Small Business Concerns qualifying under this solicitation are encouraged to submit Bids. Award of the contract will be conditioned upon satisfying the requirements of this Bid specification. These requirements apply to all Bidders, including those who qualify as DBEs and Small Business Concerns.

11.2 Contract Assurance

The Contractor, sub-recipients and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to

carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Owner deems appropriate, which may include, but is not limited to, (i) withholding monthly progress payments, (ii) assessing sanctions, (iii) liquidated damages, and/or (iv) disqualifying the Contractor from future bidding as non-responsive. Contractor shall include the contract assurance provided for in this Section 11.2 in every subcontract entered into in furtherance of this Contract.

### 11.3 DBE Participation

- ( ) The Disadvantaged Business Enterprise (DBE) goal established for this solicitation is N/A percent (%) of the Base Bid and N/A percent (%) of Additive/Alternate No. N/A. **Bidders shall comply with the bid submission requirements of Section 11.4.1**

#### **OR**

- ( ) No DBE goal has been established for this solicitation. While no mandatory DBE goal has been established for this solicitation, Palm Beach County encourages participation by all firms qualifying under this solicitation, regardless of business size or ownership, including DBEs and Small Business Concerns as defined in 49 CFR §26.5. **Bidders shall comply with the bid submission requirements of Section 11.4.2.**

#### **OR**

- (X) No DBE goal has been established for this solicitation. This solicitation is subject to the provisions of the Interim Final Rule, Docket No. DOT-OST-2025-0897, issued by the United States Department of Transportation (USDOT), amending the Disadvantaged Business Enterprise (DBE) Program effective October 3, 2025 ("IFR"). Bidders should note that DBE firms are subject to recertification by the Unified Certification Program for the State of Florida as required by the IFR. Palm Beach County encourages participation by all firms qualifying under this solicitation, regardless of business size or ownership, including Small Business Concerns as defined in 49 CFR §26.5. **Bidders shall comply with the bid submission requirements of Section 11.4.2.**

### 11.4 Required Bid Submission Documentation

- 11.4.1 **In the event a DBE goal has been established for this solicitation**, Bidder must submit the Schedules listed below for the base bid and any additive bids or alternates in accordance with the requirements of this Section 11.4.1 in order to be responsive to the DBE requirements. Separate Schedules must be submitted for the base bid and any additive bids or alternates.

- (a) Schedule 1 - List of Proposed DBE Firms. Schedule 1 must be completely filled out and signed by the Bidder if a DBE goal has been established for this solicitation or Bidder is committing to utilize DBE firms as a part of the Contract. The County reserves the right to confirm the eligibility of all DBEs proposed to participate in the Contract prior to award. Schedule 1 is required to be submitted at the time of the Bid in the event a DBE goal has been established for this solicitation. Failure of a Bidder to submit Schedule 1 at the time of submission of the Bid shall result in the Bid being deemed non-responsive in the event a DBE goal has been established.
- (b) Schedule 2 - Letter of Intent to Perform. Bidders must submit a Schedule 2 for each DBE firm listed on Schedule 1. Schedule 2 must be completely filled out and signed by the proposed DBE firm and should be submitted with the bid or within a time frame specified by the County (normally within two business days of request) or the proposal shall be deemed non-responsive. Each DBE firm must disclose whether any of its work will be subcontracted to another firm,

the dollar value of the subcontracted work and whether or not the firm is a DBE. The amounts listed on Schedule 1 for each DBE firm must be supported by the price included on Schedule 2 in order to be counted toward attainment of a DBE goal, if a DBE goal has been established. In the event a DBE goal has been established for this solicitation, Schedule 2 forms should be submitted with the bid or within a time frame specified by the County (normally within two business days of request) or the bid shall be deemed non-responsive.

- (c) Schedule 3 - Demonstration of Good Faith Efforts to Achieve DBE Goal. In the event a DBE goal has been established for this solicitation, Schedule 3 forms must be submitted with the bid response. Bidders shall indicate how they intend to satisfy the requirements of the Bid related to DBE participation on Schedule 3. If the DBE goal is achieved, the Bidder must enter the percentage of DBE participation that the Bidder is committing to and sign the first page of the form. If the DBE goal is not achieved, Bidders must submit written evidence of good faith efforts by showing that they took all necessary and reasonable steps to achieve the DBE goal even if they were not fully successful. In the event a DBE goal has been established for this solicitation, Bidders must complete the remainder of Schedule 3 if the DBE goal is not achieved, including providing backup documentation (i.e., copies correspondence, copies of advertisements, telephone logs, etc...) in accordance with the requirements of Schedule 3. Pursuant to Section 49 CFR §26.53, backup documentation must include copies of each DBE and non-DBE subcontractor quote when a non-DBE subcontractor is selected over a DBE subcontractor to perform the same work. Efforts, such as sending blanket faxes or e-mail messages, to all DBE firms alone shall not be considered a good faith effort. In determining whether a Bidder has made good faith efforts, the Department may take into account the performance of other Bidders in meeting the DBE goal. For example, when the apparent successful Bidder fails to meet the contract DBE goal, but others meet it, the Department may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder could have met the goal. If the apparent successful Bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful Bidder having made good faith efforts. Examples of good faith efforts can be found in Appendix A to 49 CFR Part 26. In the event a DBE goal has been established for this solicitation, failure of a Bidder to submit written evidence of good faith efforts to achieve the DBE goal shall result in the disqualification of the Bid if the DBE goal is not achieved. **Schedule 3 is not required to be submitted in the event no DBE goal has been established for this solicitation.**

- (d) Schedule 6 – Bidders List Bidders should submit a fully completed Schedule 6 with their bid for the Prime Contractor and all firms quoting/bidding on the Project; however, if not included or incomplete, it shall be the responsibility of the Bidder to submit a completed Schedule 6 for the Prime Contractor and all firms quoting/bidding on the Project within the timeframe specified by Owner (normally within two business days of the request). **Failure of a Bidder to provide a completed Schedule 6 within the time frame specified by the Department shall be sufficient cause for rejection of a bid.**

11.4.2 **In the event no DBE goal has been established for this solicitation, Bidder must submit Schedule 6, Bidders List in accordance with the requirements of Section 11.4.1(d).**

11.4.3 Prior to award recommendation, the Department shall correct: (i) errors in the extension, multiplication, division, addition or subtraction of the in prices/dollar amounts listed on the above-referenced Schedules; and (ii) errors in counting DBE participation. The subcontractor/supplier's quoted price on Schedule 2, Letter of Intent to Perform, shall govern in the event of a discrepancy between the individual Schedules. In the event unit price for individual line items are provided on

Schedule 2, and the amount indicated for a unit price does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly.

## 11.5 Reporting/Inspection Requirements

- 11.5.1 **The Contractor shall be required to submit regular progress reports, in a form and substance as required by the Owner, related to participation by all subcontractors and suppliers participating in this Contract, including, but not limited to DBEs and Small Business Concerns.** The form of required progress reports may be modified by Owner from time to time upon prior written notice to the Contractor. Failure to submit accurate, complete progress reports shall be considered a material default of this Contract. Progress reports shall be completed and submitted with each payment request or application for payment. Failure to provide the required progress reports as instructed may result in a delay in processing payment or disapproval of the invoice until a complete, accurate progress report is submitted, as required. In addition to any other remedies available to Owner, Owner may assess liquidated damages of \$100 per day for Contractor's failure to submit a required progress report as required by this subsection until Contractor has provided the required, completed progress report. Intentional falsification of progress reports shall be a material violation of this Contract.
- 11.5.2 Within ten (10) days of Owner request, the Contractor shall provide any additional information requested by Owner to substantiate participation by all subcontractors and suppliers, including, but not limited to, DBEs and Small Business Concerns. **Contractor shall provide complete copies of each written subcontract or agreement between Prime Contractor and all subcontractors and suppliers to Owner, including DBEs and Small Business Firms, for the work relative to this Contract with the first payment request or application for payment and a complete list of the names of all subcontractors and suppliers and the dollar amount of each subcontract or agreement.** Failure to provide the information required by this subsection within ten (10) days of the Owner's written request shall be considered a material default of this Contract. In addition to any other remedies available to Owner, Owner may assess liquidated damages of \$100 per day per violation of this Section until Contractor has provided the information required by this Section.
- 11.5.3 It shall be the responsibility of the Contractor to ensure that the DBE firms performing services under this Contract perform a Commercially Useful Function (as defined in 49 CFR Part 26). The Contractor shall ensure that work committed to a DBE firm as a part of this Contract is actually performed by the DBE firm and shall notify Owner in the event work committed to the DBE firm is actually performed by a non-DBE subcontractor.
- 11.5.4 The Contractor shall maintain records and documents of payments to DBE firms performing under this Contract for a minimum of five (5) years from the termination date of this Contract. The records shall be made available to Owner or the US Department of Transportation, or any agency thereof, for inspection upon request. The Contractor shall also require its subcontractors and suppliers maintain their records and documents of payments from the Contractor for a minimum of five (5) years from the termination date of this Contract and ensure that the records are made available to Owner or the U.S. Department of Transportation, or any agency thereof, for inspection upon request. The provisions of this Section shall survive the expiration or earlier termination of this Contract.
- 11.5.5 Failure of the Contractor to comply with the requirements of this Section 11.5 shall be considered a material default of this Contract, entitling the Owner to exercise all available remedies under this Contract or the law, including, but not limited to, termination of this Contract.

## 11.6 Prompt Payment

11.6.1 The Contractor shall comply with the prompt payment provisions set forth in Sections 90-06 through 90-09 of the General Provisions.

#### 11.7 DBE Substitution/Termination

11.7.1 The Contractor shall not terminate a DBE subcontractor listed in Schedule 1, List of Proposed DBE Firms, without the Department's prior written consent, and unless the Department's consent is provided, the Contractor shall not be entitled to any payment or material unless it is performed by the DBE subcontractor originally designated to perform such work or supply such material. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm or with another DBE firm. The Contractor may only replace a DBE subcontractor for good cause set forth in 49 CFR Sec. 26.53.

11.7.2 Before transmitting a request to terminate and/or substitute a DBE subcontractor, the Contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE subcontractor five (5) days to: (i) respond to the Contractor's notice; and (ii) advise the Department and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Department should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g. safety), the Owner may provide a response period of less than five (5) days.

11.7.3 When a DBE subcontractor is terminated as provided in this Section 11.7, or fails to complete its work on this Contract for any reason and a DBE goal has been established, the Contractor shall use good faith efforts to find another DBE subcontractor. Contractor's good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under this Contract as the DBE that was terminated, to the extent needed to meet the DBE participation goal for this Contract. The Contractor shall submit the documentation of its good faith efforts within seven (7) days of the Department's request.

11.7.4 Failure of the Contractor to carry out the requirements of this Section 11.7 shall be considered a material breach of this Contract and may result in termination of this Contract in addition to any other remedies available under this Contract or the law.

11.7.5 In addition to post-award terminations, the provisions of this Section apply to pre-award deletions or substitutions of DBE firms listed in Schedule 1.

#### 11.8 Small Business Participation

In order to facilitate competition by Small Business Concerns as defined 49 CFR §26.5, Bidders shall take all reasonable steps to eliminate obstacles to their participation in this Contract, including, providing subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all work involved. Owner may require Contractor to provide evidence, reasonably satisfactory to Owner, that each Small Business Concern participating in this Contract satisfies the requirements established by 49 CFR §26.5. Contractor shall provide information requested pursuant to this Section 11.8 within ten (10) days within of Owner's written request.

### 12.0 PUBLIC BID DISCLOSURE COMPLIANCE FEES

12.1 All fees including, but not limited to, certificate of occupancy, permit fees, and inspection fees normally payable by the Contractor to the County by virtue of this project will be paid for by the

County upon 10 working days notification. Permits and fees which are required by any other governmental agency for the initial building permit fee have been paid for the County. Any sub-fees are the responsibility of the contractor. The requirement that all contractors and subcontractors of any tier be properly licensed or certified is not waived and no fees required to be paid by any contractor or subcontractor related to licensing and certification are being waived. All contractors and subcontractors, identified in the bid documents, who work in trades required to be licensed or certified by the Palm Beach County Construction Industry Licensing Board are required to have such licenses or certificates in place at the time of bid submission.

### **13.0 CRIMINAL HISTORY RECORDS CHECK**

- 13.1 Pursuant to Palm Beach County Code, Chapter 2, Article IX, Sections 2-371- 2-377, the County will conduct fingerprint based criminal history record checks on each person, not employed by the County, who provides or delivers goods and services for, to or on behalf of the County. A finger print based criminal history record check will be conducted on all employees and subcontractors of contractors, vendors, repair persons and delivery persons who are unescorted when entering a facility determined to be critical to public safety and security. County facilities which require this heightened level of security are identified in Resolution R2013-1470 and R2015-0572, and include Palm Beach International Airport, Palm Beach County Park Airport (Lantana), North Palm Beach County General Aviation Airport and Glades Airport (Pahokee). The Bidder understands that it is solely responsible for the financial, schedule and/or staffing implications of compliance with this Section, and represents and warrants that its bid price includes any direct or indirect costs (not including the FDLE/FBI fees which will be paid directly by the County) of compliance with this Section.

### **14.0 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

- 14.1 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 to audit, investigate, monitor, and inspect the activities of the Consultant, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.
- 14.2 Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor."

### **15.0 SCRUTINIZED COMPANIES**

- 15.1 As provided in F.S. 287.135, 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.
- 15.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in



The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

- 15.3 If the County determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

## **16.0 NON-DISCRIMINATION**

- 16.1 Non-Discrimination in County Contracts. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748 as amended. As part of such compliance, Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification or debarment of the Contractor from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 16.2 The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Contractor warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

## **17.0 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

- 17.1 Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Contractor certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

## **END OF INSTRUCTION TO BIDDERS**

## **BID FORM AND ATTACHMENTS CHECKLIST**

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## BID FORM

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

TO: Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

Ladies/Gentlemen:

Having carefully examined the Bid Documents and Drawings entitled **Air Cargo Access Improvements, Palm Beach International Airport**, Palm Beach County, Florida, as well as the premises and conditions affecting the work, and confirming that the sites were visited, if required, the undersigned hereby proposed to furnish all labor and material and to perform all work as required by and in strict accordance with the above-named documents for sums as indicated in Attachment No. 1 to this Bid Form entitled "Bid Price Form", which sums include all Federal, State and local taxes.

### **BID SECURITY:**

The undersigned acknowledges that it has included with its Bid the required Bid Security for not less than five percent (5%) of the total amount of its Bid.

### **ACCEPTANCE OF BID:**

The Bidder understands and agrees that the Owner reserves the right to accept or reject any or all bids submitted within one-hundred twenty (120) calendar days from date of bid opening. Bidder agrees that it will not withdraw its Bid for said period of time.

The Bidder understands and agrees that the Owner reserves the right to accept or reject any or all alternates, without regard to the listed order.

### **SUBCONTRACTORS AND PRIME CONTRACTOR WORK:**

For work performed by other than the Bidder's own organization, the undersigned has designated, on Attachment No. 3 to this Bid Form entitled "Designation of Subcontractors", certain firms as its subcontractors for portions of the work and further agrees that said subcontractors may not be changed without written consent of the Owner.

For work performed by the Bidder's own organization, the undersigned has designated on Attachment No. 4 to this Bid Form entitled "Prime Contractor Work", that portion of work performed by the bidder's direct hire forces.

**ADDENDA:**

It is agreed that the undersigned has received all addenda complete as issued by the Owner and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum # \_\_\_\_\_ dated \_\_\_\_\_  
Addendum # \_\_\_\_\_ dated \_\_\_\_\_  
Addendum # \_\_\_\_\_ dated \_\_\_\_\_  
Addendum # \_\_\_\_\_ dated \_\_\_\_\_  
Addendum # \_\_\_\_\_ dated \_\_\_\_\_

**TIME:**

Time is of the essence. The undersigned Bidder agrees that, if awarded the Contract hereunder it shall commence the work to be performed under the Contract on the date set by the Owner in its written notice to proceed, continuing the work with diligence and shall complete the entire work per Attachment No. 2 to this Bid Form. The undersigned agrees that, if awarded the Contract, it will complete said separable portions of work in accordance with such milestone dates.

Concurrent with the posting, the lowest, responsive, responsible Bidder will be provided a Notice of Intent to Award and four copies (4) copies of the Contract and its Attachments for execution. Failure of the Bidder to return same, fully executed, with all required insurance certificates within fourteen (14) calendar days may result in contract being awarded to the next lowest, responsive, responsible Bidder and forfeiture of Bid Bond.

If the undersigned is notified of the acceptance of this bid, it agrees to execute within fourteen (14) calendar days, a Contract for the above work, complete with all required insurance certificates and bond forms.

Respectfully Submitted,

\_\_\_\_\_  
(Name of Bidding Firm)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signer's name)      (Title)      (Date)      (Address, Email, and Telephone No.)

**FLORIDA STATE CONTRACTOR DATA:**

Bidder's  
License Number: \_\_\_\_\_

Classification: \_\_\_\_\_

**BID PRICE FORM**  
**(Attachment No. 1 To The Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

THIS PAGE MUST ACCOMPANY THE BID FORM IN THE MANNER SPECIFIED BELOW, AND EACH SPACE MUST BE COMPLETED.

Contractor shall provide in the appropriate spaces of the bid form the unit price(s) and lump sums prices(s), based on the description indicated for that item, the Total Amount of each item in numerical figures and the Total Amount Bid for the entire work.

It is the intent of the OWNER to award the Base Bid. If a contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder the OWNER chooses, whose evaluation by the Owner indicates to the OWNER that the award will be in the best interests of the project.

**BID PRICE FORM  
ATTACHMENT NO. 1 TO THE BID FORM**

Bid Number: PB 25-9

Date:

Feb-26

BASE CONTRACT BID						
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
1	0102-1	MAINTENANCE OF TRAFFIC	DA	158		
2	0102-60	WORK ZONE SIGN	ED	1,499		
3	0102-71-16	TEMPORARY BARRIER, F&I, FREE STANDING	LF	1,093		
4	0102-71-26	TEMPORARY BARRIER, RELOCATE, FREE STANDING	LF	432		
5	0102-74-1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	742		
6	0102 76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	100		
7	0102-89-1	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION	LO	2		
8	0102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	475		
9	0102-115	TYPE III BARRICADE	ED	252		
10	0104-10-3	SEDIMENT BARRIER	LF	4,000		
11	0104-18	INLET PROTECTION SYSTEM	EA/LS	5		
12	0110-1-1	CLEARING & GRUBBING	AC	1,100		
13	0120 -1	REGULAR EXCAVATION	CY	1,000		
14	0120-6	EMBANKMENT	CY	300		
15	0160-4	TYPE B STABILIZATION	SY	2,900		
16	0285-709	OPTIONAL BASE, BASE GROUP 09	SY	2,500		
17	0327-70-5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY	3,200		

**BID PRICE FORM  
ATTACHMENT NO. 1 TO THE BID FORM**

Bid Number: PB 25-9

Date:

Feb-26

BASE CONTRACT BID						
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
18	0334 -1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	620		
19	0337-7-82	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-9.5	TN	160		
20	0425-4	INLETS, ADJUST	EA	1		
21	0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	250		
22	0570-1-2	PERFORMANCE TURF, SOD	LS	1		
23	0710-11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6" (MOT)	GM	1.1000		
24	0710-11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24" (MOT)	LF	70.0000		
25	0710-11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6" (MOT)	GM	0.4000		
26	0710-11241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6" (MOT)	GM	0.0100		
27	0700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	15		
28	0700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	3		
29	0700-1-50	SINGLE POST SIGN, RELOCATE	AS	1		
30	0700-1-60	SINGLE POST SIGN, REMOVE	AS	17		
31	0700-2-11	MULTI- POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	1		
32	0700-2-12	MULTI- POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	2		
33	0700-2-60	MULTI- POST SIGN, REMOVE	AS	3		
34	0700-3-206	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 101-200 SF	EA	1		

**BID PRICE FORM  
ATTACHMENT NO. 1 TO THE BID FORM**

Bid Number: PB 25-9

Date:

Feb-26

BASE CONTRACT BID						
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
35	0700-4-113	OVERHEAD STATIC SIGN STRUCTURE, FURNISH & INSTALL, CANTILEVER, 31-40 FT	EA	1		
36	0700-4-611	OVERHEAD STATIC SIGN STRUCTURE, SHALLOW FOUNDATION REMOVAL, CANTILEVER	EA	1		
37	0700-4-621	OVERHEAD STATIC SIGN STRUCTURE, SHALLOW FOUNDATION REMOVAL, SPAN	EA	1		
38	0704-1-4	TUBULAR MARKER, 36" YELLOW POST	EA	30		
39	0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.465		
40	0710-11-102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	GM	0.016		
41	0710-11-103	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE MARKINGS, 12"	GM	0.096		
42	0710-11-124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	441.000		
43	0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	25.000		
44	0710-11-131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	GM	0.123		
45	0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	3.000		
46	0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.304		
47	0710-11-202	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	GM	0.014		
48	0710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	206.000		
49	0706-1-3	RETRO-REFLECTIVE PAVEMENT MARKER	EA	140.000		
50	0711-11-103	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR INTERCHANGE MARKINGS	GM	0.096		
51	0711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	441.000		



**BID PRICE FORM  
ATTACHMENT NO. 1 TO THE BID FORM**

Bid Number: PB 25-9

Date:

Feb-26

BASE CONTRACT BID						
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
52	0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	25.000		
53	0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	3.000		
54	0711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	602.320		
55	0711-14-660	THERMOPLASTIC, PREFORMED, MULTI COLOR ROUTE SHIELD	EA	1.000		
56	0711-15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	0.465		
57	0711-15-102	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID, 8"	GM	0.016		
58	0711-15-131	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	GM	0.123		
59	0711-15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0.304		
60	0711-15-202	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES YELLOW, SOLID, 8"	GM	0.014		
61		GENERAL SITE WORK/DEMOLITION/ROOT PRUNNING/CLEARING AND GRUBBING	SF	18,922		
62		REMOVAL EXISTING TREES	EA	20		
63		SINGLE TRUNK PALM RELOCATION (ON-SITE) <15, CT	EA	1		
64		SINGLE TRUNK PALM RELOCATION (ON-SITE) >15, CT	EA	1		
65		TREE PRESERVATION FENCING	LF	2,403		
66		LIVE OAK - 16'-18' HT, 6" CAL	EA	11		
67		SOD - ST. AUGUSTINE GRASS	SF	44,117		
68	260000-1	ONE 1" SCHEDULE 40 PVC CONDUIT DIRECT BURIED IN EARTH, COMPLETE IN PLACE.	LF	75		

**BID PRICE FORM  
ATTACHMENT NO. 1 TO THE BID FORM**

Bid Number: PB 25-9

Date:

Feb-26

BASE CONTRACT BID						
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
69	260000-2	ONE 2" SCHEDULE 40 PVC CONDUIT DIRECT BURIED IN EARTH, COMPLETE IN PLACE.	LF	25		
70	260000-3	ONE 2" HDPE/SCHEDULE 40 PVC CONDUIT DIRECTIONAL BORED 48" DEEP BENEATH EXISTING PAVEMENT, COMPLETE IN PLACE.	LF	200		
71	260000-4	#6, XHHW CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT SYSTEM, COMPLETE IN PLACE.	LF	900		
72	260000-5	ROADWAY LIGHT FIXTURE, BRACKET ARM, POLE AND CONCRETE BASE INSTALLED IN EARTH, COMPLETE IN PLACE.	EA	1		
73	260000-6	PULL BOX 13"X24"X12" WITH TRAFFIC RATED COVER INSTALLED IN EARTH, COMPLETE IN PLACE.	EA	1		
74	260000-7	REMOVE LIGHT POLE AND CONCRETE BASE, COMPLETE.	EA	1		
75	0101-1	MOBILIZATION	LS	1		
TOTAL BID AMOUNT, BASE BID = \$						

\_\_\_\_\_  
Name of Bidder/Contractor

\_\_\_\_\_  
Signature of Officer

Provide, in the appropriate spaces of the Bid Price Form, the unit price(s) and lump sum prices(s), based on the description indicated for that item, the Total Amount of each item in numerical figures and the Total Amount Bid for the entire work.

The Bid includes the work as described in the plan sheets and specifications for the Project project, and shall include all costs to complete the project in accordance with the contract documents.

This is a UNIT PRICE Contract

**BID PRICE FORM  
ATTACHMENT NO. 1 TO THE BID FORM**

Bid Number: PB 25-9

Date:

Feb-26

<b>BID ALTERNATE CONTRACT BID</b>						
<b>Bid Item</b>	<b>Specification No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (Dollars-Cents)</b>	<b>Total Amount (Dollars-Cents)</b>
1	0102-1	MAINTENANCE OF TRAFFIC	DA	126		
2	0102-60	WORK ZONE SIGN	ED	3,024		
3	0102-74-1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	4,608		
4	0102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	182		
5	0102-115	TYPE III BARRICADE	ED	196		
6	0104-10-3	SEDIMENT BARRIER	LF	4,800		
7	0104-18	INLET PROTECTION SYSTEM	EA/LS	7		
8	0110-1-1	CLEARING & GRUBBING	AC/SY	0.280		
9	0120 -1	REGULAR EXCAVATION	CY	710		
10	0120-4	SUBSOIL EXCAVATION	CY	552		
11	0120-6	EMBANKMENT	CY	458		
12	0160-4	TYPE B STABILIZATION	SY	1,368		
13	0285-709	OPTIONAL BASE, BASE GROUP 09	SY	1,245		
14	0285-713	OPTIONAL BASE, BASE GROUP 13	SY	123		
15	0327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	438		
16	0327-70-5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY	9,287		
17	0334 -1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	1,184		

**BID PRICE FORM  
ATTACHMENT NO. 1 TO THE BID FORM**

Bid Number: PB 25-9

Date:

Feb-26

<b>BID ALTERNATE CONTRACT BID</b>						
<b>Bid Item</b>	<b>Specification No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (Dollars-Cents)</b>	<b>Total Amount (Dollars-Cents)</b>
18	0337-7-82	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-9.5	TN	31		
19	0339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	27		
20	0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	100		
21	0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	56		
22	0527-2	DETECTABLE WARNINGS	SF	42		
23	0536-1-0	GUARDRAIL - ROADWAY, GENERAL/LOW SPEED TL-2	LF	650		
24	0536-85-20	GUARDRAIL END TREATMENT- TRAILING ANCHORAGE	EA	3		
25	0536-85-24	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	EA	3		
26	0570-1-2	PERFORMANCE TURF, SOD	LS	1		
27	0700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	10		
28	0700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	7		
29	0700-1-60	SINGLE POST SIGN, REMOVE	AS	9		
30	0700-2-11	MULTI- POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	3		
31	0700-2-12	MULTI- POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	2		
32	0700-2-60	MULTI- POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	5		
33	0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	120		
34	0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	1.190		

**BID PRICE FORM  
ATTACHMENT NO. 1 TO THE BID FORM**

Bid Number: PB 25-9

Date:

Feb-26

<b>BID ALTERNATE CONTRACT BID</b>						
<b>Bid Item</b>	<b>Specification No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (Dollars-Cents)</b>	<b>Total Amount (Dollars-Cents)</b>
35	0710-11-124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	495.600		
36	0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	119.880		
37	0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	2.000		
38	0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	1.320		
39	0710-12-231	PAINTED PAVEMENT MARKINGS, DURABLE, YELLOW, SKIP, 6"	GM	0.045		
40	0711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	495.600		
41	0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	119.880		
42	0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	2.000		
43	0711-15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	1.190		
44	0711-15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	1.080		
45	0711-15-231	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.046		
46	26 00 00-1	ONE 1" SCHEDULE 40 PVC CONDUIT DIRECT BURIED IN EARTH, COMPLETE IN PLACE.	LF	52		
47	26 00 00-4	#6, XHHW CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT SYSTEM, COMPLETE IN PLACE.	LF	756		
48	26 00 00-5	ROADWAY LIGHT FIXTURE, BRACKET ARM, POLE AND CONCRETE BASE INSTALLED IN EARTH, COMPLETE IN PLACE.	EA	1		
49	26 00 00-6	PULL BOX 13"X24"X12" WITH TRAFFIC RATED COVER INSTALLED IN EARTH, COMPLETE IN PLACE.	EA	1		
50	26 00 00-7	REMOVE LIGHT POLE AND CONCRETE BASE, COMPLETE.	EA	1		
51	0101-1	MOBILIZATION	LS	1		

**BID PRICE FORM  
ATTACHMENT NO. 1 TO THE BID FORM**

Bid Number: PB 25-9

Date: Feb-26

BID ALTERNATE CONTRACT BID						
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
TOTAL BID AMOUNT, BID ALTERNATE CONTRACT BID = \$						

TOTAL BID AMOUNT, BASE BID + BID ALTERNATE CONTRACT BID = \$	
--	--

\_\_\_\_\_  
Name of Bidder/Contractor

\_\_\_\_\_  
Signature of Officer

Provide, in the appropriate spaces of the Bid Price Form, the unit price(s) and lump sum prices(s), based on the description indicated for that item, the Total Amount of each item in numerical figures and the Total Amount Bid for the entire work.

The Bid includes the work as described in the plan sheets and specifications for the Project project, and shall include all costs to complete the project in accordance with the contract documents.

This is a UNIT PRICE Contract

**MILESTONE AND DAMAGES DATA**  
**(Attachment No. 2 To The Bid Form)**

THIS FORM MUST ACCOMPANY BID FORM AND MUST BE COMPLETED AS APPLICABLE.

It is a requirement of this contract that items listed in Attachment No. 1 to the Bid Form are to be sequenced and scheduled as herein stipulated.

PROJECT NAME: **Air Cargo Access Improvements**

1. The Contractor may not proceed with the project without prior written authorization from the Owner. This authorization shall be called **NOTICE TO PROCEED**.
2. Due to the Owner's constraints and overall project completion, the Contractor shall substantially complete the project **within the number of calendar days from the Construction Notice-to-Proceed shown in the table below calendar days from the Notice-to-Proceed**.

<b>Base Bid</b>	<b>158</b>
<b>Base Bid (158) + Bid Alternative (56)</b>	<b>214</b>

Should the contractor fail to complete the time-limited work by the timeframes specified, the Owner will suffer damages and will be entitled to **LIQUIDATED DAMAGES** in the amounts specified below per calendar day past the contract completion date.

3. Procurement Phase. All necessary submittals including but not limited to construction schedule, specification items to complete first phase of work, Safety Plan Compliance Document (SPCD), Quality Control Plan (QCP), sample pay application; submittal approvals; permits; and other incidentals including in place subcontracting agreements for bid subcontractors or qualified alternates, necessary to the start of construction work in this Contract shall be completed and accepted within the number of Calendar Days referenced below from the date of Notice to Proceed. This time is inclusive of Owner and Engineer review time not to exceed fifteen (15) Calendar Days for each submittal and subsequent resubmittal as necessary. Should the Contractor fail to complete the work by the timeframe specified, the Owner will suffer damages and will be entitled to Liquidated Damages in the amounts specified.
4. Final Acceptance. In accordance with F.S. 218.70 et seq, the Local Government Prompt Payment Act, the A/E shall prepare the punch list within 30 calendar days from substantial completion for contracts less than \$10,000,000.00 and 60 calendar days from substantial completion for contracts greater than \$10,000,000.00. 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.

<b>WORK AREA DURATION LIMITS AND LIQUIDATED DAMAGES FOR DELAY-BASE BID</b>		
<i>PHASE</i>	<i>GENERAL PROJECT &amp; INDIVIDUAL WORK AREA TIME LIMITS</i>	<i><b>LIQUIDATED DAMAGES</b> Cal = CALENDAR</i>
Administrative/Procurement Phase	60 Calendar Days from Admin. NTP date	<b>\$500 per Cal Day</b>
<i>Construction NTP issued following Admin. Procurement Phase completed</i>		
Phase 1A	14 Calendar Days	<b>\$500 per Cal Day</b>
Phase 1B	21 Calendar Days	<b>\$500 per Cal Day</b>
Phase 1C	28 Calendar Days	<b>\$500 per Cal Day</b>
Phase 2	95 Calendar Days	<b>\$500 per Cal Day</b>
Construction NTP to Substantial Completion	158 Calendar Days	<b>\$500 per Cal Day</b>
Substantial Completion to Final Acceptance	30 Calendar Days	<b>\$500 per Cal Day</b>
Total Project Days (From Admin NTP through Final Acceptance)	248 Calendar Days	

<b>WORK AREA DURATION LIMITS AND LIQUIDATED DAMAGES FOR DELAY-BID ALTERNATE</b>		
<i>PHASE</i>	<i>GENERAL PROJECT &amp; INDIVIDUAL WORK AREA TIME LIMITS</i>	<i><b>LIQUIDATED DAMAGES</b> Cal = CALENDAR</i>
Administrative/Procurement Phase <i>(if Bid Alternate is awarded Admin./Procure. Phase will be included under the Base Bid as shown above)</i>	Shown in Base Bid Table	See Above
<i>Construction NTP issued following Admin. Procurement Phase completed</i>		
Phase 1A	28 Calendar Days	<b>\$500 per Cal Day</b>
Phase 1B	7 Calendar Days	<b>\$500 per Cal Day</b>
Phase 1C	7 Calendar Days	<b>\$500 per Cal Day</b>
Phase 1D	14 Calendar Days	<b>\$500 per Cal Day</b>
Construction NTP to Substantial Completion	56 Calendar Days	<b>\$500 per Cal Day</b>
Substantial Completion to Final Acceptance	30 Calendar Days	<b>\$500 per Cal Day</b>
Total Project Days (From Admin NTP through Final Acceptance)	86 Calendar Days	

Name of Bidder: \_\_\_\_\_



**DESIGNATION OF SUBCONTRACTORS**  
**(Attachment No. 3 To The Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

The Prime Contractor shall perform a minimum of 25% of the work with his own direct hire forces. Subcontractors to be utilized on the project **shall** be identified for the trades listed below. If Bidder is to self-perform any of the trades, the Bidder shall list its own name on the appropriate line. Per Instructions to Bidders, Para 2.3, the Contracting License/Certification number for each subcontractor (or Bidder where appropriate) shall be listed as well. The Contractor shall complete all categories that apply. Categories that do not apply shall be marked "N/A". Suppliers of off-site fabricators are not to be listed.

The purpose of this list is to discourage "sub-shopping" in general, and to provide a basis for the implementation of the substitution provisions of this Contract (Instruction to Bidders 2.3). The receipt of this Attachment in no way constitutes approval or disapproval by the County of any subcontractor listed. Failure to furnish all information may result in rejection of Bid.

The following subcontractors will be used if the undersigned is awarded the contract

\*Ref [http://www.pbcgov.com/pzb/Contractors/licensing\\_competency\\_list.pdf](http://www.pbcgov.com/pzb/Contractors/licensing_competency_list.pdf) for licensing requirements.

<b>Description of Work to be Performed</b>	<b>Name</b>	<b>License or Certification Number*</b>	<b>Percentage of Work</b>
Earthwork			
Underground Utilities			
Asphaltic Paving			
Painting/Marking			
Electrical			
Quality Control Testing			
Structural Steel			
Signing			
Drainage			
Concrete / Formwork			
<b>PERCENT OF WORK TO BE PERFORMED BY SUBCONTRACTORS:</b>			<b>%</b>

Name of Bidder: \_\_\_\_\_

**PRIME CONTRACTOR WORK**  
**(Attachment No. 4 To The Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

THIS FORM MUST ACCOMPANY BID FORM AND MUST BE COMPLETED AS APPLICABLE.

The Prime Contractor shall perform a minimum of 25% of the work with his own direct hire forces. That portion of the work which will be performed by the Prime Contractor is as follows:

	<u>DESCRIPTION OF WORK</u>	<u>CONTRACT AMOUNT</u>
1.		\$
2		\$
3		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
<u>TOTAL DOLLAR VALUE OF PRIME CONTRACTOR WORK:</u>		\$
<u>PERCENT OF WORK TO BE PERFORMED BY PRIME CONTRACTOR:</u>		%

Name of Bidder: \_\_\_\_\_

BIDDER'S LICENSE NUMBER: \_\_\_\_\_

BIDDER'S CERTIFICATION NUMBER: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

**BID BOND**  
**(Attachment No. 5 To The Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

STATE OF FLORIDA                     )  
  )  
COUNTY OF PALM BEACH            )

KNOW ALL PERSONS BY THESE PRESENTS: That we, \_\_\_\_\_ (hereinafter called "Principal"), and \_\_\_\_\_ (hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision in the State of Florida, (hereinafter called "County") in the sum of: \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor, materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete: "Palm Beach County Project No. **PB 25-9, Air Cargo Access Improvements, Palm Beach International Airport (PBI)** in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if given letter of Intent to Award the Contract, enter into a written contract with Palm Beach County, a Political Subdivision of the State of Florida, and furnish a contract bond in an amount equal to one hundred percent (100%) of the total contract, within fourteen (14) consecutive calendar days after written notice having been given the Intent to Award Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the bid of the "Principal" herein be accepted and said "Principal", within fourteen (14) consecutive calendar days after written notice being given of such acceptance, enter into a written contract with Palm Beach County, a Political Subdivision of the State of Florida, and delivers the required construction bonds and insurance certificates, then this obligation shall be void, otherwise the sum herein stated upon demand of said "County", shall be paid to the County in good and lawful money of the United States of America, as liquidated damages, and not a penalty, for failure of said "Principal."

**BID BOND (Continued)**  
**(Attachment No. 5 To The Bid Form)**

IN WITNESS WHEREOF, the said \_\_\_\_\_ as "Principal" herein, has caused these presents to be signed in its name, by its \_\_\_\_\_ and attested by its \_\_\_\_\_, under the corporate seal, and the said \_\_\_\_\_, as "Surety" herein, has caused these presents to be signed in its name, by its \_\_\_\_\_, and attested by its corporate Seal, this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

ATTEST:  
(SEAL)

\_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

(PRINCIPAL)

BY:

ATTEST:  
(SEAL)

\_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
(SURETY)

Name of Bidder: \_\_\_\_\_

**PARTNERSHIP CERTIFICATE**  
**(Attachment No. 6a To The Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

STATE OF FLORIDA                     )  
  )  
COUNTY OF PALM BEACH            )

\_\_\_\_\_, being first duly sworn, deposes and says; that he/she is a member of the partnership firm designated as \_\_\_\_\_ and named in the foregoing Contract. That he/she has been duly vested with authority to make and sign instruments for the partnership by \_\_\_\_\_, who constitute the other members of the partnership.

\_\_\_\_\_  
Signature

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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 and who did (did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**  
**(Attachment No. 6b To The Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Manager of \_\_\_\_\_, a limited liability company organized and existing in good standing under the laws of the State of \_\_\_\_\_ hereinafter referred to as the "LLC", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Managers of the LLC as the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in accordance with the laws of the State of the state of organization of the LLC, the Operating Agreement of the LLC.

RESOLVED, that the LLC shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the LLC, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that \_\_\_\_\_ (name), the \_\_\_\_\_ (title) of the LLC, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the LLC to fulfill its obligations under the Agreement.

2. That the foregoing resolutions were passed with the required LLC formalities and have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the LLC is in good standing under the laws of the State of Florida or its state of organization, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

**IN WITNESS WHEREOF**, the undersigned has set his hand the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Signatory's name  
Its Manager)

**SWORN TO (OR AFFIRMED) AND SUBSCRIBED** before me by means of [ ☐ ] physical presence or [ ☐ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the Manager of the aforesaid corporation, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(Print Notary's Name) **NOTARY PUBLIC**  
State of Florida at Large  
My Commission Expires:

Name of Bidder: \_\_\_\_\_

**STATEMENT OF PARTICIPATION IN CONTRACTS SUBJECT TO NON-DISCRIMINATION  
CLAUSE  
(Attachment No. 7 To The Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

The Bidder shall complete the following statement by checking the appropriate boxes:

The Bidder has (    ) has not (    ) participated in a previous contract subject to the non-discrimination clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder has (    ) has not (    ) submitted all compliance reports in connection with any such contract, due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated previously in a contract subject to the non-discrimination clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report, EEO-1" prior to the award of the Contract.

By: \_\_\_\_\_

(Signature and Title)

Name of Bidder: \_\_\_\_\_

**SCHEDULE 1 - BASE BID (Attachment No. 8 to the Bid Form)**  
**LIST OF PROPOSED DBE FIRMS (USE ADDITIONAL SHEETS AS NECESSARY)<sup>1</sup>**

Project/Bid Name: \_\_\_\_\_  
 Name of Prime Bidder: \_\_\_\_\_  
 Contract Person: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone No: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

Name, Address & Phone No. of DBE Firm <sup>3</sup>	Description of Type of Work	Classification <sup>4</sup>	Dollar Amount (\$) <sup>2,4</sup>
	NAICS Code(s):	<input type="checkbox"/> Prime Contractor	
		<input type="checkbox"/> Subcontractor	
	Description of Type of Work:	<input type="checkbox"/> Supplier	
		<input type="checkbox"/> Manufacturer	
		<input type="checkbox"/> Distributor	
			\$
	NAICS Code(s):	<input type="checkbox"/> Prime Contractor	
		<input type="checkbox"/> Subcontractor	
	Description of Type of Work:	<input type="checkbox"/> Supplier	
		<input type="checkbox"/> Manufacturer	
		<input type="checkbox"/> Distributor	
			\$
	NAICS Code(s):	<input type="checkbox"/> Prime Contractor	
		<input type="checkbox"/> Subcontractor	
	Description of Type of Work:	<input type="checkbox"/> Supplier	
		<input type="checkbox"/> Manufacturer	
		<input type="checkbox"/> Distributor	
			\$
	NAICS Code(s):	<input type="checkbox"/> Prime Contractor	
		<input type="checkbox"/> Subcontractor	
	Description of Type of Work:	<input type="checkbox"/> Supplier	
		<input type="checkbox"/> Manufacturer	
		<input type="checkbox"/> Distributor	
			\$
			\$

Notes:

- This form must be completed if a DBE goal has been established. If no DBE Goal has been established for this solicitation and Bidder is not proposing to utilize DBE firms, this form is not required to be submitted by Bidder.**
- The amounts listed on this form for each DBE Firm must be supported by the price included on Schedule 2, "Letter of Intent to Perform as a Disadvantaged Business Enterprise", in order to be counted toward attainment of the DBE goal.
- Firms identified on this form must be certified as a DBE by the State of Florida's Unified Certification Program. Certification status can be verified on the Florida Department of Transportation's DBE Directory (<https://fdotewp1.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>)
- If materials or supplies are proposed to be purchased from a DBE regular dealer, participation should be adjusted in accordance with 49 CFR §26.53(c) and §26.55(e) (see DBE Regular Dealer/Distributor Form). Amounts listed on Schedule "2" should reflect the full expenditure (i.e., do not reduce supplier's quote).

By signing this form the undersigned Bidder is committing to utilize the above referenced DBE Firms and that the Bidder will monitor the DBE Firms to ensure that the work is actually performed by the by the DBE Firms. The Bidder understands that if it is awarded a contract resulting from this procurement, it must enter into a subcontract with the DBE firm(s) identified above that is representative of the type and amount of work listed. The Bidder understands that upon submitting this form with its proposal, it may not substitute or terminate any DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

By: \_\_\_\_\_  
 Signature

Print Name/Title of Person Executing on Behalf of the Prime Bidder



**SCHEDULE 1 - BID ALTERNATE (Attachment No. 8 to the Bid Form)**  
**LIST OF PROPOSED DBE FIRMS (USE ADDITIONAL SHEETS AS NECESSARY)<sup>1</sup>**

Project/Bid Name: \_\_\_\_\_  
 Name of Prime Bidder: \_\_\_\_\_  
 Contract Person: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone No: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

Name, Address & Phone No. of DBE Firm <sup>3</sup>	Description of Type of Work	Classification <sup>4</sup>	Dollar Amount (\$) <sup>2,4</sup>
	NAICS Code(s):	<input type="checkbox"/> Prime Contractor	
		<input type="checkbox"/> Subcontractor	
	Description of Type of Work:	<input type="checkbox"/> Supplier	
		<input type="checkbox"/> Manufacturer	
		<input type="checkbox"/> Distributor	
			\$
	NAICS Code(s):	<input type="checkbox"/> Prime Contractor	
		<input type="checkbox"/> Subcontractor	
	Description of Type of Work:	<input type="checkbox"/> Supplier	
		<input type="checkbox"/> Manufacturer	
		<input type="checkbox"/> Distributor	
			\$
	NAICS Code(s):	<input type="checkbox"/> Prime Contractor	
		<input type="checkbox"/> Subcontractor	
	Description of Type of Work:	<input type="checkbox"/> Supplier	
		<input type="checkbox"/> Manufacturer	
		<input type="checkbox"/> Distributor	
			\$
	NAICS Code(s):	<input type="checkbox"/> Prime Contractor	
		<input type="checkbox"/> Subcontractor	
	Description of Type of Work:	<input type="checkbox"/> Supplier	
		<input type="checkbox"/> Manufacturer	
		<input type="checkbox"/> Distributor	
			\$
			\$

Notes:

- This form must be completed if a DBE goal has been established. If no DBE Goal has been established for this solicitation and Bidder is not proposing to utilize DBE firms, this form is not required to be submitted by Bidder.**
- The amounts listed on this form for each DBE Firm must be supported by the price included on Schedule 2, "Letter of Intent to Perform as a Disadvantaged Business Enterprise", in order to be counted toward attainment of the DBE goal.
- Firms identified on this form must be certified as a DBE by the State of Florida's Unified Certification Program. Certification status can be verified on the Florida Department of Transportation's DBE Directory (<https://fdotewp1.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>)
- If materials or supplies are proposed to be purchased from a DBE regular dealer, participation should be adjusted in accordance with 49 CFR §26.53(c) and §26.55(e) (see DBE Regular Dealer/Distributor Form). Amounts listed on Schedule "2" should reflect the full expenditure (i.e., do not reduce supplier's quote).

By signing this form the undersigned Bidder is committing to utilize the above referenced DBE Firms and that the Bidder will monitor the DBE Firms to ensure that the work is actually performed by the by the DBE Firms. The Bidder understands that if it is awarded a contract resulting from this procurement, it must enter into a subcontract with the DBE firm(s) identified above that is representative of the type and amount of work listed. The Bidder understands that upon submitting this form with its proposal, it may not substitute or terminate any DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

By: \_\_\_\_\_  
 Signature

Print Name/Title of Person Executing on Behalf of the Prime Bidder

**SCHEDULE 2 – BASE BID**  
**(Attachment 9 to the Bid Form)**  
**LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE**

Project/Bid No.: \_\_\_\_\_ Project/Bid Name: \_\_\_\_\_

Change Order/Task/Amendment No. (if applicable): \_\_\_\_\_

Name of Prime Bidder: \_\_\_\_\_

Name of DBE Firm: \_\_\_\_\_

**The undersigned is certified as a Disadvantaged Business Enterprise by the State of Florida's Unified Certification Program. Check one or more classifications as applicable:**

☐ Prime Contractor   ☐ Subcontractor   ☐ Supplier: Manufacturer/Regular Dealer/Distributor (See 49 CFR §26.55.)<sup>1</sup>  
(Circle Category: Complete Regular Dealer/Distributor Affirmation Form if required)

**The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):**

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
			\$	\$
			\$	\$
			\$	\$
			\$	\$

\_\_\_\_\_

\_\_\_\_\_

at the following price<sup>2</sup>: \$ \_\_\_\_\_  
(Subcontractor/Supplier's Quote)

**and will enter into a formal agreement for work with the Prime Bidder conditioned upon execution of a contract with Palm Beach County.**

**If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following<sup>3</sup>:**

_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE

**The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above, and is properly certified to be counted for DBE participation noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.**

\_\_\_\_\_  
Printed Name and Title

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

<sup>1</sup>-Regular Dealer/Distributors should complete the Regular Dealer/Distributor Affirmation Form and attach to this Schedule 2. The Department may request submission following bid opening if omitted. Bidders shall have two (2) business days to submit the required form following the Department's request.

<sup>2</sup> Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.

<sup>3</sup> Total participation will be reduced for by non-DBE subcontracts, if any.

**SCHEDULE 2 – BID ALTERNATE**  
**(Attachment 9 to the Bid Form)**  
**LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE**

Project/Bid No.: \_\_\_\_\_ Project/Bid Name: \_\_\_\_\_

Change Order/Task/Amendment No. (if applicable): \_\_\_\_\_

Name of Prime Bidder: \_\_\_\_\_

Name of DBE Firm: \_\_\_\_\_

**The undersigned is certified as a Disadvantaged Business Enterprise by the State of Florida's Unified Certification Program. Check one or more classifications as applicable:**

☐ Prime Contractor   ☐ Subcontractor   ☐ Supplier: Manufacturer/Regular Dealer/Distributor (See 49 CFR §26.55.)<sup>1</sup>  
(Circle Category: Complete Regular Dealer/Distributor Affirmation Form if required)

**The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):**

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
			\$	\$
			\$	\$
			\$	\$
			\$	\$

\_\_\_\_\_

\_\_\_\_\_

at the following price<sup>2</sup>: \$ \_\_\_\_\_  
(Subcontractor/Supplier's Quote)

**and will enter into a formal agreement for work with the Prime Bidder conditioned upon execution of a contract with Palm Beach County.**

**If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following<sup>3</sup>:**

_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE

**The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above, and is properly certified to be counted for DBE participation noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.**

\_\_\_\_\_  
Printed Name and Title

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

<sup>1</sup>-Regular Dealer/Distributors should complete the Regular Dealer/Distributor Affirmation Form and attach to this Schedule 2. The Department may request submission following bid opening if omitted. Bidders shall have two (2) business days to submit the required form following the Department's request.

<sup>2</sup> Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.

<sup>3</sup> Total participation will be reduced for by non-DBE subcontracts, if any.

**BASE BID**  
**DBE Regular Dealer/Distributor Form**  
(Attachment No. 9a to the Bid Form)

OMB Approval Pending 04/17/2024



U.S. Department of  
Transportation

**DBE Regular Dealer/Distributor  
Affirmation Form**

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(v)(A), (B), (C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

**DISCLAIMER:** This form has not yet received OMB/PRA approval and is subject to change. We are making it available for your voluntary use.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?

☐ YES ☐ NO (If "YES," Go to Question 2. If "NO" Continue.)

- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

☐ YES ☐ NO<sup>1</sup> (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**

<sup>1</sup> If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

☐ YES ☐ NO<sup>1</sup>

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

<sup>1</sup> If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacturer's facility)?

☐ YES<sup>2</sup> ☐ NO<sup>3</sup>

- a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased?

☐ YES<sup>2</sup> ☐ NO<sup>3</sup>

<sup>2</sup> If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

<sup>3</sup> If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

**BID ALTERNATE**  
**DBE Regular Dealer/Distributor Form**  
**(Attachment No. 9a to the Bid Form)**

OMB Approval Pending 04/17/2024



U.S. Department of  
Transportation

**DBE Regular Dealer/Distributor  
Affirmation Form**

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(v)(A), (B), (C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

**DISCLAIMER:** This form has not yet received OMB/PRA approval and is subject to change. We are making it available for your voluntary use.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?

☐ YES ☐ NO (If "YES," Go to Question 2. If "NO" Continue.)

- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

☐ YES ☐ NO<sup>1</sup> (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**

<sup>1</sup> If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

☐ YES ☐ NO<sup>1</sup>

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

<sup>1</sup> If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacturer's facility)?

☐ YES<sup>2</sup> ☐ NO<sup>3</sup>

- a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased?

☐ YES<sup>2</sup> ☐ NO<sup>3</sup>

<sup>2</sup> If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

<sup>3</sup> If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:



**SCHEDULE 3 DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE DBE GOAL**  
**(Attachment No. 10 To The Bid Form)**  
**(Base Bid and Bid Alternate)**  
**REQUIRED IF DBE GOAL HAS BEEN ESTABLISHED**

Project/Bid No.: PB 25-9

Date: \_\_\_\_\_

Project Name: Air Cargo Access Improvements

Bidder Name: \_\_\_\_\_

The undersigned Bidder intends to satisfy the requirements of the Invitation to Bid related to Disadvantaged Business Enterprise (DBE) utilization in the following manner: **(Check applicable box and insert the DBE participation percentage in order to be deemed responsive)**

☐ The Bidder has committed to a minimum of \_\_\_\_\_ %<sup>1</sup> DBE utilization on this Project.  
(Complete blank – if the percentage will equal or exceed the DBE goal.)

☐ If unable to meet the DBE goal of the Bidder has committed to a minimum of \_\_\_\_\_ %<sup>1</sup> DBE utilization on this Project and will demonstrate its good faith efforts to achieve the DBE goal. (Complete blank – if percentage is less than the DBE goal.)

By: \_\_\_\_\_

Signature

Print Name/Title: \_\_\_\_\_

<sup>1</sup> The percentage committed to on this form must be supported by the dollar amounts listed on Schedules 1 and 2. Errors in calculating the DBE percentage may result in a correction of the DBE percentage pursuant to Section 11.4 of the Instructions to Bidders. In the event the DBE goal is not achieved, failure to submit evidence of good faith efforts shall cause the bid submitted by the Bidder to be nonresponsive to the Invitation to Bid.

**THE REMAINDER OF THIS FORM MUST BE COMPLETED IF A DBE GOAL HAS BEEN ESTABLISHED FOR THIS SOLICITATION AND THE BIDDER HAS BEEN UNABLE TO ACHIEVE THE DBE GOAL.**

In the event Bidder is unable to achieve an established DBE goal, the Bidder is required to demonstrate that the Bidder took all necessary and reasonable steps to secure participation by certified DBE firms by their scope, intensity and appropriateness to the objective. Mere pro forma efforts such as blanket mailings or e-mails requesting quotes without further efforts will not be considered a good faith effort. The quality, quantity and intensity of the Bidder's efforts will be considered in determining good faith efforts. Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26. Such actions include, but are not limited to, the actions identified in this form. Schedule 3 is not intended to be an exhaustive list of the actions that may be taken in an effort to achieve the DBE goal.

In the event a DBE goal has been established for this solicitation, failure to complete Schedule 3 in its entirety and submit information as required by this Schedule 3 shall cause the bid submitted by the Bidder to be nonresponsive to the DBE requirements when the DBE goal has not been achieved; however, completion of the form alone will not necessarily result in a finding of good faith efforts. The purpose of Schedule 3 is to provide detailed information to the County regarding the scope, intensity and appropriateness of the steps taken by each Bidder to achieve the DBE goal. Determinations of good faith efforts are intrinsically fact-specific and are made taking into consideration the evidence provided by each Bidder as to its efforts. Failure to provide sufficient evidence of good faith efforts shall cause the bid submitted by the Bidder to be nonresponsive to the DBE requirements when the DBE goal has not been

achieved.

1. **CONTACT LOG.** The Bidder shall provide a contact log with Schedule 3 that contains the following information: (1) the name of each DBE firm contacted, (2) the initial date each DBE firm was solicited, (3) how each DBE firm was solicited (i.e., correspondence, e-mail, fax, telephone, etc...), (4) dates of follow up efforts; (5) a summary of the follow up efforts (i.e., correspondence, e-mail, fax, telephone conversations, meetings, etc...), and (6) the general results of Bidder's efforts. The efforts employed by the Bidder must be those that one could reasonably expect the Bidder to take if the Bidder were actively and aggressively trying to obtain DBE participation to meet the goal. Direct communication is the most effective means of securing DBE participation. The Bidder may use the contact log form attached to Schedule 3 or may provide a separate contact log with the information required by this paragraph. Failure to provide the required contact log or submission of a materially incomplete contact log shall cause the bid submitted by the Bidder to be nonresponsive to the DBE requirements. The contact log is utilized to assist the County in determining the quality, quantity and intensity of the efforts made by each of Bidder to achieve the DBE goal.
  - A. The Bidder should provide backup documentation supporting the statements contained in the contact log, including copies of solicitation letters, e-mails, faxes, and telephone logs, with Schedule 3; however, supporting documentation shall not be accepted in lieu of a contact log. The County may request copies of supporting documentation listed in the contact log to clarify information included in the contact log if not included or incomplete. It shall be the responsibility of the Bidder to submit the requested information within the timeframe specified by the County (normally within two (2) business days). Failure of the Bidder to provide the requested information within the timeframe specified by the County shall cause the bid submitted by the Bidder to be nonresponsive to the DBE requirements.
  - B. The number and location of DBE firms contacted by the Bidder will be considered in determining good faith efforts. Contacting available DBE firms that specialize in the work desired and that are located in the area or surrounding areas of the Project will be considered further evidence in support of a finding of good faith efforts. Focusing efforts exclusively or primarily outside the area or surrounding areas of the Project without a reasonable explanation raises the question of whether the Bidder made good faith efforts.
  - C. The timing of solicitation of DBE firms by the Bidder will be considered in determining good faith efforts. Soliciting DBE firms as early in the process as practicable to allow DBE firms a sufficient time to respond to the solicitation and submit a timely quote will be considered further evidence in support of a finding of good faith efforts. Failing to provide sufficient time for DBE firms to respond to the Bidder's solicitation raises the question of whether the Bidder made good faith efforts.
  - D. Follow up efforts will be considered in determining good faith efforts as such efforts are relevant to the quality and intensity of the efforts made by the Bidder. The contact log must detail the efforts the Bidder took to follow up with DBE firms following initial solicitation efforts. Follow up efforts should be tracked and documented, including the name of individuals contacted with each DBE firm and the relevant contact information. Blanket e-mails or mailings to DBE firms requesting quotes alone are not sufficient to satisfy good faith efforts. Failing to make reasonable follow up efforts raises the question of whether the Bidder made good faith efforts.
  - E. DBE firms listed in the contact log may be contacted by the County to verify information contained in the contact log. Failure to provide information that is accurate in all material

respects shall cause the bid submitted by the Bidder to be nonresponsive to the DBE requirements.

2. **ADVERTISING.** The Bidder shall list all advertisements soliciting DBE participation on the Project below. Proof of publication or copies of advertisements must be provided with Schedule 3 in order to be considered as evidence of Bidder's good faith efforts. Advertising in minority/women publications and through minority/women organizations and business assistance offices in addition to traditional newspaper advertising may increase the likelihood the DBE goal will be achieved and is strongly encouraged. Advertising alone is not sufficient to satisfy good faith efforts; however, advertising in conjunction with other efforts will be considered further evidence in support of a finding of good faith efforts; provided that such efforts are targeted to increasing participation by DBE firms in the Project.

Name of Publication/Website/Newsletter	Publication Date(s)

3. **SUBCONTRACTING CATEGORIES.** Selecting portions of the work to be performed by DBE firms can increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking portions of the work into economically feasible units to facilitate DBE participation. The Bidder shall detail specific subcontracting categories made available to DBE firms and how DBE firms were solicited in each category below.

It is the Bidder's responsibility to make a portion of the work available to DBE firms and to select those portions of the work and/or material needs consistent with available DBE firms to facilitate DBE participation. The ability or desire of the Bidder to perform the work with its own organization shall not relieve the Bidder of responsibility to make good faith efforts.

Selecting portions of work where few or no DBE firms are available to perform the work, selecting categories that are not included in the Project or limiting the categories of work to those that will not cumulatively result in achievement of the DBE goal raises the question of whether the Bidder made good faith efforts.

Subcontracting Category	Methods of Soliciting DBE Firms in Subcontracting Category (i.e., direct contact, advertising, attending matchmaker meetings, working directly with organizations to identify DBE firms, etc....)



4. **NEGOTIATION EFFORTS.** In the event specific quotes are solicited for particular categories of work, the Bidder shall list the name of the DBE firm and the dollar amount of the DBE firm's quote below for each DBE firm that was not selected to perform work on the Project. If the DBE firm providing the quote was not selected, the Bidder shall list the name of the successful subcontractor and the dollar amount quoted by the successful subcontractor below. If the Bidder has elected to self-perform the work, the Bidder shall list "Bidder" and the Bidder's bid amount for the work below. **When a non-DBE subcontractor's quote is selected over a DBE subcontractor's quote, the Bidder shall attach copies of the quotes submitted to the Bidder.** Failure to provide the required quotes shall cause the bid submitted by the Bidder to be nonresponsive to the DBE requirements.

Name of DBE Firm	DBE Firm's Quote (Dollar Amount)	Name of non-DBE Subcontractor Selected	Non-DBE Subcontractor's Quote/Bidder (Dollar Amount)	Difference between DBE Quote & Non- DBE Quote (Dollar Amount)
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$

The Bidder shall provide a statement explaining why the quotes submitted by DBE firms were not accepted. The Bidder's failure to negotiate in good faith with interested DBE firms qualified to perform the work shall cause the bid submitted by the Bidder to be nonresponsive to the DBE requirements.

In addition, the fact that there may be additional costs involved in finding and using DBE firms is not a sufficient reason for the Bidder's failure to meet the DBE goal. Rejecting a DBE firm because the quotation for the work was not the lowest received shall not be considered a good faith effort; however, Bidder is not required to accept a higher quote if the difference is excessive or unreasonable.

Prior to determining that a DBE firm's quote is excessive or unreasonable, the Bidder should make reasonable efforts to inquire as to the reasons for the difference between the DBE and non-DBE quotes. Factors to take into consideration when determining whether a DBE firm's quote is excessive or unreasonable include the following: (1) the difference in the dollar amount between the DBE firm's quote and the non-DBE subcontractor quote received by the Bidder; (2) the percentage difference between the DBE firm's quote and the non-DBE subcontractor's quote; (3) the percentage that the DBE firm's quote represents of the overall contract amount (i.e., a higher DBE price may not be excessive or unreasonable if the difference is a very small part of the overall contract amount); and (4) whether the scope of work described in the DBE firm's quote and non-DBE subcontractor's quote (or portions thereof) submitted for review is the same or comparable. General statements that DBE quotes were higher than non-DBE quotes without additional explanation or information raises the question of whether the Bidder made good faith efforts.

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5. **QUALIFICATIONS.** The Bidder shall provide a list of DBE subcontractors that the Bidder deemed unqualified, if any, and an explanation for the conclusion reached. A DBE firm’s standing within its industry, membership in specific groups, organizations or associations and political or social affiliations are not legitimate reasons for rejecting a DBE firm. Rejecting DBE firms without sound reasons based on a thorough investigation of the DBE firm’s capabilities shall cause the bid submitted by the Bidder to be nonresponsive to the Invitation to Bid.

Name of DBE Firm	Explanation

6. **PLAN ASSISTANCE.** The Bidder should list all DBE firms that the Bidder provided assistance to in reviewing contract plans and specifications, if such assistance was provided. Providing interested DBE

firms with adequate information about the plans, specifications and requirements of the Project to assist them in responding to a solicitation will be considered further evidence of good faith efforts.

Name of DBE Firm	Nature of Assistance

7. **BONDING ASSISTANCE.** The Bidder should list all interested DBE firms that the Bidder offered to assist in obtaining required bonds, lines of credit or insurance, if such assistance was provided. Making efforts to assist interested DBE firms in obtaining bonding, lines of credit or insurance as required by the County will be considered further evidence of good faith efforts.

Name of DBE Firm	Nature of Assistance

8. **OTHER ASSISTANCE SERVICES.** The Bidder should list any other assistance services offered to interested DBE firms, if such assistance was provided, including assistance in obtaining necessary equipment, supplies, materials, or related services. Providing assistance services to interested DBE firms will be considered further evidence of good faith efforts.

Name of DBE Firm	Nature of Assistance

9. **OTHER EFFORTS.** The Bidder should describe in detail any additional efforts or circumstances that may assist the County in determining good faith efforts such as utilizing the services of minority/women organizations, attending pre-bid meetings and/or other recruitment efforts.

[illegible]

10. **EXPLANATION.** The Bidder shall provide a statement explaining why the DBE goal could not be achieved. Statements should be well reasoned, verifiable and supported by the documentation provided as a part of Schedule 3.

[illegible]

\*Additional sheets may be added as necessary.

**DBE CONTACT LOG**

Bidder Name: \_\_\_\_\_ Project/Bid No.: \_\_\_\_\_ Project Name: \_\_\_\_\_

DBE Firm Name	Date of Initial Solicitation	Solicitation Method	Follow Up Dates	Follow Up Efforts	Results

**DBE CONTACT LOG**

Bidder Name: \_\_\_\_\_ Project/Bid No.: \_\_\_\_\_ Project Name: \_\_\_\_\_

DBE Firm Name	Date of Initial Solicitation	Solicitation Method	Follow Up Dates	Follow Up Efforts	Results

**DBE CONTACT LOG**

Bidder Name: \_\_\_\_\_ Project/Bid No.: \_\_\_\_\_ Project Name: \_\_\_\_\_

DBE Firm Name	Date of Initial Solicitation	Solicitation Method	Follow Up Dates	Follow Up Efforts	Results
					The



**ATTACHMENT 11 - SCHEDULE 6 - BASE BID**  
**BID NO. PB 25-9**  
**AIR CARGO ACCESS IMPROVEMENTS - PALM BEACH INTERNATIONAL AIRPORT**

BIDDERS LIST										
Name of All Bidders <sup>1</sup>	Firm's Address (include State and Zip Code)	Indicate Category of Firm <sup>2</sup> <small>Applicable Range (X or ✓))</small>		(Mark)	Age of Firm (Number of Years)	Will Firm Be Participating in this Contract? (Yes or No) <small>Applicable Range (X or ✓))</small>	(Yes or No) (Mark)	If Firm will be Participating in this Contract, indicate Total Dollar Amount of Contract for this Project	North American Industrial Classification System Codes for Work Proposed to be Performed by Firm (NAICS) <sup>3</sup> <a href="https://www.census.gov/naics/">https://www.census.gov/naics/</a>	Annual Gross Receipts of Firm (Mark Applicable Range (X or ✓))
		<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE)			Yes		\$ -		<input type="checkbox"/>
		<input type="checkbox"/>	Small Business Concern (SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
City	State	Zip Code								
		<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE)			Yes		\$ -		<input type="checkbox"/>
		<input type="checkbox"/>	Small Business Concern (SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
City	State	Zip Code								
		<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE)			Yes		\$ -		<input type="checkbox"/>
		<input type="checkbox"/>	Small Business Concern (SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
City	State	Zip Code								
		<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE)			Yes		\$ -		<input type="checkbox"/>
		<input type="checkbox"/>	Small Business Concern (SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
City	State	Zip Code								
		<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE)			Yes		\$ -		<input type="checkbox"/>
		<input type="checkbox"/>	Small Business Concern (SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
City	State	Zip Code								
		<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE)			Yes		\$ -		<input type="checkbox"/>
		<input type="checkbox"/>	Small Business Concern (SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
City	State	Zip Code								

<sup>1</sup>Include all firms whether or not DBEs or Small Business Concerns. Multiple pages may be included.

<sup>2</sup>To determine if your business qualifies as "small" for government contracting purposes, use SBA's Size Standard Tool: <https://www.sba.gov/federal-contracting/contracting-guide/size-standards/size-standards-tool>

<sup>3</sup>ONLY LIST NAICS CODES FOR THE WORK PROPOSED FOR THIS BID

North American Industrial Classification System (NAICS) Codes - this list is not exclusive or exhaustive, but provided for informational purposes. For Additional Codes: <https://www.census.gov/naics/>

Code No.	Classification Category
237310	HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
238210	ELECTRICAL CONTRACTORS AND OTHER WIRING INSTALLATION CONTRACTORS
238910	SITE PREPARATION CONTRACTORS
325510	PAINT AND COATING MANUFACTURING
423320	BRICK, STONE, AND RELATED CONSTRUCTION MATERIAL WHOLESALERS
423610	ELECTRICAL APPARATUS AND EQUIPMENT, WIRING SUPPLIES, AND RELATED EQUIPMENT MERCHANT WHOLESALERS
339950	SIGN MANUFACTURING
541330	ENGINEERING SERVICES
541370	CONSTRUCTION SURVEYING SERVICES
541380	TESTING LABORATORIES AND SERVICES
541620	ENVIRONMENTAL CONSULTING SERVICES
561499	ALL OTHER BUSINESS SUPPORT SERVICES
561730	LANDSCAPING SERVICES

**ATTACHMENT 11 - SCHEDULE 6 - BID ALTERNATE**  
**BID NO. PB 25-9**  
**AIR CARGO ACCESS IMPROVEMENTS - PALM BEACH INTERNATIONAL AIRPORT**

BIDDERS LIST										
Name of All Bidders <sup>1</sup>	Firm's Address (include State and Zip Code)	Indicate Category of Firm <sup>2</sup> <small>Applicable Range (X or ✓))</small>		(Mark)	Age of Firm (Number of Years)	Will Firm Be Participating in this Contract? (Yes or No) <small>Applicable Range (X or ✓))</small>	(Yes or No) (Mark)	If Firm will be Participating in this Contract, indicate Total Dollar Amount of Contract for this Project	North American Industrial Classification System Codes for Work Proposed to be Performed by Firm (NAICS) <sup>3</sup> <a href="https://www.census.gov/naics/">https://www.census.gov/naics/</a>	Annual Gross Receipts of Firm (Mark Applicable Range (X or ✓))
		<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE)			Yes		\$ -		<input type="checkbox"/>
		<input type="checkbox"/>	Small Business Concern (SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
City	State	Zip Code								
		<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE)			Yes		\$ -		<input type="checkbox"/>
		<input type="checkbox"/>	Small Business Concern (SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
City	State	Zip Code								
		<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE)			Yes		\$ -		<input type="checkbox"/>
		<input type="checkbox"/>	Small Business Concern (SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
City	State	Zip Code								
		<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE)			Yes		\$ -		<input type="checkbox"/>
		<input type="checkbox"/>	Small Business Concern (SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
City	State	Zip Code								
		<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE)			Yes		\$ -		<input type="checkbox"/>
		<input type="checkbox"/>	Small Business Concern (SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
City	State	Zip Code								
		<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE)			Yes		\$ -		<input type="checkbox"/>
		<input type="checkbox"/>	Small Business Concern (SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
		<input type="checkbox"/>	Other (Neither a DBE or SBC)							<input type="checkbox"/>
City	State	Zip Code								

<sup>1</sup>Include all firms whether or not DBEs or Small Business Concerns. Multiple pages may be included.

<sup>2</sup>To determine if your business qualifies as "small" for government contracting purposes, use SBA's Size Standard Tool: <https://www.sba.gov/federal-contracting/contracting-guide/size-standards/size-standards-tool>

<sup>3</sup>ONLY LIST NAICS CODES FOR THE WORK PROPOSED FOR THIS BID

North American Industrial Classification System (NAICS) Codes - this list is not exclusive or exhaustive, but provided for informational purposes. For Additional Codes: <https://www.census.gov/naics/>

Code No.	Classification Category
237310	HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
238210	ELECTRICAL CONTRACTORS AND OTHER WIRING INSTALLATION CONTRACTORS
238910	SITE PREPARATION CONTRACTORS
325510	PAINT AND COATING MANUFACTURING
423320	BRICK, STONE, AND RELATED CONSTRUCTION MATERIAL WHOLESALERS
423610	ELECTRICAL APPARATUS AND EQUIPMENT, WIRING SUPPLIES, AND RELATED EQUIPMENT MERCHANT WHOLESALERS
339950	SIGN MANUFACTURING
541330	ENGINEERING SERVICES
541370	CONSTRUCTION SURVEYING SERVICES
541380	TESTING LABORATORIES AND SERVICES
541620	ENVIRONMENTAL CONSULTING SERVICES
561499	ALL OTHER BUSINESS SUPPORT SERVICES
561730	LANDSCAPING SERVICES

**NOTICE TO OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED  
FACILITIES**

**(Attachment No. 12 To The Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

PROJECT NAME: **Air Cargo Access Improvements**

1. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. Subsection 1001.

**CERTIFICATION TO BE SUBMITTED BY FEDERALLY ASSISTED CONSTRUCTION  
CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO  
FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS  
EXCEEDING \$10,000 WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY  
CLAUSE)**

Certification of Nonsegregated Facilities

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

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, *disability*, sex, *age*, *ancestry*, *marital status*, *familial status*, *sexual orientation*, *gender identity*, *expression* or national origin, or any other reason. The federally assisted construction agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATION OF NON-SEGREGATED FACILITIES (CONT'D)  
(Attachment No. 12- Cont'd To The Bid Form)**

The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he/she will retain such certifications in his/her files.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Title

NAME OF BIDDER: \_\_\_\_\_



**BUY AMERICAN CERTIFICATE – Non-Building  
(Attachment No. 14 To The Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

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, or;
  - b) Installing manufactured products for which the 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 US domestic product
3. To furnish US 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% 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 submit to the Owner within 15 calendar days of the bid opening**, a formal waiver request and required documentation that support 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 US domestic products at or above the approved US 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% 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% US 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 US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US 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.

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Date

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Signature

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Company Name

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Title

**CERTIFICATION REGARDING FOREIGN PARTICIPATION**  
**(Attachment No. 15 To The Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND  
VOLUNTARY EXCLUSION  
(Attachment No. 16 To The Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

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

---

Signature of Bidder

---

Title

**FORM OF NONCOLLUSION AFFIDAVIT**  
**(Attachment No. 17 To Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

(This Affidavit is Part of Bid)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

being first duly sworn, deposes and says that he is

\_\_\_\_\_  
(Sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_  
the party making the foregoing Proposal or BID that such BID is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of applicant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Bidder)

**SWORN TO (OR AFFIRMED) AND SUBSCRIBED** before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me OR who produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Signature

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

**(SEAL)**

**BIDDER QUALIFICATION QUESTIONNAIRE**  
**(Attachment No. 18 To Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

Submitted by \_\_\_\_\_  
Name of Bidder

General Contractor's License # \_\_\_\_\_  
( ) An Individual  
( ) A Partnership  
( ) A Corporation

Federal Identification # \_\_\_\_\_

Principal Office Address:

\_\_\_\_\_  
\_\_\_\_\_

(1) How many years has your organization been in business as a contractor under your present name?

\_\_\_\_\_

(2) How many years' experience in construction work has your organization had as a general contractor?

\_\_\_\_\_

As a Subcontractor?

\_\_\_\_\_

(3) List below the requested information concerning projects your organization has completed in the last five (5) years for the type of work required in this project. (Use additional sheets if necessary)

<u>Project Title</u>	<u>Contract Amount</u>	<u>Required Completion Date</u>	<u>Actual Completion Date</u>	<u>Name/Address/Tel of Owner</u>
----------------------	------------------------	---------------------------------	-------------------------------	----------------------------------

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(4) Have you ever failed to complete any work awarded to you? If so, where and why?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (5) Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state name of individual, name of other organization, and reason therefore.

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- (6) Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? If so, state name of individual, name of owner and reason therefore.

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- (7) Give below any information which would indicate the size, capacity and evidence of financial responsibility of your organization, including number of employees, equipment owned by your organization, etc., which are available for utilization on this Contract. 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. 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. Attach CONTRACTOR QUALIFICATION STATEMENT (AIA Form A305 or Similar).

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- (8) What is your bonding capacity? \_\_\_\_\_

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- (9) What amount of your bonding capacity has been used as of the date of this bid?

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- (10) How many applications for performance and payment bonds have you made in the last three (3) years?

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- (11) How many of these applications were not approved? \_\_\_\_\_

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- (12) Have any claims been filed against your surety bond company in the last five (5) years? If so, describe the nature of the claims and give the names of the surety companies, dates of each claim, identifying numbers of each claim, amounts of each claim, and the status of each claim. (Use additional sheets if necessary.)

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- (13) Have your company been in disputes or litigations in the last five (5) years over construction projects which are completed or still pending for completion? If so, describe the nature of the disputes or litigations and states the Owner's Name, Address, Telephone, and amount of disputes or litigations. (Use additional sheets if necessary.)

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I, the undersigned, do hereby declare that the foregoing statements are true and correct, all as of the date hereinafter set forth, and that those examining this document have my permission to contact any or all of those parties listed in this questionnaire. Incorrect or misleading statements in this questionnaire shall be grounds for a determination of no responsibility with respect to such contractor.

\*\*\*\*\*

---

(SIGNATURE OF BIDDER)

---

(TYPE OR PRINT COMPANY NAME)

---

(TYPE OR PRINT ADDRESS)

**E-VERIFICATION CERTIFICATION  
(Attachment No. 19 To Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

The Bidder/offeror acknowledges and agrees to the following if awarded the CONTRACT:

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. 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.

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.

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.

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>

By: \_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_  
Print Name and Title

Name of Bidder: \_\_\_\_\_

**SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATION**  
**(Attachment No 20. to Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

The Bidder/offeror acknowledges and agrees to the following:

In accordance with the requirements of the Federal Aviation Administration Advisory Circular AC 150/5370-2, The Bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that the Bidder /offeror has read and will abide by the Construction Safety and Phasing Plan (CSPP) that has been included herein. The Bidder/offeror also certifies that upon Contract Award a Safety Plan Compliance Document (SPCD) shall be submitted.

By: \_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_  
Print Name and Title

**CONTRACTOR'S COUNTRIES OF CONCERN AFFIDAVIT (Attachment No 21. to Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

I, \_\_\_\_\_, am an officer or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business entity that I am aware that, pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with foreign countries of concern.

Business of Business Entity Legal Name: \_\_\_\_\_

Business of Business Entity Legal Address: \_\_\_\_\_

Business of Business Entity Federal Employer

Identification Number (FEIN):: \_\_\_\_\_

I hereby certify under penalty of perjury that:

- My business entity is not owned by a foreign country of concern, as defined by section 287.138(1) (a), Florida Statutes.
- No foreign country of concern has a controlling interest in my business entity, as defined by 287.138(2) (b), Florida Statutes.
- My business entity is not organized under the laws or has its principal place of business in a foreign country of concern as defined by section 287.138(2) (c), Florida Statutes.

I have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of 287.138, Florida Statutes, may result in civil penalties, prohibitions against doing business with any government entity of the State of Florida, the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida.

By signing this affidavit, I agree that I will notify the Contract Manager within ten (10) calendar days of any change in my business entity status that would make any statement made on this affidavit untrue. I further acknowledge that the failure to make the appropriated notification will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

By: \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Sworn to (or Affirmed) and Subscribed Before ME By Means of \_\_\_\_ physical presence OR \_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is \_\_\_\_\_ personally known to me or who has produced \_\_\_\_\_ Personal Identifications. Type of Personal Identification Produced: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT**  
**(Attachment No 22. to Bid Form)**

BID NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of \_\_\_\_\_  
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as  
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true  
and correct.**

\_\_\_\_\_  
(signature of officer or representative)

\_\_\_\_\_  
(printed name of officer or representative)

**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of ☐ ☐ physical presence or ☐ online notarization  
this, \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_.

Personally known ☐ OR produced identification ☐.

Type of identification produced \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
State of Florida at large

(Notary Seal)

## CONTRACT

THIS CONTRACT, made and entered on \_\_\_\_\_, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "OWNER" and hereinafter referred to as the "CONTRACTOR".

### WITNESSETH:

That the said Contractor having been awarded the contract for:

**Air Cargo Access Improvement  
Palm Beach International Airport  
Palm Beach County Project No. PB 25-9**

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the Owner, the Contractor hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of the Contract including the following documents described below which are made a part hereof and incorporated herein by reference:

- Invitation to Bid and Instructions to Bidders dated \_\_\_\_\_.
- Completed Bond, Surety and Insurance Forms, dated \_\_\_\_\_.
- Specifications, dated \_\_\_\_\_.
- General Provisions, dated \_\_\_\_\_.
- Special Provisions, dated \_\_\_\_\_.
- Addendum, dated \_\_\_\_\_.
- Drawings, dated \_\_\_\_\_.
- Completed Bid and Attachments, dated \_\_\_\_\_.

and to accept as full compensation for the satisfactory performance of this Contract the sum of Dollars (\$ \_\_\_\_\_) for \_\_\_\_\_ at \_\_\_\_\_.

The prices named in the Bid are for the completed work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners.

Time is of the essence. The Contractor shall commence the work to be performed under this Contract on the date set by the Owner in the written notice to proceed, continue the work with due diligence and shall complete the entire work per Attachment No. 2 to the Bid Form. Further, in the event interim milestone completion dates are established in Attachment No. 2 of the Bid Form for separable portions of the work, the Contractor agrees to complete said separable portions of the work in accordance with said milestone dates.

In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the Board of County Commissioners or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, Owner will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the Owner, as liquidated damages, the amounts indicated in the Milestone and Damages Data (Attachment #2 of the Bid Form) for each calendar day of delay that actual completion extends beyond the time limits specified in said Attachment until such reasonable time as may be required for final completion of work. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

Liquidated damages due to the Owner may be deducted from payments due to the Contractor, or may be collected from the Contractor or its surety or sureties. These provisions for liquidated damages shall not prevent the Owner, in case of the Contractor's default, from terminating the Contractor's right to proceed as provided in General Provision section 80-09 "Default and Termination of Contract".

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 the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

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

ATTEST:  
MIKE CARUSO, 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: \_\_\_\_\_  
Maria G. Marino, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Director, Department of Airports

“CONTRACTOR”

\_\_\_\_\_  
(witness signature)

By \_\_\_\_\_  
(Corporate Name)

\_\_\_\_\_  
(witness name printed)

a \_\_\_\_\_ corporation  
(insert state of corporation)

\_\_\_\_\_  
(witness signature)

By: \_\_\_\_\_  
(signatory)

\_\_\_\_\_  
(witness name printed)

\_\_\_\_\_  
(print signatory's name)

Its \_\_\_\_\_  
(print title)

(Corporate Seal)

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## CONTRACT PERFORMANCE BOND

BOND NUMBER: \_\_\_\_\_

BOND AMOUNT: \_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACTOR'S ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR'S PHONE: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_

SURETY'S ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: c/o Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

OWNER'S PHONE: (561) 471-7462

DESCRIPTION OF WORK: Roadway widening along James L. Turnage Boulevard and rehabilitation of Perimeter Road to improve Cargo Access Facility ingress/egress operations also including signing and pavement markings.

PROJECT LOCATION: Palm Beach International Airport  
3200 Belvedere Road  
West Palm Beach, Florida 33406

LEGAL DESCRIPTION: PCN 00 43 43 31 01 001 0010

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Dollars (\$ )  
(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_, 20\_\_, entered into a contract with the County for

Project Name: **Air Cargo Access Improvements**

Project No.: **PB 25-9**

Project Description: Roadway widening along James L. Turnage Boulevard and rehabilitation of Perimeter Road to improve Cargo Access Facility ingress/egress operations also including signing and pavement markings.

Project Location: Palm Beach International Airport  
3200 Belvedere Road  
West Palm Beach, Florida 33406

in accordance with Design Criteria prepared by

NAME OF ARCHITECTURAL FIRM: HDR Engineering, Inc.  
LOCATION OF FIRM: 3250 W. Commercial Boulevard, Suite 100  
Fort Lauderdale, FL 33309  
PHONE: (954) 233-4914  
FAX: (954) 233-4953

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_ between Principal and County \_\_\_\_\_ for the construction of \_\_\_\_\_, Contract No. \_\_\_\_\_, the contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, the County sustains because of a default by Principal under the contract and;
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Whenever Principal shall be, and declared by COUNTY to be in default under the Contract, the COUNTY having performed COUNTY's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

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

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

Surety expressly acknowledges its obligations and liabilities for liquidated damages suffered by COUNTY under the provisions of the Contract Documents.



See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

**PRINCIPAL:**

By:(Print)

\_\_\_\_\_  
Witness for the Principal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
(SEAL)

Address:

**SURETY**

By: (Print)

\_\_\_\_\_  
Witness for the Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Seal

Address

## CONTRACT PAYMENT BOND

BOND NUMBER: \_\_\_\_\_

BOND AMOUNT: \_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACTOR'S ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR'S PHONE: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_

SURETY'S ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: c/o Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

OWNER'S PHONE: (561) 471-7462

DESCRIPTION OF WORK: Roadway widening along James L. Turnage Boulevard and rehabilitation of Perimeter Road to improve Cargo Access Facility ingress/egress operations also including signing and pavement markings.

PROJECT LOCATION: Palm Beach International Airport  
3200 Belvedere Road  
West Palm Beach, Florida 33406

LEGAL DESCRIPTION: PCN 00 43 43 31 01 001 0010

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Dollars (\$ )  
(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_, 20\_\_, entered into a contract with the County for

Project Name: **Air Cargo Access Improvements**

Project No.: **PB 25-9**

Project Description: Roadway widening along James L. Turnage Boulevard and rehabilitation of Perimeter Road to improve Cargo Access Facility ingress/egress operations also including signing and pavement markings.

Project Location: Palm Beach International Airport  
3200 Belvedere Road  
West Palm Beach, Florida 33406

in accordance with Design Criteria prepared by

NAME OF ARCHITECTURAL FIRM: HDR Engineering, Inc.  
LOCATION OF FIRM: 3250 W. Commercial Boulevard, Suite 100  
Fort Lauderdale, FL 33309  
PHONE: (954) 233-4914  
FAX: (954) 233-4953

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes supplying Principal with labor, materials and suppliers, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated \_\_\_\_\_, 20\_\_ between Principal and County for the construction of \_\_\_\_\_, Contract No. \_\_\_\_\_, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and:
2. Pays COUNTY all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract.

Then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

See Sections 255.05(2) and 255.05(10), Florida Statutes as amended for the notice and time limitations for claimants.

**PRINCIPAL:**

By:(Print)

\_\_\_\_\_  
Witness for the Principal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
(SEAL)

Address:

**SURETY**

By: (Print)

\_\_\_\_\_  
Witness for the Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Seal

Address

## CORPORATE CERTIFICATE

PBC PROJECT NUMBER: **PB 25-9**

DATE: \_\_\_\_\_

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of \_\_\_\_\_ Corporation, a corporation organized and existing in good standing under the laws of the State of \_\_\_\_\_, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in accordance with the laws of the State of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

**RESOLVED**, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

**FURTHER RESOLVED**, that \_\_\_\_\_ the \_\_\_\_\_ of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.
3. That the Corporation is in good standing under the laws of the State of Florida or its State of Incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

**IN WITNESS WHEREOF**, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signatory)

**(CORPORATE SEAL)**

\_\_\_\_\_  
(Print Signatory's Name)  
It's Secretary

**SWORN TO (OR AFFIRMED) AND SUBSCRIBED** before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Secretary of the aforesaid corporation, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Signature

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

## FORM OF GUARANTEE

GUARANTEE FOR \_\_\_\_\_.

We, the undersigned, hereby guarantee that the **Air Cargo Access Improvements at Palm Beach International 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

(Seal)

#### CONTRACTOR

\_\_\_\_\_  
(Contractor Name) (Seal)

By: \_\_\_\_\_  
(Contractor Signature)

\_\_\_\_\_  
(Print Name and Title)

#### SURETY

\_\_\_\_\_  
(Surety Name) (Seal)

By: \_\_\_\_\_  
(Surety Signature)

\_\_\_\_\_  
(Print Name and Title)

***Guarantee Must Contain Original Signatures  
No Copies will be accepted.***

## 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 at James L. Turnage Boulevard and Perimeter Road at the Palm Beach International Airport, Palm Beach County, Florida.

### 3.0 SEQUENCE OF CONSTRUCTION

- 3.1. The work will be performed in accordance with the following sequential steps or modified as directed by the Department. Before commencing any work and prior to issuance of the Notice-To-Proceed under this Contract, the contractor shall prepare and obtain the Department's approval of a detailed work schedule. The contractor's schedule shall be framed generally as specified herein. This schedule shall unless otherwise authorized or directed by the Department, be in conformance with the conditions and requirements of the Plans and Contract Documents. The work will be accomplished in Phases as specified in the Contract Documents. The Palm Beach County Department of Airports reserves the right to revise without limit, the sequence of Phases.
- 3.2. Procurement  
All necessary submittals including but not limited to construction schedule, specification items to complete first phase of work, Safety Plan Compliance Document (SPCD), Quality Control Plan (QCP), sample pay application; submittal approvals; permits; certified copy of recorded bond(s) and other incidentals including in place subcontracting agreements for bid subcontractors or qualified alternates, necessary to the start of construction work in this Contract shall be completed and accepted within 60 Calendar Days from the date of Notice to Proceed. This time is inclusive of Owner and Engineer review time not to exceed twenty-one (21) Calendar Days for each submittal and subsequent resubmittal as necessary. Should the Contractor fail to complete the work by the timeframe specified, the Owner will suffer damages and will be entitled to Liquidated Damages in the amounts specified per Attachment 2 of the bid Form.
- 3.3. After the procurement is submitted and accepted, the project construction shall be broken into the phasing and durations shown in the table below. No phase shall begin without the prior phase completion and approval without written notice from the DOA. Should the Contractor fail to complete the work by the timeframe specified, the Owner will suffer damages and will be entitled to Liquidated Damages in the amounts specified per Attachment 2 of the Bid Form.

#### BASE BID CONSTRUCTION PHASING

Construction Phase	Duration (Calendar Days)	Work Hours
Administrative/Procurement Phase	60	N/A
Phase 1A	14	No Time Restrictions
Phase 1B	21	No Time Restrictions
Phase 1C	28	No Time Restrictions
Phase 2	95	No Time Restrictions
Substantial Completion to Final Acceptance	30	No Time Restrictions
Estimated Total Construction Duration	304	



### BID ALTERNATE CONSTRUCTION PHASING

Construction Phase	Duration (Calendar Days)	Work Hours
Phase 1A	28	No Time Restrictions
Phase 1B	7	No Time Restrictions
Phase 1C	7	No Time Restrictions
Phase 1D	14	No Time Restrictions
Substantial Completion to Final Acceptance	30	No Time Restrictions
Estimated Total Construction Duration	86	

3.4. Construction Phasing Sequence: Refer to sheet series G-02 of the plan sheets.

#### 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:

**ELECTRICAL POWER:** The Contractor shall pay all costs 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. The claim shall contain:

- Documentation of weather conditions from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the Palm Beach International Airport reporting station, and
- A statement from the Project Manager describing which weather conditions affected which specific critical path work items

Critical path activities shall match the CPM schedule, the current two-week look ahead schedule, or activities deemed to be critical path by the RPR. Claims may be submitted for 'blue sky' weather days following the actual weather event, e.g. flooding, if the Contractor can demonstrate adverse impacts to critical path activities despite the Contractor's rigorous efforts to mitigate the conditions, e.g. pumping flood waters. Time shall only be considered on days for which the duration of weather impact was at least half the workday.

- 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 Equipment Watch 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 subcontractor's 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 contractor's 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 its 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 use 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 12.0 of the Instructions to Bidders and 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 all subcontractors and suppliers, including DBEs and Small Business Concerns. Contractor shall provide complete copies of all subcontracts/agreements with subcontractors and suppliers to Owner with the first payment request or application for payment and a complete list of the names of all subcontractors and suppliers and the dollar amount of each subcontract/agreement. Failure to provide required subcontracts/agreements within ten (10) days of Owner's written request shall be considered a material default of this Contract. In addition to any other remedies available to Owner, Owner may assess liquidated damages of \$100 per day per violation until Contractor has provided the required subcontract/agreement.
- 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 a draft electronic copy of monthly invoices for work completed during the one-month period. If approved by the Owner the contractor can submit the pay application electronically provided the signature is certified using Adobe or DocuSign. Pay Applications shall be submitted in standard AIA Document G702 or similar. All information must be submitted 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. The 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 receive approval by the Owner Representative.

- 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).
- 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. Construction Activity Report (Schedule 4). In addition to any other remedies available to Owner, Owner may assess liquidated damages of \$100 per day for Contractor's failure to submit a complete Construction Activity Report until Contractor has provided a fully completed Construction Activity Report. Submission of incomplete or inaccurate Construction Activity Reports shall be grounds for denial of a payment application. Intentional falsification of information contained in a Construction Activity Report shall be considered a material default of this Contract.
  - C. DBE Payment Certification (Schedule 5), if DBE goal is established or DBE participation is proposed.
  - D. An Owner approved construction schedule update

- E. Contractors Daily Reports – to be submitted weekly but must be current with each application
- F. Certified Payroll – If compliance with Davis Bacon Act is required in the Contract certified payroll is to be submitted weekly but must be current with each application
- G. Documentation for Stored Materials
- H. Proof of Progress As-builts unless otherwise waived by the Owner

Copies of forms will be provided with the conformed construction documents.

- 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. Within ten (10) business days following issuance, by the Architect/Engineer of Record, of a Certificate of Substantial Completion, Construction Manager shall submit a payment request for the remaining contract balance, including all retainage previously withheld by the Count, less an amount equal to 150 percent of the estimated cost to complete the items on the punchlist (Punchlist Retainer Amount), as provided by the Florida Statutes for Prompt Payment. The payment request shall include documentation that the following items 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.

Within 20 business days of creation of the punchlist, County shall pay the Contractor the remaining contract balance, less the Punchlist Retainer Amount and less any amounts subject to a good faith dispute, per Section 218.735 (8)(c). If the Contractor has not provided all of the documentation required in SP 15.12, the County shall pay only the retainage previously withheld by the County, less the Punchlist Retainer Amount, and less any amounts subject to a good faith dispute.

- 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:

<https://floridadep.gov/water/stormwater/content/construction-activity>

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 30 calendar days from substantial completion for contracts less than \$10,000,000.00 and 60 calendar days from substantial completion for contracts greater than \$10,000,000.00. 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. Architect or Engineer (A/E) shall estimate the costs to complete the punchlist items. Retainage shall be held on 150% of the cost to complete these items.
- 18.5. 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.
- ~~18.5.1. 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.~~
- 18.5.2. All general construction completed.
- 18.5.3. All ~~mechanical and~~ electrical work complete, equipment and fixtures in place, connected, cleaned and ready for use.
- 18.5.4. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
- 18.5.5. All final painting shall be completed; all signs installed.
- ~~18.5.6. All project components including floors, glass and metal work shall be cleaned.~~
- ~~18.5.7. All finish hardware shall be installed, and all doors shall be in good working order. All keys and blanks shall have been provided.~~



~~18.5.8. 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.~~

~~18.5.9. All Airfield striping, edge lights and signage has been placed and accepted including modifications to the ALCMS.~~

18.6. 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.

18.7. Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, (7), A/E and/or Owner will prepare the punchlist that includes an estimate of the cost to complete each item on the punch list, as required by the Local Government Prompt Payment Act. The punchlist items shall be corrected by the Contractor within 30 calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete the Work pursuant to the Contract.

## **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:  
<https://www.e-verify.gov/>

## **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](mailto: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.

### **31.0 LAW AND VENUE; REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### **32.0 GRANT OBLIGATIONS**

Contractor acknowledges and agrees that this Contract shall be subject, and subordinate, to the provisions of any existing or future agreement between Palm Beach County and the United States of America or State of Florida, and their respective agencies, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal or state funds, including, without limitation, grant agreements and associated assurances (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Contract by reference, including any amendments or modifications thereto.

Notwithstanding any provision of this Contract to the contrary, Contractor agrees it shall comply with all Grant Obligations applicable to Contractor by virtue of this Contract. Owner agrees to provide Contractor with written notice of any new or amended Grant Obligations, which modify Contractor obligations hereunder. In the event of conflict between any provision of this Contract and the Grant Obligations, the parties acknowledge and agree the provisions of the Grant Obligations shall prevail.

### **33.0 EXECUTIVE ORDER 11246**

The parties acknowledge and agree that Executive Order 11246 of September 24, 1965 was revoked pursuant to Executive Order 14173 dated January 21, 2025; therefore, to the extent of any conflict between the provisions of this Contract and Executive Order 14173, as may be amended or superseded, the provisions of Executive Order 14173 shall prevail; provided, however, nothing herein shall be construed as relieving Contractor from the obligation to comply with applicable federal laws and regulations.

### **34.0 PROJECT CONTROL SYSTEM – TRIMBLE UNITY CONSTRUCT**

Upon the Department's request, the Contractor shall use the Department's web-based project control software Trimble Unity Construct (TUC) for records retention and management of all documentation related to this Agreement. Information on TUC can be found at <https://www.trimble.com>. Documents, forms, and processes that will be used in TUC by the Department, Department's representatives and Company include but are not limited to: drawings, designs, schematics, submittals, reports, photos, transmittals, requests for information, contract amendments, design changes, letters, meeting notifications and meeting minutes. If an item is not covered by TUC, submittal shall be as directed by the Department.

The Department will provide access and technical service for one (1) TUC license at no cost to the Contractor. Any additional TUC licenses will be the responsibility of the Contractor to purchase as needed. The Department will provide training at no cost to the Contractor.

## **ATTACHMENT A: FORMS**

The following forms shall be used during construction. Schedules 1 – 6 shall be used to the extent applicable to this Contract.

- A. Request for Information
- B. Field Instruction
- C. Field Bulletin
- D. Construction Change Proposal
- E. Change Order
- F. Construction Change Directive
- G. Notice of Non-Compliance
- H. Contractor's Daily Report
- I. Substitution Report
- J. Substantial Completion Inspection - Punchlist
- K. Sample Pay Application
- L. Certificate of Substantial Completion
- M. DBE Form Schedule 1 for Change Orders, if DBE goal is established or DBE Participation is proposed)
- N. DBE Form Schedule 2 for Change Orders, if DBE goal is established or DBE Participation is proposed
- O. DBE Form Schedule 2.1 for Change Orders, if DBE goal is established or DBE participation is proposed
- P. Schedule 4 for Pay Applications (required for all pay applications)
- Q. DBE Form Schedule 5 for Pay Applications, if DBE goal is established or DBE Participation is proposed
- R. DBE Form Schedule 5 for Final Pay Application, if DBE goal is established or DBE Participation is proposed
- S. Schedule 6 for Change Orders (required for all Change Orders)
- T. Monthly Progress Report for Pay Applications
- U. Monthly Weather Summary

## **END OF SPECIAL PROVISIONS**

## **PART 1 – GENERAL CONTRACT PROVISIONS**

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## 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:

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-01</b>	<b>AASHTO</b>	The American Association of State Highway and Transportation Officials.
<b>10-02</b>	<b>Access Road</b>	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
<b>10-03</b>	<b>Advertisement</b>	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
<b>10-04</b>	<b>Airport</b>	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.
<b>10-05</b>	<b>Airport Improvement Program (AIP)</b>	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
<b>10-06</b>	<b>Air Operations Area (AOA)</b>	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.
<b>10-07</b>	<b>Apron</b>	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
<b>10-08</b>	<b>ASTM International (ASTM)</b>	Formerly known as the American Society for Testing and Materials (ASTM).
<b>10-09</b>	<b>Award</b>	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
<b>10-10</b>	<b>Bidder</b>	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.



Paragraph Number	Term	Definition
10-11	<b>Building Area</b>	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	<b>Calendar Day</b>	Every day shown on the calendar.
10-13	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	<b>Certificate of Compliance (COC)</b>	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	<b>Change Order</b>	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	<b>Contract</b>	<p>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.</p> <p>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, <del>Supplemental</del> <b>Special Provisions, Change Orders and agreements which are required to complete the construction of the work in an acceptable manor, including authorized extensions thereof</b>, standards incorporated by reference and issued addenda, <b>all of which constitute one instrument.</b></p>
10-17	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
10-18	<b>Contract Time</b>	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	<b>Contractor</b>	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).

Paragraph Number	Term	Definition
10-21	<b>Contractor Quality Control Program (CQCP)</b>	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	<b>Control Strip</b>	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	<b>Construction Safety and Phasing Plan (CSPP)</b>	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	<b>Drainage System</b>	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	<b>Engineer</b>	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	<b>Equipment</b>	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	<b>Extra Work</b>	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	<b>FAA</b>	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	<b>Federal Specifications</b>	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	<del>Force Account</del> <b>Construction Change Directive</b>	<del>a. Contract Force Account</del> <b>Construction Change Directive (CCD)</b> - A method of payment that addresses extra work performed by the Contractor on a time and material basis.  <b>b. Owner Force Account</b> - Work performed for the project by the Owner's employees.
10-31	<b>Intention of Terms</b>	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

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
		<p>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.</p> <p>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.</p>
<b>10-32</b>	<b>Lighting</b>	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.
<b>10-33</b>	<b>Major and Minor Contract Items</b>	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.
<b>10-34</b>	<b>Materials</b>	Any substance specified for use in the construction of the contract work.
<b>10-35</b>	<b>Modification of Standards (MOS)</b>	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
<b>10-36</b>	<b>Notice to Proceed (NTP)</b>	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.
<b>10-37</b>	<b>Owner</b>	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 <b>Palm Beach County Board of County Commissioners</b> .
<b>10-38</b>	<b>Passenger Facility Charge (PFC)</b>	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.
<b>10-39</b>	<b>Pavement Structure</b>	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
<b>10-40</b>	<b>Payment bond</b>	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

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
		and accounts for materials and labor used in the construction of the work.
<b>10-41</b>	<b>Performance bond</b>	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.
<b>10-42</b>	<b>Plans</b>	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.'
<b>10-43</b>	<b>Project</b>	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
<b>10-44</b>	<b>Proposal</b>	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
<b>10-45</b>	<b>Proposal guaranty</b>	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.
<b>10-46</b>	<b>Quality Assurance (QA)</b>	Owner's responsibility to assure that construction work completed complies with specifications for payment.
<b>10-47</b>	<b>Quality Control (QC)</b>	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
<b>10-48</b>	<b>Quality Assurance (QA) Inspector</b>	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.
<b>10-49</b>	<b>Quality Assurance (QA) Laboratory</b>	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.
<b>10-50</b>	<b>Resident Project Representative (RPR)</b>	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.
<b>10-51</b>	<b>Runway</b>	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-52	<b>Runway Safety Area (RSA)</b>	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	<b>Safety Plan Compliance Document (SPCD)</b>	Details how the Contractor will comply with the CSPP.
10-54	<b>Specifications</b>	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.
10-55	<b>Sponsor</b>	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	<b>Structures</b>	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	<b>Subgrade</b>	The soil that forms the pavement foundation.
10-58	<b>Superintendent</b>	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	<b>Supplemental Agreement</b>	<del>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.</del> <b><i>All changes to the contract will be issued under a Change Order</i></b>
10-60	<b>Surety</b>	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	<b>Taxilane</b>	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	<b>Taxiway</b>	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to

Paragraph Number	Term	Definition
		and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	<b>Taxiway/Taxilane Safety Area (TSA)</b>	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.
10-64	<b>Work</b>	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	<b>Working day</b>	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	<b>Owner Defined terms</b>	<p><b>PBCDOA.</b> Palm Beach County Department of Airports</p> <p><b>Special Provisions.</b> The specific clauses setting forth conditions or requirements peculiar to the project under consideration.</p> <p><b>Subcontractor.</b> 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><b>TSA.</b> Transportation Security Administration.</p>

## END OF SECTION 10

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## Section 20 Proposal Requirements and Conditions

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

*See Invitation to Bid*

### 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.~~

~~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 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. *See Instructions to Bidders and Bid Form.*~~

**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.*

*If contractor has submitted a list of proposed subcontractors as required in the Bid Form Attachment 3 and Owner or Engineer has reasonable objection after due investigation to any such subcontractor or supplier, contractor shall submit an acceptable substitute without adjustment of the Contract price. If contractor declines to submit an acceptable substitute without adjustment of the Contract price, contractor will be allowed to withdraw his bid without forfeiture of bid bond or will be issued a change order increasing the Contract price by the difference in cost occasioned by substitution of subcontractors, at the sole discretion of the Owner.*

**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.* *See the Bid Form*~~

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



**20-04 Issuance of proposal forms.** ~~The Owner 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:~~

~~a. Failure to comply with any prequalification regulations of the Owner, 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. *See Instructions to Bidders*~~

**20-05 Interpretation of estimated proposal quantities.** ~~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.~~

*See Instructions to Bidders.*

**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.~~

*See Instructions to Bidders.*

**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.~~

*See Instructions to Bidders and Bid Form.*

**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.~~

~~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.~~

*See Instructions to Bidders.*

**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 if the Owner'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 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.~~

*See Instructions to Bidders.*

**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.~~

*See Instructions to Bidders.*

**20-11 Delivery of proposal.**

*See Invitation to Bid and Instructions to Bidders.*

**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.~~

*See Instructions to Bidders*

**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.~~ *See Instructions to Bidders*

**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.~~

~~c. If the bidder is considered to be in “default” for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section. *See Instructions to Bidders*~~

~~**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. *See Instructions to Bidders Section 4.2*~~

## END OF SECTION 20

## Section 30 Award and Execution of 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.

*See Instructions to Bidders*

**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. *See Instructions to Bidders and Bid Form*

**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 Instructions to Bidders Section 5.3 and 6.0*

**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*.

*See Instructions to Bidders Section 5.3*

**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

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.

*See Instructions to Bidders Section 8.0*

**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.~~

*See Instructions to Bidders Section 8.0 and Bid Form.*

**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.

*See Instructions to Bidders Section 8.0 and Bid Form.*

**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.~~

*See Bid Form*

## END OF SECTION 30

## 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%.)~~ **by an amount up to and including twenty-five percent (25%) of the bid quantity, without a change in the unit price, and reserves the right to delete any bid item, in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed fifteen percent (15%) of the contract price.**

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*.

~~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 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 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 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 cleanup 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.*

**END OF SECTION 40**

## 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 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 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.

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 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 a ***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.

## END OF SECTION 50

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## Section 60 Control of Materials

**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.

**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.

**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.

## **END OF SECTION 60**

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## Section 70 Legal Regulations and Responsibility to Public

**70-01 Laws to be observed.** The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all 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.** *Unless otherwise specified in the Contract* ~~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.~~

**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. 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.

**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.

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. 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 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.***

***70-11.1 Contractor shall indemnify and hold harmless the Owner and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by the Contractor in the performance of this Contract.***

***70-11.2 To the extent permitted by, and in accordance with, F.S. 725.06, Contractor further agrees that "damages, losses and costs," includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful***

*misconduct of Contractor and persons employed or utilized by the Contractor in the performance of this Contract.*

*70-11.3 To the extent permitted by, and in accordance with, F.S. 725.06, for purposes of indemnity, the “persons employed or utilized by the Contractor” shall be construed to include, but not be limited to, the Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of the Contractor.*

*70-11.4 The indemnification provisions of this section shall survive termination or expiration of this Contract.*

*70-11.5 Contractor’s indemnity and hold harmless obligations hereunder shall extend to all claims against County by any third party or third party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.*

*70-11.6 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.*

**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 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.

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.

**70-16 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.

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.*

**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.*

**Pollution Liability/Environmental Impairment Liability:** *The Contractor shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than One Million Dollars (\$1,000,000) per occurrence providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition.*

**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 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 \$100,000, 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 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 Board of County Commissioners  
c/o Palm Beach County Department of Airports  
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 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.*

#### **END OF SECTION 70**

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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. See Contract page CD-2 and Attachment No 2 of the Bid Form~~

**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. **as noted in Special Provisions SP 3.0.** 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.

***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.

**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 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
See Attachment 2 of the Bid Form		

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 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.

**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.

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
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	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.
<b>Measurement by Volume</b>	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

<b>Term</b>	<b>Description</b>
	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.
<b>Asphalt Material</b>	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.
<b>Cement</b>	Cement will be measured by the ton (kg) or hundredweight (km).
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	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.
<b>Plates and Sheets</b>	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.
<b>Miscellaneous Items</b>	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.
<b>Scales</b>	<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 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-weighing (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>

<b>Term</b>	<b>Description</b>
	<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>
<b>Rental Equipment</b>	<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 <del>or supplemental agreement</del> authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
<b>Pay Quantities</b>	<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.

**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 and 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.

From the total of the amount determined to be payable on a partial payment, 5 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:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. 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 10 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 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, dowel baskets, dowels 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.~~

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

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

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

**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of 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.

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 Contractor, indicating actual final amounts paid to each subcontractor and supplier 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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## SECTION 01036

### REQUIREMENTS FOR CONTRACTORS REQUESTING GENERAL AVIATION OR PBI (PUBLIC AREAS) AIRPORT ID'S

Contractor shall adhere to the Palm Beach County Criminal History Record Check Ordinance of the Palm Beach County Code, Chapter 2, Article IX, Sections 2-371 through 2-377 as amended. These requirements pertain to working at North County General Aviation Airport (F45), Palm Beach Park Airport (LNA), Palm Beach County Glades Airport (PHK) and the public areas at Palm Beach International Airport. If the contractor holds current Palm Beach International Airport badges, the PBI badges shall supersede the County Ordinance ID badge requirements, and no additional ID badges will be required. **All personnel shall be required to undergo a criminal history record check conducted by or on behalf of the county in order to work at any of the critical facilities referenced herein.** Security ID Badges will be granted as either unescorted or escorted access to any critical facility. At the sole discretion of The Department of Airports escorted access may be allowed due to an operational need. Badges must be displayed on the outer garment at all times.

### CRIMINAL HISTORY RECORD CHECK (CHRC) REQUIREMENTS FOR CONTRACTORS WORKING AT GA AIRPORTS, PBI (PUBLIC AREAS) PALM BEACH COUNTY CODE, CHAPTER 2, ARTICLE IX, SECTIONS 2-371- 2-377

A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, **who are unescorted when entering the property.** The Contractor is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. In addition, the Contractor shall be responsible for any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI) fees that shall be paid by the County.

Each individual will be finger-printed using a computerized system, and the prints will be electronically transmitted to the FDLE and FBI for a state and national criminal history records check. Any individual found to have a disqualifying offense will not be permitted to work unescorted.

## **Instructions for how to facilitate your fingerprint-based Criminal History Record Check (CHRC):**

The Department (Department of Airports) Project Manager will issue a “**Contractor Instruction Package**” which includes your specific project information for clearance needs, and directions on how to schedule an appointment for fingerprinting and requirement to bring government issued ID at time of appointment. Sample forms are included in Attachment A following this specification.

### **CONTRACTOR INSTRUCTION PACKAGE**

1. Your project is located at a General Aviation Airport or in the public areas of PBI and the Department (Department of Airports) Project Manager has identified the project facility type as a “Critical Facility” (property) as defined in Resolution R2003-1274.
2. The prime Contractor will provide a list of the names of all subcontractors with contact information to include full name, phone and email address for each company.
3. The Department Project Manager will initiate the process thru the County’s Facility and Development Operations “eFDO” portal.
4. An email will be sent to the prime Contractor and subcontractors working on the project. It will include the project information (See eFDO quick Guide included herein):
  - i. Project Number or Purchase Order Number
  - ii. Project Name or Purchase Order Reference
  - iii. Project Manager Name
5. Each contractor and subcontractor must in turn enter those employees who will be working on the project.
6. **Each employee who will be working on the airport property unescorted** shall complete a Criminal History Record Check (CHRC) application. Please be advised that you and your employee(s) will need to provide the following information for the criminal history record check:
  - First, last and middle names,
  - Any aliases,
  - Employer,
  - Home address,
  - Date and place of birth,
  - Social Security Number, and
  - Driver’s License number (or other government issued photo ID number)

You will be notified by the Department Project Manager that a request for criminal history record checks was submitted to Palm Beach County’s Electronic Services and Security Division (ESS). You and/or your individual employees must phone the ESS/Access Section at (561)233-0750 to schedule fingerprinting. Please make sure that you **do this well in advance of the start date for your work**. The address and phone numbers are provided here:

Palm Beach County  
Facilities Development & Operations Department  
Electronic Services & Security Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5608  
Phone: 561-233-0750  
Fax: 561-233-0790

(Vista Parkway is located off of Okeechobee Blvd, west of the Florida Turnpike. Head North on Vista Parkway for 1.5 miles.) Check in with the receptionist in the Lobby.

When you go for fingerprinting:

- Do not wear Red, Orange, Blue or Yellow.
- Do not wear hand lotion and each person should have a valid state or Government Issue Photo I.D to verify your identity.
- If you are unable to make the appointment on time you are to notify the Center.

The Access Technician will then process the fingerprints and take a digital photograph for a future identification badge.

3. **Please note that Critical Facilities CHRC can take approximately up to 1 week for results.** In addition to the normal process time (1 week), please know that anyone with disqualifying offense(s) who requests an escort may take longer to evaluate and approve. If there are no disqualifying offenses, the Access Section will prepare a photo ID badge for each contractor employee. The Access Section will notify the Department Project Manager when the badges have been prepared.

#### **What happens if a disqualifying offense is found?**

If a disqualifying offense is found, the ESS/Access Section will:

- ➔ Send a letter to the individual advising that he or she cannot work unescorted in a critical facility and has the right to obtain a copy of the records with proper identification;
- ➔ Notify the agency or department that the individual requires an escort and determine if an escort can be provided;
- ➔ Notify the contractor's employer that the individual cannot work unescorted and what provisions, if any, have been arranged for an escort; and
- ➔ Not disclose to the agency or department or to the individual's employer the results of the criminal history record check.

If an escort has been arranged for the individual, the ESS/Access Section will issue a badge, without which clearly states that an escort is required. This same type of badge will be issued to contractor employees who have not completed the criminal history record check process.

4. After the ESS Access Section has completed the required CHRC for each employee and the required ID Badge is ready, ESS will contact the Department Project Manager. The Department Project Manager will facilitate and coordinate getting the required ID badge(s) to the contractor/subcontractor personnel.

**The ID badge(s) must be worn at all times while on the Airport Property.**

If an ID badge is lost or stolen, you must notify the Department Project Manager and Access Section at (561)233-0750 immediately to arrange for a replacement.

Contact the Department Project Manager when ID badges(s) need to be temporarily or permanent surrendered.

Upon termination of any employee working on the project, you (contractor/subcontractor) must notify the Department Project Manager within 2 hours and must immediately report the event to the Access Section. Any terminated employees must surrender their ID badges(s). Surrendered ID badges(s) are to be returned to the Access Section.

The Department Project Manager will collect all contractor/subcontractor ID badges(s) either at the completion of the project or as each sub-contractor completes their portion of the work. Final Payment will not be made until the badges have been returned to the Department Project Manager

Photo ID badges for unescorted access will have an **expiration date of one year or less**. When badges are renewed, the criminal history record check will be updated.

## **DISQUALIFYING OFFENSES**

A person will be considered to have a disqualifying offense if he or she was convicted of or entered a plea of guilty or nolo contendere to any of these criminal offenses listed:

1. Carrying a weapon or explosive into a building where this is posted as prohibited.
2. Destruction or vandalism to a public building or property.
3. Conveying false information and threats.
4. Murder or assault with intent to murder.
5. Treason, espionage or sedition
6. Kidnapping or hostage taking
7. Rape or aggravated sexual abuse
8. Unlawful possession, use, sale, distribution or manufacture of an explosive, weapon or weapon of mass destruction
9. Terrorism
10. Hate crimes
11. Extortion
12. Armed or felony unarmed robbery
13. Distribution of, or intent to distribute, a controlled substance
14. Felony arson
15. Felony involving a threat
16. Felony involving:
  - a. Willful destruction of property
  - b. Importation or manufacture of a controlled substance
  - c. Burglary
  - d. Theft
  - e. Dishonesty, fraud or misrepresentation
  - f. Possession or distribution of stolen property
  - g. Aggravated assault
  - h. Bribery
  - i. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year
  - j. Violence at any public airport
  - k. Information technology crimes including, but not limited to, unlawful use of protected information or hacking
17. Conspiracy or attempt to commit any of the criminal acts listed
18. Any offense involving animals if the individual will be working within a Critical Facility/area within an animal care and control facility
19. Any offense involving juveniles when the individual will be working at an aquatic center, gymnasium, Head Start facility, community center or the High Ridge Family Center
20. Any felony involving violence.
21. Any offense against a law enforcement officer.

The offense will not be considered disqualifying if the individual received a full pardon or had his or her civil rights restored.

## **END OF SECTION 01036**



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## SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Preliminary Construction Schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Submittals Schedule.
  - 4. Daily construction reports.
  - 5. Field condition reports.
  - 6. Special reports.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Airport Project Representative.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use 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.
  2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
  2. Specification Section number and title.
  3. Submittal category (action or informational).
  4. Name of subcontractor.
  5. Description of the Work covered.
  6. Scheduled date for Airport Project Representative's final release or approval.
- C. Preliminary Construction Schedule: Submit two opaque copies.
1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- D. Preliminary Network Diagram: Submit two opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.
- E. Contractor's Construction Schedule:
1. Submit an electronic copy of schedule, using software indicated, and Adobe pdf. Include type of schedule (Baseline or Updated) and date on label.
- F. CPM Reports: Concurrent with CPM schedule, submit each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity

description, cost and resource loading (if requested), original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report (If requested): Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.

G. Daily Construction Reports: Submit 2 copies at monthly intervals.

H. Material Location Reports: Submit at weekly intervals.

I. Field Condition Reports: Submit at time of discovery of differing conditions.

J. Special Reports: Submit at time of unusual event.

## 1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Airport Project Representative's request.

B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 1. Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including phasing, area separations, interim milestones and partial Owner occupancy.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

## 1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## **PART 2 - PRODUCTS**

### **2.1 SUBMITTALS SCHEDULE**

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
    - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
  3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

### **2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL**

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Airport Project Representative.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  4. Startup and Testing Time: Include not less than 14 days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Airport Project

Representative's administrative procedures necessary for certification of Substantial Completion.

- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents (such as work hours) and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Work under More Than One Contract: Include a separate activity for each contract.
  3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  6. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Mockups.
    - e. Fabrication.
    - f. Sample testing.
    - g. Deliveries.
    - h. Installation.
    - i. Tests and inspections.
    - j. Adjusting.
    - k. Curing.
    - l. Startup and placement into final use and operation.
  8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    - a. Structural completion.
    - b. Permanent space enclosure.
    - c. Completion of mechanical installation.
    - d. Completion of electrical installation.
    - e. Substantial Completion.
  9. Other Constraints: Relocation and installation of MUFIDS system integration
- E. Cost Correlation: If requested, at the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.

1. Refer to Division 1 for cost reporting and payment procedures.
  2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Airport Project Representative's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
  3. Each activity cost shall reflect an accurate value subject to approval by Airport Project Representative.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- G. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

## 2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule at the pre-construction conference.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

## 2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 10 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## 2.5 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: If requested, submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

- C. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, cost- and resource-loaded (if requested), time-scaled CPM network analysis diagram for the Work.
1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Airport Project Representative's approval of the schedule.
  2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
  5. Approval of CPM Baseline Schedule is required prior to start of construction.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.
    - g. Installation.
    - h. Work by Owner that may affect or be affected by Contractor's activities.
    - i. Testing and commissioning.
  2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. **Scheduled start and completion dates shall be consistent with Contract milestone dates.**
  3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
    - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
  2. Description of activity.
  3. Principal events of activity.
  4. Immediate preceding and succeeding activities.
  5. Early and late start dates.
  6. Early and late finish dates.



7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the Schedule of Values).

F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
  - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
  - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

## 2.6 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.

17. Equipment or system tests and startups.
18. Partial Completions and occupancies.
19. Substantial Completions authorized.

- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.7 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
  1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals with each application for payment, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate Actual Completion percentage for each activity.

4. **Each Update shall include the approved baseline schedule start and finish dates in comparison to the progress update showing actual start and finish dates**
- C. Distribution: Distribute copies of approved schedule to Airport Project Representative, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION 01320**

## 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.
- E. Project Control System: A web-based project control software for records retention and management of all documentation related to this agreement.

#### 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 the Departments project number identifier and related technical specification, including revision identifier.
    - a. File name shall use the Departments 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.
  3. Upon the Department's request, the Contractor shall use the Departments web-based Project Control System. Refer to Special Provisions 34.0.
- 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. Roughing-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."

- 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

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## 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 **RE-INSPECTION FEES:** Should the Engineer perform re-inspections 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 the 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
2. DBE or OSBD Schedules
  - a. If a DBE or OSBD Goal has been established
3. Disbursement of Final Payment to Subcontractors
4. Consent of Surety to Release Final Payment
5. Form of Guarantee
6. Notarized Conditional Waiver and Release of Claim
7. 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:

**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/State 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:

**INTER-OFFICE COMMUNICATION**  
**CONSTRUCTION PROJECT CLOSE-OUT CHECKLIST**

**Project No & Name:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Pay Application No:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Prepared By:** \_\_\_\_\_

	<b>Federal DBE Program</b>
	<b>Local OEBO Program</b>

ITEM	DESCRIPTION	REQUIRED CRC <sup>1</sup>	RESPONSIBLE PARTY		DATE REC'D	COMMENTS
			PRIME CONTRACTOR	DOA		
1	Draft Pay Application with DBE or SMWBE schedules		X			Check that the invoice is a proper invoice in accordance with PPM AF-F-050. Route to Finance to confirm the final project amount
2	Budget Availability Statement (BAS)	X		X		
3	Complete List of Subcontractors with contact information		X			This is for warranty purposes
4	Final Release of Liens from Subcontractors/Suppliers		X			Check Notice to Owners to make sure complete.
5	Conditional Final Waiver and Release of Claim from the Prime	X	X			
6	Disbursement of Final Payment to Subcontractors	X	X			
7	Contract History	X		X		
8	Original Consent of Surety to Release Final Payment	X	X			Check that the contract amount on the form matches item 1
9	Certificate of Substantial Completion	X	X			Check that is has been executed by all parties
10	Final Acceptance Letter	X	X			From the consultant
11	Original Form of Guarantee	X	X			Check the date of Substantial Completion is correct
12	OEBO or DBE Compliance memo	X		X		Airport Compliance Manager will provide the memo. Check that schedules are submitted
13	Attic Stock transmitted to DOA maintenance if applicable		X			
14	As-built drawings		X			

**INTER-OFFICE COMMUNICATION**

**CONSTRUCTION PROJECT CLOSE-OUT CHECKLIST**

**Project No & Name:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Pay Application No:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Prepared By:** \_\_\_\_\_

	<b>Federal DBE Program</b>
	<b>Local OEBO Program</b>

ITEM	DESCRIPTION	REQUIRED CRC <sup>1</sup>	RESPONSIBLE PARTY		DATE REC'D	COMMENTS
			PRIME CONTRACTOR	DOA		
15	Equipment Warranties and O & M Manuals		X			Confirm transmittal to DOA Maintenance
16	List of Equipment & Values to Fixed Asset Manager if applicable		X	X		Contractor provides list of values; DOA transmits to Fixed Asset Manager
17	Summary of Failed Tests with costs - if applicable			X		This is applicable to Civil Construction
18	Returned Hang tags and Badges of Subcontractors to DOA Security Office		X			
19	Returned Keys to DOA Maintenance		X			
20	Current Insurance Document	X		X		Request from DOA Admin III
21	Final Pay Application	X	X			Must have date stamp in accordance with PPM AF-F-50

**Note 1: PPM CW-F-50 For contracts under \$300,000 the Lead approves the final close-out**



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## **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 (1) hard copy and electronic media (AutoCAD 2020 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 Civil 3-D format and shall include, at a minimum the northing, easting, elevation (all in feet) and descriptor for each data point. The Engineer will provide the Contractor with AutoCAD drawings of all original construction drawings. Any design information in the drawings that has been changed shall be marked with a strikethrough and as-built information shall be added such that the drawings contain the original design and the as-built 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 (2) 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**

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## **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**

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## APPENDIX 1 – CONTRACT CLAUSES





## APPENDIX 1 STATE CONTRACT CLAUSES

The Contractor acknowledges and agrees that the provisions of this Appendix 1 shall apply to any projects awarded under this Contract when Florida Department of Transportation funds are used, in whole or in part, to fund or reimburse projects under this Contract. Contractor shall comply with all applicable state and/or federal grant assurance requirements in the performance of its obligations under this Contract, including, but not limited to, the requirements listed below. In the event of a conflict between this Appendix 1 and the requirements set forth in a specific funding agreement, which are expressly applicable to Contractors and its subcontractors, the terms of the funding agreement shall prevail. Furthermore, Contractor acknowledges and agrees that the Owner may amend or update this Appendix 1 as it deems necessary or appropriate to ensure compliance with applicable funding requirements.

### **1. General Civil Rights Provisions (FAA A5.3.2).**

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.

Contractor shall include the aforementioned provision in all subcontracts.

- 2. Title VI Solicitation Notice (FAA Grant Assurances).** Contractor shall include the following notice in all solicitations issued under this Contract: The Palm Beach Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.

### **3. Title VI Clauses for Compliance with Nondiscrimination Requirements (FAA A.6.4.1).**

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:

- A. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as hereinafter defined), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- B. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this 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.

- C. **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.
- D. **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 Owner 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 Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the non-discrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. **Incorporation of Provisions:** The Contractor will include the provisions of section 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 Owner 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 Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### 4. **Title VI List of Pertinent Nondiscrimination Acts and Authorities (FAA A6.4.5).**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities (referred to herein as the "Title VI List of Pertinent Nondiscrimination Acts and Authorities" or "Nondiscrimination Acts and Authorities"), including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).
5. **Federal Fair Labor Standards Act (FAA A17.3).** All contracts and subcontracts that result from this Contract must 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 has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
6. **Occupational Health and Safety Act of 1970 (FAA A20.3).** All contracts and subcontracts that result from this Contract must 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.
7. **Disadvantaged Business Enterprises (“DBE”) (JPA §10.30).**
- A. Disadvantaged Business Enterprise (49 CFR Part 26) – The Contractor and its subcontractors shall comply with the requirements of Section 11.0, Utilization of Disadvantaged Business Enterprises, Instructions to Bidders.
- The Contractor 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.

The Contractor shall include the aforementioned provision in each subcontract that the Contractor signs under this Contract and shall require subcontractors to include this provision in their subcontracts.

**8. Equal Employment Opportunity (JPA §11.10).** In connection with the carrying out of any project, the Contractor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, 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, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, the Contractor shall insert the foregoing provision modified only to show the particular contractual relationship in all its subcontracts in connection with the development or operation of , except contracts for standard commercial supplies or raw materials, and shall require all such subcontractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Contractor shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by Owner setting forth the provisions of the nondiscrimination clause.

**9. Federal Certification Regarding Lobbying (JPA §19.10).** The Contractor certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.
- B. 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 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.
- C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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.

**10. State Prohibition on Using Funds for Lobbying (JPA §19.20).** No funds received pursuant to this Contract may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

**11. Restrictions, Prohibits, Controls, and Labor Provisions (JPA §21.00).** During the performance of this Contract, the Contractor agrees as follows and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Contract:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- C. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by FDOT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Owner.
- D. Neither the Contractor nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Owner has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires such interest, and if such interest is immediately disclosed to the Owner, the Owner, with prior approval of FDOT, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the contract relating to such contract, subcontract or arrangement. The Contractor shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:  
  
“No member, officer or employee of Palm Beach County during his tenure or for 2 years thereafter shall have any interest, direct or indirect in this Contract or the proceeds thereof.”

**12. Employment Eligibility (JPA §23.00).** Contractor shall:

- A. Utilize the U S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract; and
- B. Expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Contractor term.

**13. Inspector General Cooperation (JPA §24.00).** The Contractor agrees to comply with Section 20.055(5), Florida Statutes and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**14. Compliance with Laws, Rules, and Regulations, Guidelines and Standards (FDOT).** The Contractor shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Contract and all federal, state, and local laws and regulations applicable to this project.

**15. Unauthorized Aliens (FDOT).** FDOT considers the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Contract.

**16. Procurement of Construction Services (FDOT).** If the project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project, fifty percent (50%) or more of the cost of the project is to be paid from state-appropriated funds, then the Contractor must comply with the requirements of Section 255.0991, Florida Statutes.

**17. Approval of Third Party Contracts (FDOT).** The Owner specifically reserves the right to review and approve any and all third party contracts with respect to any project before the Contractor executes or obligates itself in any manner requiring the disbursement of funds, including amendments to contracts. If the Owner chooses to review and approve third party contracts for a project and the Contractor fails to obtain such approval, which shall be sufficient cause for nonpayment by the Owner. The Owner specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**18. Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the State of Florida, Florida Department of Transportation, including their respective officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Owner's sovereign immunity.

**END OF APPENDIX A**

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## APPENDIX 2 – GEOTECHNICAL REPORT







January 19, 2023

HDR

8333 NW 53rd Street, Suite 302

Doral, FL 33166

Attn: Mr. Emilio Corrales, PE

email: [emilio.corrales@hdrinc.com](mailto:emilio.corrales@hdrinc.com)

**RE: Geotechnical Services Report  
Cargo Access Improvements Design Task I-22-PBI-H-007  
Palm Beach International Airport  
TSFGeo Project No. 7111-22-326**

Dear Emilio:

Tierra South Florida, Inc. (TSFGeo) has completed a geotechnical exploration and laboratory testing for the subject project. The project is performed in general accordance with Advisory Circular (AC) 150/5320-6G "Airport Pavement Design and Evaluation". The results of our exploration program are presented in this report.

If you have any questions or comments regarding this report, please contact our office at your earliest convenience.

Sincerely

**TSFGeo**

A blue ink signature of Harmon C. Bennett, P.E.

Harmon C. Bennett, P.E.

Principal Engineer

FL Registration No. 53130

A blue ink signature of Sean Tromans, E.I.

Sean Tromans, E.I.

Staff Engineer



THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED  
AND THE SIGNATURE MUST BE VERIFIED  
ON ANY ELECTRONIC COPIES.

TIERRA SOUTH FLORIDA, INC  
2765 VISTA PARKWAY S-10  
WEST PALM BEACH, FL 33411  
HARMON COY BENNETT, P.E. No. 53130

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	Soil Profile, Sheet 2
	Soil Survey Sheet, Sheet 3
	Pavement and Base Material Data Sheet
	Core Photos
	Summary of Exfiltration Test Results
	Summary of Laboratory Tests Results
	Grain Size Data Sheets
	Report of Moisture Density Relationship

## **1.0 PROJECT DESCRIPTION**

The project, as we understand it, includes related work for the Cargo Access Improvements Design Task I-22-PBI-H-007, in Palm Beach County, Florida.

The purpose of this study was to provide geotechnical input to the design team to assist in the evaluation of the merits of the planned construction.

## **2.0 SCOPE OF SERVICES**

The study was performed to obtain information on the existing subsurface conditions at the proposed project site to assist in the design of construction plans for the proposed construction. The following services were provided:

1. Reviewed readily available published topographic and soils information. This information was obtained from the "Soil Survey of Palm Beach County, Florida," published by the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS), and USGS Maps.
2. Performed a total of six (6) asphalt cores of the pavement material.
3. Performed three (3) Borehole Permeability (BHP) tests for near-surface soils infiltration parameters.
4. Performed a Geotechnical field study that included three (3) Standard Penetration Test (SPT) borings to a depth of approximately ten (10) feet below the existing grade, along with three (3) augers to 10 feet for the BHPs, and six (6) augers to two feet for the asphalt cores.
5. Classified soil samples using the ASTM Soil Classification System.
6. Created a Roadway Soil Survey Sheet with AASHTO soil classifications for roadway.
7. Performed a limited amount of laboratory testing on selected soil samples for classification purposes, including grain size analysis, organic content, and moisture content testing.
8. Prepared this Geotechnical Services Report for the project.

These Geotechnical Services were performed in general accordance with Advisory Circular AC150/5320-6G.

### **3.0 RESULTS OF SUBSURFACE EXPLORATION**

#### **3.1 Review of USDA Soil Survey, Palm Beach County, Florida**

Based on a review of the "Soil Survey of Palm Beach County Area, Florida," prepared by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), the following soil-mapping units are noted within the vicinity of the improvement area.

**Map Unit 4 - Arents-Urban land complex, 0 to 5 percent slopes** - Arents Component - The Arents component makes up 60 percent of the Map Unit. Slopes are 0 to 5 percent. This component is on fills, rises on marine terraces on coastal plains. The parent material consists of altered marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches or restricted depth - is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 0 percent. Urban Land Component – Urban land is a miscellaneous area. No soils data is available for miscellaneous areas.

**Map Unit 6 - Basinger fine sand, 0 to 2 percent slopes** - The Basinger component makes up 85 percent of the Map Unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches or restricted depth - is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent.

**Map Unit - 48 - Urban land, 0 to 2 percent** - The Urban land is a miscellaneous area. No soils data exists for miscellaneous areas.

A portion of the mapping for the area is included as **Soil Map - Palm Beach County Area, Florida** in the Appendix.

#### **3.2 Field Exploration**

The subsurface conditions at the site were evaluated by performing three (3) Standard Penetration Test (SPT) borings, placed at various locations requested by HDR within the improvement area. The SPT borings were advanced to approximately 10 feet below the ground surface. A total of three (3) Borehole Permeability (BHP) tests were completed. The location of all field tests were identified by HDR and marked in the field by Survey personnel. Approximate locations of the

borings are presented in the Appendix the **Boring Location Plan, Sheet 1**. The borings were drilled using a truck-mounted CME-45 drill rig, and mud rotary and casing procedures. Samples of the in-place materials were recovered at 2 feet intervals using a standard split spoon driven with a 140-pound hammer freely falling 30 inches (the SPT sampling after ASTM D 1586). The samples of the in-place soils were placed in airtight jars and returned to our laboratory for classification by a geotechnical engineer. The samples were visually classified in general in accordance with the ASTM Soil Classification System. A summary of AASHTO classifications was also provided.

### 3.3 General Soil Condition

All SPT borings had topsoil at the surface. Beneath the topsoil a sand with trace amounts of limerock and silt was encountered for the uppermost 2 to 4 feet, followed by a sand material. The sand layers were classified as SP-SM, and SP, respectively for depth. BHP-3 had a similar soil profile to the SPTs B-1, B-2, and B-3. The soils encountered for BHP-1 and BHP-2 were recorded as sand, with a SP classification. All borings had sand at the termination depth. Based on SPT N-values recorded, the majority of the layers tested were in the medium-density-condition, with a few layers in the loose-density-condition. **Soil Profiles** are presented in the Appendix on Sheet 2.

A Geotechnical engineer bases soil stratification on visual inspection of the recovered samples, laboratory testing, and interpretation of the field boring logs. The boring stratification lines represent the approximate boundaries between soil types of significantly different engineering properties; however, the actual transition may be gradual. In some cases, small variations in properties not considered pertinent to our engineering evaluation may have been abbreviated or omitted for clarity. The boring profiles represent the conditions at a particular boring location, and variations do occur and should be expected among the borings.

### 3.4 Pavement Cores

A total of six (6) asphalt cores were obtained at pavement locations shown on the attached **Boring Location Plan, Sheet 1**. The asphalt pavement thickness for each visible area was estimated. A photo of each core in the field and laboratory was obtained. The summary data for coring process is included at **Pavement and Base Material Data Sheet**. The base material was limerock. The photos of the core location and laboratory core specimen are included as **Core Photos** in the Appendix.

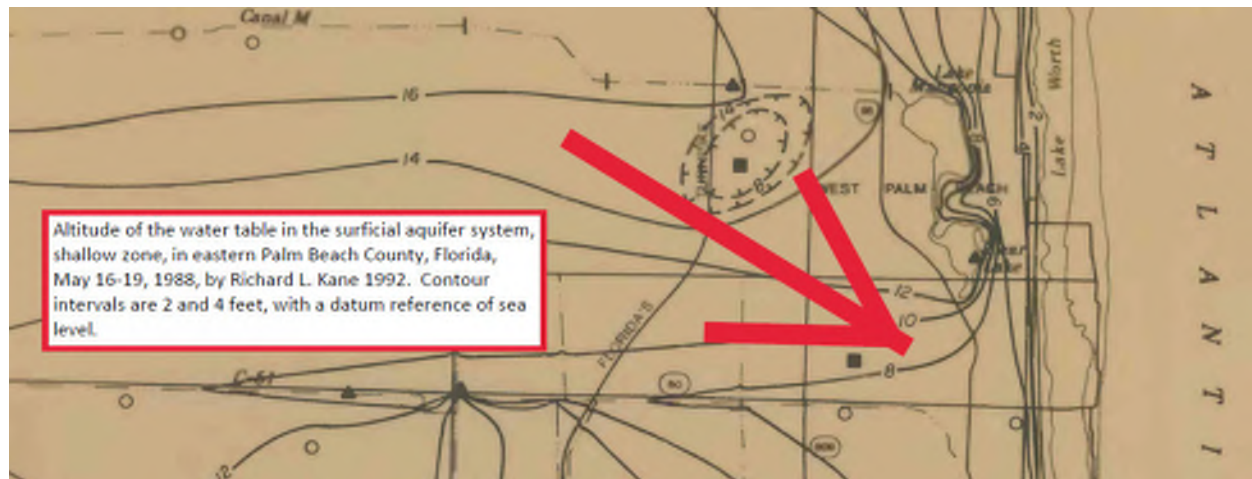
### 3.5 Groundwater Conditions

The groundwater level was measured at the boring locations following the termination of drilling. The groundwater table measured in the borings was noted at approximately 5 to 8 feet below the existing grades. The groundwater table measured at each of the boring locations is presented on the **Soil Profiles** in the Appendix.

Groundwater conditions will vary with environmental variations and seasonal conditions, such as the frequency and magnitude of rainfall patterns, as well as man-made influences (i.e., existing canals, swells, irrigation, drainage ponds, underdrains and areas of covered soils like paved parking

lots and sidewalks). Fluctuation should be anticipated. We recommend that the contractor determine the actual groundwater levels at the time of construction to determine groundwater impact on his construction procedure.

Based on a review of the available map data (with reference noted in **Figure 1** below), the Seasonal High Groundwater Table (SHGWT) level is estimated to be between 8 ft and 10 ft, with Sea Level Reference.



**Figure 1 - Water Table in Surficial Aquifer**

### **3.6 Borehole Permeability (BHP) Test Results**

Three (3) BHP tests were performed using the usual open-hole, constant head methodology. The holes were advanced to approximately 10 feet below the existing grade and were drilled with a hollow stem auger so that soil samples could be retrieved for visual classification by an engineer. The borings were completed as open well with gravel pack (6-20 silica sand). The well-screen slot widths were 0.020 inches. Water from the drill rig tank was then pumped into the open well, and the amount of water required maintaining a constant head was recorded. The test results are presented in the Appendix as **Summary of Exfiltration Test Results**.

## **4.0 LABORATORY TESTING**

### **4.1 Laboratory Test Results**

Samples from the borings were field classified, placed in sealed containers, and transported to the laboratory for further analysis by a geotechnical engineer. Our classification was based on visual inspection, using the results from the laboratory testing as confirmation. The following tests (including number) were performed on selected representative samples in order to determine their Laboratory index property. A summary of test quantities is as noted here:

- Natural Moisture Content 4
- Grain Size Analysis 4
- Organic Content 1

Test results are included in summary form in the Appendix as **Summary of Laboratory Test Results**. The gradation curves are presented in the Appendix as **Grain Size Data Sheets**. Tests were performed in general accordance with test references noted in Table 4.1.

<b>Table 4.1 – Soil Sample Testing Methods</b>	
<b>Test Type</b>	<b>Test Method</b>
Sieve Analysis	ASTM C 136
Moisture Content	ASTM D 2216
Organic Content	ASTM D 2974

## 4.2 California Bearing Ratio (CBR) Tests

A total of two (2) samples were obtained and tested for the California Bearing Ratio (CBR) ASTM D1883. Samples were collected at locations selected by HDR in the widening areas. The collected samples were taken to our laboratory for testing. Laboratory CBRs were 35 and 40, with an recommended CBR value of 30. The results of the testing are included as the **Report of Moisture Density Relationship** in the **Appendix**.

## 5.0 EVALUATION AND RECOMMENDATIONS

### 5.1 Geotechnical Discussion

The geotechnical study completed for the proposed site improvements confirms that the site is suitable for the planned utilization when viewed from a soil mechanics and foundation engineering perspective. Subsurface conditions at the site are not expected to impose any major geotechnical constraints or limitations on the constructed project.

Based on the data currently available, it is our opinion that the foundation soils are suitable to support new structures with a bearing capacity of 2,500 pounds per square foot (psf) after ground densification noted herein. Any floor slabs required can be grade-supported after densification noted herein. The friction factor between the soil and concrete may be taken as 0.35.

The settlement of foundations based in the in-situ granular soils, or engineered fill, will occur as an elastic response of the soils to the building loads applied. Given site and soil preparation that is completed before footing construction, and using the design criteria discussed above, we expect that total and differential foundation settlements to be on the order of 1 inch and ½ inch, respectively.



Recommendations for site preparation, foundation design, and related construction are presented in the following sections of this report.

## **6.0 SITE PREPARATION PROCEDURES**

The site preparation work is expected to involve site clearing, subgrade proof-rolling, and placement of compacted fill. Presented below is a brief review of the required work.

### **6.1 Site Clearing**

All construction areas should be cleared of topsoil or other above-ground debris. Underground utilities and foundation remnants, if any, should be removed within the area of the proposed construction.

### **6.2 Floor Subgrade Compaction and Engineering Fill**

Before the construction of the ground floor slab the area should be proofrolled with a self-propelled roller (Ingersoll-Rand SD 100D or equivalent) in and compacted to a field dry density not less than 95% of the material's maximum dry density as determined by the Modified Compaction Test (ASTM D1557). In areas where the ground floor slab elevation is above existing grade, engineering fill will be necessary to support slab-on-grade and other surface features such as driveways, and sidewalks. Such fill should also be compacted to the aforementioned 95% criteria. The engineering fill materials must be placed under our close inspection and testing. The fill should be inorganic granular soils free from deleterious materials approved by our firm. The fill should be placed in lifts of no greater than 12 inches thick, and each lift should be compacted to the aforementioned 95% criteria. In restricted areas where a small compactor must be used, the lift thickness should be reduced to 6 inches to 9 inches, as directed by an inspector from our firm. Fill around footings should be backfilled in no more than 12-inch thick loose lifts, and each lift should be compacted to the above mentioned 95% criteria.

### **6.3 Footing**

Following the proofrolling operation described above, the foundation areas should be excavated and compacted to the above mentioned 95% criteria. The footings should be formed and poured in-the-dry. After excavation for footings, the footing subgrade should be observed and tested by a representative of TSFGeo before steel or concrete placement to assess that foundation materials are capable of supporting the design load and are covered with the materials discussed in the report.

### **6.4 Lateral Earth Pressures**

Below grade structures should be designed to resist earth pressure from granular backfill, surcharge loads, and unbalanced hydrostatic forces. For walls that are not restrained during backfilling but are free to rotate at the top, active earth pressure should be used in design. Walls that are restrained should

be designed assuming at-rest earth pressure. In cases where the wall moves into the backfill, passive earth pressure criteria should be used. Recommended equivalent fluid densities for each pressure condition with no allowance for surcharge loads are presented below in **Table 6.4**.

<b>Table 6.4 - Lateral Earth Pressure Coefficients</b> <b>Based on 115 pcf Saturated Unit Weight</b> <b>and an assumed SPT N-Value of 10-20 for the backfill soil compaction.</b>				
<b>Mode</b>	<b>Symbol</b>	<b>Coefficient</b>	<b>Above Water Pressure (pcf)</b>	<b>Below Water Pressure (pcf)*</b>
Active	Ka	0.33	38	80
At Rest	K <sub>0</sub>	0.5	58	89
Passive	Kp	3.00	345	222
* Includes the water pressure weight. Drains not required if design is completed with Below Water Pressure values.				

## 6.5 Roadway Soils

At the locations tested, the soils encountered appear to be suitable for the use of roadway embankment. Any deleterious material (such as organic or clayey soils) encountered on the slopes, or at grade, in the widening areas should be excavated and removed from the surface before additional soils are placed to change grades.

A **Soil Survey Sheet**, typical to FDOT Roadway Projects, has been provided to summarize the use of the roadway soils. The below soil notes are considered applicable for the soils for the site. The soil profiles herein have Unified Soil Classification. Soil profiles provided in the plan set for cross sections should have the Stratum Numbers to correspond to the soils usage notes included herein.

- Stratum 1 consists of Asphalt, listed for purpose of soil profiles.
- Stratum 2 consists of Limerock Base (A-1-b). These materials appear to be suitable to use in subgrade and embankment and should be utilized according to Standard Plans Index 120-001.
- Stratum 3 consists of Topsoil (A-8) and should be stripped from the proposed widening and new pavement areas in accordance with Standard Specifications Section 120-Embankment and Excavation.
- Stratum 4 consists of Light Brown To Brown Sand with Trace Limerock and Silt (A-2-4). This material appears to be suitable to use in subgrade and embankment support and should be utilized according to Standard Plans Index 120-001. However, this material is likely to retain excess moisture and may be difficult to dry and compact. It may be used in the embankment above the water level existing at the time of construction and should be used according to Standard Plans Index 120-001. It may be used in the subgrade portion of the roadbed when approved by the Airport Materials Engineer. Material placed below the existing water level must be non-plastic and contain less than 15% passing the No. 200 U.S. Standard Sieve.

- Stratum 5 consists of Light Brown to Brown sand (A-3). these materials appear to be suitable to use in subgrade and embankment and should be utilized according to standard plans index 120-001.
- Stratum 6 consists of Brown Sand with Trace Silt and Limerock (Base) (A-3/A-1-b). These materials appear to be suitable to use in subgrade and embankment and should be utilized according to Standard Plans Index 120-001.
- Stratum 7 consists of Light Brown to Brown Sand with Trace Silt (A-3/A-2-4). This material appears to be suitable to use in subgrade and embankment support and should be utilized according to Standard Plans Index 120-001. However, this material is likely to retain excess moisture and may be difficult to dry and compact. It may be used in the embankment above the water level existing at the time of construction and should be used according to Standard Plans Index 120-001. It may be used in the subgrade portion of the roadbed when approved by the Airport Materials Engineer. Material placed below the existing water level must be non-plastic and contain less than 15% passing the No . 200 U.S. Standard Sieve.
- Stratum 8 consists of Organic Sand (A-8) and should be stripped from the proposed widening and new pavement areas in accordance with standard specifications section 12 - Embankment and Excavation. This stratum should be removed from the depth of approximately 3 to 4 feet below grade at the north side of the crossing from perimeter road to Australian Ave.

## **7.0 CONSTRUCTION CONSIDERATIONS**

It is recommended that TSFGeo be retained to provide observation and testing of construction activities involved in the foundation, earthwork, and related activities of this project to verify subsurface conditions. TSFGeo cannot accept any responsibility for any conditions that deviate from those described in this report, nor for the performance of the foundation, if not engaged to provide construction observation and testing for this project.

### **7.1 Pipe Backfill**

The sand material encountered at the site should not present issues for backfill operations. Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only sand material with less than 10% percent passing the US Standard #200 sieve for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

### **7.2 Excavations**

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P." This document was issued to better ensure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, basement excavations or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being

strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

Foundations of existing adjacent buildings, if any, should be braced/shored appropriately during the excavation of the proposed structure modification foundations or utilities.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain the stability of both the excavation sides and bottoms. The contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

We are providing this information solely as a service to our client. TSFGeo does not assume responsibility for construction site safety or the contractor's or other parties' compliance with local, state, and federal safety or other regulations.

## **8.0 REPORT LIMITATIONS**

Our Geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned improvements to the Cargo Access Improvements Design Task I-22-PBI-H-007 are based upon the following: (1) site observations, (2) the field exploratory test data obtained during the geotechnical study, and (3) our understanding of the project information.

This study did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air on or below or around this site. Any statement in this report or on the boring logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes.

Upon the discovery of any site or subsurface conditions during construction, which appears to deviate from the data obtained during this Geotechnical exploration, please contact us immediately so that we may visit the site, observe the differing conditions, and evaluate the new information with regards to our evaluation and recommendations contained herein.

This geotechnical report has been prepared for the exclusive use of HDR for the specific application to the proposed project noted as Cargo Access Improvements Design Task I-22-PBI-H-007, in West Palm Beach, Palm Beach County, Florida.

## **APPENDIX**

Soil Map - Palm Beach County Area, Florida

Boring Location Plan, Sheet 1

Soil Profile, Sheet 2

Soil Survey Sheet, Sheet 3

Pavement and Base Material Data Sheet

Core Photos

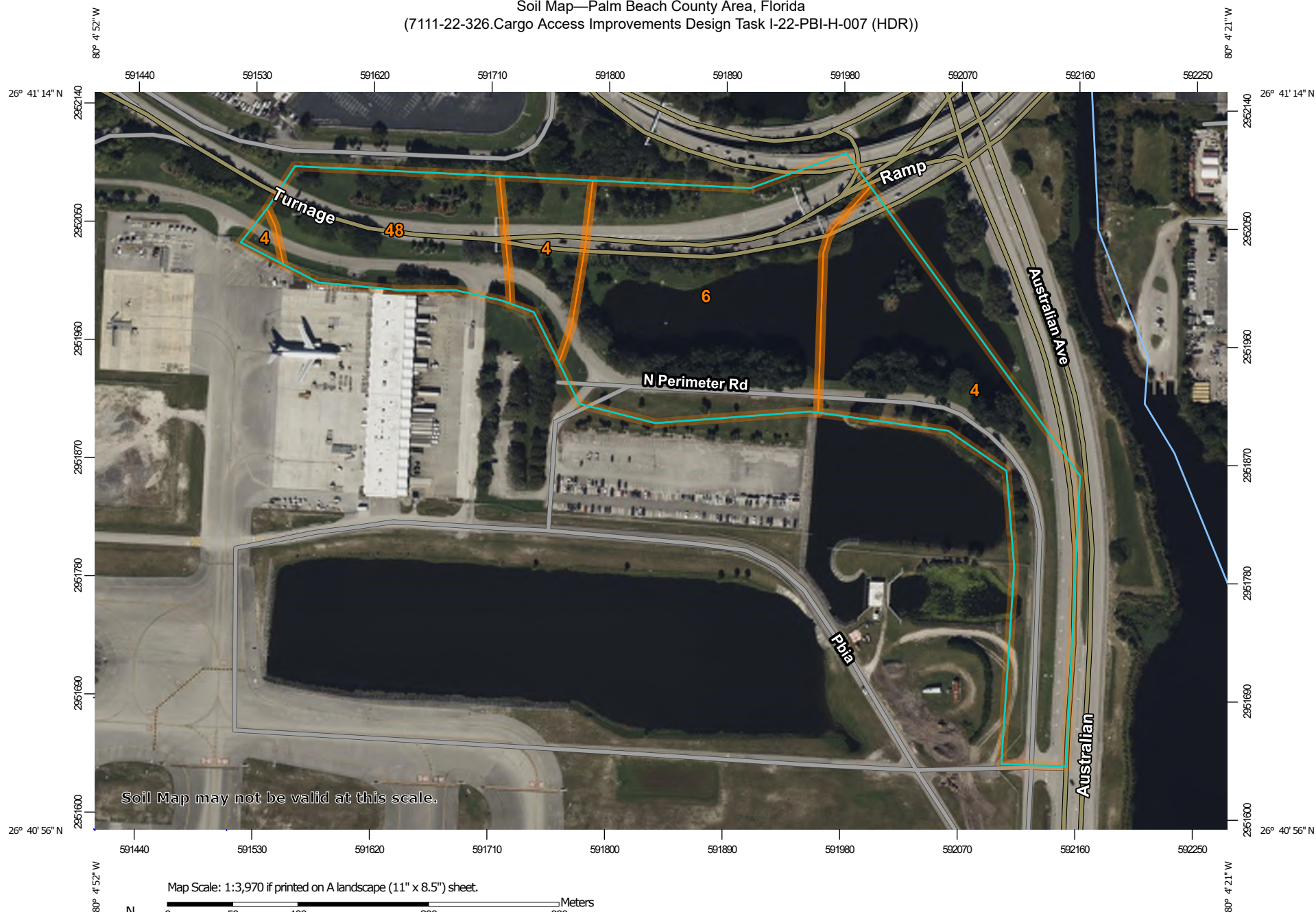
Summary of Exfiltration Test Results

Summary of Laboratory Tests Results

Grain Size Data Sheets


Report of Moisture Density Relationship

Soil Map—Palm Beach County Area, Florida  
(7111-22-326.Cargo Access Improvements Design Task I-22-PBI-H-007 (HDR))





## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Palm Beach County Area, Florida

Survey Area Data: Version 19, Sep 1, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 14, 2022—Jan 24, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Arents-Urban land complex, 0 to 5 percent slopes	9.6	43.5%
6	Basinger fine sand, 0 to 2 percent slopes	8.6	39.2%
48	Urban land, 0 to 2 percent slopes	3.8	17.3%
<b>Totals for Area of Interest</b>		<b>22.0</b>	<b>100.0%</b>

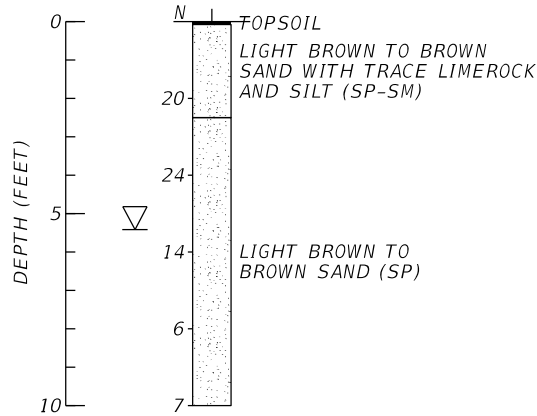






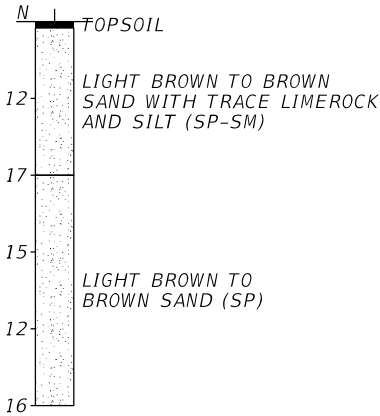
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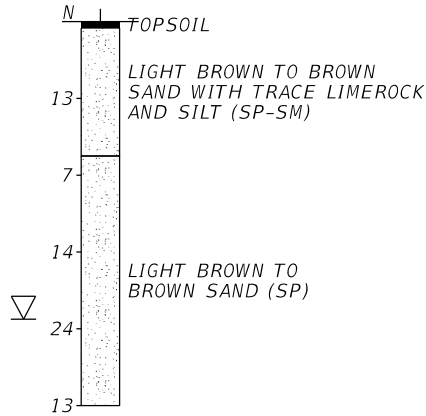
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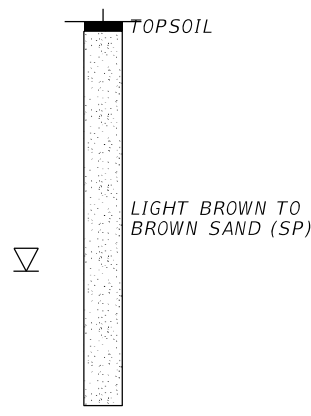
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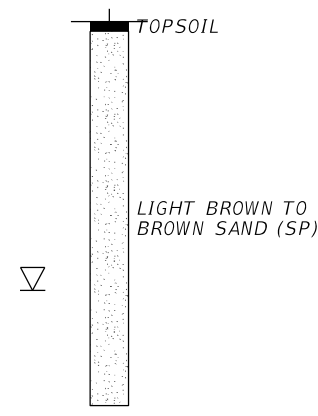
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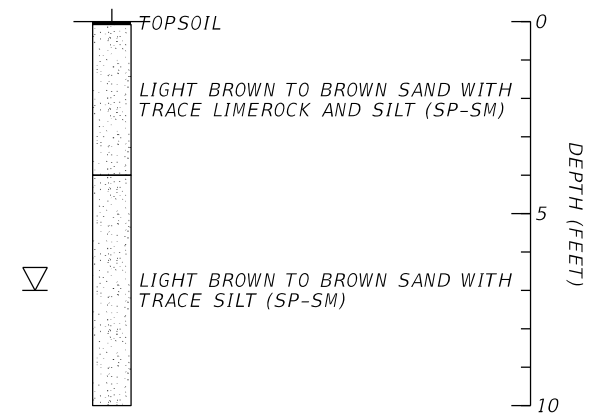
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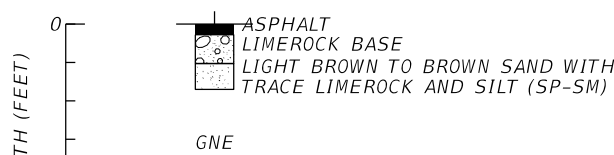
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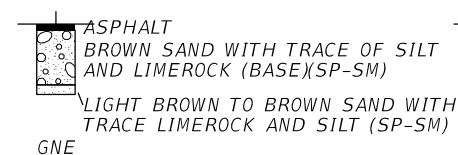
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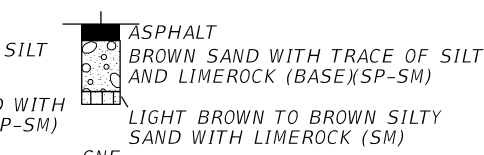
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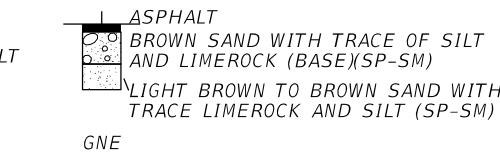
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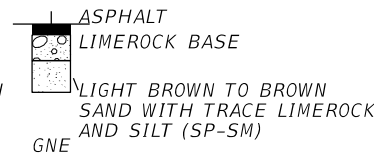
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Longitude -80.0787503



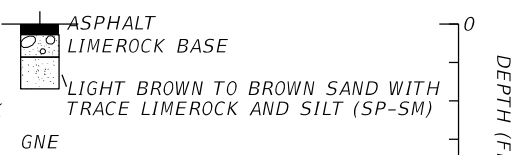
Boring Terminated  
at Depth of 1.71ft

Bore # PC-05  
Date 10/19/2022  
Hammer auto  
Rig CME-45  
Latitude 26.6852836  
Longitude -80.0747534



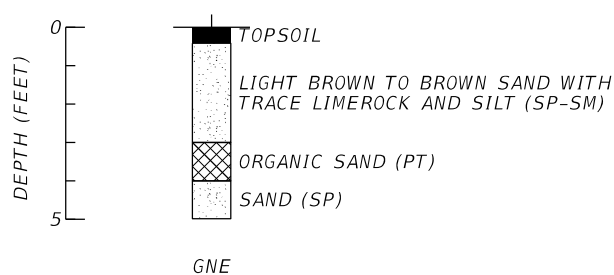
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at Depth of 1.78ft

Bore # PC-06  
Date 10/19/2022  
Hammer auto  
Rig CME-45  
Latitude 26.6829268  
Longitude -80.0740804



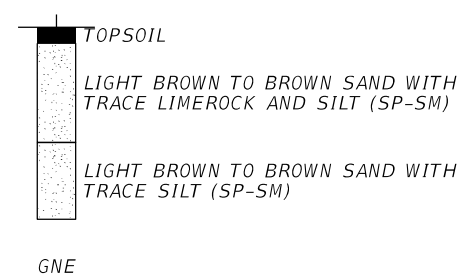
Boring Terminated  
at Depth of 1.69ft

Bore # CBR-1  
Date 12/20/2022  
Hammer auto  
Latitude 26.682942  
Longitude -80.073972



Boring Terminated  
at Depth of 5ft

Bore # CBR-2  
Date 12/20/2022  
Hammer auto  
Latitude 26.686665  
Longitude -80.076146



Boring Terminated  
at Depth of 5ft

#### LEGEND

▽ Encountered Groundwater Table  
GNE Groundwater Not Encountered



#### NOTES

- BORING LOCATIONS WERE MARKED IN THE FIELD USING A HANDHELD GPSMap GARMIN 78s. ACTUAL LOCATIONS AND THEIR COORDINATES ARE APPROXIMATE. STATION AND OFFSETS WERE DETERMINED BASED ON THE ALIGNMENT FILE.
- DEPTH SHOWN ARE IN FEET FROM EXISTING GROUND SURFACE
- SPT N-VALUES SHOWN ABOVE WERE OBTAINED USING AUTOMATIC HAMMERS. GENERALLY DESIGN CORRELATIONS AND PROGRAMS USE SAFETY HAMMERS N-VALUES. HENCE, THE ABOVE N-VALUES NEED TO BE MULTIPLIED BY 1.24 TO OBTAIN EQUIVALENT SAFETY HAMMER N-VALUES FOR DESIGN PURPOSE.

DRAWN BY:  
NG

APPROVED BY:  
HB

ENGINEER OF RECORDS

HARMON BENNETT, P.E.  
FLORIDA LICENSE NO.:  
53130



TIERRA SOUTH FLORIDA  
2765 VISTA PARKWAY, STE-10  
WEST PALM BEACH, FL 33411

SCALE:

NTS

PROJECT NUMBER:

7111-22-326

SOIL PROFILES

PBIA CARGO ROAD

WEST PALM BEACH, FLORIDA

SHEET NO.

2

1/19/2023 1:21:12 PM Joliva J:\Tierra Documents\Projects\TSF 2022\7111-22-326\Cargo Access Improvements Design Task I-22-PBI-H-007 (HDR)\Geotechnical\7111\_22-326\_sPlan\_sProfiles.dgn

DATE OF SURVEY: OCTOBER AND DECEMBER 2022  
SURVEY MADE BY: TIERRA SOUTH FLORIDA, INC.  
SUBMITTED BY: TIERRA SOUTH FLORIDA, INC.

PROJECT NAME: Cargo Access Improvements Design Task  
I-22-PBI-H-007  
TSFGEO PROJECT ID: 7111-22-326

DISTRICT:   
ROAD NO.:   
COUNTY: PALM BEACH

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF ROADS  
SURVEY BEGINS STA.: SURVEY ENDS STA.:

STRATUM NO.	ORGANIC CONTENT		MOISTURE CONTENT		SIEVE ANALYSIS RESULTS % PASS						ATTERBERG LIMITS (%)				DESCRIPTION	CORROSION TEST RESULTS				
	NO. OF TESTS	% ORGANIC	NO. OF TESTS	% MOISTURE	NO. OF TESTS	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTIC INDEX	AASHTO GROUP		NO. OF TESTS	RESISTIVITY ohms-cm	CHLORIDE ppm	SULFATES ppm	pH
1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ASPHALT	-	-	-	-	-
2	-	-	1	6	1	47	33	29	21	15	-	-	-	A-1-b	LIMEROCK BASE	-	-	-	-	-
3	-	-	-	-	-	-	-	-	-	-	-	-	-	A-8	TOPSOIL	-	-	-	-	-
4	-	-	-	-	-	-	-	-	-	-	-	-	-	A-2-4	LIGHT BROWN TO BROWN SAND WITH TRACE LIMEROCK AND SILT (SP-SM)	-	-	-	-	-
5	-	-	1	3	1	100	93	76	45	5	-	-	-	A-3	LIGHT BROWN TO BROWN SAND (SP)	-	-	-	-	-
6	1	3	2	12-15	2	61-100	48-95	43-70	25-32	6-14	-	-	-	A-3 /A-1-b	BROWN SAND WITH TRACE SILT AND LIMEROCK (BASE)(SP-SM)	-	-	-	-	-
7	1	2	1	19	1	100	94	79	50	11	-	-	-	A-3 /A-2-4	LIGHT BROWN TO BROWN SAND WITH TRACE SILT (SP-SM)	-	-	-	-	-
8	1	27	1	56	1	100	91	76	49	27	FS	-	-	A-8	ORGANIC SAND (PT)	-	-	-	-	-

EMBANKMENT AND SUBGRADE MATERIAL

STRATA BOUNDARIES ARE APPROXIMATE. MAKE FINAL CHECK AFTER GRADING.

▽ - WATER TABLE ENCOUNTERED

▼ - ESTIMATED SEASONAL HIGH GROUNDWATER LEVEL

GNE - GROUNDWATER NOT ENCOUNTERED

NP- NON PLASTIC

- STRATA BOUNDARIES ARE APPROXIMATE AND REPRESENT SOIL STRATA AT EACH BORING LOCATION ONLY. ANY SUBSOIL CONNECTING LINES SHOWN ARE FOR ESTIMATING EARTHWORK ONLY AND DO NOT INDICATE ACTUAL STRATUM LIMITS. SUBSURFACE VARIATIONS BETWEEN BORING SHOULD BE ANTICIPATED AS INDICATED IN STANTRARD SPECIFIFCATIONS SECTION 2-4. FOR FURTHER DETAILS SEE SECTION 120-3.
- GROUNDWATER LEVEL SHOWN AS ( ▽ ) WHERE ENCOUNTERED, GROUNDWATER NOT ENCOUNTERED SHOWN AS "GNE". ESTIMATED SEASONAL HIGH GROUNDWATER LEVEL SHOWN AS ( ▼ ). IF ESTIMATED AT OR ABOVE THE BOTTOM OF BORING PROFILE ELEVATION.
- REMOVAL OF MUCK AND PLASTIC MATERIAL OCCURRING WITHIN THE ROADWAY SHALL BE ACCOMPLISHED IN ACCORDANCE WITH STANDARD PLANS INDEX 120-002, UNLESS OTHERWISE SHOWN ON THE PLANS. THE MATERIAL UTILIZED IN EMBANKMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH STANDARD PLANS INDEX 120-001.
- SOIL ANALYSIS INCLUDED DATA FROM ROADWAY AREAS AND RAMP AREAS, AS NOTED IN LIMITS ABOVE.
- THE SYMBOL "-" REPRESENTS AN UNMEASURED PARAMETER.
- STRATUM 1 CONSISTS OF ASPHALT, LISTED FOR PURPOSE OF SOIL PROFILES.
- STRATUM 2 CONSISTS OF LIMEROCK BASE (A-1-b). THESE MATERIALS APPEAR TO BE SUITABLE TO USE IN SUBGRADE AND EMBANKMENT AND SHOULD BE UTILIZED ACCORDING TO STANDARD PLANS INDEX 120-001.
- STRATUM 3 CONSISTS OF TOPSOIL (A-8) AND SHOULD BE STRIPPED FROM THE PROPOSED WIDENING AND NEW PAVEMENT AREAS IN ACCORDANCE WITH STANDARD SPECIFICATIONS SECTION 120-EXCAVATION AND EMBANKMENT.
- STRATUM 4 CONSITS OF LIGHT BROWN TO BROWN SAND WITH TRACE LIMEROCK AND SILT (A-2-4). THIS MATERIAL APPEARS TO BE SUITABLE TO USE IN SUBGRADE AND EMBANKMENT SUPPORT AND SHOULD BE UTILIZED ACCORDING TO STANDARD PLANS INDEX 120-001. HOWEVER, THIS MATERIAL IS LIKELY TO RETAIN EXCESS MOISTURE AND MAY BE DIFFICULT TO DRY AND COMPACT. IT MAY BE USED IN THE EMBANKMENT ABOVE THE WATER LEVEL EXISTING AT THE TIME OF CONSTRUCTION AND SHOULD BE USED ACCORDING TO STANDARD PLANS INDEX 120-001. IT MAY BE USED IN THE SUBGRADE PORTION OF THE ROADBED WHEN APPROVED BY THE COUNTY MATERIALS ENGINEER. MATERIAL PLACED BELOW THE EXISTING WATER LEVEL MUST BE NON-PLASTIC AND CONTAIN LESS THAN 15% PASSING THE NO. 200 U.S. STANDARD SIEVE.
- STRATUM 5 CONSISTS OF LIGHT BROWN TO BROWN SAND (A-3). THESE MATERIALS APPEAR TO BE SUITABLE TO USE IN SUBGRADE AND EMBANKMENT AND SHOULD BE UTILIZED ACCORDING TO STANDARD PLANS INDEX 120-001.
- STRATUM 6 CONSISTS OF BROWN SAND WITH TRACE SILT AND LIMEROCK (BASE) (A-3/A-1-b). THESE MATERIALS APPEAR TO BE SUITABLE TO USE IN SUBGRADE AND EMBANKMENT AND SHOULD BE UTILIZED ACCORDING TO STANDARD PLANS INDEX 120-001.
- STRATUM 7 CONSITS OF LIGHT BROWN TO BROWN SAND WITH TRACE SILT (A-3/A-2-4). THIS MATERIAL APPEARS TO BE SUITABLE TO USE IN SUBGRADE AND EMBANKMENT SUPPORT AND SHOULD BE UTILIZED ACCORDING TO STANDARD PLANS INDEX 120-001. HOWEVER, THIS MATERIAL IS LIKELY TO RETAIN EXCESS MOISTURE AND MAY BE DIFFICULT TO DRY AND COMPACT. IT MAY BE USED IN THE EMBANKMENT ABOVE THE WATER LEVEL EXISTING AT THE TIME OF CONSTRUCTION AND SHOULD BE USED ACCORDING TO STANDARD PLANS INDEX 120-001. IT MAY BE USED IN THE SUBGRADE PORTION OF THE ROADBED WHEN APPROVED BY THE AIRPORT MATERIALS ENGINEER. MATERIAL PLACED BELOW THE EXISTING WATER LEVEL MUST BE NON-PLASTIC AND CONTAIN LESS THAN 15% PASSING THE NO. 200 U.S. STANDARD SIEVE.
- STRATUM 8 CONSISTS OF ORGANIC SAND (A-8) AND SHOULD BE STRIPPED FROM THE PROPOSED WIDENING AND NEW PAVEMENT AREAS IN ACCORDANCE WITH STANDARD SPECIFICATIONS SECTION 120-EXCAVATION AND EMBANKMENT. THIS STRATUM SHOULD BE REMOVED FROM THE DEPTH OF APPROXIMATLEY 3 TO 4 FEET BELOW GRADE AT THE NORTH SIDE OF THE CROSSING FROM PERIMETER ROAD TO AUSTRALIAN AVE.

DRAWN BY:  
NG  
CHECKED BY:  
HB

APPROVED BY:  
HB  
DATE:  
1/19/2023

ENGINEER OF RECORDS  
HARMON BENNETT, P.E.  
FLORIDA LICENSE NO.:  
53130



TIERRA SOUTH FLORIDA  
2765 VISTA PARKWAY, STE-10  
WEST PALM BEACH, FL 33411

SCALE:  
NTS

PROJECT NUMBER:  
7111-22-326

SOIL SURVEY SHEET  
PBIA CARGO ROAD  
WEST PALM BEACH, FLORIDA

SHEET NO.  
3

**Geotechnical Services Report**  
**Cargo Access Improvements Design Task I-22-PBI-H-007**  
**Pam Beach International Airport**  
**TSFGeo Project No. 7111-22-326.**  
**Pavement and Base Material Data Sheet**

Core No.	R o a d w a y	Pavement Layer Type (in.)								Base			Stabilized Subgrade		Crack		P v m t  C o n d	R u t  D e p t h  (in.)	C r o s s  S l o p e  (%)	C r o s s  D i r e c t i o n  S l o p e	Comments	L a t i t u d e	L o n g i t u d e
		Top	S P 2 F	S P 2 F	S P 2 C	S 2	S 2		P T h i c k n e s s  ( i n . )	L R	S A N D / W L R	T o t a l	Yes / No	T h i c k n e s s	D e p t h  (in.)	F u l l  D e p t h							
		F C 2																					
1	JAMES L TURNAGE BLVD					2.2	1.2		3.4	9.0		9.0	YES	8.0	3.4	YES	POOR	0.0	4.2	INSIDE	SSG: BR SAND W/LR. SHELL NOTED IN THE MIX OF THE UPPER LAYER.	26.686486	-80.079022
2	JAMES L TURNAGE BLVD					1.9			1.9		17.0	17.0	YES	3.0	1.1	NO	FAIR	0.0	4.2	INSIDE	SSG: BR SAND W/LR. SHELL NOTED IN THE MIX.	26.686497	-80.076659
3	JAMES L TURNAGE BLVD	0.5	2.1	2.5					5.1		16.0	16.0	YES	4.0			FAIR	0.0	8.3	INSIDE	SSG: BR SAND W/LR.	26.686374	-80.076352
4	PERIMETER RD				1.3	1.2			2.5		10.0	10.0	YES	8.0	2.5	YES	POOR	0.4	2.1	OUTSIDE	SHELL NOTED IN THE BOTTOM LAYER MIX. SSG: BR SAND W/LR.	26.686226	-80.078750
5	PERIMETER RD					1.6	1.8		3.4	8.0		8.0	YES	10.0	3.4	YES	FAIR	0.0	3.1	OUTSIDE	SSG: BR SAND W/LR. SHELL NOTED IN THE MIX FOR BOTH LAYERS.	26.685284	-80.074753
6	PERIMETER RD					1.6	1.7		3.3	7.0		7.0	YES	10.0			FAIR	0.5	0.3	OUTSIDE	SHELL NOTED IN THE BOTTOM LAYER MIX. SSG: BR SAND W/LR.	26.682927	-80.074080



Core ID PC-01  
 Core Date 10/19/2022  
 Latitude 26.6864857  
 Longitude -80.0790215  
 Roadway JAMES L TURNAGE BLVD  
 Pavement Layer 5 S2 2.2  
 Pavement Layer 6 S2 1.2  
 Total Core Length (in.) 3.4  
 Base Material Thickness (in.) 1 LR 9  
 Stabilized Subgrade? YES  
 Stabilized Subgrade Thickness (in.) 8  
 Crack \* Depth (in.) 3.4  
 Full Depth Crack? YES  
 Pavement Condition POOR  
 Rut Depth (in.) 0  
 Cross Slope (%) 4.2  
 Cross Slope Direction INSIDE  
 Comments SSG: BR SAND W/LR. SHELL NOTED  
 IN THE MIX OF THE UPPER LAYER.

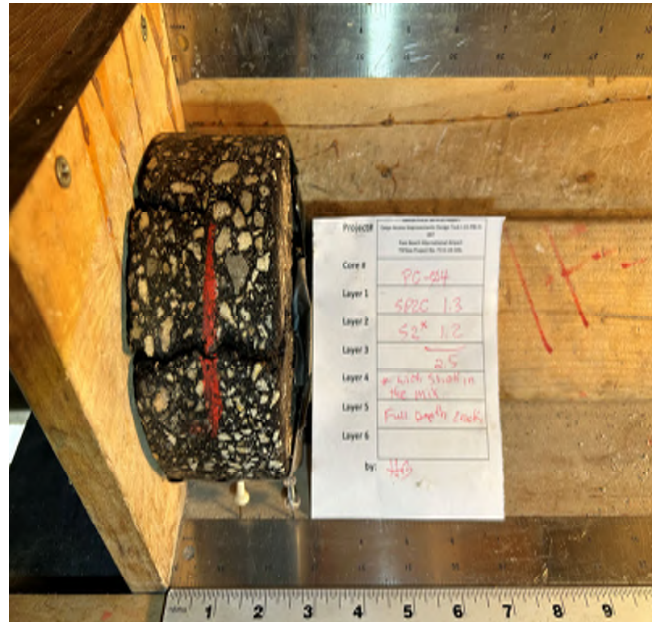


Core ID PC-02  
 Core Date 10/19/2022  
 Latitude 26.686497  
 Longitude -80.0766588  
 Roadway JAMES L TURNAGE BLVD  
 Pavement Layer 5 S2 1.9  
 Total Core Length (in.) 1.9  
 Base Material Thickness (in.) 2 SAND/W LR 17  
 Stabilized Subgrade? YES  
 Stabilized Subgrade Thickness (in.) 3  
 Crack \* Depth (in.) 1.1  
 Full Depth Crack? NO  
 Pavement Condition FAIR  
 Rut Depth (in.) 0  
 Cross Slope (%) 4.2  
 Cross Slope Direction INSIDE  
 Comments SSG: BR SAND W/LR. SHELL NOTED  
 IN THE MIX.





Core ID PC-03  
 Core Date 10/19/2022  
 Latitude 26.6863739  
 Longitude -80.0763523  
 Roadway JAMES L TURNAGE BLVD  
 Pavement Layer 1 FC2 0.5  
 Pavement Layer 2 SP2F 2.1  
 Pavement Layer 3 SP2F 2.5  
 Total Core Length (in.) 5.1  
 Base Material Thickness (in.) 2 SAND/W LR 16  
 Stabilized Subgrade? YES  
 Stabilized Subgrade Thickness (in.) 4  
 Pavement Condition FAIR  
 Rut Depth (in.) 0  
 Cross Slope (%) 8.3  
 Cross Slope Direction INSIDE  
 Comments SSG: BR SAND W/LR.



Core ID PC-04  
 Core Date 10/19/2022  
 Latitude 26.6862261  
 Longitude -80.0787503  
 Roadway PERIMETER RD  
 Pavement Layer 4 SP2C 1.3  
 Pavement Layer 5 S2 1.2  
 Total Core Length (in.) 2.5  
 Base Material Thickness (in.) 2 SAND/W LR 10  
 Stabilized Subgrade? YES  
 Stabilized Subgrade Thickness (in.) 8  
 Crack \* Depth (in.) 2.5  
 Full Depth Crack? YES  
 Pavement Condition POOR  
 Rut Depth (in.) 0.375  
 Cross Slope (%) 2.1  
 Cross Slope Direction OUTSIDE  
 Comments SHELL NOTED IN THE BOTTOM LAYER MIX. SSG: BR SAND W/LR.





Core ID PC-05  
 Core Date 10/19/2022  
 Latitude 26.6852836  
 Longitude -80.0747534  
 Roadway PERIMETER RD  
 Pavement Layer 5 S2 1.6  
 Pavement Layer 6 S2 1.8  
 Total Core Length (in.) 3.4  
 Base Material Thickness (in.) 1 LR 8  
 Stabilized Subgrade? YES  
 Stabilized Subgrade Thickness (in.) 10  
 Crack \* Depth (in.) 3.4  
 Full Depth Crack? YES  
 Pavement Condition FAIR  
 Rut Depth (in.) 0  
 Cross Slope (%) 3.1  
 Cross Slope Direction OUTSIDE  
 Comments SSG: BR SAND W/LR. SHELL NOTED IN THE MIX FOR BOTH LAYERS.



Core ID PC-06  
 Core Date 10/19/2022  
 Latitude 26.6829268  
 Longitude -80.0740804  
 Roadway PERIMETER RD  
 Pavement Layer 5 S2 1.6  
 Pavement Layer 6 S2 1.7  
 Total Core Length (in.) 3.3  
 Base Material Thickness (in.) 1 LR 7  
 Stabilized Subgrade? YES  
 Stabilized Subgrade Thickness (in.) 10  
 Pavement Condition FAIR  
 Rut Depth (in.) 0.5  
 Cross Slope (%) 0.3  
 Cross Slope Direction OUTSIDE  
 Comments SHELL NOTED IN THE BOTTOM LAYER MIX. SSG: BR SAND W/LR.

### Summary of Exfiltration Test Results

**Geotechnical Services Report  
Cargo Access Improvements Design Task I-22-PBI-H-007  
Pam Beach International Airport  
TSFGeo Project No. 7111-22-326.**

Test Location	Date Performed	Diameter		Depth of Hole (Feet)	Depth to Groundwater Level Below Ground Surface (Feet)		Hydraulic Head, H <sub>2</sub> (Feet)	Saturated Hole Depth, Ds (Feet)	Average Flow Rate, Q (gpm)	Horizontal Hydraulic Conductivity (K)
		Hole (Inches)	Casing (Inches)		Prior to Test	During Test				(ft <sup>3</sup> /sec/ft <sup>2</sup> -ft Head)
BHP-1	10/19/2022	4	6	10.0	6.5	0.0	6.5	3.5	4.70	1.49E-04
BHP-2	10/19/2022	4	6	10.0	7.0	0.0	7.0	3.0	5.10	1.56E-04
BHP-3	10/19/2022	4	6	10.0	7.0	0.0	7.0	3.0	9.20	2.82E-04

Note:

- (1) The above hydraulic conductivity values represent an ultimate value. The designer should decide on the required factor of safety
- (2) The hydraulic conductivity values were calculated based on the South Florida Water Management Districts's USUAL OPEN HOLE CONSTANT HEAD percolation test procedure.
- (3) Casing diameter was used for the calculation of hydraulic conductivity values.



**SUMMARY OF LABORATORY TESTS**  
**Geotechnical Services Report**  
**Cargo Access Improvements Design Task I-22-PBI-H-007**  
**Palm Beach International Airport**  
**TSFGeo Project No. 7111-22-326**

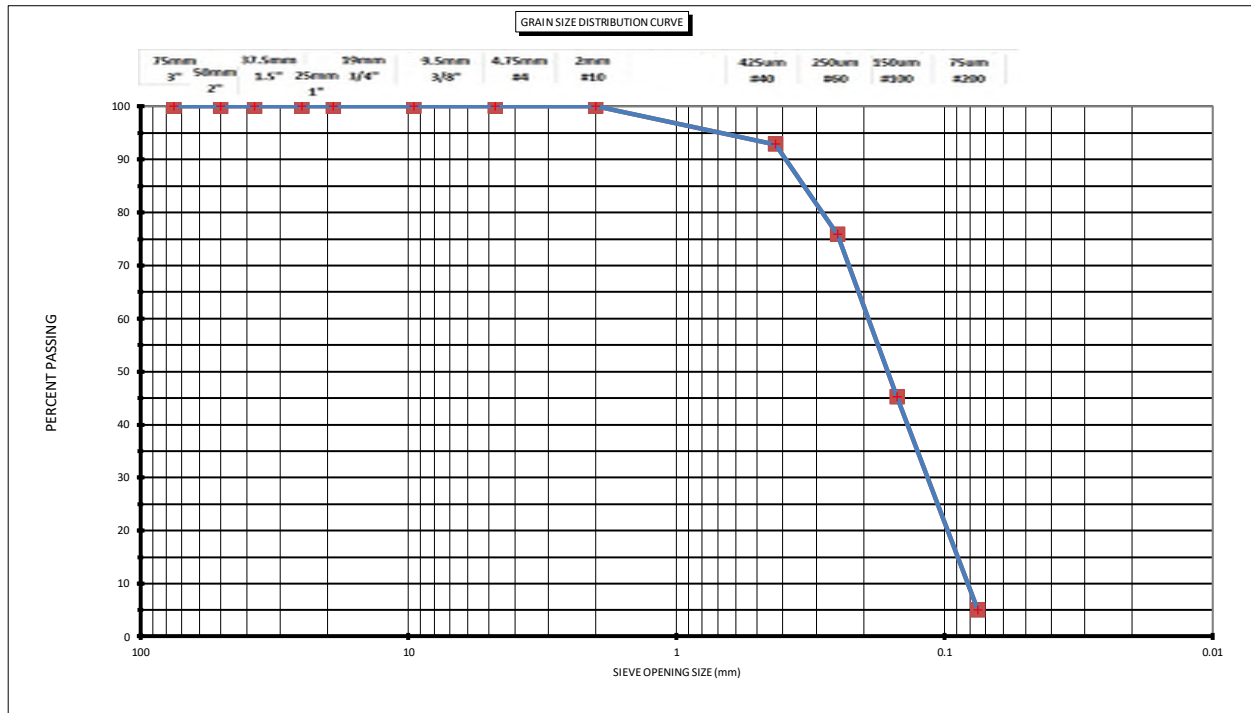
Boring Number	Sample Number	Sample Depth (ft)	Stratum Number	Unified Symbol	AASHTO Symbol	Sieve Analysis, Percentage Passing								Written Description	Organic Content (%)	Natural Moisture Content (%)
						3/4"	3/8"	#4	#10	#40	#60	#100	#200			
PC-1	2	0.28 -1.03	2	SM	A-1-b	85	73	60	47	33	29	21	15	LIMEROCK BASE		6.3
B-3	3	4 - 6	5	SP	A-3	100	100	100	100	93	76	45	5	LIGHT BROWN TO BROWN SAND (SP)		3.4
BHP-3	4	6 - 6.5	6	SP	A-3	100	100	100	100	95	70	32	6	BROWN SAND WITH TRACE SILT AND LIMEROCK (BASE)(SP-SM)	2.9	14.5
PC-3	2	0.43 - 1.76	6	SM	A-1-b	96	83	73	61	48	43	25	14	BROWN SAND WITH TRACE SILT AND LIMEROCK (BASE)(SP-SM)		11.6
CBR-2	4	4 - 5	7	SP-SM	A-2-4	100	100	100	100	94	79	50	11	LIGHT BROWN TO BROWN SAND WITH TRACE SILT (SP-SM)	1.6	19.0
CBR-1	3	3 - 4	8	PT	A-8	100	100	100	100	91	76	49	27	ORGANIC SAND (PT)	26.5	56.6



# GRAIN SIZE DATA SHEET

**PROJECT INFORMATION**  
 Geotechnical Services Report  
 Cargo Access Improvements Design Task I-22-PBI-H-007  
 Palm Beach International Airport  
 TSFGEO Project No. 7111-22-326

DATE: 10/24/2022



ASTM D 2487 Classification of Soil for Engineering Purposes			Coarse Sand	< #4 and > #10	$C_u = D_{60} / D_{10} = 2$
Coarse Gravel	< 3" and > 3/4"		Medium Sand	< #10 and > #40	$C_c = (D_{30})^2 / (D_{10} \times D_{60}) = 1$
Fine Gravel	< 3/4" and > #4		Fine Sand	< #40 and > #200	

BORING # B-3 SAMPLE # 3 DEPTH (ft): 4 - 6  
 STRATUM: 5

SOIL CLASSIFICATION: A-3  
 MC% 3.4  
 OC% 5  
 -200% 5  
 LIGHT BROWN TO BROWN SAND (SP)

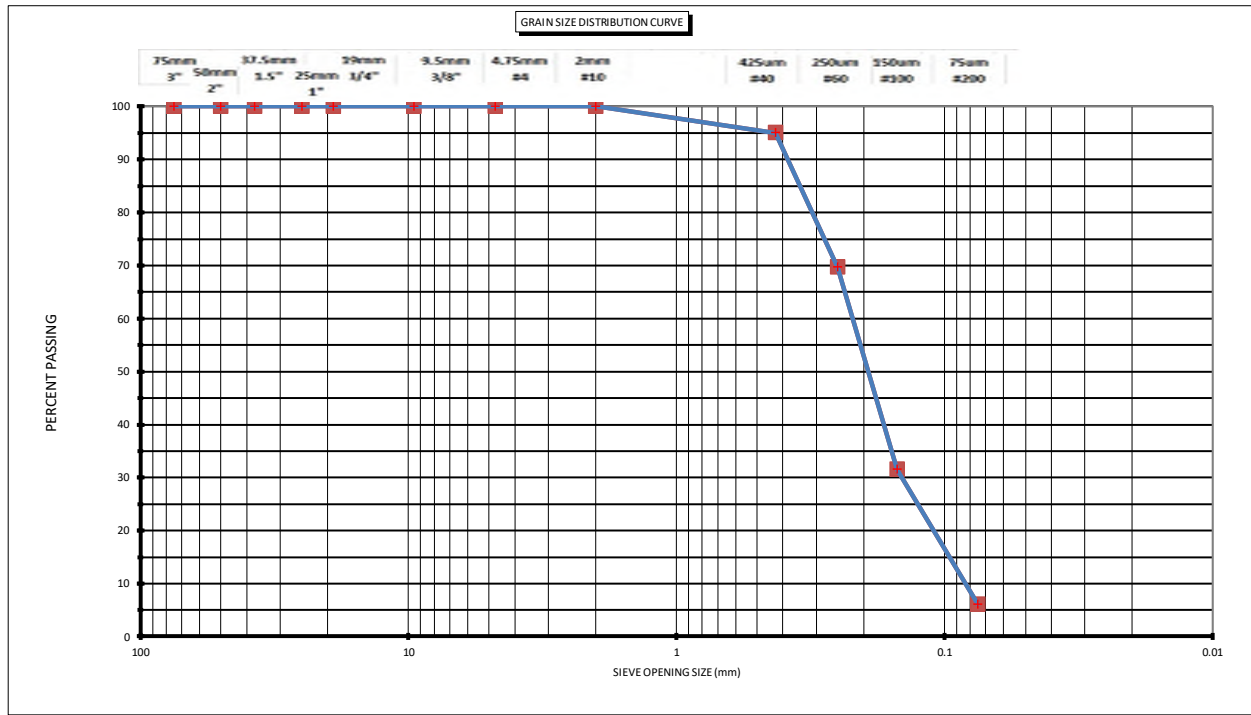
ATTERBERG LIMIT ( - #40 Material )	
LIQUID LIMIT	
PLASTIC LIMIT	
PLASTIC INDEX	



# GRAIN SIZE DATA SHEET

**PROJECT INFORMATION**  
 Geotechnical Services Report  
 Cargo Access Improvements Design Task I-22-PBI-H-007  
 Palm Beach International Airport  
 TSFGEO Project No. 7111-22-326

DATE: 10/24/2022



ASTM D 2487 Classification of Soil for Engineering Purposes			Coarse Sand	< #4 and > #10	$C_u = D_{60} / D_{10} = 3$
Coarse Gravel	< 3" and > 3/4"		Medium Sand	< #10 and > #40	$C_c = (D_{30})^2 / (D_{10} \times D_{60}) = 1$
Fine Gravel	< 3/4" and > #4		Fine Sand	< #40 and > #200	

**BORING #** BHP-3 **SAMPLE #** 4 **DEPTH (ft):** 6 - 6.5  
**STRATUM:** 6

**SOIL CLASSIFICATION:** A-3  
**MC%** 14.5  
**OC%** 2.94  
**-200%** 6  
**BROWN SAND WITH TRACE SILT AND LIMEROCK (BASE)(SP-SM)**

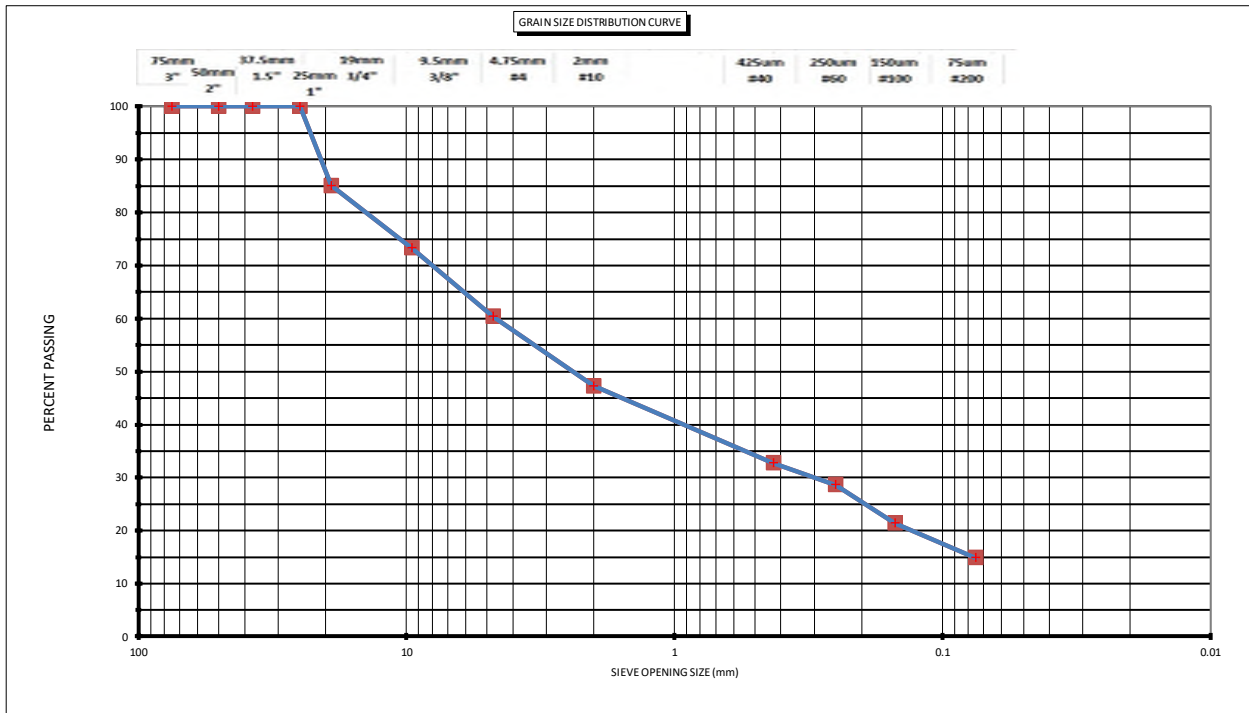
ATTERBERG LIMIT ( - #40 Material )	
LIQUID LIMIT	
PLASTIC LIMIT	
PLASTIC INDEX	



# GRAIN SIZE DATA SHEET

**PROJECT INFORMATION**  
 Geotechnical Services Report  
 Cargo Access Improvements Design Task I-22-PBI-H-007  
 Palm Beach International Airport  
 TSFGEO Project No. 7111-22-326

DATE: 10/24/2022



ASTM D 2487 Classification of Soil for Engineering Purposes			Coarse Sand	< #4 and > #10	$C_u = D_{60} / D_{10} = 86$
Coarse Gravel	< 3" and > 3/4"		Medium Sand	< #10 and > #40	$C_c = (D_{30})^2 / (D_{10} \times D_{60}) = 0$
Fine Gravel	< 3/4" and > #4		Fine Sand	< #40 and > #200	

**BORING #** PC-1      **SAMPLE #** 2      **DEPTH (ft):** 0.28 -1.03  
**STRATUM:** 2

**SOIL CLASSIFICATION:** A-1-b  
**MC%** 6.3  
**OC%** 15  
**-200%**

**LIMEROCK BASE**

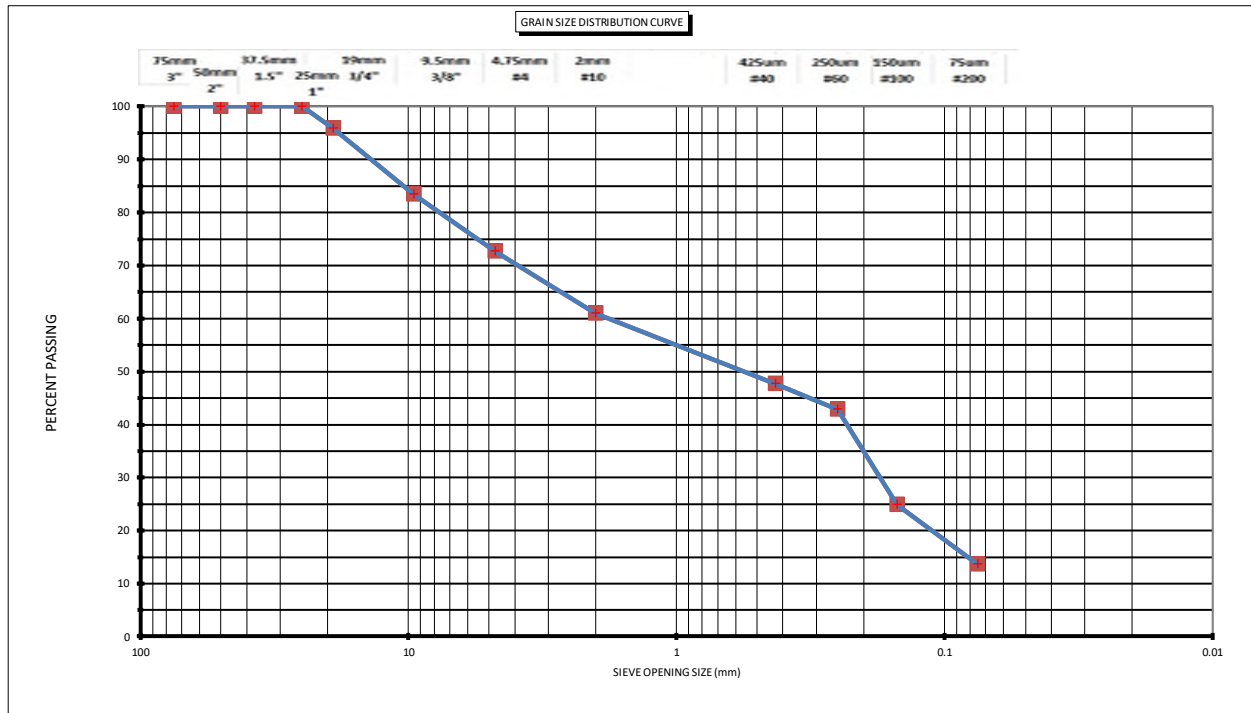
ATTERBERG LIMIT ( - #40 Material )	
LIQUID LIMIT	
PLASTIC LIMIT	
PLASTIC INDEX	



# GRAIN SIZE DATA SHEET

PROJECT INFORMATION  
Geotechnical Services Report  
Cargo Access Improvements Design Task I-22-PBI-H-007  
Palm Beach International Airport  
TSFGeo Project No. 7111-22-326

DATE: 10/24/2022



ASTM D 2487 Classification of Soil for Engineering Purposes			Coarse Sand	< #4 and > #10	$C_u = D_{60} / D_{10} = 28$
Coarse Gravel	< 3" and > 3/4"		Medium Sand	< #10 and > #40	$C_c = (D_{30})^2 / (D_{10} \times D_{60}) = 0$
Fine Gravel	< 3/4" and > #4		Fine Sand	< #40 and > #200	

BORING # PC-3 SAMPLE # 2 DEPTH (ft): 0.43 - 1.76  
STRATUM: 6

SOIL CLASSIFICATION: A-1-b  
MC% 11.6  
OC% 14  
-200% 14  
**BROWN SAND WITH TRACE SILT AND LIMEROCK (BASE)(SP-SM)**

ATTERBERG LIMIT ( - #40 Material )	
LIQUID LIMIT	
PLASTIC LIMIT	
PLASTIC INDEX	

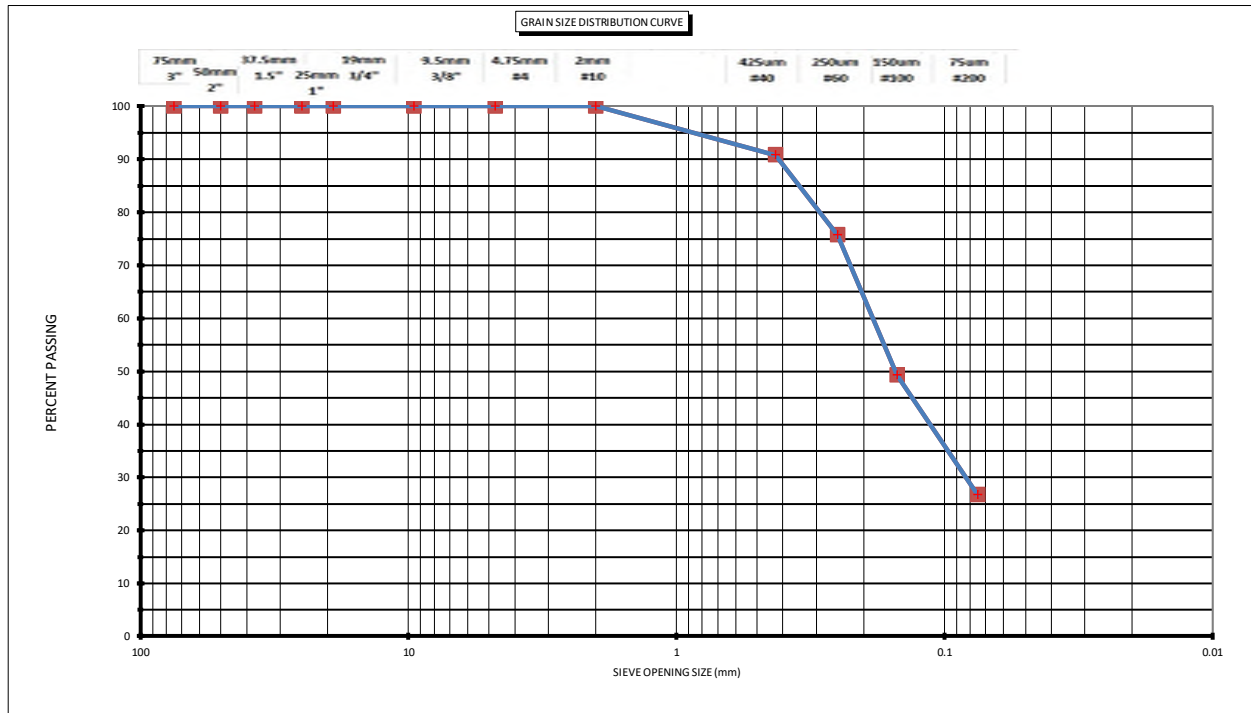


# GRAIN SIZE DATA SHEET

## PROJECT INFORMATION

Geotechnical Services Report  
Cargo Access Improvements Design Task I-22-PBI-H-007  
Palm Beach International Airport  
TSFGeo Project No. 7111-22-326

DATE: 12/21/2022



ASTM D 2487 Classification of Soil for Engineering Purposes			Coarse Sand	< #4 and > #10	$C_u = D_{60} / D_{10} = 5$
Coarse Gravel	< 3" and > 3/4"		Medium Sand	< #10 and > #40	$C_c = (D_{30})^2 / (D_{10} \times D_{60}) = 1$
Fine Gravel	< 3/4" and > #4		Fine Sand	< #40 and > #200	

BORING # \_\_\_\_\_ CBR-1 \_\_\_\_\_ SAMPLE # 3 \_\_\_\_\_ DEPTH (ft): 3 - 4  
STRATUM: 8

SOIL CLASSIFICATION: A-8

MC% 56.6  
OC% 26.55  
-200% 27

ORGANIC SAND (PT)

### ATTERBERG LIMIT ( - #40 Material )

LIQUID LIMIT	
PLASTIC LIMIT	
PLASTIC INDEX	

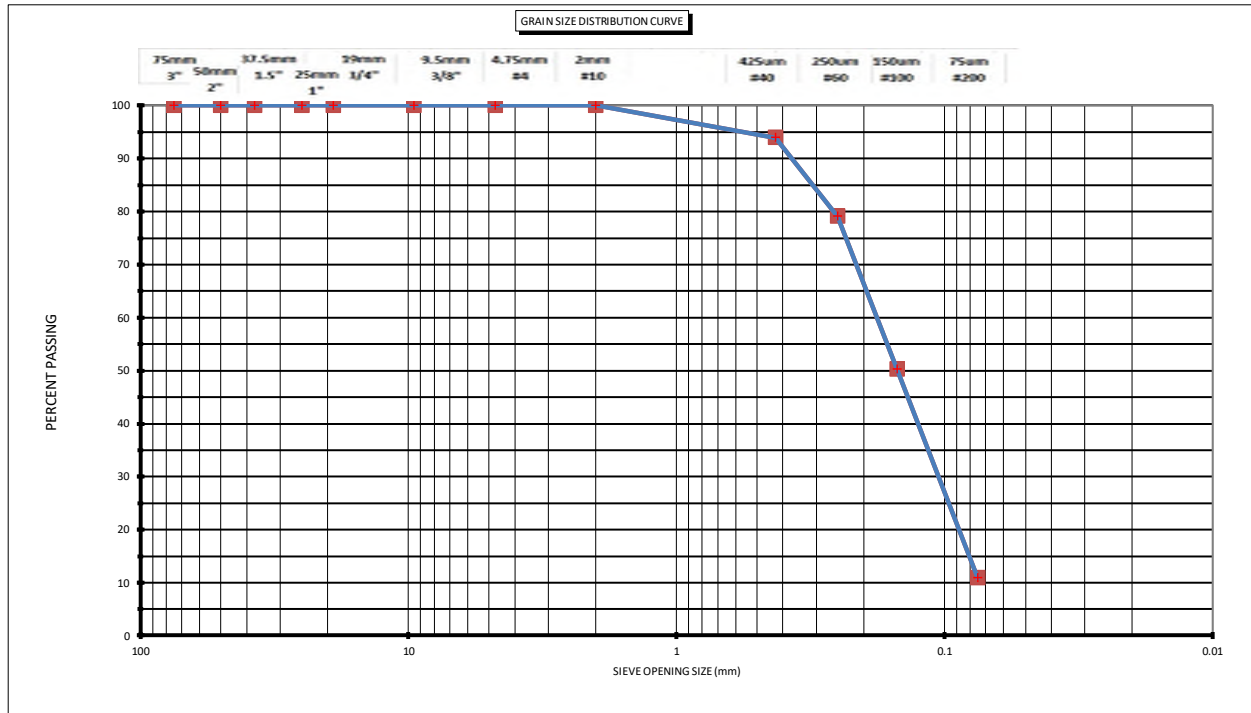


# GRAIN SIZE DATA SHEET

## PROJECT INFORMATION

Geotechnical Services Report  
Cargo Access Improvements Design Task I-22-PBI-H-007  
Palm Beach International Airport  
TSFGeo Project No. 7111-22-326

DATE: 12/21/2022



ASTM D 2487 Classification of Soil for Engineering Purposes			Coarse Sand	< #4 and > #10	$C_u = D_{60} / D_{10} = 2$
Coarse Gravel	< 3" and > 3/4"		Medium Sand	< #10 and > #40	$C_c = (D_{30})^2 / (D_{10} \times D_{60}) = 1$
Fine Gravel	< 3/4" and > #4		Fine Sand	< #40 and > #200	

BORING # \_\_\_\_\_ CBR-2 \_\_\_\_\_ SAMPLE # \_\_\_\_\_ 4 \_\_\_\_\_ DEPTH (ft): 4 - 5  
STRATUM: 7

SOIL CLASSIFICATION: A-2-4

MC% 19.0

OC% 1.62

-200% 11

LIGHT BROWN TO BROWN SAND WITH TRACE SILT (SP-SM)

### ATTERBERG LIMIT ( - #40 Material )

LIQUID LIMIT	
PLASTIC LIMIT	
PLASTIC INDEX	

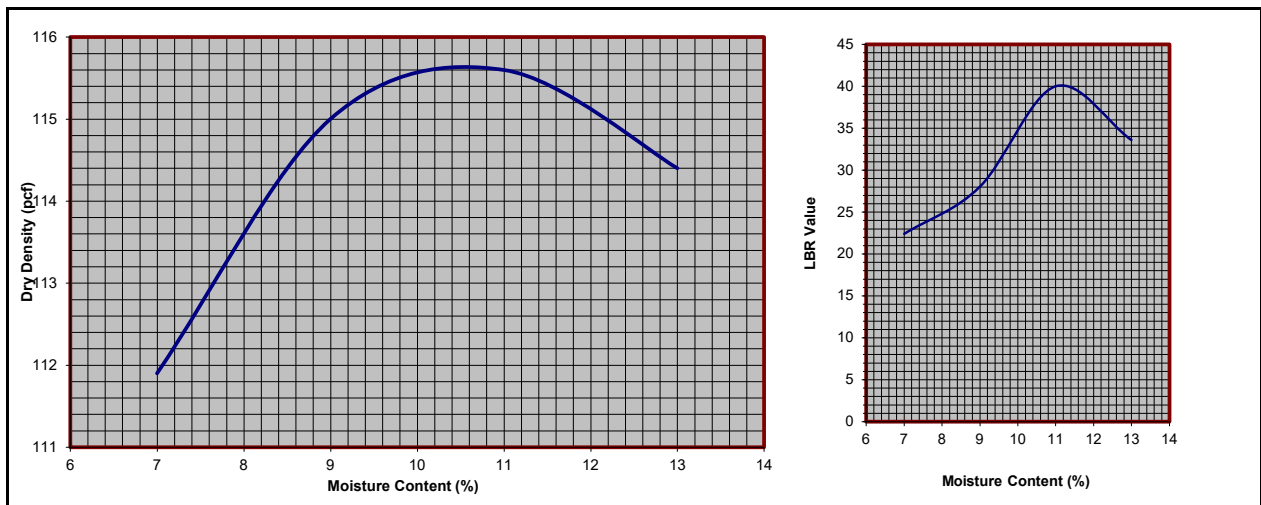
# REPORT OF MOISTURE DENSITY RELATIONSHIP

**Tested for:** HDR  
8333 NW 53rd Street, Suite 302  
Doral, FL 33166

**Project:** Cargo Access Improvements Design Task I-  
Palm Beach International Airport

**TSF Project #:** 7111-22-326

**Date:** 12/20/22



## SOIL DESCRIPTION

**Visual Classification:** LIGHT BROWN TO BROWN SAND WITH TRACE LIMEROCK AND SILT (SP-SM)

**Sample Source:** Site - CBR-1 Lat 26.682942 Lon -80.073972

**Method of Test:** California Bearing Ratio (CBR) ASTM D1883

**Test Results:**

**Maximum Dry Density :** 115.6 pcf

**Optimum Moisture =** 10.6 %

**LBR Value:** 40

## Note:

These test results apply only to the specific locations noted and may not represent any other location or elevations. Reports may not be reproduced, except in full, without permission by Tierra South Florida, Inc.

Respectfully Submitted  
**Tierra South Florida, Inc.**

Harmon Bennett, P.E.  
Principal Engineer  
Florida Registration No. 53130



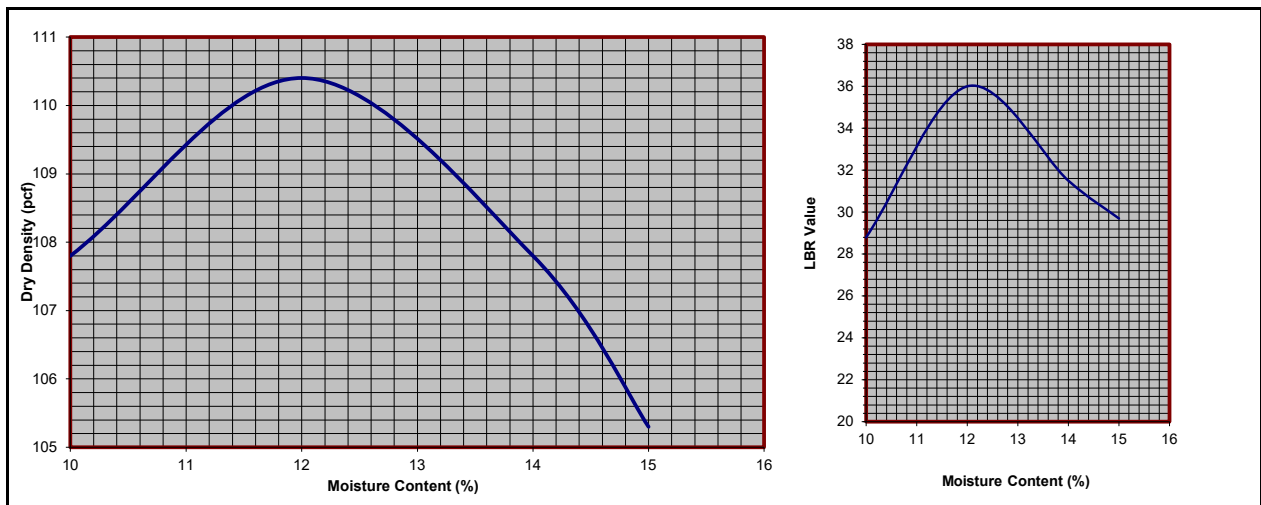
# REPORT OF MOISTURE DENSITY RELATIONSHIP

**Tested for:** HDR  
8333 NW 53rd Street, Suite 302  
Doral, FL 33166

**Project:** Cargo Access Improvements Design Task I-  
Palm Beach International Airport

**TSF Project #:** 7111-22-326

**Date:** 12/20/22



## SOIL DESCRIPTION

**Visual Classification:** LIGHT BROWN TO BROWN SAND WITH TRACE LIMEROCK AND SILT (SP-SM)

**Sample Source:** Site - CBR-2 Lat 26.686665 Lon -80.076146

**Method of Test:** California Bearing Ratio (CBR) ASTM D1883

**Test Results:**

**Maximum Dry Density :** 115.6 pcf

**Optimum Moisture =** 10.6 %

**LBR Value:** 35

## **Note:**

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Respectfully Submitted  
**Tierra South Florida, Inc.**

Harmon Bennett, P.E.  
Principal Engineer  
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