CITY MANAGER'S OFFICE
CITY MANAGER SIGNATURE REQUEST ROUTING FORM

RUSH

Rev: 14| Revision Date: 12/18/2025

12

SECTION 1 | SUMMARY INFORMATION

Date: 1/14/26

■ **Commission Agenda Item** ☐ **Letter to the Commission (LTC)** ☐ **Letter to External Stakeholder(s)** ☐ **Other Document**

Document Title/Purpose: Agreement - Runway 13-31 Pavement Sealing (ITB 507-3; Hi-Lite Airfield Services, LLC)

Commission Meeting Date: 11/4/2025 **CAM #:** 25-1028 **Item #:** CP-4

CAM attached: ■ Yes ☐ No **Action Summary Attached:** ☑ Yes ☐ No **CIP FUNDED:** ☑ Yes ☐ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least $100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: _____ **Router Name:** _____ **Ext:** _____

Department: Procurement **Router Name:** Matthew Eaton **Ext:** 5141

Department Approval *(Director/Chief)*: **Name** Glenn Marcos **Init** GM **Date:** 1/14/26

***Return Document To:** Matthew Eaton **Department:** Procurement **Ext:** 5141

***REMINDER:** Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.*

Scan Date: _____ Attach Certified Resolution #: _____ Original form route to CAO: ☐ Yes ☐ No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ■ Yes ☐ No

Is the attached Granicus document final? ■ Yes ☐ No **Number of Originals Attached:** 1

Attorney's Name: Eric W. Abend **Approved as to Form:** ☐ Yes ☐ No **Initials:** EA

Route to: Finance *(if applicable)* **Date:** _____ **Route to: CCO Date:** 1/15/26

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: _____ **Number of Originals:** 1

Route to CMO Date: 01/15/26 **Route to Mayor Date:** _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: JAN65 **Date Received:** 1/15/26 **Received From:** CCO

To CM/ACM: ☐ R. Williams ☑ C. Cooper ☒ Y. Matthews ☐ Q. Pough ☐ B. Rogers

Approved Init.: _____ for continuous routing to ***Rickelle Williams, City Manager/Executive Director***

Disapproved: _____ **Comments:** _____

CMO Executive Assistant Route to: CCO | HR | OMB | Other: _____ **Date:** 1/16/26 **Initial:** APD

Form Approved by: Rickelle Williams, City Manager
Uncontrolled in hard copy unless otherwise marked

WE BUILD COMMUNITY

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#25-1028**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Rickelle Williams, City Manager

DATE: November 4, 2025

TITLE: Motion Approving an Agreement for Invitation to Bid (ITB) No. 507-3 – Runway 13-31 Pavement Sealing – Hi-Lite Airfield Services, LLC – $335,417.50 – (**Commission District 1**)

Recommendation

Staff recommends the City Commission approve an agreement, in substantially the form attached, for Invitation to Bid (ITB) No. 507-3 for Runway 13-31 Pavement Sealing, with Hi-Lite Airfield Services, LLC, in the amount of $335,417.50.

Background

Fort Lauderdale Executive Airport (FXE) Runway 13-31 pavement is currently rated in fair condition according to the Pavement Condition Index (PCI) rating. PCI is a numerical rating of the pavement condition based on the type and severity of distresses observed on the pavement surface during inspections. According to the Florida Department of Transportation (FDOT) Statewide Airfield Pavement Management Program, pavements with fair conditions should be sealed to extend service life and reduce the need for milling and resurfacing.

The scope of work for this project includes, but is not limited to, mobilization, cleaning, and preparation of existing pavement surfaces, joint and crack sealing, and application of a surface treatment. Following the surface treatment, new temporary and permanent pavement markings will be installed, and runway friction testing will be conducted in accordance with applicable standards.

On July 21, 2025, the City, via the Procurement Services Division, issued ITB No. 507-3 – Runway 13-31 Pavement Sealing. Three (3) addenda were issued to clarify bid dates, revise notes to the plans, and extend the original bid opening date from August 19, 2025, to September 4, 2025.

The following two (2) bids were received in response to the ITB:

1. Hi-Lite Airfield Services, LLC
2. Weekley Asphalt Paving, Inc.

The solicitation included a preference for Disadvantaged Business Enterprises (DBEs). However, both firms that submitted bids indicated that they are not a DBE and therefore did not qualify for the preference under this solicitation.

HDR Inc. (HDR), serving as FXE's Engineer of Record (EOR) for the project, developed construction design documents and the Engineer's Opinion of Probable Construction Cost (EOPCC) which was $442,900.00. Following the bid opening, HDR and City staff conducted a comprehensive bid evaluation to assess vendor qualifications and compare bids against the EOPCC to verify fair and reasonable pricing (Exhibit 2). Hi-Lite Airfield Services, LLC's bid totaled $335,417.50, which is approximately twenty-five percent (25%) lower than the EOPCC. Weekley Asphalt Paving, Inc. submitted a bid totaling $660,044.00 which is approximately forty-nine percent (49%) higher than the EOPCC.

The bid submitted by Hi-Lite Airfield Services, LLC was reviewed for compliance with the ITB requirements and was deemed the low, responsive, and responsible bidder. Therefore, staff recommend Hi-Lite Airfield Services, LLC for award.

Resource Impact

There is a fiscal impact in the amount of $335,417.50 for this agreement and funds are available in the FY 2026 Budget in the accounts listed below.

Funds available as of October 2, 2025					
ACCOUNT NUMBER	**COST CENTER NAME (Program)**	**CHARACTER/ ACCOUNT NAME**	**AMENDED BUDGET (Character)**	**AVAILABLE BALANCE (Character)***	**AMOUNT**
10-468-9300-542-60-6599-P12707G	Runway 13-31 Pavement Sealing FDOT Grant	Capital Outlay/ Construction	$371,200	$371,200	$268,334.00
10-469-9100-542-60-6599-P12707	Runway 13-31 Pavement Sealing	Capital Outlay/ Construction	$211,104	$210,829	$67,083.50
				TOTAL AMOUNT ►	$335,417.50

** Includes funds in the amount of $442,865 Committed/Available in Requisition #22053.*

Strategic Connections

This item is a *FY 2026 Commission Priority*, advancing the Infrastructure and Resilience initiatives.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Infrastructure and Resilience Focus Area, Goal 4: Facilitate an efficient, multimodal transportation network.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Prosperous.

This item supports the *Advance Fort Lauderdale* 2040 Comprehensive Plan, specifically advancing:

- The Internal Support Focus Area
- The Capital Improvements Element
- Goal 1: The City will strive to provide infrastructure as appropriate to meet the standards set forth within the comprehensive plan elements, by preserving, modifying and replacing existing infrastructure and providing new infrastructure related to growth and resiliency.

Attachments
Exhibit 1 – Solicitation
Exhibit 2 – Bid Tabulation
Exhibit 3 – Agreement

Prepared by:	Khant Myat, Project Manager II, Executive Airport Yesenia Pascual, Senior Procurement Specialist, Procurement Services Shamori Aldridge, Senior Administrative Assistant, Procurement Services
Department Directors:	Rufus James, Executive Airport Glenn Marcos, Procurement Services

details

File #:	251028 Version: 2
Type:	CONSENT PURCHASE
Title:	Motion Approving an Agreement for Invitation to Bid (ITB) Event No. 507-3 - Runway 13-31 Pavement Sealing - Hi-Lite Airfield Services, LLC - $335,417.50 - (Commission District 1)
Mover:	Ben Sorensen
Seconder:	Steven Glassman
Result:	Pass
Agenda note:	
Minutes note:	
Action:	APPROVED
Action text:	APPROVED

consent votes (5:0)

5 records Group Export

Person Name	Vote
Pam Beasley-Pittman	Yea
Ben Sorensen	Yea
John C. Herbst	Yea
Steven Glassman	Yea
Dean J. Trantalis	Yea

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company
HI-LITE AIRFIELD SERVICES, LLC

Filing Information

Document Number	M14000000810
FEI/EIN Number	35-2489959
Date Filed	02/04/2014
State	TX
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	08/22/2025
Event Effective Date	NONE

Principal Address

20128 NY RT 12
Watertown, NY 13601

Changed: 03/20/2020

Mailing Address

PO BOX 597
Watertown, NY 13601

Changed: 03/20/2020

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.
801 US HIGHWAY 1
SUITE 4
NORTH PALM BEACH, FL 33408

Name Changed: 08/22/2025

Address Changed: 08/22/2025

Authorized Person(s) Detail

Name & Address

Title VP, Finance

SPINNER, KELLY J
PO BOX 597
Watertown, NY 13601

Title President

Miller, Christopher
PO BOX 597
Watertown, NY 13601

Annual Reports

Report Year	Filed Date
2023	05/01/2023
2024	04/03/2024
2025	05/19/2025

Document Images

08/22/2025 -- CORLCRACHG	View image in PDF format
05/19/2025 -- ANNUAL REPORT	View image in PDF format
04/03/2024 -- ANNUAL REPORT	View image in PDF format
05/01/2023 -- ANNUAL REPORT	View image in PDF format
04/28/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
03/20/2020 -- ANNUAL REPORT	View image in PDF format
01/15/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
05/09/2017 -- CORLCRACHG	View image in PDF format
01/17/2017 -- ANNUAL REPORT	View image in PDF format
02/26/2016 -- ANNUAL REPORT	View image in PDF format
05/05/2015 -- ANNUAL REPORT	View image in PDF format
02/04/2014 -- Foreign Limited	View image in PDF format

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") made and entered into this 16th day of January, 2026, by and between the City of Fort Lauderdale, a Florida municipal corporation ("City") and Hi-Lite Airfield Services, LLC, a Texas limited liability company authorized to transact business in the State of Florida ("Contractor"), ("Party" or collectively "Parties").

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid (ITB) Event No. 507-3, Project No. P12707, which was opened on September 4, 2025; and

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project;

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

ARTICLE 1 – DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

1.1 Addendum or Addenda – shall mean the additional Contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

1.2 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.

1.3 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.

1.5 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.

1.6 Bidder – shall mean any person, firm, or company, corporation, or entity submitting a bid for the Work.

1.7 Bid Documents – Advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and sample agreements), the Contract Forms,

General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.

1.8 Bonds – shall mean bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

1.9 Certificate of Substantial Completion – Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.

1.10 Change Order – A written document executed by both Parties ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.11 City – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, and volunteers with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

1.12 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Required Federal Contract Provisions, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

1.13 Contract Price – The amount established in the bid submittal and award by the City's City Commission, as may be amended by an approved and fully executed Change Order.

1.14 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the Work shall be started and shall be completed as stated in the Notice to Proceed.

1.15 Contractor – Hi-Lite Airfield Services, LLC with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.

1.16 Day – A calendar day of twenty-four (24) hours ending at midnight.

1.17 Defective – When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents or has been damaged prior to the Project Manager's recommendation of final payment.

1.18 Effective Date of the Agreement – The effective date of the Agreement shall be the date the City Commission approves the Agreement.

1.19 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.

1.20 Hazardous Materials (HAZMAT) – Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.

1.21 Hazardous Substance – As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

1.22 Hazardous Waste – Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.

1.23 Holidays – Those designated non-workdays as established by the City Commission of the City of Fort Lauderdale.

1.24 Inspection – The term "inspection" and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.

1.25 Inspector – shall mean an authorized representative of the City assigned to make necessary inspections of materials furnished by Contractor and of the Work performed by Contractor.

1.26 Notice of Award – The written notice by City to the Contractor stating that upon compliance by the Contractor with the condition's precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.

1.27 Notice to Proceed – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.28 Owner – shall mean the City of Fort Lauderdale.

1.29 Plans –The official graphic representations of this Project that are a part of the Contract Documents.

1.30 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.

1.31 Project – The construction project described in the Contract Documents, including the Work described therein.

1.32 Project Manager – The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.

1.33 Punch List – The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.

1.34 Record Documents – A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.

1.35 Record Drawings or "As-Builts" – A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer, or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.

1.36 Site – shall mean the area upon or in which the Contractor's operations are carried out and such other areas adjacent thereto as may be designated as such by the Project Manager.

1.37 Substantial Completion – That date, as certified in writing by the Contractor and as finally determined by the City in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such

that all conditions are in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the City can enjoy use or occupancy and can use or operate it in all respects for its intended purpose.

1.38 Surety – shall mean any corporation or entity that executes, as Surety, the Contractor's performance and payment bond securing the performance of this Contract.

1.39 Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 – SCOPE OF WORK

2.1 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

RUNWAY 13-31 PAVEMENT SEALING
ITB EVENT NO. 507-3 PROJECT NO. P12707

2.2 All Work for the Project shall be constructed in accordance with the approved plans and Specifications. The Work generally involves:

This project is located at Fort Lauderdale Executive Airport (FXE), 6000 NW 21st Avenue, in the City of Fort Lauderdale. The work to be accomplished under this Agreement includes, but is not limited to, furnishing all materials, labor, and equipment to perform all the work to be accomplished under this contract, which includes clearing the existing pavement, joint and crack repair, pavement marking, and seal coating of Runway 13-31. All work to be completed in compliance with current code and regulations, and per drawings and specifications.

2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

3.1 The Project Manager is hereby designated by the City as **Khant Myat, P.E.**, whose address is **6000 NW 21st Avenue, Fort Lauderdale, Florida 33309**, telephone number: **(954) 828-5061**, and e-mail address is **kmyat@fortlauderdale.gov**. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the City and Contractor, are incorporated herein and attached to this Agreement, and consist of the following:

4.1 This Agreement.

4.2 Exhibits to this Agreement.

4.3 Public Construction Bond, Performance Bond, Payment Bond, and Certificates of Insurance.

4.4 Notice of Award and Notice to Proceed.

4.5 General Conditions and Special Conditions in Invitation to Bid Event No. 507-3.

4.6 Technical Specifications.

4.7 Plans/Drawings: Plans sheets 1 to 19 inclusive.

4.8 Addenda number 1 through 3, inclusive.

4.9 Bid Form and supplement Affidavits and Agreements.

4.10 Invitation to Bid Event No. 507-3, Instructions to Bidders, and Bid Bond.

4.11 Contractor's response to the City's Invitation to Bid Event No. 507-3, dated September 4, 2025.

4.12 Schedule of Completion.

4.13 All amendments, modifications and supplements, change orders and work directive changes, issued on or after the Effective Date of the Agreement.

4.14 Any additional documents that are required to be submitted under the Agreement.

4.15 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

4.16 Foreign Entity Affidavit.

4.17 Kidnapping and Custody Affidavit.

4.18 Required Federal Contract Provisions.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

a. Approved change orders, addenda or amendments.

b. Specifications and Drawings.

c. Special Conditions in Invitation to Bid Event No. 507-3.

d. General Conditions in Invitation to Bid Event No. 507-3.

e. This Agreement, and any attachments hereto.

f. The rest of Invitation to Bid Event No. 507-3, and the specifications prepared by the City.

g. Contractor's response to the City's Invitation to Bid Event No. 507-3, dated September 4, 2025.

h. Schedule of Values.

i. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within **THIRTY (30)** calendar days of the date of the Notice to Proceed.

5.2 The Work shall be Substantially Completed within **THIRTY-SIX (36)** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **NINTEY-SIX (96)** calendar days after the Contract Time commences to run as provided in the Notice to Proceed.

ARTICLE 6 – CONTRACT PRICE

6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.

6.2 The Parties expressly agree that the Contract Price, which shall not exceed the amount of **Three Hundred Thirty-Five Thousand Four Hundred Seventeen Dollars and Fifty Cents ($335,417.50)**, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to an approved and fully executed Change Order. The Contract Price is in accordance with the line items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.

6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to an approved and fully executed Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.

ARTICLE 7 – PAYMENT

7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided for in the General Conditions.

7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.

7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.

7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications, and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.

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

7.5.1 Defective work not remedied.

7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
7.5.4 Damage to another contractor not remedied.
7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2024), as may be amended or revised, provided, however, complete and error free pay application is submitted.

7.7 The City shall make payment to the Contractor through utilization of the City's Purchasing Card (P-Card) Program. The City has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's P-Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

7.8 PCI (Payment Card Industry) Compliance
Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale. Failure to produce documentation could result in termination of the contract.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.

8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, water table

condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted within the Contract Time as defined in this Agreement.

Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Bid Price and that the Project can be completed for the Bid Price submitted.

8.5 Contractor has made or caused to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.

8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.

8.8 Labor

8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the

Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

8.8.4 Where required and necessary, the Contractor shall, at all times, have a certified "competent person" assigned to the job site. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Agreement in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

Unless approved by the City in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of $100.00 per hour.** The cost to the Contractor to reimburse the City for

overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds itself to indemnify and hold harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of bids. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.

8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for or will be required to replace or restore at no expense to the City all properties and areas not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

8.16.1 Flow of material and equipment from suppliers.
8.16.2 The interrelated work with affected utility companies.
8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.
8.16.4 The effort of independent testing agencies.
8.16.5 Notice to affected property owners as may be directed by the Project Manager.
8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and electronic drawings files. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

8.18 Safety and Protection:

8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor

shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

8.18.1.1 All employees working on the project and other persons who may be affected thereby.

8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.

8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entitles claiming by, through or under the Contractor, releases and discharges the City from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including

damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

8.23 No Liens: If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

8.24 Weather Emergencies: Upon issuance of a hurricane watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a hurricane warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available, and in the City before, during and immediately after the storm.

Upon issuance of a hurricane warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other Party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war, act of Governmental Authority, state of emergency, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the Parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their sub-contractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within ninety-six (96) hours after such an occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved

program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the Contractor assures that it, the sub-recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime Contractor signs with a subcontractor.

ARTICLE 9 – CITY'S RESPONSIBILITIES

9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.

9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.

9.3 Technical Clarifications and Interpretations:

9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.

9.5 Cancellation for Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 – BONDS AND INSURANCE

10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2024), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

10.3 Insurance: As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement.

All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $2,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $2,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers

for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

a) Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

b) Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c) In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d) In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e) The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f) The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

g) The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.

h) The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
c/o Procurement Division
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

Bond Requirements:
This Agreement is required to be bonded pursuant to Section 255.05, Florida Statutes (2024), as may be amended or revised, and Contractor shall furnish Payment and Performance bonds on the City's standard form covering the full and faithful performance of the Agreement for construction and the payment of obligations arising hereunder.

All bonds must be underwritten by a surety company authorized to issue bonds in the State of Florida. The Contractor shall deliver required bonds to the City no later than thirty (30) days prior to the start of Work contemplated in this Agreement.

If the Surety on any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements of Section 255.05, Florida Statutes (2024), as may be amended or revised, the Contractor shall within five (5) days thereafter substitute surety.

Loss Control/Safety:
Precaution shall be exercised at all times by Contractor for the protection of all persons, including employees, and property. Contractor shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order Work to be stopped if conditions exist that present immediate danger to persons or property. Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from Contractor to the City.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.

11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If the Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.

11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.

12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect

or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, suppliers, employees or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its representatives, agents, employees, and appointed and elected officials from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or

discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes (2024), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

13.1 Without invalidating this Agreement, the City may, at any time or from time-to-time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of an approved and fully executed Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.

13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.

13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by City, shall be computed as follows:

14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:

14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by

the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

Payroll costs shall include, but not be limited to, salaries and wages plus cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.

14.1.3 Supplemental costs including the following:

14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.

14.1.3.4 Royalty payments and fees for permits and licenses.

14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by an approved and fully executed Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional

period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

14.3 Not Included in the Cost of the Work: The term "Cost of the Work" shall not include any of the following:

14.3.1 Payroll costs and other compensation of the Contractor's officers' executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.

14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1.

14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:

14.4.1 A mutually acceptable negotiated fee:

14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).

14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.

14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.

14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.

14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

15.1 The Contract Time may only be changed by an approved and fully executed Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, pandemics, act of Governmental Authority, state of emergency, or acts of God.

15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Five Thousand Dollars ($5,000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay Is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.

17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:

17.2.1 If the Contractor makes a general assignment for the benefit of creditors.

17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Agreement, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.

17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the date set forth in the Notice to Proceed, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.

17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.

17.2.5 If the Contractor repeatedly disregards proper safety procedures.

17.2.6 If the Contractor disregards any local, state or federal laws or regulations.

17.2.7 If the Contactor otherwise violates any provisions of this Agreement.

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere,

and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's notice to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below in Section 17.5.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:

17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:

17.4.1.1 In the event the Contactor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contactor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contactor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in additional to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b).

Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the Parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

17.5 Termination for Convenience: This Agreement may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and accepted by the City and costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be made for profit for work/services which have not been performed or accepted.

17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work

done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.

18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested or by a recognized overnight or express delivery. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice:

To the City:

Khant Myat, P.E.
Project Manager II
Executive Airport
City of Fort Lauderdale
6000 NW 21st Avenue
Fort Lauderdale, Florida 33309

Telephone: (954) 828-5061
Email: KMyat@fortlauderdale.gov

With copies to:

City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301

City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, Florida 33301

To the Contractor:

Christopher Miller
President
Hi-Lite Airfield Services, LLC
20128 NYS Route 12F
P.O. Box 597
Watertown, New York 13601
Telephone: (315) 583-6111
Email: edward.dingley@hi-lite.com

ARTICLE 20 – LIMITATION OF LIABILITY

20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of $1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of $1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2024), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2024), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

20.2 Sovereign Immunity: Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the Sovereign Immunity limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2024), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2024), as may be amended or

revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

20.3 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

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

ARTICLE 22 – MISCELLANEOUS

22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.

22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.

22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.

22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.

22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.

22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2024), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, 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 the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

22.9 Attorney Fees: If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City 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, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.

3. 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 this Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

22.11 Non-Discrimination: The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

22.12 E-Verify: As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

22.13 Anti-Human Trafficking: As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or service as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

22.14 Foreign Countries Of Concern: As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit on a form approved by the City and signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

22.15 Default: In the event the Contractor fails to comply with the provisions of this Agreement, the City may declare the Contractor in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed five (5) calendar days unless otherwise agreed to by the parties. In such event, the Contractor shall only be compensated for any services completed as of the date written notice of default is served.

22.16 Severability: If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

ARTICLE 23- FEDERAL AVIATION ADMINISTRATION (FAA) REQUIRED CONTRACT PROVISIONS FOR NON-AIP CONTRACTS

23.1 General Civil Rights Provisions

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

23.2 Civil Rights – Title VI Assurances – Pertinent Nondiscrimination Acts and Authorities

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; 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) 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);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- 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).

23.3 **Compliance with Nondiscrimination Requirements**:

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

A. **Compliance with Regulations**: Contractor (hereinafter includes consultants and subcontractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. **Non-discrimination**: Contractor, with regard to the work performed by it during the Term of the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and Contracts of equipment. 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 Contractor for work to be performed under a subcontract, including procurements of materials, or Contracts of equipment, each potential subcontractor or supplier will be notified by Contractor of 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**: 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 City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the City 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 Contractor's noncompliance with the non-discrimination provisions of this Contract, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a) Withholding payments to Contractor under the Contract until Contractor complies; and/or

   b) Cancelling, terminating or suspending the Contract, in whole or in part.

F. **Incorporation of Provisions**: Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and Contracts of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, airline may request the City to enter into any litigation to protect the interests of the City. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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CITY

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: Rickelle Williams
RICKELLE WILLIAMS
City Manager

Date: 1/16/26

ATTEST:

By:
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and Correctness:
Shari L. McCartney, City Attorney

By:
ERIC W. ABEND
Senior Assistant City Attorney

CONTRACTOR

HI-LITE AIRFIELD SERVICES, LLC, a Texas limited liability company.

WITNESSES:

Kelly Sonner
Print Name

Signature

Kame Hanson
Print Name

Signature

By: _____
CHRISTOPHER MILLER
President

(CORPORATE SEAL)

STATE OF Florida:

COUNTY OF manatee:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of November, 2025, by **Christopher Miller**, as **President**, for **Hi-Lite Airfield Services, LLC**, a Texas limited liability company authorized to transact business in the State of Florida.

(Signature of Notary Public - State of Florida)

Jennifer L. Egelston.
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known_____ OR Produced Identification ✓
Type of Identification Produced: Drivers License

Event # 507-0

Name: Runway 13-31 Pavement Sealing

Description: The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide construction services for the City's Fort Lauderdale Executive Airport, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB). This project is located at Fort Lauderdale Executive Airport (FXE), in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, furnish all materials, labor, and equipment to perform all the work to be accomplished under this contract, which includes clearing the existing pavement, joint and crack repair, pavement marking, and seal coating of Runway 13-31. All work to be completed in compliance with current code and regulations, and per drawings and specifications.

Buyer: PASCUAL, YESENIA

Status: Draft

Event Type: IFB

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Display Bid Tabulation: Do Not Display

Event Dates

Preview:

Q & A Open: 07/21/2025 04:01:00 PM

Open: 07/21/2025 04:00:00 PM

Q & A Close: 08/12/2025 05:00:00 PM

Close: 08/21/2025 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Bid Security: Are you aware that this solicitation has a Bid Security requirement? Please see page ITB-2- for more information.	Yes No	
Insurance Requirements: Do you meet the insurance requirements of this solicitation? Please upload supporting documentation here. Supporting documentation may include a prior insurance certificate or other evidence listing the insurance companies' name(s) for all coverage required, and the dollar amounts of the coverage - confirming/demonstrating your firm's ability to comply with the insurance requirements of this solicitation.	Yes No	

Event # 507-0: Runway 13-31 Pavement Sealing

Question	Response Type	Attachment
Experience Required: Do you meet the experience requirements of this solicitation? Please upload supporting documentation here.	Yes No	
Licensing Requirements: Do you meet the licensing requirements of this solicitation? Please upload supporting documentation here.	Yes No	
The attached Anti-Human Trafficking Affidavit will be requested by the city from the awarded Bidder.	Yes No	Event 507-Anti-Human Trafficking Affidavit Rv - Sample.pdf
Did you sign and attach all the Required Forms?	Yes No	
Did you complete the Required Forms Package? Please upload the completed forms here.	Yes No	Event 507- Required Forms.pdf

Attachments

Name	Attachment
Event 507-General Requirements.pdf	Event 507-General Requirements.pdf
Event 507-Technical Specifications.pdf	Event 507-Technical Specifications.pdf
Event 507-Supplemental Conditions.pdf	Event 507-Supplemental Conditions.pdf
Event 507-FAA Required Federal Provisions.pdf	Event 507-FAA Required Federal Provisions.pdf
Event 507 - Drawings and Plans.pdf	Event 507 - Drawings and Plans.pdf

Contacts

Name	Email Address
YESENIA PASCUAL	ypascual@fortlauderdale.gov

Commodity Codes

Commodity Code	Description
745-80	Rubber Asphalt Crack Sealing Compound

Commodity Code	Description
755	ROAD AND HIGHWAY ASPHALT AND CONCRETE HANDLING AND PROCESSIN
755-10	Asphalt Distributors, Levelers, Mixers, Crack Sealing Equipm
909-11	Airport Facility Maintenance and Repair
913-10	Construction: Airport Roadway, Runway and Taxiway
913-64	Maintenance and Repair: Airport Roadway, Runway and Taxiway
968-61	Pavement Marking Services (Including Removal of Markings)

Line Details

Line 2: Mobilization (C-105-6.1)

Description: Mobilization (C-105-6.1)

Item: MOBILIZATION (C-105-6.1) Mobilization (C-105-6.1)

Commodity Code: 913-10 Construction: Airport Roadway, Runway and Taxiway

Manufacturer Code: MFC **Division:** DIV

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 12/31/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 3: Joint And Crack Repair (P-101-5.1)

Description: Joint And Crack Repair (P-101-5.1)

Item: JOINT AND CRACK REPAIR Joint And Crack Repair (P-101-5.1)

Commodity Code: 913-10 Construction: Airport Roadway, Runway and Taxiway

Manufacturer MFC **Division:** DIV

Code:

Quantity: 7,000.0000 **Unit of Measure:** LF

Requested Delivery Date: 12/31/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 4: Removal Of Foreign Substances/Contaminants (P-101-5.2)

Description: Removal Of Foreign Substances/Contaminants (P-101-5.2)

Item: REMOVAL OF FOREIGN SUBSTANCES/CO Removal Of Foreign Substances/Contaminants (P-101-5.2)

Commodity Code: 913-10 Construction: Airport Roadway, Runway and Taxiway

Manufacturer Code: MFC **Division:** DIV

Quantity: 2,700.0000 **Unit of Measure:** SY

Requested Delivery Date: 12/31/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 5: Asphalt Surface Treatment (P-608-R-8.1)

Description: Asphalt Surface Treatment (P-608-R-8.1)

Item: ASPHALT SURFACE TREATMENT Asphalt Surface Treatment (P-608-R-8.1)

Commodity Code: 913-10 Construction: Airport Roadway, Runway and Taxiway

Manufacturer Code: MFC **Division:** DIV

Quantity: 28,300.0000 **Unit of** SY

Measure:

Requested Delivery Date: 12/31/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 6: Runway Friction Testing (P-608-R-8.2)

Description: Runway Friction Testing (P-608-R-8.2)

Item: RUNWAY FRICTION TESTING Runway Friction Testing (P-608-R-8.2)

Commodity Code: 913-10 Construction: Airport Roadway, Runway and Taxiway

Manufacturer Code: MFC **Division:** DIV

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 12/31/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 7: Permanent Waterborne Pavement Marking, With Glass Beads

Description: Permanent Waterborne Pavement Marking, With Glass Beads

Item: PERMANENT WATERBORNE PAVEMENT MA Permanent Waterborne Pavement Marking, With Glass Beads

Commodity Code: 913-10 Construction: Airport Roadway, Runway and Taxiway

Manufacturer Code: MFC **Division:** DIV

Quantity: 19,000.0000 **Unit of Measure:** SF

Requested 12/31/2025

Delivery Date:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 8: Permanent Waterborne Pavement Marking, Without Glass Beads

Description: Permanent Waterborne Pavement Marking, Without Glass Beads

Item: PERMANENT WATERBORNE PAVEMENT MA Permanent Waterborne Pavement Marking, Without Glass Beads

Commodity Code: 913-10 Construction: Airport Roadway, Runway and Taxiway

Manufacturer Code: MFC

Division: DIV

Quantity: 7,200.0000

Unit of Measure: SF

Requested Delivery Date: 12/31/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 9: Temporary Waterborne Pavement Marking, Without Glass Beads

Description: Temporary Waterborne Pavement Marking, Without Glass Beads

Item: TEMPORARY WATERBORNE PAVEMENT MA Temporary Waterborne Pavement Marking, Without Glass Beads

Commodity Code: 913-10 Construction: Airport Roadway, Runway and Taxiway

Manufacturer Code: MFC

Division: DIV

Quantity: 19,000.0000

Unit of Measure: SF

Requested Delivery Date: 12/31/2025

Require Response: Yes
Price Breaks Allowed: No
Allow Alternate Responses: No
Add On Charges Allowed: No

Line 10: Airport Safety and Maintenance of Traffic (S-102-5.1)

Description: Airport Safety and Maintenance of Traffic (S-102-5.1)

Item: AIRPORT SAFETY AND MAINTENANCE O Airport Safety and Maintenance of Traffic (S-102-5.1)
Commodity Code: 913-10 Construction: Airport Roadway, Runway and Taxiway
Manufacturer Code: MFC
Division: DIV
Quantity: 1.0000
Unit of Measure: LS
Requested Delivery Date: 12/31/2025
Require Response: Yes
Price Breaks Allowed: No
Allow Alternate Responses: No
Add On Charges Allowed: No

CITY OF FORT LAUDERDALE

CONTRACT AND SPECIFICATIONS PACKAGE

BID/EVENT NO. 507

PROJECT NO. P12707

RUNWAY 13-31 PAVEMENT SEALING

Yesenia Pascual
Sr. Procurement Specialist
E-mail: Ypascual@fortlauderdale.gov
Telephone: (954) 828-5257

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Note: **The following documents are available electronically for completion and must be returned with your bid along with your bid security, proof of insurance, and proof of required licenses/certifications.**

Affidavit of Compliance with Foreign Entity Laws
CITB Questionnaire Sheet
CITB Specific References
City of Fort Lauderdale Bid/Proposal Construction Bid Certification Page
Contract Payment Method
Disadvantaged Business Enterprise Preference Certification
E-Verify Statement
Non-Collusion Statement
Non-Discrimination Certification Form

INVITATION TO BID

Sealed bids will be received electronically until **2:00 p.m.**, local time, on **Tuesday, August 19, 2025,** and opened online immediately thereafter for **ITB EVENT 507, PROJECT P12707, Runway 13-31 Pavement Sealing.**

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated in the solicitation, via the Question and Answer (Q&A) forum on the City's online strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide construction services for the City's Fort Lauderdale Executive Airport, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

This project is located at Fort Lauderdale Executive Airport (FXE), in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, furnishing all materials, labor, and equipment to perform all the work to be accomplished under this contract, which includes clearing the existing pavement, joint and crack repair, pavement marking, and seal coating of Runway 13-31. All work to be completed in compliance with current code and regulations, and per drawings and specifications. Provide construction schedule identifying the project timeframe. The itemized lump sum prices shall include all labor, materials, and equipment. This base bid shall include insurance, bond, overhead and profit, and all other fixed costs.

THE FOLLOWING IS APPLICABLE TO THIS SOLICITATION IF CHECKED:

☐ **LUMP SUM BID** - City shall pay awarded bidder the Contract Price for the performance of work described in this Invitation for Bid. Payment shall be at the lump sum price stated in this Invitation to Bid and/or resultant contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all work in full conformity with the requirements as stated or shown, or both, in the contract documents. The cost of any item of work not covered in this solicitation shall still be provided and the cost borne by the contractor. NO CHANGE ORDERS WILL BE ALLOWED UNLESS IT IS OWNER-DRIVEN AND INITIATED BY THE CITY.

Drawing Plans: This Project consists of Drawings, **nineteen (19)** sheets. Drawing plans may be obtained **free of charge** at the City's online strategic sourcing platform.

Licensing Requirements: Possession of a State of Florida General Contractor's License is required for this Project.

OR

Any other State or County License(s), Certification(s) or Registration(s) deemed legally permissible by the City to conduct the nature of the work required in this solicitation.

Any sub-contractors employed by the Proposer shall be licensed and insured in accordance with this solicitation. Additionally, it is the Proposer's responsibility for ensuring that any sub-contractors' work meets the requirements of this solicitation at all times.

NOTE: Payment on this contract will be made by Visa or MasterCard

Pre-Bid Conference/Site visit: A pre-bid conference and site visit will be held as follows:

Date: Tuesday, July 29, 2025

Time: 2:00 PM (EST)

Location: Fort Lauderdale Executive Airport
Administration Building
Red Tail Conference Room
6000 NW 21st Ave
Fort Lauderdale, FL 33309

While attendance is not mandatory, tours at other times might not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Bidders attend the pre-bid meeting and/or site visit.

It will be the sole responsibility of the Bidder to attend the pre-bid/site visit to inspect the City's location(s) facilities systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Bid Security: A certified check, cashier's check, bank officer's check or bid bond for **FIVE percent (5%)** of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each offer.

Bid Bonds: Bidders can submit bid bonds **three** different ways.

1) Bidders may **upload** their original executed bid bond on the City's online strategic sourcing platform to accompany their electronic bids and deliver the original, signed and sealed hard copy to the Finance Department, Procurement Services Division, 101 NE 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, **within five (5) business days** after bid opening, with the company name, bid number and title clearly indicated on the envelope.

2) Bidders can **hand deliver** their original, signed and sealed bid bond in a sealed envelope to the Finance Department, Procurement Services Division, 101 NE 3rd Avenue, Suite 1650,

Fort Lauderdale, Florida 33301-1016, **before time of bid opening**, with the company name, bid number and title clearly indicated on the envelope.

3) Bidders can **mail** their original, signed and sealed bid bond to the Finance Department, Procurement Services Division, 101 NE 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, **before time of bid opening**, with the company name, bid number and title clearly indicated on the envelope. NOTE: Bond must be received in Procurement and time stamped before bid opening.

It will be the sole responsibility of the bidder to ensure that its bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA THE CITY'S ONLINE STRATEGIC SOURCING PLATFORM.**

Certified Checks, Cashier's Checks and Bank Drafts: These **CANNOT** be submitted via the City's online strategic souring platform, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department, Procurement Services Division, 101 NE 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that its bid bond or other bid security is received by the Procurement Services Division before the time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the Q&A platform provided on the City's online strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. **Bidders please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website – https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services
For general inquiries, please call (954) 828-5933.

-END OF SECTION-

INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications, and strict compliance is required with all of these provisions.

QUALIFICATIONS OF BIDDERS – No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Fort Lauderdale, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Fort Lauderdale.

CONCERNING SUB-CONTRACTORS, SUPPLIERS, AND OTHERS - The amount of work that is sublet by the Bidder shall be limited by the condition that the Bidder shall, with his own organization, perform at least forty percent (40%) of the total dollar amount of the Work to be performed under the Agreement.

PERSONAL INVESTIGATION - Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer or City staff shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

INCONSISTENCIES – Any inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation must be inquired by the bidder, in writing, at least ten (10) days prior to the time set for opening bids. After bids are opened, the bidders shall abide by the decision of the Engineer as to such interpretation.

ADDENDA AND INTERPRETATIONS - No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated in the City's online strategic sourcing platform. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. **It is the bidder's responsibility to verify if addenda have been issued in the City's online strategic sourcing platform.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under its bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify in the City's online strategic sourcing platform that it has all addenda before submitting a bid.

LEGAL CONDITIONS - Bidders are notified to familiarize themselves with the provisions of the laws of the State of Florida relating to hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Fort Lauderdale.

PUBLIC ENTITY CRIMES - 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

FORMS OF BIDS - Each bid and its accompanying statements MUST BE SUBMITTED ELECTRONICALLY, IN GOOD ORDER WITH ALL BLANKS COMPLETED, and must show the name of the bidder and a statement as to its contents. In the event of any conflict or discrepancy between bid

price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

The bid must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the bid. No bid will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

INSURANCE - Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

BID BOND - A certified check, cashier's check or bank officer's check made payable to the City of Fort Lauderdale, or a bid bond in favor of the City of Fort Lauderdale shall accompany each bid as evidence of the good faith and responsibility of the bidder. The amount of the check or bond shall be retained by the City as liquidated damages in the event the bidder whose bid is accepted refuses to or fails to enter into a contract for the execution of the work solicited in this Invitation to Bid.

The bid bond or check shall be a guarantee that the successful bidder will promptly execute a contract satisfactory to the City for the work solicited in this Invitation to Bid and furnish good and sufficient bonds.

Following the full execution of a contract for the work solicited in this Invitation to Bid and the successful bidder's provision of good and sufficient bonds, in the event bid security was provided by check, the amount of the bid security accompanying the successful bidder's bid will be refunded to the successful bidder, or in the event bid security was provided by a bond, the bond accompanying the successful bidder's bid will be returned to the successful bidder. In the event the successful bidder fails to enter into, execute, and deliver a contract and furnish the required bonds within ten (10) days after the City provides notice to the successful bidder to deliver the executed contract and the required bonds, the bid bond shall immediately be payable to the City of Fort Lauderdale, or in the case of a check, the City shall retain the amount of the check, as liquidated damages. The City's retention of such amount shall not be construed as a penalty or forfeiture.

FILLING IN BIDS - All prices must be electronically submitted in the bid pages, and bids must fully cover all items for which prices are asked and no other. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the bid. In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

PRICES QUOTED: Deduct any discount offered and quote firm net unit prices. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid

separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of one hundred and twenty (120) days from the date of bid opening unless otherwise stated in the ITB. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

ADDITIONAL ITEMS OR SERVICES: The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

DELETION OR MODIFICATION OF SERVICES: The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised cost to the City for approval prior to proceeding with the work.

TERMINATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

CAUSES FOR REJECTION - No bid will be canvassed, considered or accepted which, in the opinion of the City is informal or unbalanced, or contains inadequate or unreasonable prices for any items. Each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineation, or failure to specify bids for all items called for in the schedule shall render the bid informal.

REJECTION OF BIDS - The City reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among bidders. A bid will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.

BID PROTEST PROCEDURE: Any bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award

The complete protest ordinance may be found on the City's website at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

WITHDRAWALS - Any bidder may, without prejudice to himself, withdraw its bid at any time prior to the expiration of the time during which bids may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid. After expiration of the period for receiving bids, no bids can be withdrawn, modified, or explained.

CONTRACT - The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities and shall furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder who is responsive and responsible, and that bidder shall fulfill every stipulation and obligation as if such bidder were the original party to whom award was made.

The contract shall provide that the Contractor agrees to correct any defective or faulty work or material, which may appear within one (1) year after completion of the work and receipt of final payment.

ENFORCEMENT OF SPECIFICATIONS - Copies of the specifications will be placed in the hands of all the assistants to the Engineer and Inspectors employed on the Work, who shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

DRAWING PLANS - Drawing plans may be obtained **free of charge** from the City's on-line strategic sourcing platform.

SURETY BOND – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2024), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes (2024), written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and hold harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

The Contractor is required at all times to have a valid surety bond in force covering the work being performed. A failure to have such bond in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, which becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to at least twenty-five percent (25%) of contract price, or an additional bond shall be

conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the City, except in contracts which are concerned solely with demolition work, in which cases twenty-five percent (25%) liability will not be applicable.

AUDIT OF CONTRACTOR'S RECORDS - Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The City may also require submittal of the records from either the Contractor, the Subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the contract provisions.

Failure of the Contractor or Subcontractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a Subcontractor at the option of the City.

The Contractor shall assure that each of its Subcontractors will provide access to its records pertaining to the project upon request by the City.

PERIODIC ESTIMATE FOR PARTIAL PAYMENT - After the Contractor has submitted a periodic estimate for partial payment, approved and certified by the Public Works Department, the City shall make payment in the manner provided in the Contract Documents and in accordance with Florida's Prompt Payment Act, Section 218, Florida Statutes (2024).

RESERVATION FOR AWARD AND REJECTION OF BIDS - The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

LOCAL BUSINESS PREFERENCE – Not Applicable to this Solicitation.

DISADVANTAGED BUSINESS ENTERPRISE PREFERENCE - Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid submittal:

Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and

b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

The complete Disadvantaged Business Preference ordinance may be found on the City's website at the following link: https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883

DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS - The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

LOBBYING ACTIVITIES - **ALL CONTRACTORS PLEASE NOTE**: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-11-42, and Resolution No. 07-101, may be obtained from the City Clerk's Office at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

The Ordinance may also be viewed on the City's website at https://www.fortlauderdale.gov/home/showdocument?id=6036.

-END OF SECTION-

GENERAL CONDITIONS

Unless otherwise modified in the Project's Special Conditions, the following General Conditions shall be part of the Contract:

GC - 01 - DEFINITIONS - The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows:

"Addendum" or "Addenda" - shall mean the additional Contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Bid" – shall mean the offer or bid of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"Bidder" – shall mean any person, firm, company, corporation or entity submitting a bid for the Work.

"Bonds" –shall mean bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

"City" – shall mean the City of Fort Lauderdale, Florida, a Florida municipal corporation. In the event the City exercises its regulatory authority as a government body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Contract.

"Consultant" – shall mean a person, firm, company, corporation or other entity employed by the City to perform the professional services for the project.

"Contractor" – shall mean the successful Bidder who has been employed by the City to perform the construction and related services for the project.

"Contract Work" - shall mean everything expressed or implied to be required to be furnished and furnished by the Contractor by any one or more of the parts of the Contract Documents referred to in the Contract hereof. In the case of any inconsistency in or between any parts of this Contract, the Project Manager shall determine which shall prevail.

"Design Documents" – shall mean the construction plans and specifications included as part of a Bid Solicitation prepared either by the City or by the Consultant under a separate Agreement with the City.

"Engineer" - shall include the terms "professional engineer" and "licensed engineer" and means a person who is licensed to engage in the practice of engineering under Florida Statute, Chapter 471. An Engineer may be a City employee or a consultant hired by the City.

"Extra Work" - shall mean work other than that required by the Contract.

"Inspector" – shall mean an authorized representative of the City assigned to make necessary inspections of materials furnished by Contractor and of the Work performed by Contractor.

"Notice" - shall mean written notice sent by certified United States mail, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or via fax or email, or by hand delivery with a request for a written receipt of acknowledgment of delivery and shall be served upon the Contractor either personally or to its place of business listed in the Bid.

"Owner" - shall mean the City of Fort Lauderdale.

"Project Manager" - shall mean a professional designated by the City to manage the Project under the supervision and direction of the Public Works Director or designee.

"Public Works Director" – shall mean the Public Works Director of the City of Fort Lauderdale.

"Site" - shall mean the area upon or in which the Contractor's operations are carried out and such other areas adjacent thereto as may be designated as such by the Project Manager.

"Sub-contractor" - shall mean any person, firm, company, corporation or other entity, other than employees of the Contractor, who or which contracts with the contractor, to furnish, or actually furnishes labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Surety" - shall mean any corporation or entity that executes, as Surety, the Contractor's performance and payment bond securing the performance of this Contract.

GC - 02 - SITE INVESTIGATION AND REPRESENTATION - The Contractor acknowledges that it has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Site, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, field conditions, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

The Contractor acknowledges that it has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted.

Any failure by the Contractor to acquaint itself with all the Site conditions shall not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents.

GC - 03 - SUBSTITUTIONS - If the Contractor desires to use materials and/or products of manufacturer's names different from those specified in the Contract Documents, the Bidder requesting the substitution shall make written application as described herein. The burden of proving the equality of the proposed substitution rests on the Contractor making the request. To be acceptable, the proposed substitution shall meet or exceed all expressed requirements of the Contract Documents and shall be submitted upon the Contractor's letterhead. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Project Manager will consider reports from

reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and

2. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and

3. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and

4. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution.

If a proposed substitution is approved by the Project Manager, an addendum will be issued to prospective bidders not less than three (3) working days prior to the date set for opening of bids. Unless substitutions are received and approved as described above, the successful Bidder shall be responsible for furnishing materials and products in strict accordance with the Contract Documents.

GC- 04 – CONSTRUCTION RESOURCES – Contractor shall provide all labor and equipment necessary to complete the installation within a timely manner. Contractor shall provide details as to manpower and equipment to be dedicated to the project in its Work Plan. Contractor is responsible for making arrangements, obtaining and purchasing construction water services if required to complete the work.

GC - 05 - CONTROL OF THE WORK - The Project Manager shall have full control and direction of the Work in all respects. The Project Manager and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Project Manager may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Project Manager so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Project Manager, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Project Manager, as will ensure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours.

GC - 06 - SUB-CONTRACTOR - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Project Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Project Manager, a list of all Sub-contractors. No Work shall be done by any sub-contractor until such Sub-contractor has been officially approved by the Project Manager. A sub-contractor not appearing on the original list will not be approved without written request submitted to the Project Manager and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Sub-contractors and the Sub-contractor is liable to be discharged by the Contractor, at the direction of the Project Manager, for neglect of duty, incompetence or misconduct.

Acceptance of any sub-contractor, other person, or organization by the Project Manager shall not constitute a waiver of any right of Project Manager to reject defective Work or Work not in conformance with the Contract Documents.

Contractor shall be fully responsible for all acts and omissions of its Sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between City and any sub-contractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due to any sub-contractor or other person, or organization, except as may otherwise be required by law.

GC - 07 - QUANTITIES - Contractor recognizes and agrees that the quantities shown on plans and Bid/Price Schedule are estimates only and may vary during actual construction. No change shall be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the City or Contractor, shall be made, except upon written permission of the City. However, the Project Manager shall have the right to make minor alternations in the line, grade, plan, form or materials of the Work herein contemplated any time before the completion of the same. That if such alterations shall diminish the quantity of the Work to be done, such alterations shall not constitute a claim for damages or anticipated profits. That if such alterations increase the amount of the Work to be done, such increase shall be paid for according to the quantity actually performed and at the unit price or prices stipulated therefore in the Contract. The City shall, in all cases of dispute, determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

Any Work not herein specified, which might be fairly implied as included in the Contract, of which the City shall judge, shall be done by the Contractor without extra charge. However, such cost increases shall be authorized either by the Public Works Director or designee, or the City Commission based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

GC - 08 - NO ORAL CHANGES - Except to the extent expressly set forth in the Contract, no change in, or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

GC - 09 - PERMITS AND PROTECTION OF PUBLIC – Permits on file with the City and/or those permits to be obtained by the Contractor, shall be considered directive in nature, and will be considered a part of this Contract. A copy of all permits shall be given to the City and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

Contractor shall secure all permits and licenses required for completing the Project. Contractor will obtain the necessary State, County, and City construction/work permits if required.

The Contractor shall comply with all applicable Codes, Standards, Specifications, etc. related to all aspects of the Project.

Where there are telephones, light or power poles, water mains, conduits, pipes or drains or other construction, either public or private, in or on the streets or alleys, the Work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given to all affected parties prior to proceeding with the Work.

The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the Work of constructing the various items in this contract shall proceed in an orderly, systematic and progressive manner.

GC - 10 - DISEASE REGULATIONS - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Project Manager may deem necessary. Should any infectious or contagious diseases occur among his employees, he shall arrange for the immediate removal of the employee from the Site and isolation of all persons connected with the Work.

GC - 11 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, and shall notify the Project Manager of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflictions, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at its own expense.

GC - 12 - MATERIALS AND WORKMANSHIP - All material shall be new and the workmanship shall, in every respect, be in conformity with approved modern practice and with prevailing standards of performance and quality. In the event of a dispute, the Project Manager's decision shall be final. Wherever the Plans, Specifications, Contract Documents, or the directions of the Project Manager are unclear as to what is permissible and/or fail to note the quality of any Work, that interpretation will be made by the Project Manager, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.

GC - 13 - SAFEGUARDING MARKS - The Contractor shall safeguard all points, stakes, grade marks, monuments, and benchmarks made or established on the Work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the Work and, if required, shall bear the cost of having them re-established by a licensed Professional surveyor registered in the State of Florida if disturbed or destroyed during the course of construction.

GC - 14 - RESTROOM FACILITIES - Contractor shall provide portable toilet facilities for employee's use at a location within the Work site to be determined by the City.

GC - 15 - PROGRESS MEETINGS - Weekly Status meetings will be conducted with representatives from the City and the Contractor. Contractor shall budget time to participate in such meetings. A well-run Project should result in short meetings.

GC - 16 - ISSUE RESOLUTION - Should Contractor become engaged in a dispute with a resident or a City employee, the Contractor shall report the situation to the Project Manager immediately. It shall be mandatory that the City participate in any dispute resolution. Failure of Contractor personnel to notify the City shall obligate Contractor to replace the offending employee immediately if requested by the City.

GC - 17 - CITY SECURITY-CONTRACTOR AND SUBCONTRACTOR EMPLOYEE INFORMATION - Prior to commencing work, Contractor shall provide to the City a list of all personnel and sub-contractors on site. The list will include the name, address, birth date and driver's license number for all personnel. All personnel and subcontractors on site will have on their person a company

photo ID during all stages of the construction. Contractor shall provide standard required personal information per current City procedures.

GC - 18 - POST-CONSTRUCTION SURVEY - The Contractor shall provide as-built survey, sealed and signed by a registered surveyor in the State of Florida, as a condition of final payment.

GC – 19 - KEY PERSONNEL - Contractor shall provide as part of the Work Plan, resumes for all key project personnel providing supervision and project management functions. Resumes shall include work history and years of experience performing this type of work.

GC - 20 - EXISTING UTILITY SERVICE - All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

GC - 21 - JOB DESCRIPTION SIGNS – Contractor, at Contractor's expense, shall furnish, erect, and maintain suitable weatherproof signs on jobs over $100,000 containing the following information:

1. City Seal (in colors)
2. Project or Improvement Number
3. Job Description
4. Estimated Cost
5. Completion Date

Minimum size of sign shall be four feet high, eight feet wide and shall be suitably anchored. The entire sign shall be painted and present a pleasing appearance. Exact location of signs will be determined in the field. Two (2) signs will be required, one at each end of the job. All costs of this work shall be included in other parts of the work.

GC - 22 - FLORIDA EAST COAST RIGHT-OF-WAY - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the contractor carry bodily injury and property damage insurance in amounts satisfactory to the Florida East Coast Company. This insurance requirement shall be verified by the contractor with the Florida East Coast Company prior to commencing work, and maintained during the life of the Contract.

GC - 23 - ACCIDENTS - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aide services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

In addition, the Contractor must report immediately to the Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

GC - 24 - SAFETY PRECAUTIONS - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

The Contractor shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are

necessary for the protection of its employees, as well as the public and City employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all Federal, State and local regulations.

GC - 25 - DUST PREVENTION - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in the cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance the Project Manager may stop the Work until the issue is resolved to the City's satisfaction.

GC - 26 - SITE CLEANUP AND RESTORATION – The Contractor shall remove all debris and unused or discarded materials from the work site daily. Contractor shall clean the work site to remove all directional drilling "Driller's Mud" materials. No "Driller's Mud" residue shall be allowed to remain in the soil or on the surface of the land or vegetation. All debris and drilling materials must be disposed of offsite at an approved location.

The Contractor shall promptly restore all areas disturbed that are outside the Project limits in equal or better condition at no additional cost to the City.

GC - 27 - COURTEOUS BEHAVIOR AND RESPECT FOR RESIDENTS AND PROPERTY – The Contractor and its employees, associates and sub-contractors shall maintain courteous behavior at all times and not engage in yelling, loud music, or other such activities. Contractor's employees shall not leave trash or other discarded items at the Work Site, especially on any private property. In the event complaints arise, Contractor shall immediately remove such offending employees from the project if requested to do so by the Project Manager. Contractor's employees shall not trespass on any private property unless necessary to complete the work but with prior permission from the owner.

Contractor shall notify and obtain permission from the residents 24 hours in advance when planning to work within the resident's property. In addition, Contractor shall notify the resident prior to entering their property to perform work or inspect/investigate the work site. Contractor shall not block residents' driveways unnecessarily. Contractor shall not park equipment on landscaped areas when the vehicle is not needed for the current construction activities. Contractor shall be responsible for repair and/or replacement of all damaged landscaping within 48 hours including repairing vehicle wheel impressions, irrigation systems, lighting systems, structures, or any other items of resident's property. Contractor shall not destroy, damage, remove, or otherwise negatively impact any landscaping within or outside the right-of-way without prior approval from the Project Manager.

GC - 28 - PLACING BARRICADES AND WARNING LIGHTS - The Contractor shall furnish and place, at Contractor's own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Project Manager may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

GC - 29 - TRAFFIC CONTROL - The Contractor shall coordinate all Work and obtain, through the City's Transportation and Mobility Department, Broward County, Florida Department of

Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road.

All traffic control devices, flashing lights, signs and barricades shall be maintained in working condition at all times and conform to Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

GC - 30 - COORDINATION - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Project Manager before construction is started and shall coordinate its Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange its Work and dispose of its materials so as to not interfere with the operation of other contractors engaged upon adjacent work, and to join its Work to that of others in a proper manner, and to perform its Work in the proper sequence in relation to that of other contractors as may be directed by the Project Manager.

Each Contractor shall be responsible for any damage done by it or its agents to the work performed by another contractor.

GC - 31 - WATER - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at Treasury Billing Office, 1st Floor, City Hall, 100 N. Andrews Avenue. With the paid receipt, contractor can pick up hydrant meter at the utility location office. No connection shall be made to a fire hydrant without a meter connected.

GC - 32 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES - Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran , or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

By submitting a bid or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

GC - 33 - USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS - In accordance with Florida Statute 255.20 (3), the City specifies that lumber, timber, and other forest products used for this Project shall be produced and manufactured in the State of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

The Bidder affirms by submitting a bid response to this solicitation that they will comply with section 255.20 (3) Florida Statutes.

GC - 34 - PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT - The Proposer's response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Bidder's response to the Solicitation purporting to require confidentiality of any portion of the Bidder's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the Solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Bids purporting to be subject to copyright protection in full or in part will be rejected. The bidder authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone Number: **(954) 828-5002**

Mailing Address: **City Clerk's Office**
1 East Broward Boulevard, Suite 444

Fort Lauderdale, FL 33301

E-mail: **prrcontract@fortlauderdale.gov**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City 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, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.

3. 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 this Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

GC – 35 - ANTI-HUMAN TRAFFICKING, KIDNAPPING, CUSTODY AND RELATED OFFENSES - Bidder, proposer, quoter, or any other respondent to any City solicitation/notice or serving as a City consultant, contractor, vendor or otherwise entering into any contract (including, without limitation, contract renewal, extension, amendment as applicable) with the City affirms and stipulates that it is not in violation of Section 787.06(13) of the 2024 Florida Statutes entitled "Kidnapping; Custody Offenses; Human Trafficking and Related Offenses." The entity (which includes any business entity however formed/ incorporated) intending to provide goods or services by submitting a response to a city solicitation further affirms to the City as a governmental entity defined in Section 287.138(1) of the 2024 Florida Statutes that it does not use coercion for labor or services as defined in Section 787.06 of the 2024 Florida Statutes.

GC – 36 - E-Verify - In accordance with 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

-END OF SECTION-

SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor, Bidder, or Proposer, to provide construction services for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

This project is located at Fort Lauderdale Executive Airport (FXE), in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, furnishing all materials, labor, and equipment to perform all the work to be accomplished under this contract, which includes clearing the existing pavement, joint and crack repair, pavement marking, and seal coating of Runway 13-31. All work to be completed in compliance with current code and regulations, and per drawings and specifications. Provide construction schedule identifying the project timeframe. The itemized lump sum prices shall include all labor, materials, and equipment. This base bid shall include insurance, bond, overhead and profit, and all other fixed costs.

02. TRANSACTION FEES

The City uses the City's on-line strategic sourcing platform INFOR, to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that its bid is submitted electronically through the City's on-line strategic sourcing platform, and that any bid security reaches the City of Fort Lauderdale, Procurement Services Division, 101 North East 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.** In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

04. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Yesenia Pascual, Sr. Procurement Specialist at (954) 828-5257 or email at Ypascual@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors please note: Bids shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent

of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this ITB.

05. CONTRACT TIME

5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **thirty (30)** calendar days of the date of the Notice to Proceed.

5.2 The Work shall be Substantially Completed within **thirty-six (36)** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **ninety-six (96)** calendar days after the Contract Time commences to run as provided in the Notice to Proceed.

06. BID SECURITY

A certified check, cashier's check, bank officer's check or bid bond for **Five (5%)** of the bid amount, made payable to the City of Fort Lauderdale, shall accompany each offer.

07. REQUIRED LICENSES/CERTIFICATIONS

Contractor must possess the following licenses/certifications to be considered for award:

State of Florida Certified General Contractor

OR

Any other State or County License(s), Certification(s) or Registration(s) deemed legally permissible by the City to conduct the nature of the work required in this solicitation.

Any sub-contractors employed by the Proposer shall be licensed and insured in accordance with this solicitation. Additionally, it is the Proposer's responsibility for ensuring that any sub-contractors' work meets the requirements of this solicitation at all times.

Note: Contractor must have proper licensing and shall submit evidence of same with its bid response.

08. SPECIFIC EXPERIENCE REQUIRED

The following expertise is required to be considered for this Contract. Specific references attesting to this expertise must be submitted with the bid response.

The contractor shall have at least ten (10) years previous construction experience in clearing existing pavement, joint and crack repair, pavement marking, and seal coating in the State of Florida. Bidder shall submit proof of experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

NOTE: REFERENCES SHALL NOT INCLUDE CITY OF FORT LAUDERDALE EMPLOYEES OR WORK PERFORMED FOR THE CITY. THE CITY IS ALSO INTERESTED IN WORK EXPERIENCE AND REFERENCES FROM ENTITIES OTHER THAN THE CITY OF FORT LAUDERDALE.

By signing this bid solicitation, contractor is affirming that this expertise will be provided for this Contract at no additional charge.

09. BID ALLOWANCE- N/A

10. INSURANCE REQUIREMENTS *(See Article 10, Bonds and Insurance, of the Contract for details)*

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $2,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $2,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.

h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

11. PERFORMANCE AND PAYMENT BOND: 100%

12. CITY PROJECT MANAGER

The Project Manager is hereby designated by the City as Khant Myat, P.E., whose address is 6000 NW 21 Avenue ,Click here to enter text. Floor, Fort Lauderdale, FL 33309, telephone

number: (954) 828-5061, and e-mail address is kmyat@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

13. LIQUIDATED DAMAGES *(See Article 16, Liquidated Damages, of the Contract for details)*

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Five Thousand Dollars ($5,000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See sample Agreement, Article 16, Liquidated Damages)

In addition, for work beyond the time (hour and minute) established for opening the taxiway/runway, following each closure of that taxiway/runway in accordance with the phasing plans, the City will charge the Contractor a rental fee for the Contractor's use of the taxiway/runway. The parties agree that the sum of $500 for the first minute and $50 for every minute thereafter shall be fixed as the rental rates for continuing a taxiway/runway closure beyond the time provided for opening the taxiway/runway during each phase of work that requires taxiway/runway closure. The Contractor shall pay to the City, or have withheld from monies due the Contractor, the rental sum of $500 per the first minute and $50 for every minute thereafter that the Contractor continues a taxiway/runway closure beyond the specified time provided for opening the taxiway/runway during each phase of work that requires closure. Time for opening of the taxiway/runway and rental fee determinations shall be based upon the City's inspector's time keeping, not the Contractor. Contractor may request the inspector to advise him of remaining time periodically prior to opening, but inspector's time keeping shall be the sole determining factor as to whether the taxiway/runway reopened as scheduled without appeal.

14. PAYMENT (*See Article 7, Payment, of the Contract for other details*)

The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing both the VISA and MASTERCARD networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

15. WORK SCHEDULE (including overtime hours): Overtime is not applicable

The Work shall be conducted in two (2) phases, with each phase substantially complete as indicated in the construction plans.

Before commencing Work of each phase, submit a schedule showing the sequence, commencement and completion dates for all phases of the Work.

Fourteen (14) calendar days prior to the start of each of each phase or sub-phase, the contractor shall submit, in writing, a detailed work plan for that phase or sub-phase.

All work hours will be subject to written approval of the Engineer and Airport Operations, and in accordance with the approved work schedule

Phase 1-2 Work starts on Friday at 10:00 PM and ends on Monday at 6:00 AM continuously through the weekend. For detail of the work hour for all phases refer to the drawings.

16. INSPECTION OVERTIME COST: $100/hr.

-END OF SECTION-

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2025, by and between the City of Fort Lauderdale, a Florida municipal corporation ("City") and _____, a Florida company/corporation ("Contractor"), ("Party" or collectively "Parties");

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No. 507, Project Number P12707, which was opened on _____; and

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project; and

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

ARTICLE 1 – DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.

1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.

1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.

1.5 Bid Documents – Advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and sample agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.

1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.

1.7 Change Order - A written document executed by both Parties ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.8 City – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, and volunteers, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

1.10 Contract Price – The amount established in the bid submittal and award by the City's City Commission, as may be amended by Change Order.

1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.

1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.

1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.

1.14 Defective – When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the City Commission approves the Agreeement.

1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.

1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.

1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.

1.20 Holidays - Those designated non-workdays as established by the City Commission of the City of Fort Lauderdale.

1.21 Inspection – The term "inspection" and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.

1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the condition's precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.

1.23 Notice to Proceed – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.24 Plans - The official graphic representations of this Project that are a part of the Contract Documents.

1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.

1.26 Project – The construction project described in the Contract Documents, including the

Work described therein.

1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.

1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.

1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.

1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer, or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.

1.31 Substantially Completed Date – A date when written notice is provided by the City to the Contractor stating that the Work is substantially completed. If, at the time of inspection, it is determined the project is substantially completed, the City will also issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.

1.32 Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 – SCOPE OF WORK

2.1 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

RUNWAY 13-31 PAVEMENT SEALING
ITB # 507 PROJECT # P12707

2.2 All Work for the Project shall be constructed in accordance with the approved plans and Specifications. The Work generally involves:

PROJECT DESCRIPTION

This project is located at Fort Lauderdale Executive Airport (FXE), in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, furnishing all materials, labor, and equipment to perform all the work to be accomplished under this contract, which includes clearing the existing pavement, joint

and crack repair, pavement marking, and seal coating of Runway 13-31. All work to be completed in compliance with current code and regulations, and per drawings and specifications.

2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

3.1 The Project Manager is hereby designated by the City as Khant Myat, P.E., whose address is 6000 NW 21ST Avenue, Fort Lauderdale, FL 33309, telephone number: (954) 828-5061, and email address is kmyat@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents, include this Agreement and the following documents listed below which comprise the entire Agreement between the City and Contractor, and these documents listed below are hereby incorporated herein, even if they are not attached to this Agreement. The Contract Documents consist of the following:

4.1 This Agreement.

4.2 Exhibits to this Agreement: (Plans sheets [ ] to [ ] inclusive).

4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.

4.4 Notice of Award and Notice to Proceed.

4.5 General Conditions and Special Conditions.

4.6 Technical Specifications.

4.7 Plans/Drawings.

4.8 Addenda number _____ through _____, inclusive.

4.9 Bid Form and supplement Affidavits and Agreements.

4.10 All applicable provisions of State and Federal Law.

4.11 Invitation to Bid No.507, Instructions to Bidders, and Bid Bond.

4.12 Contractor's response to the City's Invitation to Bid No. 507, dated _____.

4.13 Schedule of Completion.

4.14 All amendments, modifications and supplements, change orders and work directive changes, issued on or after the Effective Date of the Agreement.

4.15 Any additional documents that are required to be submitted under the Agreement.

4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

4.17 Foreign Entity Affidavit.

4.18 Kidnapping and Custody Affidavit.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

a. Approved change orders, addenda or amendments.

b. Specifications and Drawings.

c. Special Conditions.

d. General Conditions.

e. This Agreement dated _____, and any attachments.

f. Invitation to Bid No.507, and the specifications prepared by the City.

g. Contractor's response to the City's Invitation to Bid No. 507, dated _____.

h. Schedule of Values.

i. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not

specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within **thirty (30)** calendar days of the date of the Notice to Proceed.

5.2 The Work shall be Substantially Completed within **thirty-six (36)** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **ninety-six (96)** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

ARTICLE 6 – CONTRACT PRICE

6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.

6.2 The Parties expressly agree that the Contract Price, which shall not exceed the amount of $_____, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.

6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.

ARTICLE 7 – PAYMENT

7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided for in the General Conditions.

7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.

7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.

7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications, and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.

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

7.5.1 Defective work not remedied.
7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
7.5.4 Damage to another contractor not remedied.
7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2024), as amended or revised, provided, however, complete and error free pay application is submitted.

7.7 The City shall make payment to the Contractor through utilization of the City's Purchasing Card (P-Card) Program. The City has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's P-Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

7.8 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale. Failure to produce documentation could result in termination of the contract.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.

8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted within the Contract Time as defined in this Agreement.

Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Bid Price and that the Project can be completed for the Bid Price submitted.

8.5 Contractor has made or caused to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and

conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.

8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.

8.8 Labor

8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

8.8.4 Where required and necessary, the Contractor shall, at all times, have a certified "competent person" assigned to the job site. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Agreement in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

Unless approved by the City in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of $100.00 per hour.** The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds itself to indemnify and hold harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of bids. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work, including Florida Law, the City Code of Ordinances, and any other applicable law. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules,

standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.

8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for or will be required to replace or restore at no expense to the City all properties and areas not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

8.16.1 Flow of material and equipment from suppliers.
8.16.2 The interrelated work with affected utility companies.
8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.

8.16.4 The effort of independent testing agencies.
8.16.5 Notice to affected property owners as may be directed by the Project Manager.
8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and electronic drawings files. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

8.18 Safety and Protection:

8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

8.18.1.1 All employees working on the project and other persons who may be affected thereby.

8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties

and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any

significant changes in the Work or deviations from the Contract Documents caused thereby.

8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.

8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entitles claiming by, through or under the Contractor, releases and discharges the City from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on,

undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

8.23 No Liens: If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have

the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

8.24 Weather Emergencies: Upon issuance of a hurricane watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a hurricane warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available, and in the City before, during and immediately after the storm.

Upon issuance of a hurricane warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other Party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war, act of Governmental Authority, state of emergency, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the Parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their sub-contractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within ninety-six (96) hours after such an

occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the Contractor assures that it, the sub-recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime Contractor signs with a subcontractor.

ARTICLE 9 – CITY'S RESPONSIBILITIES

9.1 The City shall furnish the data required of the Contractor under the Contract Documents promptly and shall make payments to the Contractor in accordance with the terms of the agreement herein.

9.2 After the Contractor meets the City's requirements in the Code of Ordinances, and any other applicable law, the City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.

9.3 Technical Clarifications and Interpretations:

9.3.1 The City shall issue written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or

other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.

9.5 Cancellation for Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 – BONDS AND INSURANCE

10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2024), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

10.3 Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $2,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $2,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of

such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there

are no pending liens, claims or encumbrances against the equipment and materials.

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.

11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If the Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.

11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by

the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.

12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, agents, volunteers, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, suppliers, employees or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its representatives, agents, volunteers, employees, and appointed and elected officials from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes (2024), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

13.1 Without invalidating this Agreement, the City may, at any time or from time-to-time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a fully executed Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.

13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the

overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.

13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by City, shall be computed as follows:

14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:

14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

Payroll costs shall include, but not be limited to, salaries and wages plus cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.

14.1.3 Supplemental costs including the following:

14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.

14.1.3.4 Royalty payments and fees for permits and licenses.

14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by an approved and fully executed Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

14.3 Not Included in the Cost of the Work: The term "Cost of the Work" shall not include any of the following:

14.3.1 Payroll costs and other compensation of the Contractor's officers' executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.

14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1.

14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:

14.4.1 A mutually acceptable negotiated fee:

14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).

14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.

14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.

14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.

14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

15.1 The Contract Time may only be changed by an approved and fully executed Change Order. Any claim for an extension in the Contract Time shall be based on written notice

delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, pandemics, act of Governmental Authority, state of emergency, or acts of God.

15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Five Thousand Dollars ($5,000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay Is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not

affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.

17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:

17.2.1 If the Contractor makes a general assignment for the benefit of creditors.

17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Agreement, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.

17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the date set forth in the Notice to Proceed, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project

Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.

17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.

17.2.5 If the Contractor repeatedly disregards proper safety procedures.

17.2.6 If the Contractor disregards any local, state or federal laws or regulations.

17.2.7 If the Contactor otherwise violates any provisions of this Agreement.

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's notice to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below in Section 17.5.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:

17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:

17.4.1.1 In the event the Contactor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contactor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the

United States Bankruptcy Court. The Contactor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in additional to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the Parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

17.5 Termination for Convenience: This Agreement may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work

executed and accepted by the City and costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be made for profit for work/services which have not been performed or accepted.

17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.

18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:

Khant Myat, P.E.
Project Manager
City of Fort Lauderdale
6000 NW 21st Avenue,
Fort Lauderdale, Florida 33309
Telephone: (954) 828-5061
E-mail: kmyat@fortlauderdale.gov

with copies to:

City Manager
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

and

City Attorney
City of Fort Lauderdale
1 East Broward Blvd, Suite 1605
Fort Lauderdale, FL 33301-1016

To the Contractor:

_____
_____
_____
Telephone: _____
E-mail: _____

ARTICLE 20 – LIMITATION OF LIABILITY

20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of $1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of $1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement.

20.2 Sovereign Immunity: Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the Sovereign Immunity limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2024), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2024), as may be amended or

revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

20.3 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

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

ARTICLE 22 – MISCELLANEOUS

22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as

if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.

22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.

22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.

22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.

22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.

22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

22.7 Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.

22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2024), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, 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 the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may

not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

22.9 Attorney Fees: In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing Party shall be entitled to its reasonable attorney fees.

22.10 N/A

22.11 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444 FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City 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, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.

3. 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 this Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

22.12 Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

22.13 E-Verify

In accordance with 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

22.14 Anti-Human Trafficking:

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

22.15 Foreign Countries of Concern:

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

22.16 Default:

In the event the Contractor fails to comply with the provisions of this Agreement, the City may declare the Contractor in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed five (5) calendar days unless otherwise agreed to by the parties. In such event, the Contractor shall only be compensated for any services completed as of the date written notice of default is served.

22.17 Severability:

If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

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CITY

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
RICKELL WILLIAMS
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and correctness:
D'Wayne Spence, Acting City Attorney

By: _____
SHARI C. WALLEN_
Assistant City Attorney

CONTRACTOR

WITNESSES:

CONTRACTOR.,
a Florida company/corporation.

_____ By:_____

_____ Print Name:_____
Print Name

Title:_____

ATTEST:

_____

_____
Print Name

By:_____
Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, 2025, by _____, (NAME OF AUTHORIZED OFFICER) as _____ (TITLE OF AUTHORIZED OFFICER), for _____ (NAME OF COMPANY), a Florida _____(TYPE OF COMPANY).

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known_____ OR Produced Identification_____
Type of Identification Produced: _____

GENERAL REQUIREMENTS

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SECTION 011000
SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1. The written specifications package entitled **Fort Lauderdale Executive Airport FXE Runway 13-31 Pavement Sealing project, City Project P12708.**

1.2 INTENT OF DRAWINGS AND SPECIFICATIONS

A. Intent of the drawings and specifications is to cover an installation complete in every respect. It is not necessarily intended to provide every detail on drawings or in the specifications. The City will not be responsible for absence of any detail which the Contractor may require nor for any special construction which may be found necessary as work progresses. If an item is either indicated or specified, it shall be considered sufficient for inclusion of said item in the contract. Contractor shall furnish and install materials and equipment normally furnished with such systems and as needed to complete a fully operational installation, whether mentioned or not, which are customary to the trade.

B. Incidental accessories not usually shown or specified, but which are necessary for the proper installation and operation shall be included in the work without additional cost to the City, as if herein depicted or specified.

C. Any material or work not shown on drawings, but mentioned in specifications, or vice versa, shall be furnished, delivered and installed by the Contractor without additional cost to the City.

D. Drawings are diagrammatic and indicate the general arrangement of systems and work indicated (do not scale drawings).

1.3 SUMMARY

A. This Section includes the following:

1. Project Information
2. Work covered by the Contract Documents
3. Phased construction
4. Use of Premises
5. Work restrictions
6. Mobilization

1.4 PROJECT INFORMATION

A. Project Identification: Project 12707

1. Project Location: 6000 NW 21st Avenue, Fort Lauderdale, FL 33309

B. Owner: City of Fort Lauderdale

1. City's Representative: Khant Myat, P.E., Airport Engineer/Project Manager II

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work is defined by the Contract Documents and consists of the following:

The work to be accomplished under this contract includes, but is not limited to, furnish all materials, labor, and equipment to perform all the work to be accomplished under this contract, which includes clearing the existing pavement, joint and crack repair, pavement marking, and seal coating of Runway 13-31. All work to be completed in compliance with current code and regulations, and per drawings and specifications. Provide construction schedule identifying the project timeframe. The itemized lump sum price shall include all labor, materials, and equipment. This base bid shall include insurance, bond, overhead and profit, and all other fixed costs. Project will be constructed under a single prime contract.

a. Division of work: The division of work among it's separate Subcontractors is the responsibility of the General Contractor, and the City assumes no responsibility to act as arbitrator to establish subcontract limits between any sections of the work.

1.6 PHASED CONSTRUCTION

A. The Work shall be conducted in phases, with each phase substantially complete as indicated in the construction plans.

B. Before commencing Work of each phase, submit a schedule showing the sequence, commencement and completion dates for all phases of the Work.

1.7 USE OF PREMISES

A. General: Contractor shall have full use of project site for construction operations during construction period.

B. Use of Site: Limit use of project site to areas within the contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.8 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations as listed here and in the construction plans.

1. Comply with limitations on use of public streets and with other requirements of

authorities having jurisdiction.

B. On-Site Work Hours: Work shall be generally performed as indicated in the construction plans.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by City or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify City not less than two working days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without City's written permission.

D. Employee Identification: Owner will provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012600
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections include the following:
   1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included following the end of Part 3.

1.4 REQUESTS FOR INFORMATION

A. If latent or unforeseen conditions arise that may require changes in the Work, the Contractor may submit a Request for Information to the Project Manager on the form included following the end of Part 3.

1.5 PROPOSAL REQUESTS

A. City-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

   1. Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
   2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's Construction Schedule that indicates the

effect of the change.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change.
6. Comply with requirements in General Conditions Section GC-03 "Substitution" if the proposed change requires substitution of one product or system for product or system specified.

1.6 ADMINISTRATIVE CHANGE ORDERS

A. Unit Price Adjustment: Refer to Construction Agreement, Article 14, for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

1.7 CHANGE ORDER PROCEDURES

A. On City's approval of a Proposal Request, Engineer will issue a Change Order for signature of the Contractor on City's standard form. The Change Order will not be official until approved by the appropriate City Officials and signed by the City Engineer, City Manager.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SUPPLEMENTAL INSTRUCTIONS FOR MINOR CHANGES

CITY OF FORT LAUDERDALE

CITY PROJECT NO: **#P** REQUEST NO:

PROJECT: DATE:
OWNER: **City of Fort Lauderdale** CONTRACTOR:
TO: CONTRACT DATED:

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the Work as consistent with the Contract Documents and return a copy to the City.

DESCRIPTION:

ATTACHMENTS:

ENGINEER:

FAXED TO: ( ) Contractor
( ) Site Office
( ) Eng. Insp. (954) 828-5074

CC: Project Inspector
Main File

PROPOSAL REQUEST

CITY OF FORT LAUDERDALE

CITY PROJECT NO: **#P** REQUEST NO:

PROJECT: DATE:
OWNER: **City of Fort Lauderdale** CONTRACTOR:
TO: CONTRACT DATED:

Please submit an itemized quotation for changes in the **CONTRACT SUM** and/or **TIME** incidental to the proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

DESCRIPTION:

ATTACHMENTS:

ENGINEER:

FAXED TO: ( ) Contractor
( ) Site Office
( ) Eng. Insp. (954) 828-5074

CC: Project Inspector
Main File

REQUEST FOR SUBSTITUTION
CITY OF FORT LAUDERDALE

CITY PROJECT NO: **#P** REQUEST NO: _____

PROJECT: DATE:
OWNER: **City of Fort Lauderdale** CONTRACTOR:
TO: _____ CONTRACT DATED: _____

NAME AND ADDRESS OF CONTRACTOR:

_____

_____

_____

hereby requests acceptance of the following product or system as an "acceptable substitution".

NAME AND DESCRIPTION OF <u>SPECIFIED PRODUCT</u> OR SYSTEM:

_____

_____

MANUFACTURER:

_____

SPECIFICATION SECTION _____, PAGE(S)_____
PARAGRAPH(S)_____
DRAWING_____ DETAIL NUMBER_____

NAME AND DESCRIPTION OF <u>PROPOSED SUBSTITUTION</u>:

_____

_____

_____

MANUFACTURER:_____
ADDRESS:_____
TELEPHONE:_____
NAME OF VENDOR:_____
NAME AND ADDRESS OF PREVIOUS PROJECT WHERE PROPOSED SUBSTITUTION WAS UTILIZED:

_____

_____

TELEPHONE:_____
REASON FOR PROPOSING SUBSTITUTION: _____

_____

DOES SUBSTITUTION AFFECT OTHER MATERIALS, INSTALLATION OR SYSTEMS?
YES_____ NO_____ IF YES, ATTACHED COMPLETE DATA.
DOES SUBSTITUTION REQUIRE REVISION OR REDESIGN OF ANY COMPONENT OF BUILDING OR ELECTRICAL OR MECHANICAL WORK?
YES_____ NO_____ IF YES, ATTACHED COMPLETE DATA.

THE ATTACHED DATA IS FURNISHED FOR EVALUATION OF THE SUBSTITUTION:
( )CATALOG ( ) DRAWINGS ( ) SAMPLES ( ) TESTS ( ) REPORTS ( ) OTHER

_____

REQUEST FOR SUBSTITUTION

SAVING TO CITY FOR ACCEPTING SUBSTITUTE:
COST OF SPECIFIED ITEM:
_____ DOLLARS
($_____)
COST OF SUBSTITUTION ITEM:
_____ DOLLARS
($_____)

TOTAL SAVINGS (CREDIT) TO CITY FOR ACCEPTING SUBSTITUTE:
_____ DOLLARS
($_____)

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PROPOSED SUBSTITUTION HAS BEEN FULLY CHECKED AND COORDINATED WITH THE CONTRACT DOCUMENTS, THAT THE PROPOSED SUBSTITUTION MEETS OR EXCEEDS THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND THAT ALL INFORMATION IS TRUE AND ACCURATE.

FIRM NAME: _____

BY: _____

DATE SIGNED: _____

PRINT NAME LEGIBLY: _____

FAXED TO:
CC

SECTION 012900
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:

1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
3. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

C. BASIS OF PAYMENT - The price for each items shall include the furnishing of all labor, materials, equipment and incidentals required to complete the construction and to repair in a manner satisfactory to the Engineer any and all damage, as a result of work under this contract, done to existing structures, pavement, grass, utility pipe lines, conduits, drains, catch basins, and including all above and underground obstructions not specifically named here-in: replacing in a manner satisfactory to the Engineer and or all of the above items which may be damaged beyond repair as a result of work under this contract.

D. Retainage: The City shall retain a portion of each partial payment according to the following schedule:

1. The City will retain ten percent (10%) of all monies earned by Contractor until the work has been accepted by the City as Finally Complete.

1.3 APPLICATIONS FOR PAYMENT

A. The General Contractor must meet with the City Representative on or about the 25th of each month. The City Representative will go over the pay items and agree on the quantities and the dollar amounts of the work completed during the month. A copy of the agreed amounts will be signed by the parties and a copy will be left with each representative.

B. The General Contractor will make up a partial pay request using the City-supplied forms and submit the request to the City Representative before the first of the upcoming month.

C. Each pay request must be accompanied by a partial release of lien by the General

Contractor and by all Subcontractors, suppliers, and for all labor, as outlined below.

1. Starting with the second (2nd) pay request and for each and every pay request thereafter, the General Contractor shall submit partial release of liens from all Subcontractors, suppliers, and laborers covering the preceding month's request (SEE FOLLOWING EXAMPLE).
2. EXAMPLE: In the first (1st) pay request, payment is requested by General Contractor for the electrician. The General Contractor must attach his partial release of lien.
3. For the second (2nd) pay request, the General Contractor must attach his partial release of lien from the electrician for the amounts billed in the 1st pay request; i.e., the General Contractor will be running one (1) month behind with the releases from the Subcontractors, suppliers, etc., until the final pay request.

D. For the final pay request, the General Contractor will be required to submit FINAL release of liens for ALL Subcontractors, suppliers, etc., and for ALL labor BEFORE FINAL PAYMENT WILL BE MADE.

E. No partial payments, after the first payment, will be made until all partial release of liens are submitted for the preceding month's billing, as described

F. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by City.

G. Payment Application Forms: Use City Form "PERIODIC ESTIMATE FOR PARTIAL PAYMENT" as form for Applications for Payment.

1. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. City will return incomplete applications without action.
2. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

H. Release of Lien: With each Application for Payment, submit release of lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial release of lien on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final release of lien.
3. City reserves the right to designate which entities involved in the Work must submit release of lien forms.

I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Contractor's Construction Schedule (preliminary if not final).
3. Certificates of insurance and insurance policies.
4. Performance and payment bonds.

J. City may withhold, in whole or in part, payment to such extent as may be necessary to

protect itself from loss on account of:

1. Defective Work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
4. Damage to another contractor not remedied.
5. Liquidated damages and costs incurred by City and/or Consultant for extended construction administration.
6. Failure of Contractor to provide any and all documents required by the Contract Documents.

K. No partial payment estimate will be processed for any contract which is beyond the contract completion date. After a contract runs past the completion date, only a final payment will be made when all work is complete.

L. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Evidence that claims have been settled.
5. Final, liquidated damages settlement statement.

M. The acceptance of final payment shall constitute a waiver of all claims by contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

N. If evidence is produced before the final settlement of all or any balance, that the party of the second part has failed to pay to laborers, employed on this work, or failed to pay for the materials used therein, or if the City has reason to suspect the same, the City may withhold such balance and, upon written evidence satisfactory to the City as to the amount due for such labor and materials, settle and pay for the same and charge the amounts to the party of the second part and deduct the same from said balance or balances.

O. Payment for Insurance and Surety/Performance and Payment Bonds can be made upon submittal of the first contractor request for payment, less standard retainage.

~~P. The work specified in this Section shall consist of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site; and for the establishment of temporary offices, testing services, safety equipment and first aid supplies, sanitary and other facilities, survey services, site clean-up, restoration of disturbed sodded areas and photographs as required by these Specifications and Special Provisions, and any Federal, State and/or local laws and regulations. The costs of any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this Section.~~

~~Measurement of mobilization for payment shall be the work under this Section completed~~

~~and accepted in accordance with the Plans and these Specifications.~~

~~Percent of Original Contract Amount Earned~~	~~Allowable Percent of the Lump Sum Price For Mobilization~~
~~5~~	~~25~~
~~25~~	~~25~~
~~50~~	~~40~~
~~100~~	~~10~~

~~Partial payments for the item "Mobilization" shall be made in accordance with the above schedule and the sum total of all the partial payments for the item "Mobilization" will be limited to 10% of the original Contract Amount for the project. Any remaining amount will be paid upon completion of all work under the Project.~~

The standard retainage will be applied to these allowances. Partial payments made on this item shall in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Submittals
3. Special Project Procedures
4. Administrative and supervisory personnel.
5. Project meetings.
6. Requests for Interpretation (RFIs).

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

C. Related Sections include the following:

1. Division 01 Section "Summary of Multiple Contracts" for a description of the division of Work among separate contracts and responsibility for coordination activities not in this Section.
2. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
3. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
4. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.
5. Division 01 Section "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work.

Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for City and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Project closeout activities.

1.5 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

   a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
   b. Indicate required installation sequences.
   c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Construction Project Manager for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 24 by 36 inches (750 by 1000 mm).

3. Number of Copies: Submit two opaque copies of each submittal. Construction Project Manager will return one copy.

   a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Construction Project Manager will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.

4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

B. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.

C. Key Personnel Names: Within 10 days of contract award, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 SPECIAL PROJECT PROCEDURES

A. Discrepancies, Errors: Should discrepancies or errors appear in the drawings or specifications concerning materials, workmanship, or quantity of work to be performed, the Contractor will be required to immediately notify the City before proceeding with the work. If the Contractor fails to notify the City and proceeds with the work, Contractor will be required to correct the errors at his/her own expense. In the event of a conflict between the drawings and specifications, the City will decide on the way to perform the work or supply the materials. See also General Conditions, "Contractor to Check Plans and Data," Section GC-10

B. Dimensions and Measurements: The figured dimensions on the drawings or notes including dimensions shall be used for construction instead of measurements of the drawings by scale. No scale measurements shall be used as a dimension for construction. Dimensions on all drawings as well as the detail drawings themselves are subject in every case to measurements of adjacent or previously completed work. All such measurements necessary shall be taken before undertaking any work dependent upon such data. Field verification of dimensions on plans is mandatory since actual locations, distances, and levels will be governed by actual field conditions.

C. Discrepancies or Inconsistencies: Should any discrepancy or inconsistency appear between larger and smaller scale drawings in any of the divisions of the specifications or in any of the contract documents, such discrepancy shall be immediately submitted to the City for correction before proceeding with the work in question. In no case shall the Contractor make

any alterations, erasures, changes or modifications in the drawings or specifications.

1. Should it appear that any of the work as specified or shown by the drawings is not sufficiently detailed or explained, the Contractor shall apply to the City for such further details or information as may be necessary for full understanding of the work in question.
2. The data set forth in these specifications and indicated on the drawings are as accurate as can be obtained, but their extreme accuracy is not guaranteed. Final application thereto shall be determined on the job as conditions may demand and subject to the approval of the City.

D. In the event a Subcontractor or Supplier notes a mistake or details appear incomplete, or if there are questions or concerns with the plans and specifications, the Subcontractor or Supplier will immediately notify the General Contractor. No work will proceed until such conflicts or questions are resolved in writing.

1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. The Contractor shall employ a competent superintendent who can communicate with spoken English, and who shall be in attendance at the site full-time when any work is in progress. The superintendent shall be satisfactory to the City's Engineer and shall not be changed except with the consent of the City's Engineer.

B. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Construction Project Manager of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Construction Project Manager, within 48 hours of the completion of the meeting.

    a. Minutes from all meetings shall be prepared by the Contractor, reflecting all items discussed as well as agreed upon or suggested solutions. These minutes shall be a true reflection of what actually happened at the meeting.
    b. Items discussed and not resolved or being handled by any one of the parties present shall be reflected along with the name of the person responsible in all ongoing minutes until it is resolved.
    c. Minutes shall be typewritten within 24 hours from the completion of the meeting. They shall immediately be delivered electronically to all parties present and followed by a copy through the mail to the Construction Project Manager.
    d. All items requiring information and not resolved shall be reflected in each and every set of minutes thereafter until it is totally resolved

B. Initialization Meeting: Within ten (10) days of notification of contract award, the Contractor, the Construction Project Manager, the Designer of Record, and other assigned City's staff shall meet. The purpose of this meeting will be to quantify and clarify all items that must be presented by the Contractor at the Preconstruction meeting. The Contractor shall submit a schedule of values for the Project at this meeting for review by the City. The City's comments will be presented to the Contractor at the pre-construction meeting.

C. Preconstruction Meeting: After the contract(s) has been awarded, executed, and a tentative work schedule has been composed, and prior to the start of the work, the Contractor(s), the Construction Project Manager, the City's Representative, and other persons and/or governmental agencies that are involved shall meet. The minimum agenda is to include but is not limited to the following:

1. Distribute and discuss list of major Subcontractors
2. Tentative construction schedule
3. Phasing
4. Critical work sequencing and long-lead items
5. Relation and coordination of Prime Contractor
6. Designation of key personnel and their duties
7. Procedures for processing field decisions and Change Orders
8. Procedures for RFIs
9. Procedures for testing and inspecting
10. Adequacy of distribution of contract documents
11. Submittal of Shop drawings, project data, and samples
12. Procedures for maintaining Record documents
13. Use of premises
14. Work restrictions
15. Responsibility for temporary facilities and controls
16. Major equipment deliveries and priorities
17. Working hours
18. Safety and first-aid procedures
19. Security procedures
20. Housekeeping procedures including progress cleaning.
21. Processing of payments or contract.

D. Progress Meetings: Conduct progress meetings at bi-weekly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of City and the Construction Project Manager, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

   a. Review and approve minutes of previous Progress Meeting.
   b. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties

involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

c. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Status of correction of deficient items.
14) Field observations.
15) RFIs.
16) Status of proposal requests.
17) Pending changes.
18) Status of Change Orders.
19) Pending claims and disputes.
20) Documentation of information for payment requests.

3. Minutes: General Contractor shall record the meeting minutes. These minutes shall indicate all items discussed as well as agreed upon or suggested solutions. They shall be a true reflection of what occurred at the meeting.

4. Reporting: Within 48 hours, distribute minutes of the meeting by electronic means to each party present and to parties who should have been present.

a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.9 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.

2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing

interpretation and the following:

1. **City Project Number**
2. **City Project Name.**
3. **Date.**
4. **Name of Contractor.**
5. **RFI number, numbered sequentially.**
6. **Specification Section number and title and related paragraphs, as appropriate.**
7. **Drawing number and detail references, as appropriate.**
8. **Field dimensions and conditions, as appropriate.**
9. **Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.**
10. **Contractor's signature.**
11. **Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.**

    a. **Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.**

C. Hard-Copy RFIs: Form at end of this Section.

1. Identify each page of attachments with the RFI number and sequential page number.

D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Word Template is available upon request from the City Engineer's Office.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

E. Construction Project Manager's Action: Construction Project Manager will review each RFI, determine action required, and return it. Allow seven days for Construction Project Manager's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for coordination information already indicated in the Contract Documents.
    d. Requests for adjustments in the Contract Time or the Contract Sum.
    e. Requests for interpretation of Construction Project Manager's actions on submittals.
    f. Incomplete RFIs or RFIs with numerous errors.

2. Construction Project Manager's action may include a request for additional information, in which case Construction Project Manager's time for response will start again.

3. Construction Project Manager's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Construction Project Manager in writing within 10 days of receipt of the RFI response.

F. On receipt of Construction Project Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Construction Manager within seven days if Contractor disagrees with response.

G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. RFI number including RFIs that were dropped and not submitted.
4. RFI description.
5. Date the RFI was submitted.
6. Date Construction Project Manager's response was received.
7. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.10 MAINTENANCE OF AIRPORT OPERATIONS TRAFFIC

A. DESCRIPTION:

1. The work specified in this Section consists of maintaining traffic within the limits of the project for the duration of the construction period. It shall include the construction and maintenance of any necessary detour facilities along the project and the furnishing, installing and maintaining of traffic control and safety devices required for safe and expeditious movement of traffic as may be called for on the plans. The term "Maintenance of Traffic" or MOT as used herein shall include all of such facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance; all as specified in this Section. The Section also includes installing temporary orange plastic fencing around any owl or tortoise nests, as directed by the Project Manager or Owner's Representative.

2. When the project plans include or identify a specific Maintenance of Traffic Plan, alternate proposals will be considered when they are found to be equal to or better than the plan specified. In no case may the Contractor begin work until the Project Manager has approved the Maintenance of Traffic Plan in writing. Modifications to the Maintenance of Traffic Plan that become necessary shall also be approved in writing. Except in an emergency, as determined by the Project Manager, no changes to the approved plan will be allowed until approval to change such plan has been received.

3. The Contractor shall conduct their operations in such a manner that no undue hazard will result due to the requirements of this section, and the procedures and policies described therein shall in no way act as a waiver of any of the terms of the liability of the Contractor or their surety.

B. CONSTRUCTION METHODS

1. The contractor shall be responsible for performing daily inspections, including weekends and holidays, with some inspections at nighttime, of the installations on the project and replace all equipment and devices not conforming to the approved standard during that inspection. The project personnel will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as is deemed necessary.

2. The responsibility for installation and maintenance of adequate traffic control devices, warning devices and barriers, for the protection of the traveling public and workers, as well as to safeguard the work area in general shall rest with the Contractor. The required traffic control devices, warning devices and barriers shall be erected by the Contractor prior to creation of any hazardous condition and in conjunction with any necessary rerouting of traffic. The Contractor shall immediately remove, turn or cover any devices or barriers that do not apply to existing conditions.

   The Contractor shall make the Project Manager aware of any scheduled operation which will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit their review of the plan for installation of traffic control devices, warning devices, or barriers proposed by the Contractor.

   The Contractor shall assign one of their employees the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the contract. The Project Manager shall be kept advised at all times as to the identification and means of contacting this employee on a 24-hour basis.

3. All traffic control devices (including signs), warning devices, barricades and barriers shall be furnished by the Contractor.

4. Traffic control devices, warning devices, and barriers shall be kept in the correct position, properly directed, clearly visible and clean at all times. Damaged, defaced or dirty Devices or barriers shall be immediately repaired, replaced or cleaned as directed.

5. The Contractor shall provide competent flagmen to direct traffic where one-way operation in a single lane is in effect and in other situations as may be required by the standards established.

6. Where a detour changes the lane use or where normal vehicle paths are altered during construction, all existing pavement markings that will be in conflict with the adjusted vehicle paths shall be removed. Over-painting will not be allowed. The removal may be accomplished by any method that will not materially damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

   All pavement markings that will be in conflict with "next phase of operation" vehicle paths shall be removed as described above, prior to opening to traffic, when possible. Markings that cannot be removed prior to changing traffic patterns will be removed as soon as practicable. The term "practicable" shall be interpreted as meaning or implying:

   a. Marking removal equipment will be scheduled for use immediately following any change in lanes.

b. If darkness or inclement weather interferes with removal operations, such operations will be accomplished during the next daylight period or as soon thereafter as weather conditions permit.

c. If equipment failures occur such equipment will be repaired, replaced, or leased so that the removal can be accomplished by the following day.

7. The Contractor shall provide portable light towers as required for work. The towers shall be trailer mounted, that can be folded for easy transport and storage. The towers shall contain a diesel generator to power a minimum 6000 watts and have fuel capacity to operate at full load for a minimum of 48 hours. It shall be designed to be weather proof. The towers shall be telescoping and capable of rotating over 360 degrees and shall have a minimum of four (4) 1000 watt metal halide floodlights.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

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. Startup Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Site condition reports.
7. Special reports.

B. Related Sections include the following:

1. Division 01 Section "Summary of Multiple Contracts" for preparing a combined Contractor's Construction Schedule.
2. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
3. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
4. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
5. Division 01 Section "Photographic Documentation" for submitting construction photographs.
6. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

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 the Construction Project Manager.

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 City 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. Milestone: A key or critical point in time for reference or measurement.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file in MS Project.
2. PDF electronic file.
3. **Two (2)** paper copies.

B. Startup construction schedule.

1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

D. Daily Construction Reports: Submit **one (1)** copy at **weekly** intervals.

E. Field Condition Reports: Submit **one (1)** copy at time of discovery of differing conditions.

1.5 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 and network diagram. 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. Time Frame: Extend schedule from date established for the Notice to proceed to date of Final Completion.

B. 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:

2. Activity Duration: Define activities so no activity is longer than ten (10) days, unless specifically allowed by Construction Project Manager.

3. 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.

4. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.

5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Construction Project Manager's administrative procedures necessary for certification of Substantial Completion.

6. Punch List and Final Completion: Include not more than **thirty (30)** days for completion of punch list items and final completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents 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 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. Installation.
e. Tests and inspections.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, Final Completion.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and Contract Time.

G. Recovery Schedule: When periodic update indicates the Work is **fourteen (14)** or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and dating by which recovery will be accomplished.

H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

1. Microsoft Project 2010 for Windows 7 operating system.

2.3 STARTUP CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule seven (7) days prior to the date established for 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

ninety (90) 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 **fourteen (14)** 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 completing, indicate an estimated completion percentage in **ten (10)** percent increments within time bar.

2.5 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.
10. Orders and requests of authorities having jurisdiction.
11. Change Orders received and implemented.
12. Construction Change Directives received and implemented.
13. Services connected and disconnected.
14. Substantial Completions authorized.

B. Site Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

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: City 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, 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.

C. Distribution: Distribute copies of approved schedule to Construction Project Manager, 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 013200

SECTION 013233
PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final Completion construction photographs.
4. Preconstruction video recordings.
5. Periodic construction video recordings.
6. Web-based construction photographic documentation.

B. Related Sections include the following:

1. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
2. Division 01 Section "Closeout Procedures" for submitting digital media as Project Record Documents at Project closeout.
3. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
4. Division 02 Section "Structure Demolition" for photographic documentation before building demolition operations commence.
5. Division 02 Section "Selective Structure Demolition" for photographic documentation before building demolition operations commence.
6. Division 31 Section "Site Clearing" for photographic documentation before site clearing operations commence.

1.3 INFORMATIONAL SUBMITTALS

A. Construction Photographs: Submit digital media files of each photographic view within **seven (7)** days of taking photographs.

1. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph. File names shall be in the following format: City project number – date taken (YYMMDD) – picture number (example: 10350-090408-011 would indicate project number 10350 taken on April 8, 2009 photograph number 11). Submit on CD with folders for separate dates.
2. Identification: On jewel case and CD, provide an applied label with the following information:

   a. Name of Project.
   b. Name of Contractor.

c. Dates photographs were taken.

1.4 COORDINATION

A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site.

1.5 USAGE RIGHTS

B. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. Aerial Photographer: Engage a qualified commercial aerial photographer to take aerial construction photographs. The contractor may have to submit aerial photos for the progress payment request of the project if the City Manager requested.

B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

C. Daily Progress Photographs: Take daily photographs to document progress. Take photographs of all work that will be concealed by subsequent construction activity. Such photographs shall fully document actual installed conditions.

D. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in filename for each image.
2. Field Office Images: Maintain one set of images accessible at the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect.

E. Preconstruction Photographs: Before **commencement of excavation, commencement of demolition, or starting construction,** take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, or, as directed by Architect.

1. Flag **excavation areas** and **construction limits** before taking construction photographs.
2. Take **ten (10)** photographs to show existing conditions adjacent to property before starting the Work.

F. Periodic Construction Photographs: Take minimum **ten (10)** photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points, including aerial photographs to show status of construction and progress since last photographs were taken.

G. Final Completion Construction Photographs: Take **ten (10)** color photographs after date of Substantial Completion for submission as Project Record Documents.

3.2 CONSTRUCTION VIDEO RECORDINGS (N/A)

END OF SECTION 013233

SECTION 013300
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

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 Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
4. Division 01 Section "Photographic Documentation" for submitting construction photographs
5. Division 01 Section "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer's and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by City for Contractor's use.

1. City will furnish Contractor one set of digital data drawing files of the Contract Drawings.

    a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    b. Digital Drawing Software Program: The Contract Drawings are available in AutoCad 2010 dwg format.

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.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on 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 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. 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 ten (10) working days for review of each resubmittal.

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. Action Submittals: Submit four (4) paper copies of each submittal unless otherwise indicated. Engineer will return three copies.
2. Informational Submittals: Submit four (4) paper copies of each submittal unless

otherwise indicated. Engineer will return three copies.

B. Shop Drawings: Prepare Project-specific information. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on City's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.

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.
3. Submit Shop Drawings in the following format:

   a. Four (4) copies of each submittal. Engineer will retain two copies; remainder will be returned.

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 Engineer.

B. See requirements in Section 017700.

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, and date of Contractor's approval.

3.2 ENGINEER'S ACTION

A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. Approved as submitted
2. Approved as noted
3. Revise and resubmit
4. Rejected.

C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

D. Partial or incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities. Contractor to provide temporary trailer, secured per code, to contain permit drawings and as contractor's site office. This temporary facility to be air conditioned.

B. Related Sections include the following:

1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
3. Divisions 02 through 16 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.
4. Division 31 Section "Termite Control" for pest control.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, City's Representative, Architect, testing agencies, and authorities having jurisdiction.

B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations.

C. Water Service: Pay water service use charges for water used by all entities for construction operations.

D. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

1.5 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before City's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pavement: Comply with Division 32 pavement Sections.

B. Chain-Link Fencing: Minimum 0.148-inch, thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top rails.

C. Lumber and Plywood: Comply with requirements in Division 06 Section "Rough Carpentry."

D. Paint: Comply with requirements in Division 09 painting Sections.

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel, including City's Representative. Keep office clean and orderly. Furnish and equip offices as follows:

1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
2. Conference room of sufficient size to accommodate meetings of 10 to 12 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack board.
3. Drinking water and private toilet.
4. Coffee machine and supplies.
5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 76 deg F.

6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
7. Dedicated telephone line for facsimile machine.
8. Facsimile machine and all supplies, including maintenance and electrical service.
9. Copy machine and all supplies, including maintenance and electrical service.
10. Answering machine on Contractor's telephone line.

C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

D. The following additional facilities as required for completion of the work.

1. Construction signs.
2. Contractor's and subcontractor's equipment.
3. Temporary containers for construction waste materials.
4. Temporary barricades, railings and fences.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: Unless City authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
3. Permanent HVAC System: If City authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, City, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to city system as directed by authorities having jurisdiction.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Water Service: Use of City's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to City. At Substantial Completion, restore these facilities to condition existing before initial use.

1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.

E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

F. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

H. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Install electric power service, unless otherwise indicated.

I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install at least one telephone line for each field office.

1. Provide additional telephone lines for the following:

a. Provide a dedicated telephone line for each facsimile machine and computer in each field office.
b. Provide one telephone line for City's use.

2. At each telephone, post a list of important telephone numbers.

a. Police and fire departments.
b. Ambulance service.
c. Contractor's home office.
d. Architect.
e. Engineers.
f. City of Fort Lauderdale Construction Manager.
g. Principal subcontractors' field and home offices.

3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

K. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities.

1. Provide DSL in primary field office.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to City.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Provide temporary parking areas for construction personnel.

D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.

E. Project Identification and Temporary Signs: Provide Project identification and other signs as indicated in contract documents. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.

1. Provide temporary, directional signs for construction personnel and visitors.
2. Maintain and touchup signs so they are legible at all times.

F. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal." Also comply with all LEED requirements.

G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements and LEED requirements.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 01 Section "Summary" and all LEED requirements.

B. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 31 Section 311000 "Site Clearing."

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.

1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

D. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Comply with requirements specified in Division 32 Section "Tree Protection and Trimming."

F. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for City. Perform control operations lawfully, using environmentally safe materials.

H. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.

2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide City with one set of keys.

I. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

J. Barricades, Warning Signs, and Lights: Comply with requirements of Florida Building Code

Chapter 33 for erecting structurally adequate barricades, including warning signs and lighting.

K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

L. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by City from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.

2. Construct dustproof partitions with 2 layers of 3-mil polyethylene sheet on each side. Cover floor with 2 layers of 3-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.

a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.

3. Insulate partitions to provide noise protection to occupied areas.
4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
5. Protect air-handling equipment.
6. Weather strip openings.
7. Provide walk-off mats at each entrance through temporary partition.

M. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. City reserves right to take possession of Project identification signs.
2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 01590 – PROJECT SIGN

PART 1 GENERAL

Contractor, at contractor's expense, shall furnish and install a **4' x 8'** sign (with white painted posts) prior to start of construction. A sample sign template is below but is not specific to the project. The exact style and design of the sign will be provided by the CITY to the Contractor during the preconstruction meeting in PDF format.



See Page 2, "Construction Sign Request Form", for information on the sign for this Project.

Construction Sign Request Form

FXE RUNWAY 13-31 Pavement Sealing	PROJECT 12707

Title (Not Bold):

What's Happening?

Runway 13-31 will undergo repair work. The sealcoat will be applied to centerline of the runway and all the cracks on the runway will be sealed.

Benefits:

The repair work will provide additional life to pavement so the airport can rehabilitate the pavement within 5 years.

Number of Neighbors Benefitted:

N/A

Cost:

T.B.D

Month and Year of Expected Completion:

4/2021

Contractor:

T.B.D

Phone: 954-828-8000

We're Working On:

Pavement markings

Project Manager Signature

Date

Senior Project Manager Signature

Date

END OF SECTION

SECTION 017700
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 01 Section "Photographic Documentation" for submitting Final Completion construction photographs and negatives.
3. Division 01 Section "Execution Requirements" for progress cleaning of Project site.
4. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
5. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
6. Division 01 Section "Demonstration and Training" for requirements for instructing City's personnel.
7. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. As Built Project Record Survey

1. Upon completion of the work, after Substantial Completion and before Final Acceptance, the Contractor will supply to the Engineer a complete "as built" survey of the entire project site. The "as-built" project record survey shall be performed in conjunction with the paving operation, the Contractor will supply to the Engineer a complete "as built" survey of the centerline profile and corresponding cross-section grades at all 50 foot stations in the longitudinal direction. Provide survey points at all profile grade change locations as defined on the proposed profile. Provide survey points at all PC and PT locations as defined on the Geometry Plan. Provide as-built elevations in all additional locations where proposed elevations are given on the plans. All survey points, including horizontal and vertical control, property corners, section corners and references (hereinafter referred to as "survey points") shall be clearly marked and referenced prior to construction. These survey points must be sufficiently referenced so that they can be re-established after construction if they are disturbed.

2. This "as built" survey will be a complete topographic survey of the entire project site surrounded by the limit of construction plus 50-feet in all directions. If any work is done outside the limits of construction for any reason, this limit of survey will be increased to include this area plus 50-feet. This survey shall be certified by a Registered Land Surveyor as meeting the minimum Technical Standards for topographic surveys as set forth in chapter 5J-17, Florida Administrative Code. The survey data must be supplied as a signed and sealed drawing (24" x 36"), PDF file (24" x 36"), and "readable" AutoCAD file. All cogo points in the drawing file are to be Civil 3D point objects. All survey data shall also be supplied in ASCII format. ASCII format shall be comma delimited PNEZD with complete point descriptions. Each point or feature shown on the survey shall have a corresponding point or points in the ASCII file and the descriptions of the points in the ASCII file shall correspond to the call outs and descriptions of the point and features on the survey. The topographic survey shall describe the entire site at the same scale as the construction drawings and will be arranged on the required size sheets in a neat and logical manner. Larger scale details are to be provided to clarify any complicated or complex areas. The horizontal and vertical control and datum established and shown on the project plans shall be the basis of the survey. Work specified herein shall be considered incidental to the project scope and will not be paid as a separate item.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of **ten (10)** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction

permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of **ten (10)** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of **ten (10)** days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Construction Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Construction Project Manager will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of **ten (10)** days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Construction Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Construction Project Manager will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, **starting with exterior areas first and proceeding from lowest floor to highest floor**.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

    a. Project number and name.
    b. Date.
    c. Name of Architect
    d. Name of Contractor.
    e. Page number.

4. Retain and revise one of four subparagraphs below if default submittal format in Division 01 Section "Submittals Procedures" is not appropriate. Due to nature of punch list process, electronic worksheet software is often preferred file type. Submit list of incomplete items in the following format:

    a. City of Fort Lauderdale Punch List Inspection Form
    b. MS Excel electronic file. Construction Project Manager will return annotated file.
    c. PDF electronic file. Construction Project Manager will return annotated file.
    d. Three (3) paper copies. Construction Project Manager will return two (2) copies.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Construction Project Manager for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS (N/A)

PART 3 - EXECUTION (N/A)

END OF SECTION 017700

Advancement of Constructio Technology

PUNCH LIST

Project: 12707

From (A/E): _____

Site Visit Date: _____

To (Contractor): _____

A/E Project Number: _____

Contract For: _____

The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Item Number	Room Number	Location (Area)	Description	Correction/Completion Date	Verification A/E Check

☐ Attachments

Signed by: Date:

Copies: ☐ Owner ☐ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ File

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601 Madison Street, Alexandria, VA 22314-1791

Project Number: 12707 Project Name: _____ Inspection Date: _____

Contractor: _____ Project Manager: Khant Myat, P.E _____ Inspector: _____

Item No.	Description of Deficiency	Date Completed		Comments
		Contractor	PM/CI	

Instructions for completing the *Final Inspection Punch-list Corrective Action Form.*

The Construction Project Manager, in conjunction with the assigned construction inspector is responsible for preparing this form. It shall be completed in cooperation with the project's prime contractor and will be used as the official record for any and all punch-list items. Under no circumstances shall final payment be made until all items identified on this form are corrected to the satisfaction of the Construction Project Manager.

1. Prior to scheduling Substantial Completion/Final Inspection, all permits should be cleared by the building department, all O&M Manuals should be turned over to the city, and all warranty information should be provided in a three ring binder and on CD-ROM.
2. Schedule inspection, coordinating with necessary staff to properly evaluate the completeness of the project.
3. The Final Inspection Punch-list Corrective Action Form is to be used to document discrepancies that are minor in nature (i.e., paint chips, minor blemishes, etc....) if major items of work are not complete, lack required quality, or are not acceptable for any reason, the final inspection should be rescheduled for a time when these items have been completed.
4. Fill in the form completely: Project Number and Name, Date of inspection, the contractor's name, PM and inspector's names should all be filled in.
5. Beginning with item number 1, list the description of the deficiency, and any amplifying information required to fully document the item to be corrected. For instance, Item No. 1; Description of Deficiency - Door entering main office sticks; Notes – Door should be adjusted to open and close properly.
6. Use as many forms as required to fully document the inspection results. In the lower right hand side of the form indicate page number and total number of forms used (for example 1 of 4)
7. If there is any disagreement as to whether or not an item is a deficiency, it should be documented and then
8. When an item is corrected, the Contractor shall initial the form and indicate the date work was completed. If the PM/CI concurs with the acceptance of the work, they will initial and date in the corresponding block.
9. Substantial completion will not be issued if there is a large number of punch list items or if there are major deficiencies with the work. If you have any questions regarding whether or not an item is major, or if there are a large number deficiencies, contact the Senior Project Manager.
10. Under no circumstances will final payment be made without documented completion of the Punch-List.
11. This is a four part carbonless form: white copy – project file (scanned copy to unifier project file), yellow copy – to superintendent or CQC representative, pink – copy to contractor home office, orange copy – Construction Inspector

TECHNICAL SPECIFICATIONS

Fort Lauderdale Executive Airport

Runway 13-31 Pavement Sealing

City Project No. 12707
FDOT Fin Proj No. 445970-1-94-01 (Design)

FXE FORT LAUDERDALE EXECUTIVE AIRPORT

Issued for Bid

February 28, 2024

Prepared For:

City of Fort Lauderdale

Prepared By:

HDR Engineering, Inc.
3230 W. Commercial Blvd. - Suite 400 – Fort Lauderdale, Florida – 33309

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Part 1 – General Contract Provisions

Section 10 Definition of Terms

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

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

Paragraph Number	Term	Definition
10-09	**Award**	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of

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

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

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

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

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

Paragraph Number	Term	Definition
		the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	**Owner Defined terms**	***Advisory Circular (AC) - A document issued by the FAA containing informational material and guidance. When referred to in the drawings (plans) and specifications, advisory circulars shall have the same force as supplemental specifications.*** ***Certification - When "certification" is used to describe that which is to be submitted for approval from the Contractor, jointly with a supplier or by himself for his own materials, whether manufactured or purchased by the Contractor, will be construed to mean compliance in individual or completed form with the drawings (plans), specifications and/or intent of the design.*** ***Awarded Contract - The written agreement between the Owner and Contractor, covering the work to be performed. The awarded Contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond and Payment Bond; any required insurance certificates; The General Provisions; The General Requirements, The Special Provisions; The Specifications; Standard Forms; The Drawings (Plans), any addenda issued to bidders, Change Orders, Terms and Conditions, and agreements which are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.***

Paragraph Number	Term	Definition
		Special Provisions - The specific clauses setting forth conditions or requirements peculiar to the project under consideration. ***Subcontractor - The pre-qualified (where required) individual, partnership or corporation, or a combination thereof, undertaking the execution of a part of the work under the terms of the Contract, by virtue of an agreement with the contractor approved by the Owner.***

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). See Advertisement for 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.

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

Mobilization is limited to 10 percent of the total project cost. *Any amount in excess of 10 % will be moved to the last Line Item as deemed necessary and created by Procurement Services. However, the total bid amount will not change. The 10% ceiling on Mobilization/Demobilization is not responsiveness, just an instruction on the amount the CITY will pay for Mobilization/Demobilization. Payment for mobilization will be made at the lump sum price named in the Item Response Form. The amount in excess of 10% will be paid on the last payment application submitted by contractor.*

A prebid conference is ~~required~~ *optional* on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. **See Notice to Bidders.**

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.

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. ***The Contractor shall verify all quantities as noted in the plans prior to ordering material or equipment. No additional compensation shall be made for stored materials, re-stocking fees or other fees associated with errors in quantity calculations.*** It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

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

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

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.~~ *All bids shall be submitted electronically on the City's procurement website.*

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.

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.

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

20-11 Delivery of proposal. ~~Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.~~ *All bids shall be submitted electronically on the City's procurement website.*

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 **or** by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

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

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

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

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.

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 **10 working** 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.

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.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **120** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

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

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

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder.

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

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

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 10%; or any change in the total cost of a major contract item by more than 10%.

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 shall be covered by a supplemental agreement. 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, 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. 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 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.*

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. 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.

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 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, the 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. Special Provisions and Contract Forms are provided in the Project Manual.

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): **Refer to S-101 for project survey requirements.**

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.

Construction Staking and Layout includes but is not limited to:

Pavement areas:

> ***a. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).***
>
> ***b. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).***

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

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

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. 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.

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 an inspection. 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 ***(punch list items)*** shall correct the unsatisfactory work. ***The punch list items shall be corrected by the Contractor within 30 calendar days and prior to any request for final inspection or acceptance.*** Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the 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.

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.

~~**50-17 Value Engineering Cost Proposal.**~~

~~The provisions of this paragraph will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~The Contractor's 50% share of the net savings shall constitute full compensation to the Contractor for the value engineering cost proposal and the performance of the work.~~

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

50-18 RETEST OF WORK. When as provided for in the Contract documents, the Owner performs sampling tests of the work and the tests show a failure to meet the requirements of the

Contract documents, the expense of retesting, after reworking or substitution by the Contractor will be at the expense of the Contractor and such costs will be deducted from the payments otherwise due to the Contractor.

50-19 CORRECTION OF WORK AFTER FINAL PAYMENT. Neither the final certificate, nor payment, nor any provision in the Contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defect due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from date of final acceptance. The Owner shall give notice of observed defects with reasonable promptness. Wherever the word "acceptance" occurs, it shall be understood to mean final acceptance.

50-20 WARRANTY AND GUARANTEE. The Contractor warrants to the Owner that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective.

If, within one year after the date of final acceptance of the Work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract, any of the Work is found to be defective or not in accordance with Contract requirements, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The obligations of the Contractor in this paragraph entitled WARRANTY AND GUARANTEE shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the contract or otherwise prescribed by law.

END OF SECTION 50

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, shall be paid by the Contractor. ***The Contractor shall furnish the required samples without charge and 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.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP). ***The final quality control report, signed and sealed by an engineer registered in Florida, shall be delivered in hard copy.***

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. ***Certification alone will not relieve the Contractor from his responsibility to provide materials that comply fully with the provisions of these specifications and that acceptable to the Engineer.***

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

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. 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.

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.

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 on sheet(s) [G03-G12] of the project plans.

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 RPR 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.

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.

70-12 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 must be specified below and indicated on 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.

The Contractor shall follow the schedule of work in the Construction Safety and Phasing Plan.

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 this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. 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.

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

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

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

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

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

Any displaced or relocated FAA facility or cables due to construction will require a signed and executed reimbursable agreement between the Owner and the FAA Tech Ops Division.

The splicing of cables is not be an acceptable form of repair for certain projects. If any FAA cables are damaged, the Contractor shall replace the cables in their entirety.

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

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

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

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

to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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.

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. Insurance requirements are to be in accordance with the Contractor's contract with the Owner.

END OF SECTION 70

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 **40** 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 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 **30** days of the NTP date. The Contractor shall notify the RPR at least **24 hours** in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least **10 days** prior to the start of work. 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 a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a ***Bi-***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** 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 ***indicated on the plans*** ~~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 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 effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

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

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.

~~The maximum construction time allowed for Schedules Phase 1,1A, and 2 will be the sum of the time allowed for individual schedules but not more than days.~~ Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract. **Liquidated damages will be assessed as provided in the Contractor's contract with the Owner.**

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

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
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds (907 km) 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.

Term	Description
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	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. 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

Term	Description
	scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. 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%. 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. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. 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. 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.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work.*
Pay Quantities	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.

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 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. 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.

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

(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.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage

held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. 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 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. 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.

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.

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 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.

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 Inspection.

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

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

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

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

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

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

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

Part 2 – General Construction Items

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more

than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control ***will be paid under C-105-6.1 'Mobilization', hence no separate measurement will be made.*** ~~work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows:~~

~~**a.** Temporary seeding and mulching will be measured by the square yard (square meter).~~

~~**b.** Temporary slope drains will be measured by the linear foot (meter).~~

~~**c.** Temporary benches, dikes, dams, and sediment basins will be measured by the cubic yard (cubic meter) of excavation performed, including necessary cleaning of sediment basins, and the cubic yard (cubic meter) of embankment placed as directed by the RPR.~~

~~**d.** All fertilizing will be measured by the ton (kg).~~

~~**e.** Installation and removal of silt fence will be measured by the [linear foot (meter)] [lump sum].~~

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 ***There shall be no separate pavement for temporary erosion control. Payment shall be incidental to C-105-6.1 'Mobilization' pay item.*** ~~Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:~~

~~Item C-102-5.1a Temporary seeding and mulching - per square yard (square meter)~~

~~Item C-102-5.1b Temporary slope drains - per linear foot (meter)~~

~~Item C-102-5.1c Temporary benches, dikes, dams and sediment basins - per cubic yard (cubic meter)~~

~~Item C-102-5.1d Fertilizing - per ton (kg)~~

~~Item C-102-5.1e Installation and removal of silt fence [per linear feet (meter)] [lump sum]~~

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work.*

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-1.2 The costs for the establishment by the Contractor, if required, of staging areas, temporary offices, temporary fencing and gates, building facilities, all utilities, security elements, temporary access roads, safety equipment and first aid supplies, sanitary and other facilities, as required by these Contract Documents, any Federal, State and local laws and regulations. The preparation, submittal and approval of initial project schedule, construction sequencing plan, shop drawings, submittals, and the cost to maintain and restore project elements to preconstruction condition, including sodding.

105-1.3 The costs, if required, of bonds and any required insurance and other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall be included in this Item.

105-1.4 This item of work will also include, if required, any other item or items of work shown, implied or required for the completion of the project that are not directly paid for under other pay items.

105-1.5 All costs, if required, associated with the required meetings and coordination with the Owner, and Owner's Representative, in addition, all costs associated with the Contractor badging shall be included in this item.

105-1.6 DEMOBILIZATION. The Contractor shall completely de-mobilize all equipment, vehicles, materials, offices, and waste within 30 days of final acceptance. Remaining retainage will not be released until all deficient work is corrected and the Contractor has completely demobilized from the project site.

105-2 Mobilization limit. ~~Mobilization shall be limited to 10 percent of the total project cost.~~

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5.*1* Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

Measurement of work and materials required in the plans and specifications, and not specifically provided for in the schedule of values, shall be per the percent complete of that type of work, and shall be considered incidental to Item C-105-6.1 'Mobilization'. Measurement shall be made based on furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete these items.

105-5.2 Contractor Staging and Storage. *The establishment by the Contractor of staging areas, temporary offices, building facilities, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications and State and local laws and regulations, the preparation and material cost to establish, maintain and restore to the existing conditions, including sodding, contractor staging area safety and security measures, and temporary haul road of the Contractor staging area shall not be measured and will be incidental to Mobilization. There shall be no separate measurement for the contractor staging and storage.*

BASIS OF PAYMENT

105-6.1 *Payment for work and materials required in the plans and specifications, and not specifically provided for in the schedule of values, shall be incidental to Item C-105-6.1 'Mobilization'. Full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete these items is included in this pay item. No separate payment shall be made for required work and materials not explicitly provided in the Schedule of Values.*

105-6.2 Contractor Staging and Storage Area. The establishment by the Contractor, if required, of staging areas, temporary offices, temporary fencing and gates, building facilities, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications and State and local laws and regulations, the preparation and material cost to establish, maintain and restore to the existing conditions, including stabilization of disturbed earth in accordance with the SWPPP, sodding, contractor staging area safety and security measures, and temporary haul road of the Contractor staging area shall be incidental to Item C-105-6.1 'Mobilization'.

Payment will be made under:

Item C-105-6.1 Mobilization – per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Part 3 – Sitework

Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

~~**101-3.1 Removal of existing pavement.**~~

~~The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.~~

~~**a. Concrete pavement removal.** Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size of [___]. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.~~

~~The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlaying material that is to remain in place, shall be recompacted and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.~~

~~**b. Asphalt pavement removal.** Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. If the material is to be [wasted on the airport site][incorporated into embankment], it shall be [broken to a maximum size of [___] inches (mm).][meet the following gradation: [___].~~

~~**c. Repair or removal of Base, Subbase, and/or Subgrade.** All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.~~

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Remove all vegetation and debris from cracks to a minimum depth of 1 inch (25 mm). If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch (6 mm) wide) with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch (3 mm), not to exceed ¼ inch (6 mm). Any excess joint or crack sealer shall be removed from the pavement surface.

Wider cracks (over 1-1/2 inch wide (38 mm)), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below.

Cracks and joints may be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

Gradation

Sieve Size	Percent Passing
No. 4 (4.75 mm)	100
No. 8 (2.36 mm)	90-100
No. 16 (1.18 mm)	65-90
No. 30 (600 µm)	40-60
No. 50 (300 µm)	25-42
No. 100 (150 µm)	15-30
No. 200 (75 µm)	10-20

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the RPR.

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled to within +0 to -1/8 inches (+0 to -3 mm) of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.

101-3.3 Removal of Foreign Substances/contaminates prior to seal-coat. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

Rotary grinding may be used. *High-pressure water may not be used as a method of paint removal.* If chemicals are used, they shall comply with the state's environmental protection regulations. Removal

methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch (3 mm) deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

~~**101-3.4 Concrete spall or failed asphaltic concrete pavement repair.**~~

~~**a. Repair of concrete spalls in areas to be overlaid with asphalt.** The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches (50 mm) outside the affected area and 2 inches (50 mm) deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches (100 mm) in depth. This method of repair applies only to pavement to be overlaid.~~

~~**b. Asphalt pavement repair.** The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.~~

~~**101-3.5 Cold milling.** Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlaying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed [off Airport property] [in areas designated on the plans]. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.~~

~~**a. Patching.** The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot (30 cm) widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.~~

~~**b. Profiling, grade correction, or surface correction.** The milling machine shall have a minimum width of [7] feet ([2] m) and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch (+0 mm and -6mm) of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to [windrow the millings or cuttings] [remove the millings or cuttings from the pavement and load them into a truck]. All millings shall be removed and disposed of [off the airport] [in areas designated on the plans].~~

~~**c. Clean-up.** The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas~~

~~by sweeping or vacuuming. Waste materials shall be removed and disposed [off Airport property] [in areas designated on the plans].~~

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

~~**a.** Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.~~

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch (2 mm) from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

101-3.8.2 Cleaning prior to sealing. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

~~**101-3.8.3 Joint sealant.** Joint material and installation will be in accordance with [Item P-605] [Item P-604].~~

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.

101-3.9.1 Preparation of Crack. Widen crack with router or random crack saw by removing a minimum of 1/16 inch (2 mm) from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

101-3.9.2 Removal of Existing Crack Sealant. Existing sealants will be removed by routing or random crack saw. Following routing or sawing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

101-3.9.3 Crack Sealant. Crack sealant material and installation will be in accordance with ASTM D6690 and manufacturers recommendation.

~~**101-3.9.4 Removal of Pipe and other Buried Structures.**~~

~~**a. Removal of Existing Pipe Material.** [Remove the types of pipe as indicated on the plans. The pipe material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to [95%] of ASTM [D1557] [D698]. [Not used.]]~~

~~**b. Removal of Inlets/Manholes.** [Where indicated on the plans or as directed by the RPR, inlets and/or manholes shall be removed and legally disposed of off-site in a timely fashion after removal. Excavations after removal shall be backfilled with material equal or better in quality than adjacent embankment. When under paved areas must be compacted to [95%] of ASTM [D1557] [D698], when outside of paved areas must be compacted to [95%] of ASTM D698. [Not used.]]~~

~~**c.** Removal of [ ].~~

METHOD OF MEASUREMENT

101-4.1 Joint and crack repair. The unit of measurement for joint and crack repair shall be the linear foot (meter) of joint.

101-4.2 Removal of Foreign Substances/contaminates. The unit of measurement for foreign Substances/contaminates removal shall be the square yard.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.1	Joint and Crack Repair – per linear foot
Item P-101-5.2	Removal of Foreign Substances/Contaminates – per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

Part 8– Surface Treatments

Item P-608-R Rapid Cure Seal Coat

DESCRIPTION

608-R-1.1 This item shall consist of the application of an asphalt surface treatment composed of natural and refined asphalt materials, additives, and light oils, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including aprons, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied as designated on the plans.

The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term asphalt means natural and refined asphalt materials in this specification.

MATERIALS

608-R-2.1 Aggregate. The fine-aggregate material shall be a dry, clean, sound, durable, angular shaped, with highly textured surfaces, manufactured specialty abrasive aggregate. It shall have 100% fractured faces, SiO2 content of 55% minimum, CaO of 3% max, with a sand equivalent greater than 85 and a Mohs hardness of 7 or greater. Additional characteristics as outlined in the following table(s). The Contractor shall submit specialty aggregate manufacturer's technical data and the specialty aggregate manufacturer's certification indicating that the specialty aggregate meets the requirements of the specification to the RPR prior to start of construction. The aggregate must be approved for use by the RPR and shall meet the following gradation limits when tested in accordance with ASTM C136:

Aggregate Material Gradation Requirements

Sieve Designation	Percentage by Weight Passing Sieves
No. 8	100
No. 14	98-100
No. 16	85-100
No. 30	15-45
No. 50	0-8
No. 70	0-2

Aggregate Characteristics

Test	Standard	Range
Micro-Deval	ASTM D7428	15% max
Magnesium Sulfate Soundness	ASTM C88	2% max
Aggregate Angularity	ASTM C1252 – Test Method A	45% min
Moisture Content (%)	ASTM C566	2% max
Bulk Dry Specific Gravity	ASTM C128	2.6 – 3.0
Absorption (%)	ASTM D2216	3% max
Mohs Hardness	Mohs Scale	7 min

The Contractor shall provide a certification of analysis (COA) showing analysis and properties of the material delivered for use on the project. The Contractor's certification may be subject to verification by testing the material delivered for use on the project.

608-R-2.2 Asphalt material. The asphalt material base residue shall contain not less than 40% gilsonite, or uintaite, and shall not contain any tall oil pitch or coal tar material. The material shall be compatible with asphalt pavement, and have a 5-year minimum proven aviation performance record at airports with similar climatic conditions. The solvent-based rapid cure material shall meet the following properties:

Properties for Asphalt Sealing Material

Properties	Specification	Limits
Kinematic Viscosity at 140°F (60°C)	ASTM D4402	10-30 cSt
Percent Residue by Distillation	ASTM D402	30-45%

Tests on Residue from Distillation

Properties	Specification	Limits
Penetration at 77°F (25°C)	ASTM D5	2-12 dmm
Softening Point	ASTM D36	180-200
Solubility in 1,1,1 Trichloroethylene	ASTM D2042	99% min.
HCI Precipitation Value		18-25

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt sealer delivered to the project. If the asphalt sealer is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt sealer properties. *The cost of the independent laboratory, if required, shall be considered ancillary to the project items.* The COA shall be provided to and approved by the RPR before the asphalt material is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt sealing material must be applied in an undiluted form. The material may be stored at ambient temperature for long periods of time if necessary. Storage will follow industry standard recommendations

due to the flammability of the material; avoid sparks and open flames to come into contact with the material or any gasses that might be escaping the storage vessel.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

608-R-2.3 Seal Coat with Aggregate. The Contractor shall submit friction test data from at least two (2) airport projects identified under 608-R-2.2. The test data must be from the same project and include technical details on application rates, aggregate rates, and point of contact at the airport to confirm use and success of sealer with aggregate.

Friction test data in accordance with AC 150/5320-12, at 40 or 60 mph (65 or 95 km/h) wet, must include as a minimum; the friction value prior to sealant application; two values, between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value between 180 days and 360 days after the application. The results of the tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface.

Seal coat material submittal without required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

COMPOSITION AND APPLICATION RATE

608-R-3.1 Application Rate. The approximate amounts of materials per square yard (square meter) for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative for control strip evaluations, and approved by the RPR from the test area/sections evaluation.

Application Rate

Dilution Rate	Quantity of Sealer gal/yd^2 (l/m^2)	Quantity of Aggregate lb/yd^2 (kg/m^2)
N/A	0.08-0.15 (0.36-0.68)	0.40-0.50 (0.11-0.22)

608-R-3.2 Control areas and control strips. A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of both sealer and aggregate to be evaluated and approved by the RPR.

A test area and/or section shall be applied for each differing asphalt pavement surface identified in the project. The control area(s) and/or control strip(s) shall be used to determine the material application rate(s) of both sealer and aggregate prior to full production. The same equipment and method of operation shall be utilized on the control area(s) and/or control strip(s) as will be utilized on the remainder of the work.

a. For taxiway, taxilane and apron surfaces. Prior to full application, the Contractor shall place test areas at varying application rates as recommended by the Contractor's manufacturer's representative to determine appropriate application rate(s). The test areas will be located on representative section(s) of the pavement to receive the asphalt surface treatment designated by the RPR.

b. For runway and high-speed exit taxiway surfaces. Prior to full application, the Contractor shall place a series of control strips a minimum of 300 feet (90 m) long by 12 feet (3.6 m) wide, or width of anticipated application, whichever is greater, at varying application rates as recommended by the manufacturer's representative and acceptable to the RPR to determine appropriate application rate(s). The control strips should be separated by a minimum of 200 feet between control strips. The area to be tested will be located on a representative section of the pavement to receive the asphalt surface treatment designated by the RPR. The control strips should be placed under similar field conditions as anticipated for the actual application. Before beginning the control strip(s), the skid resistance of the existing pavement shall be determined for each control strip with a continuous friction measuring equipment (CFME). The skid resistance of existing pavement can be immediately adjacent to the control strip or at the same location as the control strip if testing prior to application.

The Contractor may begin testing the skid resistance of runway and high-speed exit taxiway control strips after application of the asphalt surface treatment has fully cured, generally 2 to 4 hours after application of the control strips depending on site conditions. Aircraft shall not be permitted on the runway or high-speed exit taxiway control strips until such time as the Contractor validates that its surface friction meets the maintenance planning friction levels in AC 150/5320-12, Table 3-2 when tested at speeds of 40 and 60 mph (65 and 95 km/h) wet with approved CFME.

c. Control strip. If the control strip should prove to be unsatisfactory, necessary adjustments to the application rate, placement operations, and equipment shall be made. Additional control strips shall be placed and additional skid resistance tests performed and evaluated. Full production shall not begin without the RPR's approval of an appropriate application rate(s). Acceptable control strips shall be paid for in accordance with paragraph 608-R-8.1.

CONSTRUCTION METHODS

608-R-4.1 Worker safety. The Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt sealer product and aggregate and require workmen to follow the manufacturer's recommended safety precautions. All additional industry standard safety precautions regarding the storage and applications of solvent based asphalts should be understood and followed by the Contractor.

608-R-4.2 Weather limitations. The asphalt sealer shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied when dust or aggregate is blowing or when rain is anticipated within four (4) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 55°F (14°C) and rising. The sealer will shall not be applied when pavement temperatures are expected to exceed 160F within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the sealer. Should sealer get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

608-R-4.3 Equipment and tools. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

a. Pressure distributor. The sealer shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the sealer. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8)

miles per hour (13 km per hour) or seven (700) feet per minute (213 m per minute). The Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use. The distributor truck shall be equipped with a 12-foot (3.7-m), minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard (0.15 to 0.80 liters per square meter). These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the sealer, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively mix the material prior to application.

The distributor shall be equipped with a hand sprayer to spray the sealer in areas not accessible to the distributor truck.

b. Aggregate spreader. The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply aggregate to the sealer in a single pass operation without driving through wet sealer. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the aggregate at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. The RPR will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. The Contractor may consult the seal coat manufacturer representative for procedure and guidance. The aggregate spreader shall have a minimum hopper capacity of 3,000 pounds (1361 kg) of aggregate. Push-type hand spreaders will be allowed for use around lights, signs and other obstructions, if necessary.

c. Power broom/blower. A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

d. Equipment calibration. Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

608-R-4.4 Preparation of asphalt pavement surfaces. Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and treating these areas with the oil spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

608-R-4.5 Application of asphalt sealer. The asphalt sealer shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated treatment area. Recommended material temperature for application is 70°F to 90°F, but depending on the application equipment used, good material dispersion and pavement coverage may be achieved at lower material temperatures. The material should not be heated above 100°F.

Pavement surfaces which have excessive runoff of seal coat due to excessive amount of material being applied or excessive surface grade shall be treated in two or more applications, if feasible, to the specified application rate at no additional cost to the Owner. Each additional application shall be performed after the prior application of material has penetrated into the pavement.

If low spots and depressions greater than 1/2 inch (12 mm) in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee. Brooming shall continue until the pavement surface is free of any pools of excess material. Ponding and/or puddling shall not cause excessive pavement tackiness and/or additional distress.

During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred. Asphalt materials shall not be discharged into borrow pits or gutters or on the airport area.

Caution. *Heating asphalt binders of any kind always constitutes some degree of hazard. The most hazardous of these are cutback asphalts because of the highly volatile solvents used. Care must be taken not to allow any spark or open flame to come in contact with the cutback asphalt or the gases from cutback asphalt due to the low flash point. It is the Contractor's responsibility to understand and adhere to these standards in regards to staying within the recommended application temperatures of this material and at all times during production.*

608-R-4.6 Application of aggregate material. Immediately following the application of the asphalt sealer, aggregate at the rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt sealer in a single-pass operation simultaneous with the sealer application. The sealer material and aggregate shall be applied simultaneously in a single pass operation, so as to not drive through the applied fresh sealer. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material, and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the aggregate shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, the Contractor shall clean areas of excess or loose aggregate and remove from project site.

QUALITY CONTROL (QC)

608-R-5.1 Manufacturer's representation. The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist the Contractor and RPR in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in the Contractor's bid price.

608-R-5.2 Contractor qualifications. The Contractor shall provide the RPR with the seal coat Contractor's qualifications for applicators, personnel and equipment. The Contractor shall also provide documentation that the seal coat Contractor is qualified to apply the seal coat and has made at least three (3) applications similar to this project in the past two (2) years.

MATERIAL ACCEPTANCE

608-R-6.1 Application rate. The rate of application of the asphalt emulsion shall be verified at least twice per day.

608-R-6.2 Friction tests. Friction tests in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be accomplished on all runway and high-speed taxiways that have received a seal coat. Each test includes performing friction tests at 40 mph and 60 mph (65 or 95 km/h) both wet, 15 feet (4.5 m) to each side of runway centerline. The Contractor shall coordinate testing with the RPR and provide the RPR a written report of friction test results. The RPR shall be present for testing.

METHOD OF MEASUREMENT

608-R-7.1 Asphalt surface treatment. The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by the RPR.

The Contractor must furnish the RPR with the certified weigh bills when materials are received for the asphalt material used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

BASIS OF PAYMENT

608-R-8.1 Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by the RPR, and the contract unit price per lump sum for runway friction testing. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, and any costs associated with furnishing a qualified manufacturer's representative to assist with control strips.

608-R-8.2 Payment shall be made at the contract unit price per lump sum for friction testing and all work required to meet AC 150/5320-12.

Payment will be made under:

Item P-608-R-8.1	Asphalt Surface Treatment – per square yard
Item P-608-R-8.2	Runway Friction Testing – per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C128	Standard Test Method for Relative Density (Specific Gravity) and Absorption of Fine Aggregate
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying

ASTM C1252	Standard Test Methods for Uncompacted Void Content of Fine Aggregate
ASTM D5	Standard Test Method for Penetration of Asphalt Materials
ASTM D36	Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)
ASTM D402	Standard Test Method for Distillation of Cutback Asphalt
ASTM D2042	Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene
ASTM D2216	Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D2995	Standard Practice for Estimating Application Rate of Bituminous Distributors
ASTM D4402	Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer
ASTM D5340	Standard Test Method for Airport Pavement Condition Index Surveys
ASTM D6433	Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys
ASTM D6997	Standard Test Method for Distillation of Emulsified Asphalt
ASTM D7428	Standard Test Method for Resistance of Fine Aggregate to Degradation by Abrasion in the Micro-Deval Apparatus

Advisory Circulars (AC)

AC 150/5320-12	Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces
AC 150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements
AC 150/5380-7	Airport Pavement Management Program (PMP)

END OF ITEM P-608-R

Part 9– Miscellaneous

ITEM P-620 RUNWAY AND TAXIWAY MARKING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint[1]				Glass Beads[2]	
Type	**Color**	**Fed Std. 595 Number**	**Application Rate Maximum**	**Type**	**Application Rate Minimum**
Type III	White	37925	115 ft^2/gal	Type III	10 lb/gal
Type III	Yellow	33538 or 33655	115 ft^2/gal	Type III	10 lb/gal
Type III	Black	37038	115 ft^2/gal	No Beads	No beads
First Layer Temp. Marking Waterborne Type II		230 ft^2/gal (5.6 m^2/l)	50% Application No beads	No beads	No beads

[1] **See paragraph 620-2.2a**

[2] **See paragraph 620-2.2b**

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II for temporary marking and Type III for permanent marking. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III.

~~Glass beads for red and pink paint shall meet the requirements for [Type I, Gradation A] [Type IV, Gradation A].~~

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, ~~water blasting~~, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent), provided by the Contractor. A total of 6 reading shall be taken over a 6

square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m²/lux		
	White	**Yellow**	~~**Red**~~
Initial Type III	600	300	~~35~~
All materials, remark when less than[1]	100	75	~~10~~

[1] 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

In addition to vacuum trucks for cleanup during marking operations, contractor shall provide vacuum trucks to insure proper cleanup of loose reflective media. Contractor shall coordinate with RPR for acceptance of cleanup operations.

Any excess paint and/or beads outside the limits of markings, including splatters, splashes, spillage, or drippings of paint shall be removed. Any existing markings to remain that are damaged from Contractor's operations shall be re-painted at the Contractor's Expense.

METHOD OF MEASUREMENT

620-4.1 No separate measurement shall be made for surface preparation. *Surface preparation shall be incidental to the temporary and permanent pavement markings.* ~~The quantity of surface preparation shall be measured by [the number of square feet (square meters) for each type of surface preparation specified in paragraph 620-3.3] [lump sum].~~

620-4.2 The quantity of markings shall be paid for shall be measured by the number of square feet of painting.

620-4.3 No separate measurement shall be made for reflective media. ~~The quantity of reflective media shall be paid for by [the number of pounds (km)] [lump sum] of reflective media.~~

620-4.4 The quantity of temporary markings to be paid for shall be the number of square feet of painting performed in accordance with the specifications and accepted by the RPR. Temporary marking includes surface preparation, application and complete removal of the temporary marking.

BASIS OF PAYMENT

The prices shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.1 Payment for surface preparation shall be *considered incidental to item P-620-5.2 and P-620-5.4.* ~~made at the contract price for [the number of square feet (square meters) for each type of surface preparation specified in paragraph 620-3.3] [lump sum].~~

620-5.2 Payment for markings shall be made at the contract price for the number of square feet of painting and the number of pounds of reflective media. *This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.*

620-5.3 Payment for reflective media shall be *considered incidental to item P-620-5.2.* ~~made at the contract unit price for [the number of pounds (km) of reflective media] [lump sum].~~

620-5.4 Payment for temporary markings shall be made at the contract price for the number of square feet of painting. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-620-5.2a	Permanent Waterborne Pavement Marking, with Glass Beads – per square foot
Item P-620-5.2b	Permanent Waterborne Pavement Marking, without Glass Beads – per square foot
Item P-620-5.4	Temporary Waterborne Pavement Marking, without Glass Beads – per square foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer

ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D Beads (Glass Spheres) Retro-Reflective

FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne

FED STD 595 Colors used in Government Procurement

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

Part 10 – Non-FAA Supplemental Items

Item S-101 Project Survey

DESCRIPTION

101-1.1 Under this item, the Contractor shall do all necessary surveying and project stakeout required to construct all elements of the Project as shown on the Contract Drawings and specified in the Specifications. This shall include but not be limited to stakeout, layout and elevations for pavements, structures, forms and appurtenances as shown and required consistent with the current practices and shall be performed by a State of Florida licensed professional land surveyor. The stakeout survey shall proceed immediately following the Notice to Proceed or as soon as authorized by the Owner in accordance with the phasing of the construction and shall be expeditiously progressed to completion in a manner and at a rate satisfactory of the Owner. The Contractor shall keep the Resident Project Representative (RPR) fully informed as to the progress of the stakeout survey. All survey work shall be provided under the direction of a State of Florida licensed professional land surveyor.

MATERIALS

101-2.1 All instruments, equipment, stakes and any other material necessary to perform the work satisfactorily shall be provided by the Contractor. It shall be the Contractor's responsibility to maintain these stakes in their proper position and location at all times.

CONSTRUCTION METHODS

101-3.1 The Contractor shall trim trees, brush, roots and other interfering objects from survey lines in advance of all survey work to permit accurate and unimpeded work by his stakeout survey crews.

The exact position of all work shall be established from control points, baseline transit points or other points of similar nature which are shown on the Contract Drawings and/or modified by the Engineer. Prior to any layout of works to be constructed, the Contractor shall verify the location and accuracy of all control points provided in the plans. Any error, apparent discrepancy or absence in or of data shown or required for accurately accomplishing the stakeout survey shall be referred to the RPR and Engineer for interpretation or furnishing when such is observed or required.

The Contractor shall place two offset stakes or references at each centerline full and half station and at such intermediate locations as the RPR may direct. From computations and measurements made by the Contractor, these stakes shall be clearly and legibly marked with the correct centerline full and half station number, offset and cut or fill so as to permit the establishment of the exact centerline location and elevation during construction. If markings become faded or blurred for any reason, the markings shall be restored by the Contractor at the request of the RPR. He shall locate and place all cut, fill, slope, fine grade or other stakes and points, as the engineer may direct, for the proper progress of the work. All control points shall be properly guarded and flagged for easy identification.

Drainage structures shall be staked out by the Contractor at the locations and elevations shown on the Contract Drawings or specified by the Engineer through the RPR.

Reference points, baselines, stakes and benchmarks for stockpiles shall be established by the Contractor.

The Contractor shall be responsible for the accuracy of his work and shall maintain all reference points, stakes, etc., throughout the life of the Contract. Damaged or destroyed points, benchmarks or stakes, or any reference points made inaccessible by the progress of the construction, shall be replaced or transferred by the Contractor. Any of the above points which may be destroyed or damaged shall be transferred by the Contractor before they are damaged or destroyed. All control points shall be referenced by ties to acceptable objects and recorded. Any alterations or revisions in the ties shall be so noted and the information furnished to the RPR immediately. All stakeout survey work shall be referenced to the centerlines shown on the Contract Drawings. All computations necessary to establish the exact position of the work from control points shall be made and preserved by the Contractor. All computations, survey notes and other records shall be made available to the RPR upon request and shall become the property of the Owner.

The Contractor shall furnish, at his expense, all horizontal and vertical control, all staking and layout of construction work called for on the plans. The RPR, Engineer, and Owner shall not be responsible for such work. However, the Owner and Engineer reserve the right to check all said lines, grades, and measurements with their appointed surveyor. Should the Owner's surveyor detect errors in said lines, grades, and measurements, the contractor shall pay for all said surveying costs and subsequent surveying costs performed to verify correction of errors found in said lines, grades and measurements. Definition of an error shall be a discrepancy of ¼" or more. In the case of a discrepancy between the technical specifications and this defined tolerance, the more severe tolerance shall govern.

During the progress of the construction work, the Contractor will be required to furnish all of the surveying and stakeout incidental to the proper location by line and grade for each phase of the work. For paving and any other operation requiring extreme accuracy, the Contractor will re-stake with pins or other acceptable hubs located directly adjacent to the work at a spacing directed by the RPR.

Any existing stakes, iron pins, survey monuments or other markers defining property lines which may be disturbed during construction shall be properly tied into fixed reference points before being disturbed and accurately reset in their proper position upon completion of the work.

Just prior to completion of the Contract, the Contractor shall reestablish, if necessary, and retie all control points as permanently as possible and to the satisfaction of the RPR.

101-3.2 SURVEY REFERENCE POINTS. Establish, maintain and protect survey control points prior to starting work, using base reference points as shown on Plans. Promptly notify RPR, Engineer, and Owner of any discrepancies discovered.

Promptly report to RPR the loss or destruction of any reference point or relocation required because of changes in grades or other reasons. Replace dislocated survey control points based on original survey control.

101-3.3 SURVEYS FOR MEASUREMENT AND PAYMENT. Contractor shall submit progress surveys in .dwg format for subgrade, sub-base, base, pavement course prior to acceptance of payment per CADD requirements provided in section 101-4.

101-3.4 AS-BUILT SURVEY. Upon completion of the work, after Substantial Completion and before Final Acceptance, the Contractor shall supply to the RPR a complete as-built survey of the entire project site including drainage structures and utilities. All survey points, including horizontal and vertical control, property corners, section corner and reference (hereinafter referred to as "survey point") shall be clearly marked and referenced prior to construction. These survey points must be sufficiently referenced so that they can be reestablished after construction if they are disturbed. All survey data shall be in the same horizontal and vertical datum as the contract documents.

This as-built survey will be a complete topographic and physical features survey of the entire project site surrounded by the limits of construction plus an additional 10' beyond the limits of construction in all

directions. Elevations shall be obtained on all rigid pavement joint intersections and ends. If any work is done outside the limits of construction for any reason, this limit of survey will be increased to include this area plus 25'. This survey shall be certified by a Florida Licensed Professional Land Surveyor as meeting the minimum Technical Standards for topographic surveys as set forth in chapter 5J-17, Florida Administrative Code. The survey data must be supplied as a signed and sealed drawing (24" x 36" maximum size) at a scale matching the scale of the plans and be electronically submitted in AutoCAD .dwg format on a flash drive per requirements stated in section 101-4. Signed and sealed copies of all field notes, sketches and calculations must be submitted concurrently with the as-built survey. Larger scale details shall be provided to clarify any complicated or complex areas.

The as-built survey is to be supplied to the RPR for review and approval not more than thirty (30) calendar days after substantial completion for the project has been given. If the acceptable as-built survey is not supplied within the required time, the Owner reserves the right to perform the required survey and bill the Contractor for this work.

The as-built survey shall include all information needed to complete all project permit (i.e. SFWMD, etc. ...) as required by the permits and/or agencies standard requirements. A minimum of six (6) signed and sealed copies of the as-built survey will be supplied to the Engineer and RPR. One digitally signed/sealed copy will be supplied.

CADD SURVEY DELIVERABLE REQUIREMENTS

101-4.1 DIGITAL SURVEY DELIVERABLE REQUIREMENTS. Unless specifically directed by the engineer, the following specifications shall be applied for all digital survey deliverables to the Engineer that are to be utilized for construction as-builts.

101-4.2 DRAWING COORDINATE SYSTEM. The drawing file is to be in model space utilizing the coordinate system and vertical datum of the contract documents. A separate document should also be supplied with any combined site scale factor and origin needed to convert coordinates from ground to grid if applicable.

101-4.3 PROPERTIES AND DRAWING ENTITIES. Electronic survey to be delivered in AutoCAD Civil 3D release 2020 format or other approved format. The drawing shall be layered in accordance with Owner CAD Standards. National CAD Standards (NCS) shall be met if Owner CAD Standards do not exist. An AutoCAD template file containing layers can be requested by the Contractor to the Engineer.

Separate layer names should be used for all distinct objects surveyed. Do not group dis-similar items together on the same layer. For example, do not place line work and annotation on the same layer. All properties of the AutoCAD entities in the drawing are to be BYLAYER (Absolutely No Exceptions Here). In other words, do not change the properties of individual entities. For example, do not place water items on the sanitary layer and just change the color, linetype, or lineweight of the entity. Any user defined blocks used in the drawing shall have all entities created on layer 0, and all other properties shall be set to BYLAYER.

All blocks, dimensions, mtext, mleaders used in the drawing will use the Annotative property wherever possible. An exception to this will be blocks used as point symbols. These blocks cannot have an annotative property. Points shall not be used to depict physical features. Features shall be depicted using blocks or linework. Points shall only be used for topographic information.

101-4.4 SURFACES. Creating an accurate existing surface model is critical to the overall design process. An accurate model extends past the requirements for the given contour interval stated by the Master Services Agreement. It is the intention of this model to be generated with breaklines. There must be breaklines at all breaks in grade along the site. This should include but not limited to ALL Tops, Toes,

Swales, Crowns, Flow Lines, Face/Back of Curbs, Edge of Pavement and any other linear features. A surface given without breaklines will be a cause for immediate rejection and delay the project schedule.

Surfaces created with Civil 3D shall be created from Survey Points and 3D break lines (with preference to the use of Feature Lines) at a minimum. In the event the number of collected points exceeds 20,000, an external point file may be used for natural ground or spot shots. The external file shall be a separate comma delimited ASCII point file in PNEZD (Point Number, Northing, Easting, Elevation, and Description) format. The point file should then be linked to the existing ground surface and a note placed in the description of the surface giving the external file name.

Surfaces created from other software programs should include Survey Points and 3D Breaklines at a minimum. The drawing should include polylines representing contours, 3D Lines or 3D Faces representing the surface model.

104-4.5 SURVEY OBJECTS. Survey Figures should NOT be used in the drawing for 2D line work.

METHOD OF MEASUREMENT

101-5.1 No separate measurement for payment shall be made for Project Survey and shall be considered incidental to the project items.

END OF ITEM S-101

Item S-102 Airport Safety and Maintenance of Air Operations Area Traffic Requirements

GENERAL

102-1.1 SUMMARY

a. The work specified in this Section consists of airport safety and maintaining traffic within the limits of the project for the duration of the construction period. It shall include the construction and maintenance of any necessary detour facilities along the project and the furnishing, installing and maintaining of traffic control and safety devices required for safe and expeditious movement of traffic as may be called for on the plans. The term "Maintenance of Traffic" or MOT as used herein shall include all of such facilities, devices and operations as are required for the safety and convenience of the Airport users as well as for minimizing public nuisance; all as specified in this Section and Section 40-05. The Section also includes installing temporary wildlife burrow protection around any owl or tortoise nests, as directed by the Engineer or Owner's Representative.

b. The Contractor shall carry out its operations in a manner that will cause a minimum of interference with air traffic, and shall be required to cooperate with the Federal Aviation Administration (FAA), the Fort Lauderdale Executive Airport, airport operations, and other contractors working in the area. All work shall be completed in accordance with the Contract Documents including the Safety Program and FAA Advisory Circular 150/5370-2G, Operational Safety on Airports during Construction or current edition as of bid date.

c. The Contractor shall supply, place, maintain, move and store the items listed herein, as appropriate, to facilitate construction and protect air traffic. The Contractor shall maintain an adequate extra supply of these items on site.

d. The generalized overviews presented in this document are statements of expectations that the Contractor will be measured against. Failure to meet these requirements may be grounds for the removal of the individual employee from the worksite and could also lead to grounds for termination of the Contract by the Owner.

e. The Contractor shall provide an on-site safety coordinator for the duration of the contract if the value of the work to be performed is in excess of $250,000 and requires more than four hundred (400) man-hours to be completed for the duration of any one week. If less than four hundred (400) man-hours are worked in a work week, then a Safety Coordinator shall be appointed, but does not have to be onsite.

f. The Contractor must not interfere with or make more difficult or expensive Airport's compliance with any law, statue, code, ordinance or regulation. The Airport will notify the Contractor, orally or in writing, and the Contractor shall within forty-eight hours of receiving Airport's notification make whatever changes are necessary to remedy the situation, including, without limitation, changes in the work schedule, installation of safety devices. Airport's exercise of its rights under this provision will not be grounds for an increase in the Contract Sum under the Contract.

g. The Fort Lauderdale Executive Airport has the right to monitor (Contractor shall still be responsible for assuring safe work practices) the Contractors' operations for safety performance, workmanship, protection of operations, work progress, housekeeping, and compliance to design specifications. It is a general practice that the Fort Lauderdale Executive Airport will work

through the Contractor's supervision and not directly with the employee. The Fort Lauderdale Executive Airport has the right to participate with and investigate any accident or incident.

102-1.2 DEFINITIONS. Safety Program – The Contractor shall submit its Safety Program to the Fort Lauderdale Executive Airport and obtain approval prior to issuance of the Notice to Proceed. The Safety Program shall be prepared in accordance with the FAA Advisory Circular 150/5370-2, current edition as of bid date, 'Operation Safety on Airports During Construction'.

PRODUCTS

102-2.1 MAKRING AND LIGHTING OF CONSTRUCTION AREAS

a. The Contractor shall install lighting, marking, signs, the correct types of barricades in accordance with the design, and other measures to delineate closed and hazardous areas during construction. The guidance and procedures provided by the current version of FAA Advisory Circular AC 150/5370-2 shall be utilized as depicted on the Plans. Obstruction lights, barricades, and signs shall not be located within runway, taxiway and taxilane obstacle clearance areas.

102-2.1 RUNWAY CLOSURE MARKER. The Contractor shall provide a runway closure marker (RCM) which is ETL-certified to comply with FAA Advisory Circular 150/5343-55, Category L-893. The Contractor shall be responsible for maintaining, operating, moving, and removing RCM throughout the duration of the project.

METHOD OF MEASUREMENT

102-3.1 Measurement for payment shall be the work under this Section completed and accepted in accordance with the Plans and these Specifications airport safety and maintenance of air operations area traffic requirements.

BASIS OF PAYMENT

102-4.1 Payment for the work measured as described shall be made at the contract lump sum price bid for airport safety and maintenance of traffic, which prices and payments shall be full compensation for the work described in this section and section 40-05. Forty percent of the amount bid will be paid with the first estimate after the item is completely furnished and operational to the Owner's satisfaction. The remaining sixty percent will be prorated and paid with each application for payment based on the percent of contract completion.

Payment will be made under:

Item S-102-5.1	Airport Safety and Maintenance of Traffic - per lump sum

END OF ITEM S-102

SUPPLEMENTAL CONDITIONS

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SUPPLEMENTAL CONDITIONS
PROJECT 12707
FORT LAUDERDALE EXECUTIVE AIRPORT
RUNWAY 13-31 PAVEMENT SEALING

1. SUPPLEMENTAL CONDITIONS

The supplemental conditions included herein are intended to address items of work not included or addressed in the Construction Specifications. In case of a conflict, the Construction Specifications shall be *subordinate* to corresponding sections of the Supplemental Conditions.

2. CONSTRUCTION PROJECT COORDINATION PLAN

The purpose of the following outline is to establish guidelines to ensure operational safety during construction activities on the Fort Lauderdale Executive Airport. The primary document of reference, which is also made a part of these specifications and shall be adhered to by the Contractor is the U. S. Department of Transportation Federal Aviation Administration Advisory Circular 150/5370-2E (or latest revision) and its references.

It is the intent of the notes contained in this outline to establish a plan for construction on the Airport in order to maximize safety and minimize time and economic loss to the aviation community, along with construction contractors and others directly affected by the project. The following objectives should be targeted by the Contractor and must be considered when planning construction schedules and operational activities.

A. Keep the Airport operational for all user aircraft.
B. Minimize delays for aircraft operations.
C. Maintain safety of aircraft operations.
D. Minimize delays to construction operations.
E. Minimize aircraft operation/construction activity conflicts.

Maximum, safe utilization of the Airport during construction is the ultimate goal to be achieved through communication and cooperative coordination between Contractor, jobsite Inspector (as a representative of the Engineer), the Airport Management, and the ATCT, as described herein.

2.1 All operations in airfield area to be performed only in coordination with the ATCT, Airport Management, and the Inspector assigned to the project.

2.2 Construction equipment regularly operating in the airfield area shall be marked with a flag on a staff, at least 36" square and a flashing amber light. Flag shall consist of a checkered pattern of international orange and white squares of not less than 1 foot on each side (in accordance with FAA AC 150/5210-5).

Vehicles (including all cars, trucks, construction equipment, etc.) are forbidden to penetrate aircraft movement areas or runway approach areas unless they are escorted by an authorized vehicle having the required radio, or are controlled by flagmen under a control plan approved in advance. Communication on radios shall be restricted to safety and coordination communications with the ATCT, and shall not be used for routine construction communications between contractor's personnel. All vehicles must obtain clearance from the control tower before entering aircraft movement areas. The control tower shall be informed of all activity within the aircraft movement areas

Any vehicle or contractor personnel crossing any aircraft movement areas without notifying ATCT personnel shall be fined the maximum amount of $500.00 and shall not be allowed back on the construction site.

2.3 Materials stockpile and storage, vehicle parking, location of construction office (if requested), and storage of equipment when not in use shall be as directed by the Engineer. The Contractor shall dispose of all surplus materials and facilities removed from the limits of work in a manner and to a location acceptable to the Engineer and Airport Management.

Materials to be reused shall be stockpiled as directed above, and salvaged facilities desired to be retained by the Airport shall be stored as directed by the Engineer. Other removed materials shall be placed in approved spoil areas or other approved locations. Any surplus fill so removed shall be neatly graded as directed by the Engineer.

2.4 The Contractor shall ascertain the location of and protect all existing and new FAA cables, airport lighting cables and facilities, and appurtenant facilities during construction and ensure that all circuits and facilities are maintained in a safe and properly operable condition. The local FAA Airway Facilities Sector Field Office (AFSFO) personnel will, upon request, mark all FAA cables in the vicinity of construction once, prior to the start of work. Contact number to call to request locations is (954) 467-7099. At least two weeks should be allowed for requested work to be completed. The Contractor shall be responsible for protecting cable location markings, and shall be responsible for any damage to cables within three feet of the marked cable route.

The Contractor shall also ascertain the location of all utility services (water, sewer, gas, electrical, power, telephone, etc.) within the work limits and ensure that continual and equal service is maintained during all construction activities.

Should any FAA, FP&L, AT&T, or other outside utility company's cable or facility be inadvertently cut, damaged, or disrupted, the owner of that cable or facility shall be notified immediately. The Contractor shall not make any splices or repairs in such cables or facilities unless specifically authorized by the owner of that cable or facility. The Contractor shall be responsible for the cost of any repairs required.

All locations indicated on the plans are approximate and shall be field verified prior to beginning construction.

2.5 The Contractor's activities must not degrade in any way the security provided by the airport perimeter fence, unless Airport Management approves specific exemptions to this provision in advance of construction activities. Any temporary gates installed or fencing relocated for the Contractor at his expense shall maintain this project in a secure condition at all times. The Contractor shall provide a security guard at each of his access points to the airport, unless they are locked and secured, in order to prevent unauthorized persons from entering and to direct authorized construction vehicles on the proper route to their destination within the airport. A portable guard house shall be utilized at all construction gates and shall be located in close proximity to the gate. An employee siting in a car "watching the gate" shall not be acceptable. If any gate is found to be unlocked without a guard in place, or should the guard allow any access without varifiying the proper authority for access, the Contractor shall be fined $500 for each occurance.

2.6 The Contractor shall be responsible for controlling smoke and dust or blowing sand or soil caused by construction activities using one or a combination of the following methods, to the satisfaction of the Engineer and the Airport Management:

A. Application of water and/or calcium chloride (minimum of three times per day or as directed by the Engineer).
B. Exposing the minimum area of erodible earth at one time.
C. Applying temporary mulch with or without seeding (only in locations as approved by Airport Management).
D. Using covered haul trucks.

Additionally, contractor shall be required to keep a vacuum sweeper vehicle with operator on duty during all hauling operations across pavement in use by aircraft. No additional compensation will be provided for dust or sand control.

2.7 Attractions for birds in the area of construction, such as trash, unprotected grass seeding, or ponded water must be avoided.

2.8 All electrical work shall be in strict accordance with the National Electric Code, latest edition. Electrical sub-contractor must furnish after hours contact phone number in case of emergency. This number must be an actual number and not an answering service.

2.9 Definitions:

Air Operations Area (AOA) - An AOA is any area of the airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An AOA shall include such paved or unpaved areas that are intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

NOTAM (Notice to Airmen) - NOTAMs are advisories issued by FAA Flight Service Station when conditions at an airport exist that could adversely affect safe aircraft operations such as construction related closures or hazardous conditions.

Any construction activity within 200 feet from runway centerline or within 65 feet from taxiway centerline will be considered to be within the AOA and will require closure of the affected areas (the exception being work specifically approved by Airport Management and FAA up to active aprons and taxiways). Such closures of an AOA must be coordinated with **Airport Management at least 48 hours** prior to commencing proposed work in order that arrangements can be made for issuance of applicable NOTAMs. The Contractor shall not close an AOA until so authorized by Airport Management and until the necessary temporary barricades and closure markings are in place. The sequence of construction phases and updated work schedules shall be provided to the Engineer to enable close coordination with aircraft routing and operations and maintain the currency of NOTAMs during the construction period. The Contractor shall also advise the Airport Management when situations have been improved to a point where NOTAMs may be cancelled.
Any closure of Taxiways or Runways require at least 2 weeks notice. Once a NOTAM has been issued, Contractor shall adhere strictly to the construction schedule agreed to for the NOTAM.

2.10 At times when Runway 9-27 threshold is displaced, or equipment is operating in the ILS critical zone, the ILS must be taken off the air or ILS operations restricted by the ATCT. Also, when equipment is operating between a localizer antenna and its associated

threshold, that localizer must be taken off the air. Due to such requirements, such work must be closely coordinated with the Airport Management requiring timing described above necessary for the issuance of applicable NOTAMs. If construction operations require shutdown of a navigational aid from service for more than 24 hours or in excess of 4 hours daily on consecutive days, a 45-day minimum notice is desirable prior to the facility shutdown. Additionally, the Contractor shall cease construction and remove all equipment from the critical area when directed by the FAA or airport personnel due to weather or other special operating conditions.

2.11 Definition:

Federal Aviation Regulations (FAR) Part 77 - Objects Affecting Navigable Airspace - Applicable section of this advisory establishes standards for determining obstructions in navigable airspace by establishing imaginary surfaces with relation to the airport and to each runway.

No penetrations of the imaginary surfaces defined in FAR Part 77 shall be allowed unless approval is obtained from Airport Management and the FAA. When penetrations are unavoidable, approval should be requested as far in advance as is practical to allow, if such penetrations are acceptable, sufficient time for issuance of applicable NOTAMs. The Contractor shall prepare appropriate sketches with precise locations shown on the Airport Layout Plan along with elevations depicting the obstructing objects' relationship to the imaginary surfaces. Special approval must be obtained from Airport Management and the FAA for use of equipment exceeding a height of 30 feet. All exceptionally tall equipment (such as cranes, derricks, etc.) operating on the airport shall be in direct radio communication with the control tower (e.g., two-way radios, ground control frequency of 121.75 Mhz, operators proficient in English, experienced or trained in such communication and required response).

2.12 All excavations exceeding 3 inches depth and width or slopes greater than 5% within runway or taxiway or runway/taxiway safety areas shall be backfilled or covered prior to reopening the runway or taxiway. No open trenches (exceeding 3 inches depth and width) will be permitted overnight or over weekends within the runway/taxiway safety areas. The Engineer and Airport Management must approve any deviation from the requirements. All open trenches, stockpiled material, and excavation not within the areas described above shall be permanently marked with orange flags and lighted with flashing amber light units which shall operate continuously.

2.13 Runways and taxiways shall be kept free of all debris, dirt, trash, refuse, water bottles, soda cans, etc., at all times. Material tracked onto these areas shall be removed immediately. Contractor must keep a vacuum sweeper vehicle with operator on site with operator on duty during all hauling operations across pavement in use by aircraft. Continuous inspections will be made. See item 2.6 for approved methods of debris control.

2.14 Work on the airport is also in close proximity to potable water supply wellfields, requiring that extreme care be taken when handling fuel, oils, etc. Any spillages should be promptly and properly cleaned up. The stipulations of the Broward County Water Resources Management Division "Checklist for Surface Water Management" are permit requirements and dictate preventative measures necessitated by construction in such wellfield areas.

2.15 Open flame welding or torch-cutting operations are prohibited unless adequate fire and safety precautions are provided and have been approved by the Engineer.

2.16 Construction safety meetings shall be established for the life of the contract to monitor, coordinate and adopt safety measures, on all matters of airport safety relating to this contract. Meetings will be scheduled by the Engineer at least once every week to discuss project schedule and applicable safety measures. These meetings shall be composed of the Contractor's superintendent, the Inspector, Airport Management, and (if available) the FAA/FDOT. In addition, representatives of the Fixed Base Operator (FBO) tenants may be invited, their attendance optional, and at their own discretion. The Owner reserves the right to amend the plan as necessary to maintain an acceptable level of safety during construction. Sub-contractors shall also be required to attend these meetings if they are scheduled to be performing any work on the project.

2.17 During the pre-construction Meeting, the Owner, the Contractor, the FAA, and the Engineer shall each designate a representative to be responsible for the safety aspects of the project. Each representative shall be available on a 24-hour basis. In addition, the Contractor shall designate a responsible representative on call 24 hours per day for emergency maintenance of airport hazard lighting and barricades.

2.18 In addition to the appropriate notification procedures, temporary runway and taxiway closures require that the applicable lighting circuits be disconnected during the closure period. Temporarily closed taxiways are usually treated as unusable, or hazardous, areas (as described below).

2.19 Hazardous areas, in which no part of an aircraft may enter, are indicated by use of barricades with alternate orange and white markings. The barricades are supplemented with orange flags at least 20 by 20 inches square and made and installed so that they are always in the extended position and properly oriented. For nighttime use, the barricades are to be supplemented with flashing red lights. The intensity of the lights and spacing for barricades, flags, and lights must be such that they adequately delineate the hazardous area.

3. PROTECTION OF WILDLIFE AND NATURAL HABITAT

The Contractor shall make provisions to protect the existing wildlife on the airport within the limits of this project. Known nests for burrowing owls and turtles are marked with a white PVC **T** in the ground. Contractor shall investigate the stockpile area, work area, and haul routes for marked and unmarked nests before storing materials and beginning construction. All unmarked nests shall be marked with a white PVC **T.** Existing markers shall not be removed without Engineer's approval. Nests shall be protected with the construction of temporary safety fencing. Said fencing to be placed within a 50-foot radius of nesting holes(or determined by the Aiport's Project Manager), to be approximately 3 feet in height, and to be made out of orange PVC material.

All reasonable efforts must be made by the Contractor to protect the existing wildlife and their nests. Nests that lie directly in the construction area that cannot co-exist with construction must be brought to the Engineer's attention. Nests may not be displaced or destroyed without the Engineer's approval.

Work areas and access to work areas shall be clearly delineated by the Contractor to avoid vehicliar movement in turf areas that may contain nests or other features that could be damaged or destroyed by unnecessary traffic. All construction traffic shall be confined to paved areas to the greatest extent possible.

4. PORTABLE CONSTRUCTION LIGHTING.

The Contractor is responsible for providing work area lighting of sufficient quality and quantity to construct the Work to the quality standards called for in the Plans and Specifications. At a minimum the construction lighting shall meet the following requirements:

a. For any construction that will be performed during nighttime hours the Contractor shall ensure that the work areas are adequately illuminated. A minimum of 10-foot candles of illumination shall be provided in the work areas, using maneuverable light plants with 1,000-watt metal halide floodlights, mounted as high as practicality will allow. The Contractor shall determine the number of light plants and their required spacing to achieve the illumination levels specified herein.

   The light should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The pavement area shall be lighted at a maximum spacing of 100 feet from both sides to eliminate objectionable shadows. A demonstration of the adequacy of the lighting will be required prior to beginning any night work. The Contractor shall work with Airport Operations when determining positions for each portable light unit so that the lighting will not interfere with the vision of pilots or Air Traffic Control Tower personnel.

b. For night work, the Contractor shall equip all paving machines, rollers, distributor trucks, and other equipment with artificial illumination to safely illuminate the area immediately surrounding their work areas.

c. Contractor shall remove all equipment and store in the staging areas during non-working hours, and prior to the re-opening of the Runways.

8. PRE-PHASE COORDINATION MEETINGS.

At least 10 calendar days prior to beginning each phase of the Work, the Contractor shall hold a planning meeting to discuss, at a minimum, operational restrictions, work to be performed, haul routes (including Contractor signing and marking), closures, safety, testing requirements, submittal requirements, inspection requirements, schedule, communications, erosion control, stockpile locations and disposal schedule, location of stand-by equipment, salvaged materials container location, barricade layout, barricade placement schedule (including barricade storage areas during non-working hours) and other topics as appropriate. The Contractor shall submit a plan for all of the elements described above, to the Engineer for review, no less than 10 calendar days prior to each pre-phase meeting.

The Contractor shall prepare a construction traffic control plan for each haul route. The Contractor's traffic control plan shall conform to the requirements of the City traffic engineer, and shall be approved by the Engineer. The plan shall be included in Contractor's submittal for the pre-phase coordination meeting. When the haul route is not in use, all traffic control signs shall either be covered or removed and stored. The Contractor shall remove all construction signs after the completion of the work.

9. SCHEDULING AND DAILY OPERATIONS.

All work hours will be subject to written approval of the Engineer and Airport Operations, and in accordance with the approved work schedule. The Contractor shall also provide weekly and daily work plans. The Contractor shall have equipment and personnel staged and ready to occupy the site at the start time listed. **No runway closure will take place until the Contractor's equipment and personnel are in place as close as practical to the work area and ready to proceed into the work area and begin operatons.** Prior to the end of each work

shift, the Contractor shall arrange to have Airport Operations inspect the site to confirm that the site is being left in a satisfactory condition. The Contractor shall allow sufficient time to make any corrections and or cleanup items found to be deficient before opening at the required times listed. Any runway or taxiway safety area that does not pass the operations inspection shall remain closed until corrective measures are complete and approved by Airport Operations.

10. OPERATING CONDITIONS AND SAFETY.

All Contractor operations and activities shall comply with the requirements contained or identified in the Plans and these Specifications. Night work shall require use of sufficient portable light towers to provide safe and efficient operation conditions.

12707 – Runway 13-31 Pavement Sealing Project

PROCUREMENT CONTRACTS (NON-AIP)

REQUIRED FEDERAL PROVISIONS:

A. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. CIVIL RIGHTS – TITLE VI ASSURANCE

1. Title VI Solicitation Notice

Title VI Solicitation Notice:

The **City of Fort Lauderdale,** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

2. Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the Sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements, which is a rare occurrence.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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; 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) 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);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency

(LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- 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).

3. Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

4. Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by City of Fort Lauderdale pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Fort Lauderdale will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same

as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Fort Lauderdale will there upon revert to and vest in and become the absolute property of City of Fort Lauderdale and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

C. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 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.

D. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

DRAWING INDEX

G00	COVER SHEET
G01	SIGNATURE SHEET
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G03	SITE ACCESS AND STAGING PLAN
G04	SAFETY NOTES AND DETAILS
G05	CONSTRUCTION SCHEDULE
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G08	HORIZONTAL CONTROL PLAN
C01	DEMOLITION PLAN
C02	DEMOLITION PLAN
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C04	PAVEMENT SEALING PLAN
C05	PAVEMENT SEALING PLAN
C06	PAVEMENT SEALING PLAN
C07	MARKING PLANS
C08	MARKING PLANS
C09	MARKING PLANS
C10	MARKING AND CRACK REPAIR DETAILS

CITY OF FORT LAUDERDALE

PROJECT #12707
RUNWAY 13-31
PAVEMENT SEALING

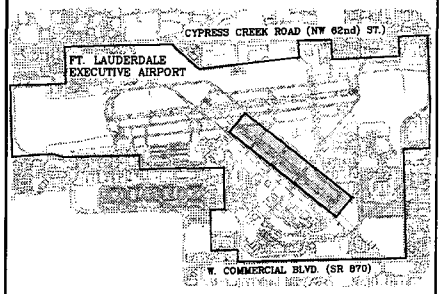
6000 NW 21ST AVE

FORT LAUDERDALE, FLORIDA

FDOT FIN PROJ. NO. 445970-1-94-01

FXE FORT LAUDERDALE EXECUTIVE AIRPORT

ATTENTION, THESE PLANS MAY HAVE REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE TAKEN INTO ACCOUNT WHEN OBTAINING SCALED DATA.



= PROJECT LOCATION

NORTH

LOCATION SKETCH

PROJECT #12707
RUNWAY 13-31 SURFACE TREATMENT
FORT LAUDERDALE EXECUTIVE AIRPORT
6000 NW 21ST AVE, FORT LAUDERDALE, FLORIDA

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS	MAYOR
JOHN C. HERBST	COMMISSIONER - DISTRICT I
STEVEN GLASSMAN	COMMISSIONER - DISTRICT II
PAMELA BEASLEY-PITTMAN	COMMISSIONER - DISTRICT III
WARREN STURMAN	COMMISSIONER - DISTRICT IV

KHANT MYAT, P.E	AIRPORT ENGINEER	(954) 828-5061
RAHEEL DOSSANI, P.E	CIVIL ENGINEER	(954) 233-4952

DATE: 02/28/25

CAD FILE: 12707-000-019COVR

DRAWING FILE No.: 4-145-00

BID DOCUMENTS

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.

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BOULEVARD, SUITE 400
FORT LAUDERDALE, FLORIDA 33309
RAHEEL DOSSANI, P.E. NO 89831

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET INDEX	
SHEET NUMBER	SHEET NAME
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C09	MARKING PLANS
C10	MARKING AND CRACK REPAIR DETAILS

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
T: 954.535.1878 F:954.233.4953
CA# 4213

BID DOCUMENTS

DRAWN BY: CC | DESIGNED BY: RD | CHECKED BY: CP | DATE: 02/28/2025 | SCALE: AS NOTED | FIELD BOOK:

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	CHKD	DESCRIPTION

REVISIONS

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
SIGNATURE SHEET
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO. G01
TOTAL: 19
CAD FILE: 12707-MULTI-NOTE
DRAWING FILE NO. 4-145-00

CAM #25-1029
Exhibit 1
Page 251 of 288

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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Friday, February 28, 2025 COLOME, GIADHA

GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL SAFETY REGULATIONS.
2. THE CONTRACTOR SHALL COMPLY WITH ALL CITY, COUNTY AND STATE TRAFFIC REGULATIONS CONCERNING THE USE OF STREETS AND ROADWAYS FOR DELIVERIES AND HAULING. ANY DAMAGE DONE TO THE ROADWAYS DUE TO THE CONTRACTOR'S EQUIPMENT OR HAULING OPERATIONS SHALL BE REPAIRED TO THE OWNER'S SATISFACTION, AT NO COST TO THE OWNER. ALL HAULING UNITS TRANSPORTING LOOSE MATERIALS (SOIL, LIMEROCK, ETC.) SHALL BE FULLY COVERED.
3. THE CONTRACTOR SHALL COOPERATE WITH AIRPORT AUTHORITIES, USERS, TENANTS AND FIRE DEPARTMENT WHILE WORKING ON THIS PROJECT.
4. THE CONTRACTOR'S SUPERINTENDENT SHALL BE ON THE CONSTRUCTION SITE AT ALL TIMES DURING WORKING HOURS WHILE THIS PROJECT IS IN PROGRESS. THE CONTRACTOR'S SUPERINTENDENT SHALL BE THE DESIGNATED RESPONSIBLE CONTRACTOR REPRESENTATIVE, AND SHALL BE AVAILABLE IN CASE OF EMERGENCIES ON A 24-HOUR BASIS AND SHALL BE FLUENT IN SPOKEN ENGLISH.
5. REQUESTS FOR FIELD CHANGES OR DEVIATIONS MUST BE SUBMITTED IN WRITING TO THE ENGINEER. ENGINEER WILL HAVE UP TO TWO WEEKS TO RESPOND TO REQUESTED CHANGES. THE ENGINEER'S REVIEW TIME IS NOT PERMITTED TO BE INCLUDED IN REQUEST FOR ADDITIONAL CONTRACT TIME.
6. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC DURING CONSTRUCTION IN ACCORDANCE WITH THESE PLANS AND ALL STATE, COUNTY AND LOCAL REQUIREMENTS.
7. BARRICADES ARE TO REMAIN UNTIL ALL PROJECT CONSTRUCTION IS COMPLETED UNLESS NOTED OTHERWISE BY THE ENGINEER OR THE AIRPORT.
8. THE CONTRACTOR SHALL CONDUCT THE FINAL CLEANING OF AFFECTED AIRPORT PAVEMENTS PRIOR TO REOPENING THE PAVEMENTS TO AIRPORT TRAFFIC. THE CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS DAILY CLEAN UP OF THE WORK AREA. THE CONTRACTOR SHALL CONDUCT VACUUM CLEANING OF AFFECTED AIRPORT PAVEMENTS PRIOR TO REOPENING EACH PHASE OF THE PAVEMENTS TO AIRCRAFT. CONTRACTOR SHALL CONDUCT VACUUM CLEANING OF ACTIVE AIRPORT PAVEMENTS IMMEDIATELY FOLLOWING ANY ACCESS ONTO OR CROSSING THE PAVEMENT BY CONSTRUCTION TRAFFIC.
9. ALL LOCATIONS, DIMENSIONS, AND ELEVATIONS MUST BE VERIFIED BY THE CONTRACTOR IN THE FIELD BEFORE COMMENCING WORK. ANY DISCREPANCY MUST BE BROUGHT, IN WRITING, TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
10. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT EXISTING ABOVE GROUND IMPROVEMENTS THAT ARE TO REMAIN IN PLACE. ALL SUCH IMPROVEMENTS OR STRUCTURES DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR RECONSTRUCTED SATISFACTORY TO THE OWNER, AT THE EXPENSE OF THE CONTRACTOR.
11. WHILE PERFORMING THE WORK, THE CONTRACTOR SHALL MAINTAIN ACCESS TO ANY AND ALL EXISTING AIRPORT OPERATIONS AND AIRCRAFT, VEHICULAR TRAFFIC AND PEDESTRIAN TRAFFIC NOT WITHIN THE CONSTRUCTION LIMITS FOR THE CURRENT PHASE OF CONSTRUCTION.
12. THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN THE SITE FREE OF TRASH. ALL TRASH SHALL BE TOTALLY REMOVED FROM THE WORK AREA BEFORE THE END OF EACH WORK PERIOD.
13. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AND RESTORE THE SITE. ALL RUBBISH AND OTHER MATERIAL SHALL BE DISPOSED OF OFF AIRPORT PROPERTY AT CONTRACTOR'S DISCRETION AND EXPENSE. THE CONTRACTOR SHALL RESTORE ALL GRASSED AND PAVED AREAS WHICH ARE DISTURBED BY CONSTRUCTION ACTIVITY TO THEIR PRE CONSTRUCTION CONDITION.
14. COMPENSATION FOR OPERATIONS THAT ARE NECESSARY TO CONTROL EROSION AS DIRECTED BY THE ENGINEER DURING CONSTRUCTION SHALL BE ACCORDING TO SPECIFICATION C-102 UNLESS SPECIFIC PAY ITEMS ARE SPECIFIED HEREIN.
15. ALL CONSTRUCTION STAKEOUT SHALL BE BY A QUALIFIED FLORIDA REGISTERED LAND SURVEYOR, AND IS THE RESPONSIBILITY OF THE CONTRACTOR. ANY DEVIATIONS FROM EXISTING GRADES AS SHOWN ON THE PLANS SHALL IMMEDIATELY BE REPORTED TO THE ENGINEER IN WRITING. EXISTING AIRPORT SURVEY MONUMENTS ARE LOCATED NEAR THE CONSTRUCTION AREA. THE CONTRACTOR SHALL AT THEIR EXPENSE, HAVE A QUALIFIED FLORIDA REGISTERED LAND SURVEYOR REPLACE ANY DISTURBED MONUMENT.
16. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.
17. REFER TO THE CONTRACTOR ACCESS AND STAGING AREA PLAN ON SHEET G03 FOR ACCESS POINTS TO BE USED BY THE CONTRACTOR FOR THIS PROJECT.
18. SPECIFICATIONS ARE PROVIDED WHICH REQUIRE THE CONTRACTOR TO APPLY EITHER WATER, CHEMICALS, VEGETATION OR OTHER MATERIALS TO PREVENT THE OCCURRENCE OF DUST WHICH WILL BE OBJECTIONABLE TO THE OPERATIONS OR USERS OF THE AREA. ALL COST FOR CONTROLLING DUST OR POLLUTANTS OF ANY KIND SHALL BE INCIDENTAL TO THE CONTRACT.
19. WHERE SCALE CONTRADICTS DIMENSION, GIVEN DIMENSIONS SHALL GOVERN.
20. THE CONTRACTOR SHALL ENDEAVOR TO PROTECT PRIVATE PROPERTY. ANY DAMAGE CAUSED BY THE CONTRACTOR IN THE PERFORMANCE OF THEIR WORK SHALL BE CORRECTED TO THE SATISFACTION OF THE OWNER AT THE CONTRACTORS EXPENSE.
21. ANY UNITED STATES COAST AND GEODETIC SURVEY (U.S.C.&G.S.) MONUMENTATION WITHIN THE CONSTRUCTION LIMITS SHALL BE PROTECTED. IF A MONUMENT IS IN DANGER OF DAMAGE, THE CONTRACTOR SHALL NOTIFY:

    THE NATIONAL GEODETIC SURVEY, INFORMATION SERVICE BRANCH,
    NOAA, N/NGS12
    1315 EAST-WEST HIGHWAY, ATTENTION SSMC-3 #9202
    SILVER SPRING, MARYLAND 20910-3282
    TELEPHONE: (301) 713-3242

22. NO ADJUSTMENT FOR ADDITIONAL COMPENSATION AND TIME WILL BE MADE FOR TIME LOST IN WORK AREAS CONTIGUOUS TO TAXIWAYS AND RUNWAYS DUE TO AIRCRAFT TRAFFIC.
23. ALL DEMOLITION WORK AND REMOVAL OF CONSTRUCTION DEBRIS SHALL BE CONDUCTED DURING HOURS APPROVED BY THE OWNER WITHOUT THE INTERRUPTION OF NORMAL AIRPORT DAILY ACTIVITIES.
24. CONTRACTOR SHALL PROVIDE CONSTRUCTION SITE ACCESS TO THE OWNER AND ITS REPRESENTATIVES FOR INSPECTION PURPOSES.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING THE WORK AREA AND COORDINATING THE OVERALL SECURITY OF THE WORK AREA AND MATERIAL STORAGE AND STAGING AREAS WITH THE OWNER.
26. THE CONTRACTOR IS REQUIRED TO PROVIDE LIGHTING FOR CONSTRUCTION DURING THE HOURS OF DARKNESS.
27. WHENEVER, IN THE CONTRACT DOCUMENTS, THE WORDS "PROVIDE", "FURNISH", "INSTALL", "FURNISH AND INSTALL", OR OTHER WORDS OF LIKE IMPORT ARE USED, IT SHALL BE UNDERSTOOD THAT THE INTENT OF THE CONTRACT DOCUMENTS IS TO PROVIDE FOR THE CONSTRUCTION AND COMPLETION IN EVERY DETAIL OF THE WORK DESCRIBED. IT IS FURTHER INTENDED THAT THE CONTRACTOR SHALL FURNISH ALL LABOR, SUPERVISION, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, SUPPLIES, TESTING AND INCIDENTALS REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE DRAWINGS (PLANS), SPECIFICATIONS AND TERMS OF THE CONTRACT.
28. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS, LICENSES, ETC., PRIOR TO COMMENCEMENT OF WORK. THE COST OF PERMITS, LICENSES, ETC., SHALL BE INCIDENTAL TO AND INCLUDED IN THE BID PRICE FOR THE RESPECTIVE PAY ITEMS. PROVIDE AND PAY FOR ALL PERMITS, LICENSES, FEES AND INSPECTIONS REQUIRED FOR THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PAY ALL SALES, CONSUMER, USE AND OTHER TAXES REQUIRED IN ACCORDANCE WITH THE LAW OF THE PLACE OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND PAY FOR ALL REQUIRED LICENSES, FEES AND INSPECTIONS INCLUDING METER INSTALLATION FEE. THE COST FOR SUCH SHALL BE INCLUDED IN THE BID PRICE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE APPLICABLE UTILITY COMPANY(S) TO DETERMINE IF ANY FEES, CHARGES OR COSTS WILL BE DUE THE UTILITY COMPANY(S) AS REQUIRED BY THE UTILITY COMPANY(S) FOR TEMPORARY POWER, INSTALLATIONS, HOOK-UPS, ETC. THIS FEE, CHARGE OR COST SHALL BE INCLUDED IN THIS CONTRACTOR'S PRICE.
29. ITEMS SHOWN IN SCREEN (HALFTONE) ARE EXISTING ITEMS. ITEMS SHOWN IN SOLID (BOLD) ARE NEW TO BE INSTALLED UNDER THIS CONTRACT, UNLESS OTHERWISE NOTED.

RECORD DRAWINGS

1. THE CONTRACTOR SHALL COMPLETE THE ENTIRE PROJECT, AND THOSE MILESTONES DESCRIBED IN THE CONTRACT DOCUMENTS, WITHIN THE TIME STATED IN THE CONTRACT DOCUMENTS.

SUMMARY OF QUANTITIES

ITEM No.	SPEC	DESCRIPTION	QUANTITY	UNIT
1	C-105-6.1	MOBILIZATION	1	LS
2	P-101-5.1	JOINT AND CRACK REPAIR	7,000	LF
3	P-101-5.2	REMOVAL OF FOREIGN SUBSTANCES/CONTAMINANTS	2,700	SY
4	P-608-R-8.1	ASPHALT SURFACE TREATMENT	28,300	SY
5	P-608-R-8.2	RUNWAY FRICTION TESTING	1	LS
6	P-620-5.2a	PERMANENT WATERBORNE PAVEMENT MARKING, WITH GLASS BEADS	19,000	SF
7	P-620-5.2b	PERMANENT WATERBORNE PAVEMENT MARKING, WITHOUT GLASS BEADS	7,200	SF
8	P-620-5.4	TEMPORARY WATERBORNE PAVEMENT MARKING, WITHOUT GLASS BEADS	19,000	SF
9	S-102-5.1	AIRPORT SAFETY AND MAINTENANCE OF TRAFFIC	1	LS

SUMMARY OF QUANTITIES NOTES:

1. SEE SPECIFICATIONS SECTIONS 'METHOD OF MEASUREMENT' AND 'BASIS OF PAYMENT' FOR DETAILED DEFINITIONS FOR EACH PAY ITEM.
2. THE PROJECT PAY ITEMS ARE INTENDED TO BE INCLUSIVE OF ALL WORK TO BE PERFORMED WITHIN THESE CONTRACT DOCUMENTS. ALL INCIDENTAL WORK REQUIRED TO COMPLETE THE PROJECT OR ADHERE TO THIS PROJECT'S REQUIREMENTS SHALL BE INCLUDED IN THE CONTRACTOR'S BID UNDER THE NEAREST APPLICABLE BID ITEM.
3. ANY DAMAGE TO EXISTING ITEMS TO REMAIN INCLUDING, BUT NOT LIMITED TO, TREES, UTILITIES, LIGHTING, SIGNAGE, FENCING AND GRASS SHALL BE REPLACED IN KIND BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
4. THE COST OF TEMPORARY UTILITIES NEEDED, IF AVAILABLE, TO ACCOMPLISH THE WORK IS CONSIDERED INCIDENTAL TO THE PROJECT AND PAID FOR BY THE CONTRACTOR UNDER THE NEAREST APPLICABLE ITEM.
5. IF THERE IS ANY DISCREPANCY BETWEEN THE ITEMS AND QUANTITIES SHOWN ON THIS SHEET, AND THE BID PRICE FORM, THE BID PRICE FORM SHALL GOVERN.
6. ALL COSTS ASSOCIATED WITH PREPARING THE CONTRACTOR'S STAGING AREAS AND HAUL ROUTE, PROJECT RECORD DOCUMENTS, AND TEMPORARY POLLUTION, EROSION, AND SILTATION CONTROL SHALL BE INCLUDED UNDER MOBILIZATION. THIS INCLUDES, BUT IS NOT LIMITED TO, CLEARING AND GRADING OF THE STAGING AREA, STABILIZATION OF STAGING AREA, CONSTRUCTION OF ALL TEMPORARY UTILITIES IF AVAILABLE, SECURITY FENCING, PERMITTING COSTS, AND RESTORATION OF THE SITE TO ITS ORIGINAL CONDITION AND TO THE SATISFACTION OF THE RESIDENT PROJECT REPRESENTATIVE (RPR). CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS ARE MET.

SYMBOLS

●	BLUE LIGHT UNLESS NOTED OTHEWISE
◆	BENCHMARK
	WIND SOCK
—TSA—	TAXIWAY SAFETY AREA
—TOFA—	TAXIWAY OBJECT FREE AREA
—RSA—	RUNWAY SAFETY AREA
—ROFA—	RUNWAY OBJECT FREE AREA

ABBREVIATIONS

AC	ADVISORY CIRCULAR
AOA	AIR OPERATIONS AREA
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
ATC	AIR TRAFFIC CONTROL
ATCT	AIR TRAFFIC CONTROL TOWER
℄	CENTER LINE
CONC	CONCRETE
CSPP	CONSTRUCTION SAFETY AND PHASING PLAN
E	EASTING - ELECTRICAL - EAST
EA	EACH
EX	EXISTING
EXIST	EXISTING
FAA	FEDERAL AVIATION ADMINISTRATION
FOD	FOREIGN OBJECT DEBRIS
FPL	FLORIDA POWER AND LIGHT
FT	FEET
FXE	FT. LAUDERDALE EXECUTIVE AIRPORT
ILS	INSTRUMENT LANDING SYSTEM
LB	LICENSED BUSINESS
LF	LINEAR FOOT
LS	LUMP SUM
MAX	MAXIMUM
MIN	MINIMUM
N	NORTHING - NORTH
NAVD	NORTH AMERICAN VERTICAL DATUM
NO.	NUMBER
NOTAM	NOTICE TO AIRMEN
NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
NTP	NOTICE TO PROCEED
NTS	NOT TO SCALE
PAPI	PRECISION APPROACH PATH INDICATOR
PG	PAGE
PG	PERFORMANCE GRADE
PROP	PROPOSED
PSI	POUNDS PER SQUARE INCH
REF	REFERENCE
RPR	RESIDENT PROJECT REPRESENTATIVE
RPZ	RUNWAY PROTECTION ZONE
RSA	RUNWAY SAFETY AREA
RW	RUNWAY
SPCD	SAFETY PLAN COMPLIANCE DOCUMENT
STA	STATION
STD	STANDARD
SWPPP	STORMWATER POLLUTION PREVENTION PLAN
SY	SQUARE YARDS
TOFA	TAXIWAY OBJECT FREE AREA
TWY	TAXIWAY
TSA	TAXIWAY SAFETY AREA OR TRANSPORTATION SECURITY ADMINISTRATION
TW	TAXIWAY
TYP	TYPICAL
W/	WITH

BID DOCUMENTS

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CA# 4213

ENGINEER:
RAMIL RODRIGUEZ
FL LIC. #58531
DATE: 02/28/2025
TEL: (954) 233-4982

DRAWN BY: QC | DATE: 02/28/2025
DESIGNED BY: RO | SCALE: AS NOTED
CHECKED BY: CP | FIELD BOOK:

CITY OF FORT LAUDERALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
GENERAL NOTES & SUMMARY OF QUANTITIES
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO. G02
TOTAL: 19
CAD FILE: 12707-MULTI-NOTE
DRAWING FILE NO. 4-145-00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

C:\PWORKING\EAST01\D0470916\12707-MULTI-NOTE.DWG
Friday, February 28, 2025 COLOME, GIADHA

CAM #24-1029
Exhibit 1
Page 252 of 298

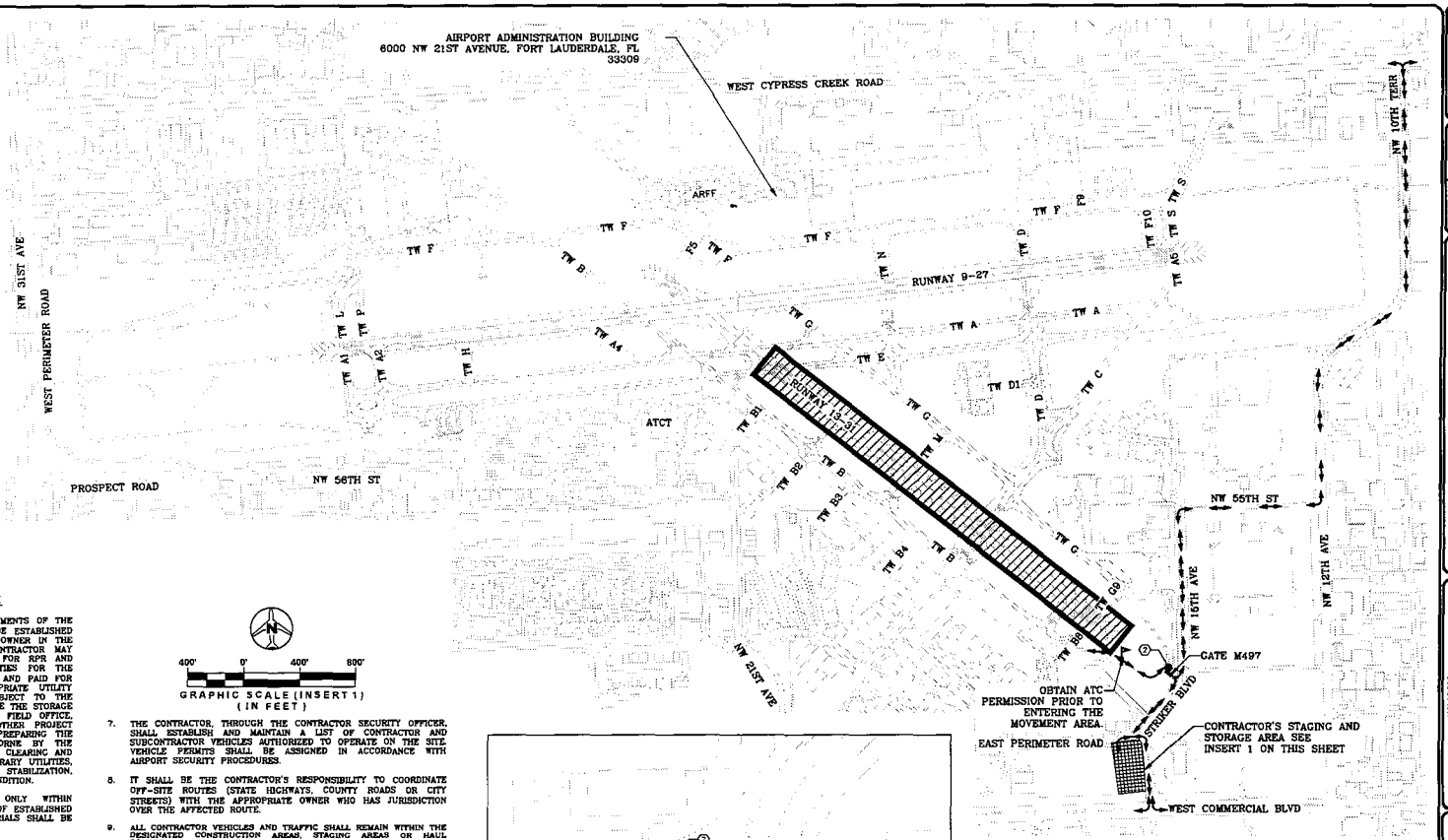
LEGEND

- ACCESS/ HAUL ROUTE
- FLAGGER (TO BE PROVIDED BY CONTRACTOR)
- CONTRACTOR STAGING AND PARKING AREA
- PROJECT BOUNDARY AREA

KEYNOTES

① STAGING AREA: CONTRACTOR'S STAGING AND STORAGE AREA. STAGING AREAS SHALL BE CONSTRUCTED AS TO AVOID GWL/GOPHER TORTOISE BURROWS. EMPLOYEE VEHICLES SHALL NOT GO BEYOND CONTRACTORS FENCED STAGING AREA.

② CONTRACTOR'S ACCESS GATE PER DETAIL 4 ON SHEET G04. CONTRACTOR TO REMOVE EXISTING GATES PRIOR TO CONSTRUCTION. TEMPORARY GATE TO BE REMOVED AND ORIGINAL GATES RESTORED AFTER CONSTRUCTION IS COMPLETE. INSTALLATION REMOVAL OF TEMPORARY GATE ARE TO BE INCLUDED IN THE MOBILIZATION PAY ITEM C-105-6.1.



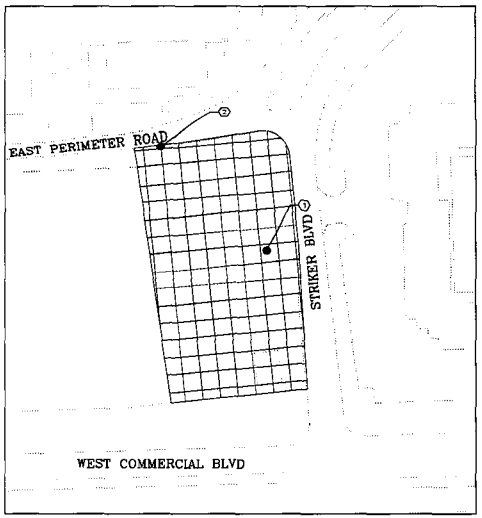
CONTRACTOR STAGING AREA NOTES:

1. THE EXACT LIMITS, LIGHTING AND SECURITY REQUIREMENTS OF THE CONTRACTOR'S STAGING AND STORAGE AREA SHALL BE ESTABLISHED BY THE CONTRACTOR WITH THE APPROVAL OF THE OWNER IN THE AREAS GENERALLY AS SHOWN ON THE PLANS. CONTRACTOR MAY PROPOSE TO MODIFY THE DIMENSION OF FENCING FOR RPR AND OWNER APPROVAL. ANY AND ALL REQUIRED UTILITIES FOR THE CONTRACTOR'S OPERATIONS SHALL BE ARRANGED FOR AND PAID FOR BY THE CONTRACTOR DIRECTLY WITH THE APPROPRIATE UTILITY AGENCIES. UTILITY ARRANGEMENTS SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER. THE CONTRACTOR SHALL USE THE STORAGE AND STAGING AREA SHOWN ON THE PLANS FOR ITS FIELD OFFICE, SHOP, MATERIAL AND EQUIPMENT STORAGE, AND OTHER PROJECT RELATED ACTIVITIES. ALL COSTS ASSOCIATED WITH PREPARING THE STORAGE AND STAGING AREA SITE SHALL BE BORNE BY THE CONTRACTOR. THIS INCLUDES BUT IS NOT LIMITED TO, CLEARING AND GRADING OF THE SITE, CONSTRUCTION OF ALL TEMPORARY UTILITIES, ACCESS ROADS, ALL SECURITY FENCING, SOIL STABILIZATION, CLEAN-UP AND RESTORATION OF SITE TO ORIGINAL CONDITION.
2. CONSTRUCTION EQUIPMENT SHALL BE PARKED ONLY WITHIN CONTRACTOR'S STAGING AND STORAGE AREA OUTSIDE OF ESTABLISHED HOURS OF CONSTRUCTION. NO STOCKPILING OF MATERIALS SHALL BE ALLOWED OUTSIDE THE STAGING AND STORAGE AREA.

ACCESS AND HAUL ROAD NOTES:

1. HAUL ROADS TO BE USED UNDER THIS PROJECT SHALL BE THOSE INDICATED ON THE DRAWINGS OR OTHERWISE SPECIFICALLY AUTHORIZED BY THE OWNER. IN GENERAL, THE CONTRACTOR SHALL CONFINE EQUIPMENT AND HAULING TO THE AREAS UNDER CONSTRUCTION. NO DEBRIS SHALL BE ALLOWED ON THE ROADWAYS OR AIRPORT PAVED SURFACES. ACTIVE TAXIWAYS SHALL BE KEPT FREE OF DEBRIS AT ALL TIMES. CONTRACTOR SHALL MAINTAIN VACUUM SWEEPERS ON SITE FOR THAT USE. OTHER PAVEMENTS SHALL BE CLEANED BY THE CONTRACTOR DAILY, AND AS REQUIRED, USING VACUUM SWEEPERS TO KEEP ALL ACCESS AND CONSTRUCTION AREAS CLEAR OF SOILS, MUDS OR OTHER DEBRIS.
2. THE ACCESS POINTS TO THE PROJECT SITE ARE SHOWN ON THE PLANS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AIRPORT SERVICE ROADS TO THEIR PRECONSTRUCTION CONDITION WHERE SUCH ROADS ARE USED BY THE CONTRACTOR FOR HAULING OPERATIONS.
4. THE CONTRACTOR SHALL RESTORE ALL TURFED AND PAVED AREAS USED FOR HAUL ROADS TO THEIR ORIGINAL CONDITION, INCLUDING THE ESTABLISHMENT OF TURF. ALL COSTS FOR CONSTRUCTING, REMOVING AND RESTORING OF HAUL ROADS REQUIRED FOR THE COMPLETION OF THE WORK SHALL BE BORNE BY THE CONTRACTOR.
5. THE CONTRACTOR SHALL NOT PERMIT ANY UNAUTHORIZED PERSONNEL OR TRAFFIC ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL TO AND FROM THE VARIOUS CONSTRUCTION AREAS ON THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR THE IMMEDIATE CLEAN-UP OF ANY DEBRIS DEPOSITED AT THE PROJECT SITE AND ALONG ANY ROAD AS A RESULT OF HIS/HER CONSTRUCTION TRAFFIC. DIRECTIONAL SIGNAGE AT THE ACCESS GATE AND ALONG THE DELIVERY ROUTE TO THE STORAGE AREA OR WORK SITE SHALL BE APPROVED BY THE OWNER. ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE SITE SHALL BE DIRECTED TO THE ACCESS POINTS IDENTIFIED.
6. RUBBER TIRED VEHICLES ONLY SHALL BE ALLOWED ON EXISTING AIRPORT PAVEMENT WHICH IS TO REMAIN.

7. THE CONTRACTOR, THROUGH THE CONTRACTOR SECURITY OFFICER, SHALL ESTABLISH AND MAINTAIN A LIST OF CONTRACTOR AND SUBCONTRACTOR VEHICLES AUTHORIZED TO OPERATE ON THE SITE. VEHICLE PERMITS SHALL BE ASSIGNED IN ACCORDANCE WITH AIRPORT SECURITY PROCEDURES.
8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE OFF-SITE ROUTES (STATE HIGHWAYS, COUNTY ROADS OR CITY STREETS) WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE AFFECTED ROUTE.
9. ALL CONTRACTOR VEHICLES AND TRAFFIC SHALL REMAIN WITHIN THE DESIGNATED CONSTRUCTION AREAS, STAGING AREAS OR HAUL ROUTES.
10. ALL CONTRACTOR VEHICLES SHALL DISPLAY IN FULL VIEW LOCOS CONSPICUOUSLY PLACED ON EACH SIDE OF THE VEHICLE WITH 4" MINIMUM LETTER HEIGHT. ALL VEHICLES OPERATING IN THE ACTIVE AOA SHALL BE EQUIPPED WITH A FLASHING AMBER (YELLOW) DOME-TYPE OR BAR-TYPE LIGHT MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO AIRPORT CODES FOR MAINTENANCE AND EMERGENCY VEHICLES.
11. NO CONTRACTOR VEHICLES ARE TO CROSS ACTIVE RUNWAYS, NAVAID CRITICAL AREAS, TAXIWAYS AND APPROACH CLEAR ZONES UNLESS THE ESCORT IS UNDER THE DIRECT CONTROL OF THE AIRPORT GROUND CONTROLLER. IT SHALL BE UNDERSTOOD BY THE CONTRACTOR THAT AIRPORT TRAFFIC ON RUNWAYS, TAXIWAYS AND APRONS SHALL HAVE PRIORITY OVER CONTRACTOR'S TRAFFIC.
12. CONTRACTOR ACCESS GATES SHALL BE GUARDED OR LOCKED. CONTRACTOR SHALL PROVIDE GATE GUARDS. COST OF GUARDS SHALL BE INCIDENTAL TO THE AIRPORT SAFETY AND SECURITY PAY ITEM.
13. CONTRACTOR SHALL OBTAIN AT HIS OWN EXPENSE ANY PERMITS, INCLUDING BUT NOT LIMITED TO DRIVEWAY PERMITS, FOR CONSTRUCTION AND USE OF ACCESS GATE.
14. ACCESS GATE LOCATION IS SUBJECT TO APPROVAL BY OWNER.
15. COVER EXISTING UTILITIES IN AREAS OF TRUCK TRAFFIC WITH MINIMUM 12" OF LIMEROCK, INCLUDE IN PAY ITEM FOR MOBILIZATION.
16. CONTRACTOR PARKING:
    A. ALL CONTRACTOR VEHICLES SHALL BE PARKED WITHIN THE STAGING AREA ENCLOSURE.
    B. CONTRACTOR SHALL NOT PARK IN ANY OTHER LOCATION UNLESS APPROVED IN WRITING BY THE OWNER.
    C. CONTRACTOR ASSUMES ALL LIABILITY FOR VEHICLES AND EQUIPMENT IN THE CONTRACTOR PARKING AREAS.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE ACCESS HAUL ROAD FOR THE DURATION OF CONSTRUCTION.



INSERT 1: CONTRACTOR STAGING AND STORAGE AREA

CONTRACTOR SHALL REFRESH PAVEMENT MARKINGS OUTSIDE THE PROJECT AREA DURING CONSTRUCTION IF THE OWNER OR RPR DETERMINES THAT THE MARKINGS HAVE BEEN DEGRADED BY CONTRACTOR'S CONSTRUCTION TRAFFIC AND SWEEPING OPERATIONS. PAYMENT FOR THIS WORK SHALL BE INCIDENTAL TO AIRPORT SAFETY AND MAINTENANCE OF TRAFFIC (S-102-5.1)



BID DOCUMENTS

HDR ENGINEERING, INC.
2290 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
T: 954.535.1978 F:954.233.6953
CA# 4213

ENGINEER: RUSSELL DOSSANT, P.E. #66955 DATE: 02/28/2025 TEL: (954) 233-1498

DRAWN BY: GC | DATE: 02/28/2025
DESIGNED BY: RD | SCALE: AS NOTED
CHECKED BY: CP | FIELD BOOK:

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	CHKD	DESCRIPTION

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
SITE ACCESS AND STAGING PLAN
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO. G03
TOTAL: 19
CAD FILE: 12707-G03-STAG
DRAWING FILE NO. 4-145-00

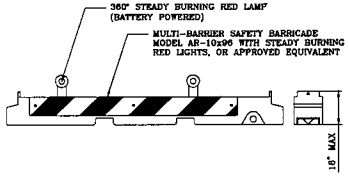
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Friday, February 28, 2025 COLOME, GIADHA

CAM #25-1024 Exhibit 1 Page 253 of 298

CONSTRUCTION SAFETY NOTES:

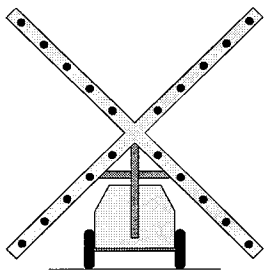
1. ALL CONSTRUCTION FOR THIS PROJECT SHALL CONFORM TO THE GUIDELINES SET FORTH IN FEDERAL AVIATION ADMINISTRATION (FAA) AC150/5370-2 "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION", AND THESE PLANS AND SPECIFICATIONS.
2. CONSTRUCTION ACTIVITIES ARE NOT PERMITTED WITHIN THE ROFA OF ANY RUNWAY WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER.
3. CONSTRUCTION ACTIVITIES ARE NOT PERMITTED WITHIN THE TOFA OF AN ACTIVE TAXIWAY OR AN ON- APRON TAXILANE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER.
4. NO CONSTRUCTION TRAFFIC SHALL ENTER OR CROSS ANY ACTIVE AIRPORT OPERATIONAL AREA EXCEPT UPON AUTHORIZATION BY THE OWNER. THIS SPECIFICALLY INCLUDES THE RUNWAY PROTECTION ZONES AND THE RUNWAY AND TAXIWAY CONSTRUCTION SAFETY LIMITS.
5. NO CONSTRUCTION TRAFFIC SHALL ENTER OR CROSS ANY LOCALIZER OR GLIDE SLOPE CRITICAL AREA EXCEPT UPON AUTHORIZATION BY THE OWNER AND ATCT.
6. IN ORDER FOR THE CONTRACTOR TO OPERATE WITHIN THE AIR OPERATIONS AREA, APPROPRIATE NOTICES TO AIRMEN (NOTAMS) MUST BE ISSUED BY THE OWNER THROUGH THE FAA FLIGHT SERVICE STATION. THESE NOTICES PROVIDE INFORMATION ON CLOSED, LIMITED, OR HAZARDOUS CONDITIONS TO AIRMEN AND USERS OF THE AIRPORT. A 72-HOUR NOTICE IS REQUIRED FOR ISSUANCE OF THE NOTAM. ALL CONSTRUCTION OPERATIONS MUST BE CLOSELY COORDINATED WITH THE OWNER FOR NOTAM ISSUANCE.
7. AIRCRAFT OPERATIONS SHALL AT ALL TIMES HAVE PRIORITY OVER ALL VEHICLES, EQUIPMENT AND PERSONNEL. THE CONTRACTOR SHALL EMPLOY STRICT MEASURES TO PREVENT ANY CONFLICT BETWEEN HIS PERSONNEL AND AIRCRAFT ON ANY ACTIVE AIRFIELD PAVEMENT. THE CONTRACTOR SHALL REMAIN CLEAR OF ACTIVE RUNWAYS AND TAXIWAYS.
8. ALL CONTRACTOR VEHICLES, INCLUDING HAULING VEHICLES, THAT ARE AUTHORIZED TO OPERATE WITHIN THE SECURITY FENCE ON THE AIRPORT WITHIN THE DESIGNATED LIMITS OF CONSTRUCTION OR HAUL ROUTES AS DEFINED HEREIN, SHALL DISPLAY IN FULL VIEW ABOVE THE VEHICLE A 3'x3' OR LARGER ORANGE AND WHITE CHECKERBOARD FLAG, EACH CHECKERBOARD COLOR BEING 1' SQUARE. CONTRACTOR'S VEHICLES SHALL BE EQUIPPED WITH ROTATING OR FLASHING AMBER LIGHTS. HAULING VEHICLES NOT SO EQUIPPED SHALL BE ESCORTED BY A VEHICLE SO EQUIPPED.
9. CONTRACTOR SHALL CONTROL THE ON-AIRPORT MOVEMENT AND ACTIVITIES OF ITS EMPLOYEES AND SUBCONTRACTORS.
10. OPEN-FLAME WELDING OR TORCH-CUTTING OPERATIONS ARE PROHIBITED UNLESS ADEQUATE FIRE AND SAFETY PRECAUTIONS ARE PROVIDED AND HAVE BEEN APPROVED BY THE OWNER.
11. OPEN TRENCHES, EXCAVATIONS AND STOCKPILED MATERIALS AT THE CONSTRUCTION SITE SHALL BE PROMINENTLY MARKED WITH ORANGE FLAGS AND LIGHTED WITH FLASHING AMBER LIGHT UNITS (ACCEPTABLE TO THE OWNER) DURING HOURS OF RESTRICTED VISIBILITY OR DARKNESS.
12. STOCKPILED MATERIAL SHALL BE CONSTRAINED IN A MANNER TO PREVENT MOVEMENT AS A RESULT OF AIRCRAFT, WIND, AND/OR OTHER REASON.
13. ANY DAMAGE TO THE EXISTING AIRPORT LIGHTING SYSTEM CAUSED BY CONSTRUCTION OPERATIONS SHALL BE IMMEDIATELY NOTED TO THE OWNER AND REPAIRED BY THE CONTRACTOR AT ITS OWN EXPENSE.
14. CONTRACTOR GENERATED DEBRIS, WASTE AND LOOSE MATERIAL CAPABLE OF CAUSING DAMAGE TO AIRCRAFT LANDING GEAR, PROPELLERS AND ROTORS, OR OF BEING INGESTED BY JET ENGINES SHALL NOT BE LEFT ON ACTIVE AIRCRAFT MOVEMENT AREAS. MATERIAL DROPPING WITHIN THESE AREAS SHALL BE REMOVED IMMEDIATELY AND CONTINUOUSLY DURING WORKING HOURS.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR INFORMING ALL PERSONS UNDER ITS CONTROL THAT UNAUTHORIZED CONSTRUCTION PERSONNEL FOUND IN RESTRICTED AREAS OF THE AIRPORT SHOWN ON THE SAFETY PLAN ARE SUBJECT TO ARREST FOR A FUNDHABLE FEDERAL OFFENSE AND WILL PROMPTLY AND PERMANENTLY BE REMOVED FROM THE JOB.
16. CONTRACTOR ACCESS GATES SHALL BE MANNED BY A CONTRACTOR SUPPLIED GATE GUARD OR REMAIN LOCKED AT ALL TIMES. APPROVED GATE GUARD SHALL CONTROL ACCESS TO ALLOW ONLY AUTHORIZED CONSTRUCTION TRAFFIC TO ENTER THE SITE.
17. CONTRACTOR SHALL PROVIDE TRAINED FLAGMEN TO COORDINATE AND CONTROL CONSTRUCTION TRAFFIC WHEN OPERATING ACROSS ANY ACTIVE TAXIWAY OR RUNWAY. FLAGMEN SHALL ALSO BE PROVIDED FOR CONTROLLING EQUIPMENT ENTERING AND LEAVING THE PROJECT AREA.
18. CONTRACTOR SHALL CONTROL AND ESCORT ALL CONSTRUCTION TRAFFIC ENTERING THE SECURED AREA OF THE AIRPORT TO PREVENT CONFLICTS WITH AIRCRAFT OPERATIONS. NO PRIVATE VEHICLES WILL BE ALLOWED ON THE AIRPORT, EXCEPT IN STAGING AREA.
19. SPECIAL ACCESS REQUIREMENTS AND OPERATING LIMITATIONS ARE REQUIRED INSIDE THE AOA FENCE. THE CONTRACTOR SHALL DELINEATE WORK LIMITS WITHIN THESE AREAS USING SAFETY FENCING. CONFINE MEN, EQUIPMENT AND MATERIALS OUTSIDE OF THE TAXIWAY OBJECT FREE AREA (TOFA) WHEN TAXIWAY IS ACTIVE.
20. THE CONTRACTOR SHALL HAVE ACCESS TO THE SECURED AREA OF THE AIRPORT ONLY AT THE LOCATION DESIGNATED ON THE PLANS OR APPROVED BY THE OWNER. ALL OTHER ACCESS SHALL BE BY SPECIAL REQUEST AND SUBJECT TO APPROVAL BY THE OWNER. THE CONTRACTOR SHALL PROVIDE FLAGMEN TO COORDINATE AND CONTROL CONSTRUCTION TRAFFIC WHEN OPERATING ACROSS ANY ACTIVE TAXIWAY OR APRON.
21. THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN FLASHING LIGHTS AND BARRICADES ALONG TAXIWAY EDGES WHEREVER OPEN EXCAVATIONS OR IRREGULAR GRADES ARE LEFT WITHIN THE SAFETY AREA OF AN ACTIVE TAXIWAY OR WHERE TEMPORARY PAVEMENT CLOSURES OR AIRCRAFT LIMITATIONS ARE REQUIRED. BARRICADES SHALL BE PLACED IN A CONTINUOUS LINE OR AS NOTED ALONG THE AFFECTED PAVEMENT EDGE OR ACROSS THE PAVEMENT OF A CLOSED TAXIWAY. THE CONTRACTOR SHALL DAILY MAINTAIN THE LIGHTS AND BARRICADES IN AN OPERABLE CONDITION FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL FURNISH THE OWNER A CONTACT NUMBER FOR 24-HOUR MAINTENANCE OF LIGHTS AND BARRICADES.
22. THE CONTRACTOR SHALL PERFORM CONSTRUCTION OPERATIONS AS NECESSARY TO PREVENT ATTRACTION OF BIRDS CAUSED BY PONDED WATER AND GRASS SEED.
23. REFER TO THE GENERAL NOTES FOR REQUIREMENTS PERTAINING TO STORAGE OF CONSTRUCTION EQUIPMENT AND MATERIALS WHEN NOT IN USE.
24. THE CONTRACTOR SHALL COMPLY WITH ALL SECURITY REQUIREMENTS SPECIFIED HEREIN OR MANDATED BY FAA OR TSA. THE CONTRACTOR SHALL DESIGNATE IN WRITING TO THE OWNER THE NAME OF ITS "CONTRACTOR SECURITY OFFICER". THE CONTRACTOR SECURITY OFFICER SHALL REPRESENT THE CONTRACTOR ON THE SECURITY REQUIREMENTS OF THE CONTRACT.
25. THE CONTRACTOR'S SECURITY OFFICER SHALL BE RESPONSIBLE FOR BRIEFING ALL CONTRACTOR PERSONNEL ON THESE REQUIREMENTS. CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO THE SECURE AREA OF THE AIRPORT SHALL ATTEND THE OWNER'S SECURITY TRAINING SESSION AND SHALL BE BRIEFED ON THESE REQUIREMENTS PRIOR TO WORKING IN THE CONSTRUCTION AREAS.
26. ALL CONTRACTOR PERSONNEL WHO REQUIRE ACCESS TO THE SECURE AREA OF THE AIRPORT SHALL HAVE OWNER ISSUED IDENTIFICATION BADGES DISPLAYED AT ALL TIMES WHEN WORKING INSIDE THE AIRCRAFT OPERATIONS AREA. THE AIRPORT ID PROGRAM IS UNDER CONSTANT REVIEW BY THE FAA AND THE AUTHORITY AND ALL CONTEMPORARY REQUIREMENTS WILL COVERN. THE CONTRACTOR SHALL ASSIGN THE CONTRACTOR SECURITY OFFICER DESCRIBED ABOVE AS THE SINGLE POINT CONTACT FOR ALL IDENTIFICATION BADGING REQUIREMENTS.
27. THE CONTRACTOR SHALL ACQUAINT ITS SUPERVISORS AND EMPLOYEES WITH THE AIRPORT ACTIVITIES AND OPERATIONS THAT ARE INHERENT AT THIS AIRPORT AND SHALL CONDUCT ITS CONSTRUCTION ACTIVITIES TO CONFORM TO ALL ROUTINE AND EMERGENCY AIR TRAFFIC REQUIREMENTS AND TO THE GUIDELINES ON SAFETY.
28. ITEMS FOR CONTROL OF SAFETY DURING CONSTRUCTION SUCH AS VEHICLE LIGHTING, ETC. SHALL BE PAID FOR AS DESCRIBED IN THE SPECIFICATIONS.
29. SEE SHEETS G07 - ### FOR BARRICADE LOCATIONS.
30. SCHEDULING
    - 30.1. CONTRACTOR SHALL SUBMIT A ONE-MONTH AND FULL CONSTRUCTION SCHEDULE PRIOR TO NTP AND WITH EVERY PAY APPLICATION.
    - 30.2. CONTRACTOR SHALL SUBMIT A TWO-WEEK LOOK AHEAD SCHEDULE BY FRIDAY AT 5 PM THE WEEK BEFORE.
31. CONTRACTOR SHALL COMPLY WITH FAA AC 150/5210-5 "PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AN AIRPORT".



NOTES:

1. BARRICADES SHALL BE PLACED AS SHOWN IN THE PHASING PLAN SHEETS TO DELINEATE THE CONTRACTOR'S WORK AREAS.
2. BARRICADE SECTIONS MUST BE HIGHLY REFLECTIVE MARKED WITH DIAGONAL, ALTERNATING ORANGE AND WHITE STRIPES. BARRICADES WILL BE LIGHTED. ALL INCIDENTAL CONNECTORS, SPACERS, SPLICE PLATES, ETC., SHALL BE PAINTED ORANGE.
3. ALL BARRICADES SHALL BE CHECKED VISUALLY FOR SIGNS OF WEAR AND TEAR ON A WEEKLY BASIS AND SHALL BE REPAINTED WHEN DEEMED APPROPRIATE BY THE ENGINEER. THE CONDITIONS OF LIGHTING UNITS SHALL BE CHECKED DAILY. ALL LIGHT FIXTURES SHALL BE VERIFIED OPERATING BY THE CONTRACTOR ON A DAILY BASIS BEFORE THE CONTRACTOR CEASES OPERATION FOR THE DAY. THE AREAS AROUND ALL BARRICADES SHALL BE CLEANED AS DIRECTED IN THE GENERAL NOTES AND THE SAFETY NOTES.
4. ALTERNATE FORMS OF BARRICADES MAY BE PROPOSED BY THE CONTRACTOR WHICH MEET THESE FUNCTIONAL REQUIREMENTS. APPROVALS OF ANY SUCH SUBSTITUTION (IF GRANTED) SHALL BE BY THE OWNER AT NO ADDITIONAL COST TO THE OWNER.
5. THE FINAL LOCATION FOR THE BARRICADES SHALL BE ESTABLISHED IN THE FIELD WITH CONCURRENCE FROM THE OWNER.
6. THE CONTRACTOR SHALL FURNISH, INSTALL, MAINTAIN, RELOCATE AND REMOVE ALL BARRICADES. ALL WORK SHALL BE INCIDENTAL TO AIRPORT SAFETY AND MAINTENANCE OF TRAFFIC (S-102-5.1).
7. THE CONTRACTOR SHALL MAINTAIN DAILY THE LIGHTS AND THE BARRICADES IN OPERABLE CONDITION. THE CONTRACTOR SHALL HAVE REPLACEMENT LIGHTS AND BATTERIES ON SITE AND SHALL REPLACE LIGHTS AND/OR BATTERIES WITHIN ONE HOUR OF NOTIFICATION BY THE ENGINEER OR AIRPORT PERSONNEL.
8. LIGHTS ON BARRICADES SHALL BE STEADY-BURN.
9. FOR EXCLUDING AIRCRAFT ACCESS, BARRICADE SPACING SHALL BE 4' END TO END. FOR EXCLUDING PEDESTRIAN AND CONSTRUCTION STAFF, BARRICADE SPACING SHALL BE INTERLOCKED.
10. BARRICADES MUST BE OF LOW MASS, EASILY COLLAPSIBLE UPON CONTACT WITH AN AIRCRAFT OR ANY OF ITS COMPONENTS AND WEIGHED OR STURDILY ATTACHED TO THE SURFACE TO PREVENT DISPLACEMENT FROM PROP WASH, JET BLAST, WING VORTEX, AND OTHER SURFACE WIND CURRENTS.

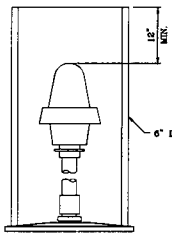
① LOW PROFILE AIRFIELD BARRICADE DETAIL
NOT TO SCALE



② LIGHTED RUNWAY CLOSURE DEVICE
NOT TO SCALE

RUNWAY CLOSURE DEVICE NOTES:

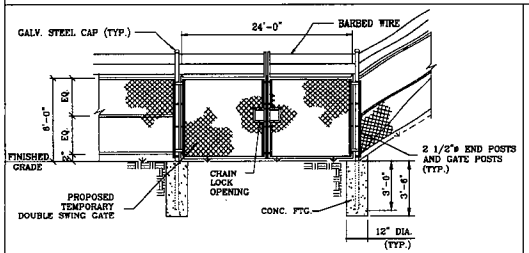
1. CONTRACTOR TO PROVIDE RUNWAY CLOSURE DEVICE. PAYMENT FOR RUNWAY CLOSURE DEVISE SHALL BE INCORPORATED UNDER THE AIRPORT SAFETY AND MAINTENANCE OF TRAFFIC (S-102-5.1) UNIT PRICE.
2. CLOSURE DEVICES SHALL BE PLACED OVER THE RUNWAY DESIGNATION NUMERALS OF THE CLOSED RUNWAY UNLESS DIRECTED OTHERWISE BY AIRPORT OPERATIONS.
3. THE CONTRACTOR SHALL PLACE, MAINTAIN, AND REMOVE LIGHTED RUNWAY CLOSURE DEVICE AS DIRECTED BY THE OWNER/ENGINEER. ALL COSTS TO MAINTAIN AND OPERATE THE LIGHTED RUNWAY CLOSURE DEVICE SHALL THE RESPONSIBILITY OF THE CONTRACTOR INCLUDING BUT NOT LIMITED TO THE REPLACEMENT OF LIGHT FIXTURES AND FUELING.
4. ALL COSTS FOR MAINTAINING, OPERATING, MOVING AND REMOVING LIGHTED RUNWAY CLOSURE DEVICE SHALL BE CONSIDERED INCIDENTAL TO AIRFIELD SAFETY AND MAINTENANCE AND NO SEPARATE COSTS SHALL BE MADE.
5. THE LIGHTED RUNWAY CLOSURE DEVICE SHALL CONTINUOUSLY OPERATE THROUGHOUT THE DURATION OF THE PROJECT OR AS DIRECTED BY THE OWNER/ENGINEER.
6. THE CONTRACTOR SHALL PROVIDE ALL NEW REPLACEMENT LIGHT BULBS FOR EACH CLOSURE DEVICE.
7. THE CLOSURE DEVICE SHALL BE INSPECTED FOR FUEL LEAKS REGULARLY AS TO AVOID DAMAGE TO UNDERLYING PAVEMENT. ANY DAMAGE DONE BY FUEL LEAKS SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT ALL PAVEMENT SURFACES.



NOTES:

1. COST FOR PROVIDING, INSTALLING, MAINTAINING, AND REMOVING PVC EDGE LIGHT MASK SHALL BE INCLUDED IN THE LUMP SUM BID PRICE FOR AIRPORT SAFETY AND MAINTENANCE OF TRAFFIC (S-102-5.1).

③ PVC EDGE LIGHT MASK
NOT TO SCALE



TEMPORARY ACCESS DOUBLE SWING GATE NOTES:

1. TEMPORARY GATES TO BE REMOVED AFTER CONSTRUCTION IS COMPLETE. CONTRACTOR TO RE-INSTALL ORIGINAL GATES AFTER CONSTRUCTION IS COMPLETED.
2. TEMPORARY GATE DETAIL SHOWS MAX WIDTH. CONTRACTOR TO MEASURE ACTUAL DIMENSIONS IN FIELD PRIOR TO FABRICATION.

④ TEMPORARY ACCESS DOUBLE SWING GATE DETAIL
NOT TO SCALE

BID DOCUMENTS

HDR ENGINEERING, INC.
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CA# 4213

ENGINEER: RICHARD DUSSAULT
REG. No.: 69631
DATE: 02/26/2025

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GC	02/26/2025
DESIGNED BY:	SCALE:
RD	AS NOTED
CHECKED BY:	
CP	
FIELD BOOK:	

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
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TEL: (954) 828-4363

REVISIONS

NO.	DATE	BY	DESCRIPTION

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
SAFETY NOTES AND DETAILS
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO.
G04

TOTAL: 19

CAD FILE:
12707-G04-DETL

DRAWING FILE NO.
4-145-00

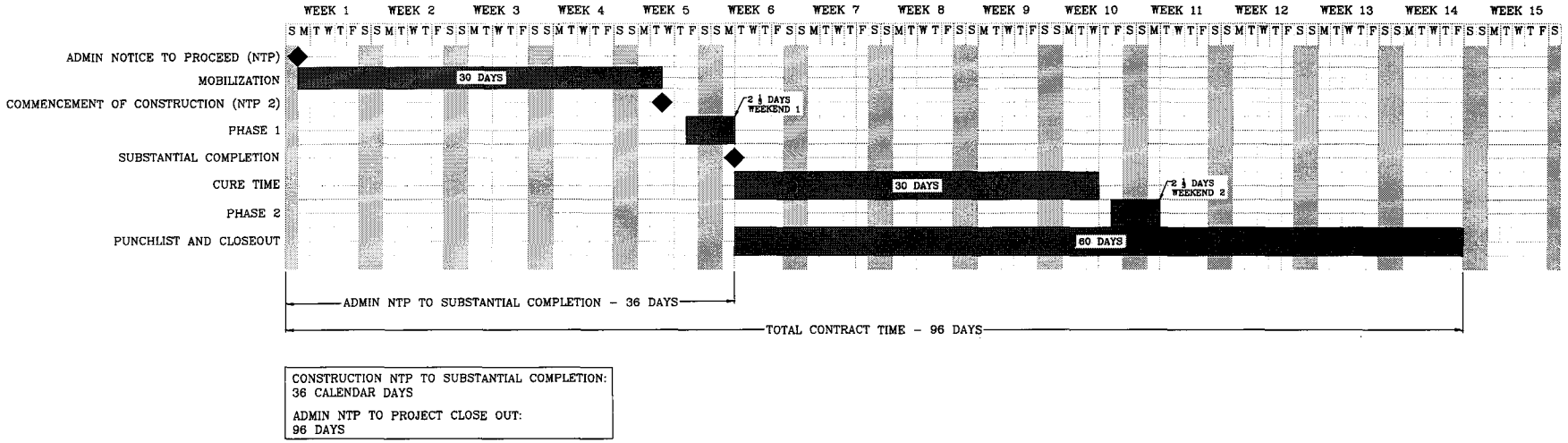
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Friday, February 28, 2025 COLOME, GIADHA

CAM #25-1029
Exhibit 1
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PHASING SCHEDULE



CONSTRUCTION NTP TO SUBSTANTIAL COMPLETION:
36 CALENDAR DAYS

ADMIN NTP TO PROJECT CLOSE OUT:
96 DAYS

BID DOCUMENTS

HDR ENGINEERING, INC.
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FORT LAUDERDALE, FLORIDA 33309
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GC	02/28/2025
REVIEWED BY:	SCALE:
RD	AS NOTED
CHECKED BY:	
CP	
FIELD BOOK:	

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

REVISIONS			
NO.	DATE	BY	DESCRIPTION

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
CONSTRUCTION SCHEDULE
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO.
G05

TOTAL: 19

CAD FILE:
12707-G05-SCHE

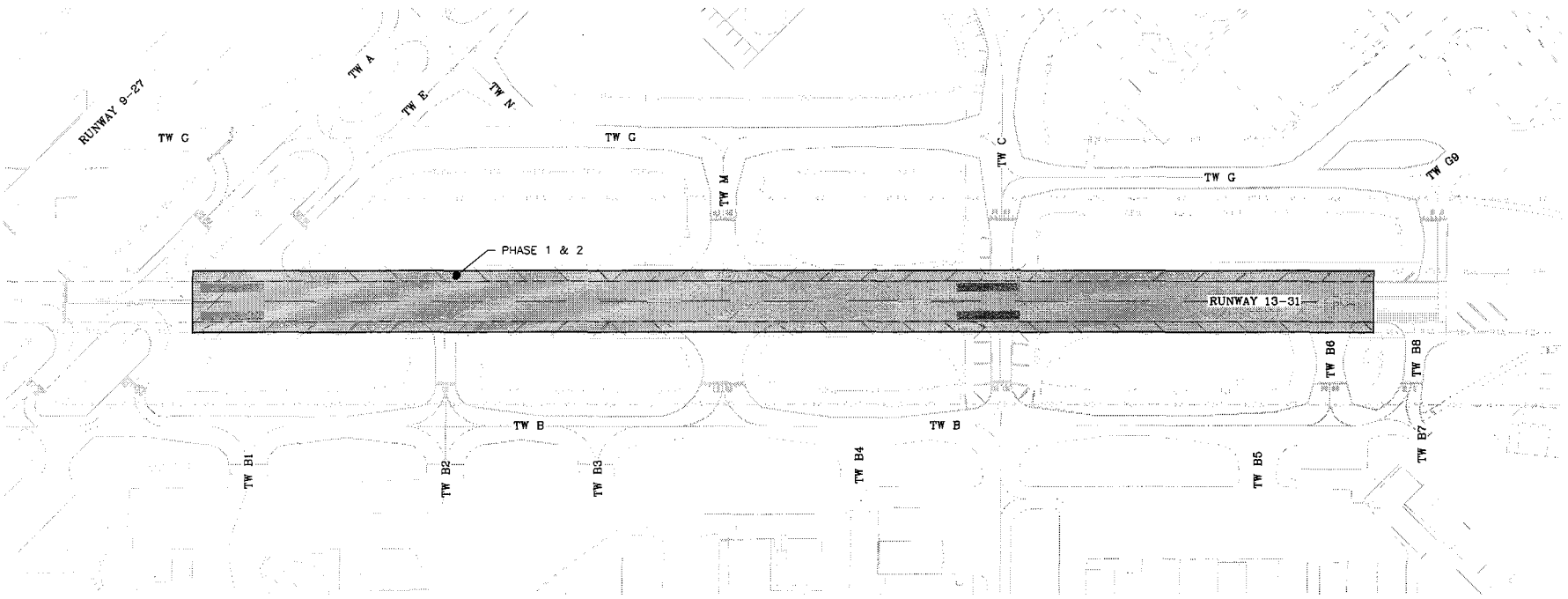
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CAM #24-1129
Exhibit 1
Page 279 of 298

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Friday, February 28, 2025 COLOME, GIADHA



MAJOR MILESTONE BY SEQUENCE OF CONSTRUCTION PHASE

CONSTRUCTION SCHEDULE		
CONSTRUCTION PHASE	START	WORK HOURS
MOBILIZATION, SUBMITTALS, NOTAMS, MATERIAL ORDERS, RECEIVE 7460 DETERMINATION, STAGING AREA, AND ACCESS ROUTE	CONTRACT NOTICE TO PROCEED (NTP)	
1	END OF MOBILIZATION	FRIDAY 2200 THRU MONDAY 0600
2*	END OF 30 DAY CURE PERIOD OF SURFACE TREATMENT APPLICATION	FRIDAY 2200 THRU MONDAY 0600
PUNCHLIST AND CLOSEOUT	PHASE 2 COMPLETION	AS ALLOWED BY THE OWNER

* PHASE 2 TO RUN CONCURRENT WITH THE SUBSTANTIAL COMPLETION PERIOD

GENERAL PHASING NOTES:

1. THE INTENT OF THIS PHASING PLAN IS TO MINIMIZE THE IMPACT OF CONSTRUCTION ON THE OPERATION OF THE AIRPORT. THE REQUIREMENTS CONTAINED IN THE CONSTRUCTION DOCUMENTS SHALL BE STRICTLY ENFORCED.
2. CONSTRUCTION BARRICADES, BARRIERS, AND CLOSED TAXIWAY MARKINGS SHALL BE PLACED AS SHOWN ON THE PHASING PLANS AND / OR AS DIRECTED BY THE RESIDENT PROJECT REPRESENTATIVE (RPR). ADDITIONAL BARRICADES SHALL BE PLACED TO MARK ALL OPEN EXCAVATIONS, PAVEMENT DROP-OFFS, OR OTHER POTENTIALLY HAZARDOUS CONDITIONS ADJACENT TO ACTIVE AIRFIELD PAVEMENTS.
3. HAUL ROUTES SHALL BE DESIGNATED ON THE SITE ACCESS AND STAGING PLANS. FOR CLARITY PURPOSES, HAUL ROUTES FROM THE PRIMARY HAUL ROAD TO THE PHASING WORK AREA AND HAUL ROUTES WITHIN THE PHASING WORK AREA ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, MAINTAINING, AND RESTORING ANY AREA USED AS A HAUL ROUTE BEYOND THOSE SHOWN ON THE PHASING PLANS.
4. ALL CONSTRUCTION ACTIVITIES THAT ARE NECESSARY BEYOND THE PHASING LIMITS SHOWN ON THE PHASING PLANS SHALL BE PERFORMED WHEN THE ADJACENT AIRFIELD PAVEMENT IS CLOSED TO AIR TRAFFIC. THE RPR RESERVES THE RIGHT TO REFUSE CONTRACTOR'S REQUEST TO WORK OUTSIDE OF THE DESIGNATED WORK ZONE LIMITS.
5. NO CHANGE IN THE PHASING PLAN SHALL BE PERMITTED WITHOUT WRITTEN APPROVAL FROM THE RPR.
6. FOURTEEN (14) CALENDAR DAYS PRIOR TO THE START OF EACH PHASE OR SUB-PHASE, THE CONTRACTOR SHALL SUBMIT, IN WRITING, A DETAILED WORK PLAN FOR THAT PHASE OR SUB-PHASE. THE PLAN SHALL DETAIL THE DURATIONS OF ALL WORK ITEMS NECESSARY TO COMPLETE THE PHASE OR SUB-PHASE. ALL ITEMS SHALL BE RESOURCE LOADED TO IDENTIFY MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO ACCOMPLISH EACH ITEM. THE PLAN SHALL PRESENT THE SEQUENCING OF ITEMS IN RELATIONSHIP TO ONE ANOTHER TO DEMONSTRATE A CLEAR PATH FOR COMPLETION OF THE PHASE OR SUB-PHASE WITHIN THE SPECIFIED CONTRACTUAL TIME FRAME.
7. THE CONTRACTOR MAY NOT BREACH THE SECURITY FENCE, EXCEPT FOR THOSE AREAS DESIGNATED ON THE PLANS, FOR ANY REASON UNLESS WRITTEN PERMISSION IS GRANTED BY THE RPR.
8. PRIOR TO OPENING NEW AIRFIELD FEATURE OR REOPENING RECONSTRUCTED FEATURES, THE ASSOCIATED AIRFIELD GUIDANCE SIGNS SHALL BE INSTALLED AND OPERATIONAL. ANY SIGNAGE LEGEND ASSOCIATED WITH AIRFIELD FEATURES NOT AVAILABLE TO AIRCRAFT SHALL BE COVERED/OBSCURED FROM THE PILOTS' VISION IN ACCORDANCE WITH THE SPECIFICATIONS. PRIOR TO OPENING AND AFTER INSPECTION BY THE RPR, REMOVE SIGNAGE COVERING.
9. WORK HOURS ARE AS SPECIFIED IN THE PHASING PLANS.
10. CONTRACTOR SHALL HAVE ACCESS TO STAGING AREA 24 HOURS 7 DAYS A WEEK. CONTRACTOR SHALL NOTIFY AIRPORT OPERATIONS TWO WEEKS IN ADVANCE FOR A REQUEST FOR WORK TO BE CONDUCTED OUTSIDE OF WORK HOURS.
11. CONTRACTOR SHALL NOT USE THE STOCKPILE AREA TO STORE EXCAVATED MATERIALS FROM THE CONSTRUCTION SITE. CONTRACTOR SHALL IMMEDIATELY TAKE THE EXCAVATED MATERIAL OFF SITE AND DISPOSE OF IT IN A LEGAL MANNER. STAGING AREA SHALL ONLY BE USED TO STORE NEW MATERIAL FOR THE PROPOSED SCOPE OF WORK.
12. SWEEPER TRUCK SHALL FOLLOW ALL WORKING VEHICLES TO PREVENT FOREIGN OBJECT DEBRIS (FOD) ON OPEN TAXIWAY.
13. THE CONTRACTOR SHALL COVER ALL SIGNS AND LIGHTS LEADING INTO EACH WORK AREA.
14. CONTRACTOR SHALL MAINTAIN CLEAN PAVEMENTS AT ALL ACTIVE CROSSINGS. PROVIDE BROOM TRUCKS AT ALL ACTIVE CROSSINGS DURING WORK HOURS. CONTRACTOR MAY BE REQUIRED TO PROVIDE VACUUM TRUCKS IF THE OWNER DETERMINES THAT THE BROOM TRUCK IS INSUFFICIENT, AT NO ADDITIONAL COST.
15. PRIOR TO OPENING ANY WORK AREA TO AIR TRAFFIC, CONTRACTORS SHALL CONTACT AIRPORT OPERATIONS TO INSPECT THE AREA.

120' 0' 120' 240'
GRAPHIC SCALE (IN FEET)

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD, SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
T: 954.535.1878 F:954.233.4953
CA# 4213

BID DOCUMENTS

ENGINEER:
NAME: LOSSANI
REG. No: 69831
DATE: 02/28/2025
TEL: (954) 535-1878

DRAWN BY: GC | DATE: 02/28/2025
DESIGNED BY: RG | SCALE: AS NOTED
CHECKED BY: CP
FIELD BOOK:

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

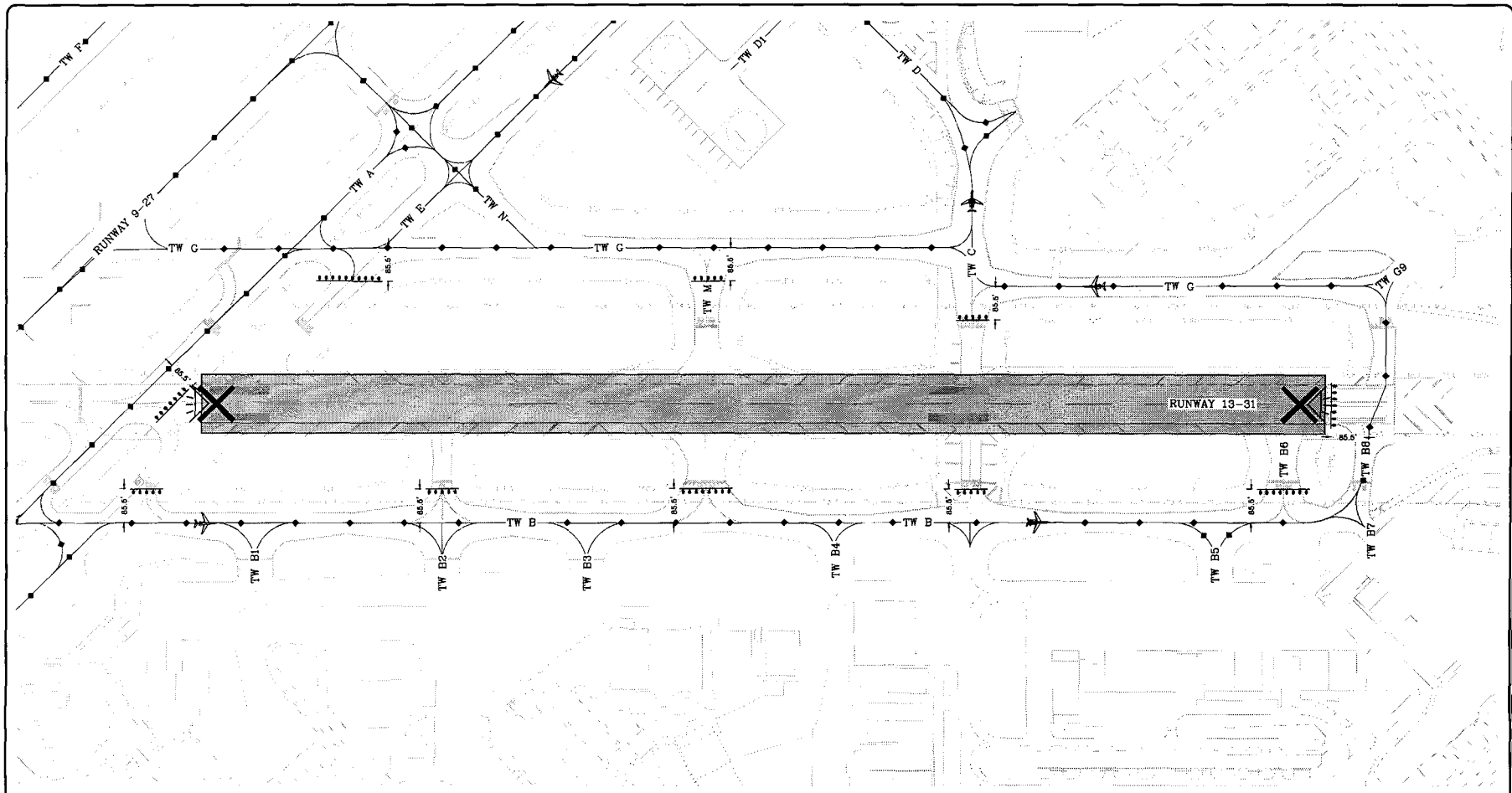
PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
OVERALL PHASING PLAN
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO. G06
TOTAL: 19
CAD FILE: 12707-MULTI-PHAS
DRAWING FILE NO. 4-145-00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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Friday, February 28, 2025 COLOME, GIADHA

CAM #25-1029
Exhibit 1
Page 238 of 288



PHASE 1 & 2 AIRFIELD NETWORK STATUS			
SEGMENT	OPEN	CLOSED	NOTES
RWY 13-31		●	RUNWAY TO REMAIN CLOSED AT ALL TIMES
RWY 9-27	▒		RUNWAY TO REMAIN OPEN AT ALL TIMES
TWY A	▒		
TWY C		●	SEGMENT WITHIN RUNWAY 13-31 TO REMAIN CLOSED DURING PHASE DURATION
TWY E		●	SEGMENT WITHIN RUNWAY 13-31 TO REMAIN CLOSED DURING PHASE DURATION
TWY M		●	SEGMENT WITHIN RUNWAY 13-31 TO REMAIN CLOSED DURING PHASE DURATION
TWY B8	▒		
TWY G9	▒		
TWY B6		●	SEGMENT TO REMAIN CLOSED IF CONTRACTOR ELECTS TO WORK IN PHASE 1A WORK AREA DURING THIS PHASE

● = STATUS CHANGE
▒ = STATUS CARRYOVER

LEGEND

PHASE WORK AREA

LOW PROFILE BARRICADE

LIGHTED RUNWAY CLOSURE DEVICE. SEE DETAIL 2 ON SHEET G04

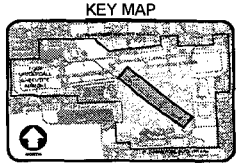
AIRCRAFT TRAFFIC ROUTE

GRAPHIC SCALE (IN FEET)
120' 0' 120' 240'

PHASING NOTES:

1. CONTRACTOR TO PROVIDE LOW PROFILE BARRICADES AT TAXIWAY/RUNWAY ENTRANCES TO THE LIGHTED X AREA IF NOT ALREADY PROVIDED UNDER THE LARGER PHASE WORK MOT.
2. CONTRACTOR IS EXPECTED TO WORK CONTINUOUSLY THROUGHOUT ENTIRE WEEKEND.

KEY MAP



HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA 33309
T: 954.535.1878 F: 954.233.4953
CA# 4213

BID DOCUMENTS

ENGINEER: RAEEEL DOSSANI FL PE NO. 96788 DATE: 02/28/2025 TEL: (954) 335-4062

DRAWN BY: OC | DATE: 02/28/2025
DESIGNED BY: RD | SCALE: AS NOTED
CHECKED BY: CP
FIELD BOOK:

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

REVISIONS

NO.	DATE	BY	CHKD	DESCRIPTION

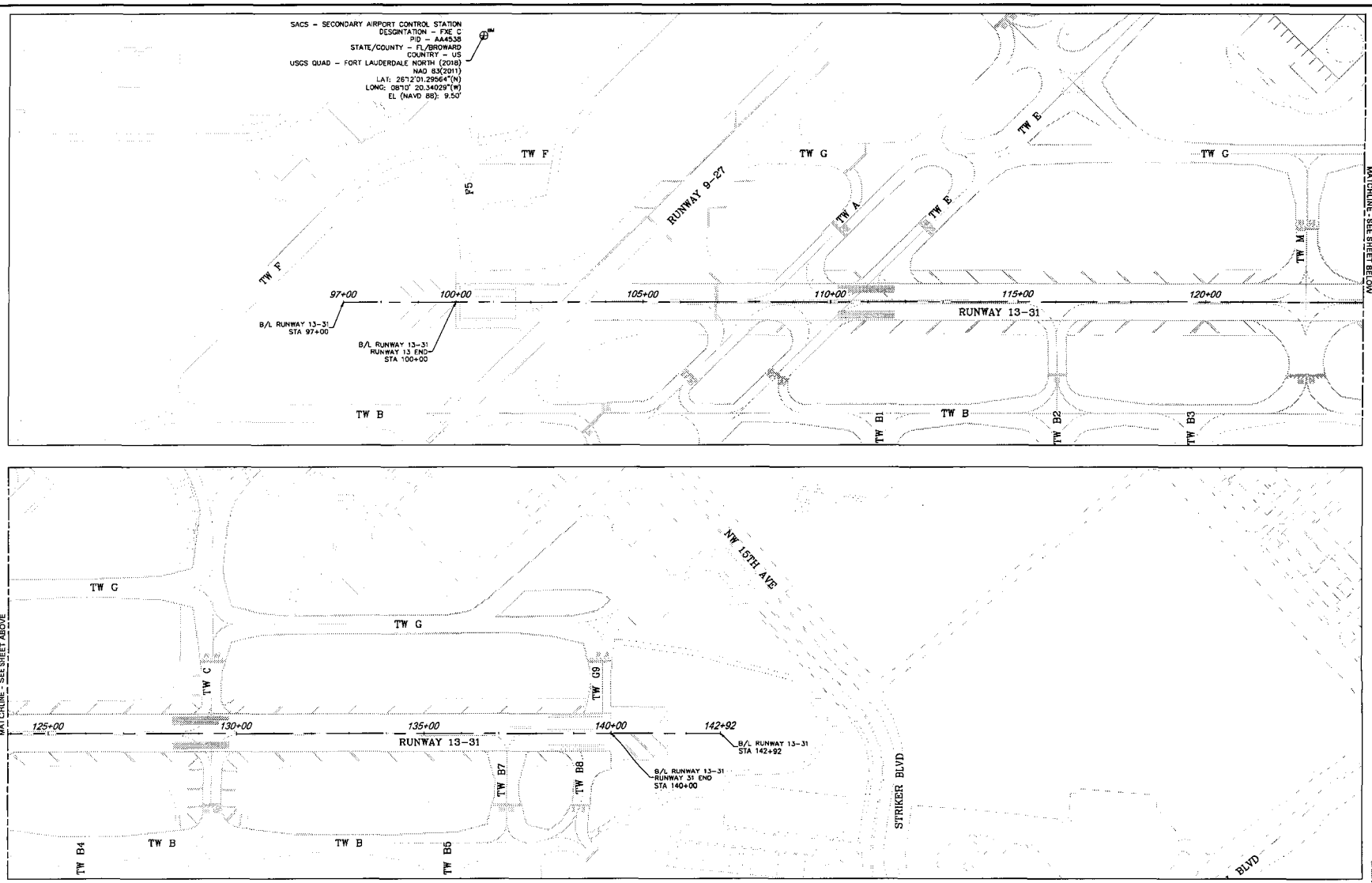
PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
PHASING PLAN 1 & 2
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO. G07
TOTAL: 19
CAD FILE: 12707-MULTI-PHAS
DRAWING FILE NO. 4-145-00

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Friday, February 28, 2025 COLOME, GIADHA

CAM #25-1109
Exhibit 1
Page 25 of 28

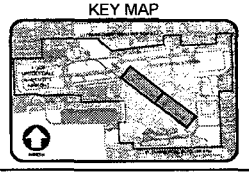


GEOMETRIC CONTROL PLAN NOTES:

1. HORIZONTAL DATUM - NAD 83 STATE PLANE COORDINATES FLORIDA EAST ZONE.
2. VERTICAL DATUM - NAVD 88
3. CONTRACTOR TO REFER TO RUNWAY ENDPOINT NAILS FOR LATITUDE AND LONGITUDE INFORMATION.
4. THE SACS WAS OBTAINED FROM THE NGS DATABASE. THE VALUES WERE COMPUTED FROM THE NAD 83 (2011) POSITIONS.
5. RUNWAY 13-31 BASELINE IS SHOWN FOR REFERENCE INFORMATION ONLY. RUNWAY 13-31 CENTERLINE AND ASSOCIATED MARKINGS SHOWS BE BASED ON THEIR EXISTING LOCATION IN THE FIELD, NOT ACCORDING TO THE REFERENCE BASELINE SHOWN IN THE DRAWINGS.

120' 0' 120' 240'
GRAPHIC SCALE
(IN FEET)

KEY MAP



HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
T: 954.535.1878 F:954.233.4953
CoA 4213

BID DOCUMENTS

ENGINEER: JOSEPH T. DUGGANT
FLA. REG. NO. 69831
DATE: 02/28/2025
TEL: (954) 233-4952

DRAWN BY: OC | DATE: 02/28/2025
DESIGNED BY: RG | SCALE: AS NOTED
CHECKED BY: CP
FIELD BOOK:

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

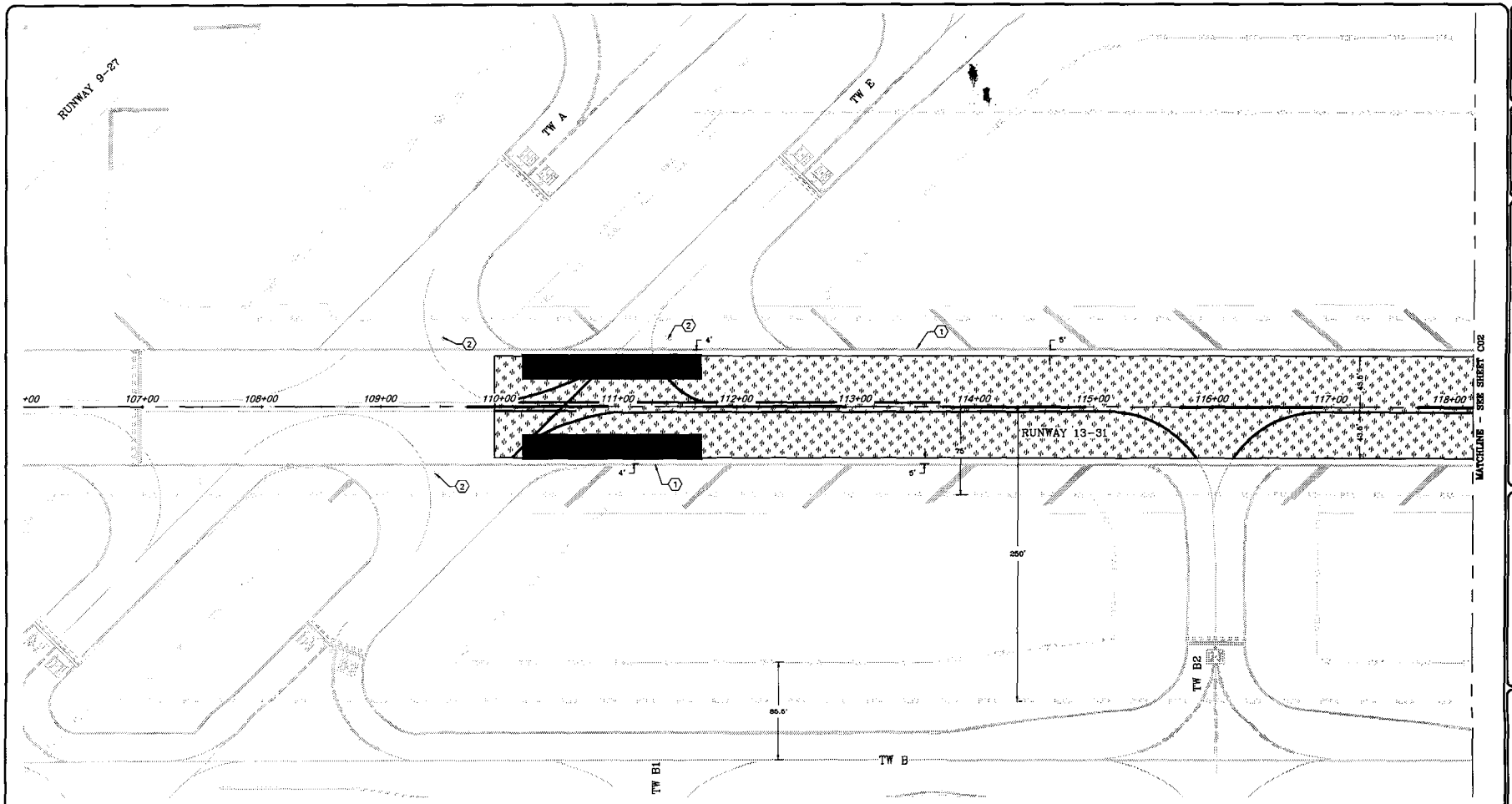
NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
HORIZONTAL CONTROL PLAN
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO. G08
TOTAL: 19
CAD FILE: 12707-G09-GEOM
DRAWING FILE NO. 4-145-00

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Friday, February 28, 2025 COLOME, GIADHA



LEGEND

REMOVAL OF FOREIGN SUBSTANCES/CONTAMINANTS PER P-101-5.2.

PREPARATION OF ASPHALT PAVEMENT SURFACES PER P-608-R-4.4. SEAL JOINTS AND CRACKS PRIOR TO THE APPLICATION OF SURFACE TREATMENT WITHIN THE WORK LIMITS IN ACCORDANCE WITH ITEM P-101.

KEYNOTES:

1. CONTRACTOR SHALL PROTECT RUNWAY EDGE MARKINGS WITH A MATERIAL THAT IS ADEQUATE TO PROTECT THE MARKINGS FROM TRACKING AND OVERSPRAY.
2. CONTRACTOR SHALL PROTECT THE IN-PAVEMENT LIGHT FIXTURES WITH A MATERIAL THAT IS ADEQUATE TO PROTECT THE FIXTURES FROM TRACKING AND OVERSPRAY.

DEMOLITION NOTES:

1. PRIOR TO THE COMMENCEMENT OF THE P-608 SURFACE PREPARATION, CONTRACTOR SHALL SCHEDULE A SITE VISIT WITH THE ENGINEER TO INSPECT RUNWAY 13-31 TO ADDRESS ANY OIL SPILLS THAT NEED TO BE CLEANED AND PAVEMENT CRACKS THAT ARE REQUIRED TO BE CRACK SEALED.
2. THE ADDITIONAL PAVEMENT SURFACE PREPARATION LOCATIONS AND DIMENSIONS ARE TO BE FIELD VERIFIED WITH THE CONTRACTOR AND THE ENGINEER PRIOR TO THE COMMENCEMENT OF THE P-608 SURFACE PREPARATION.
3. CONTRACTOR SHALL USE EXTREME CAUTION IN PREVENTING DAMAGE TO PAVEMENT SURFACE WHERE MARKINGS ARE TO BE REMOVED ON EXISTING PAVEMENT TO REMAIN.
4. CONTRACTOR SHALL SURVEY EXISTING PAVEMENT MARKINGS WITHIN THE LIMITS OF WORK AND PROVIDE TO THE RPR FOR APPROVAL PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR SHALL RE-ESTABLISH THE PAVEMENT MARKINGS IN THEIR ORIGINAL LOCATION AT THE CONCLUSION OF ASPHALT SURFACE TREATMENT FOR EACH WORK AREA AND PRIOR TO TURNING THE PAVEMENT OVER TO THE OWNER FOR THE OWNER'S USE. TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALL 24 HRS AFTER COMPLETION OF SURFACE TREATMENT. ALL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH SPECIFICATION ITEM P-620.
6. CRACK REPAIRS SHALL BE COORDINATED WITH THE RPR TO VERIFY AND DETERMINE THE LENGTH, WIDTH AND QUANTITY OF CRACKS TO BE SEALED. CONTRACTOR SHALL NOT EXCEED BID QUANTITY UNLESS OTHERWISE APPROVED BY THE RPR AND AGREED UPON PRIOR TO COMMENCEMENT OF WORK. CRACK SEALANT SHALL BE ALLOWED TO CURE FOR 24 HOURS PRIOR TO THE APPLICATION OF THE SEAL COATING.
7. CONTRACTOR SHALL PROTECT THE IN-PAVEMENT ELECTRICAL ID TAGS FROM TRACKING AND OVERSPRAY.

GRAPHIC SCALE (IN FEET)
40' 0' 40' 80'

KEY MAP

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
T: 954.535.1676 F:954.233.4953
CA# 4213

BID DOCUMENTS

ENGINEER: RAUBEL DOSSANT
FL REG. NO. 85551
DATE: 02/28/2025
TEL: (954) 935-4068

DRAFT BY: OC | DATE: 02/28/2025
DESIGNED BY: RD | SCALE: AS NOTED
CHECKED BY: CP
FIELD BOOK:

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

REVISIONS

NO.	DATE	BY	DESCRIPTION

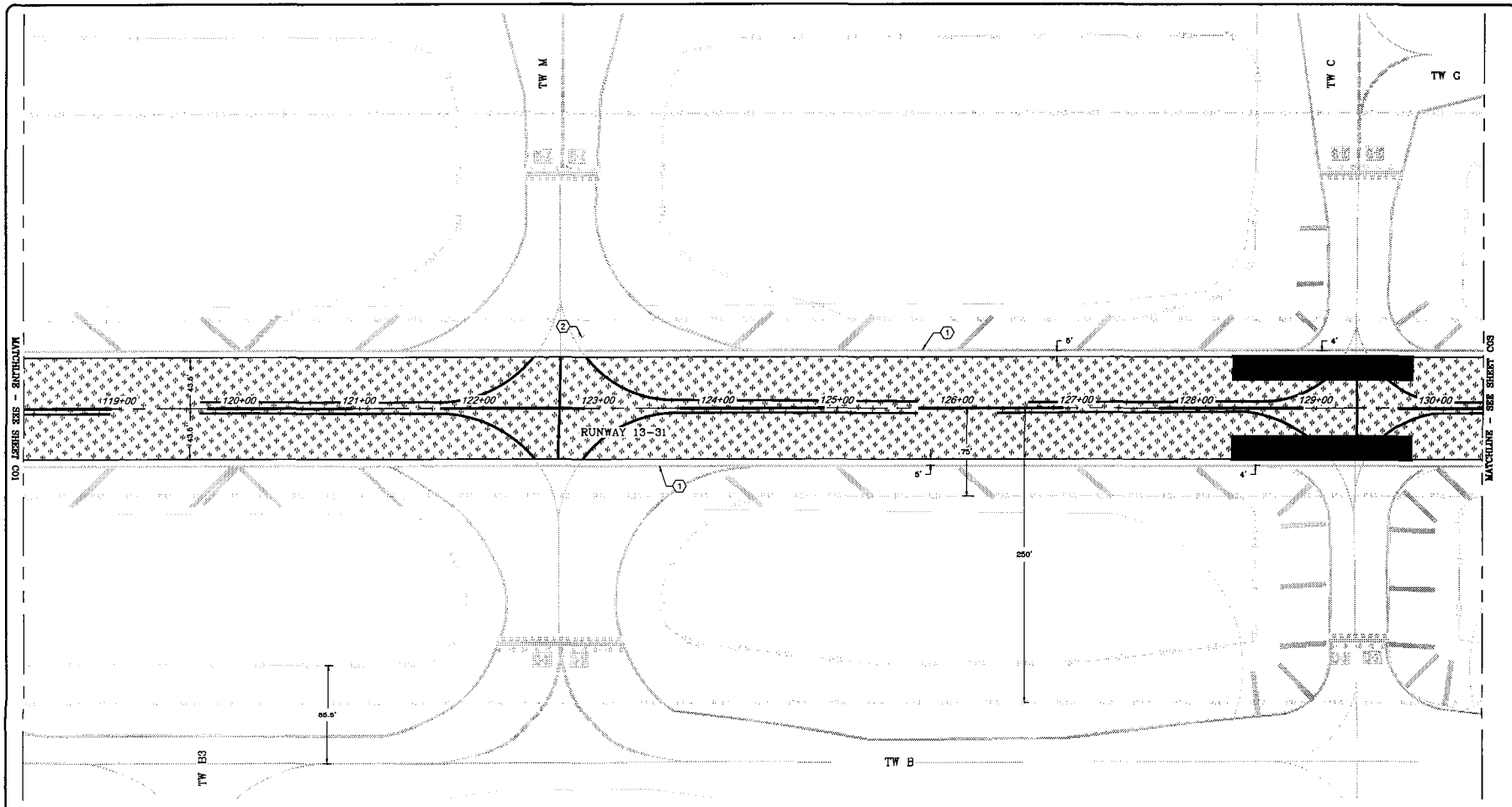
PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
DEMOLITION PLAN
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO. C01
TOTAL: 10
CAD FILE: 12707-MULTI-DEMO
DRAWING FILE NO. 4-145-00

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Friday, February 28, 2025 COLOME, GIADHA

CAM #25-1029
Exhibit 1
Page 258 of 298



LEGEND

REMOVAL OF FOREIGN SUBSTANCES/CONTAMINANTS PER P-101-5.2.

PREPARATION OF ASPHALT PAVEMENT SURFACES PER P-608-R-4.4. SEAL JOINTS AND CRACKS PRIOR TO THE APPLICATION OF SURFACE TREATMENT WITHIN THE WORK LIMITS IN ACCORDANCE WITH ITEM P-101.

KEYNOTES:

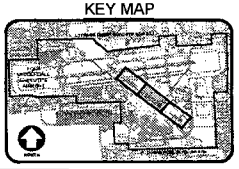
1. CONTRACTOR SHALL PROTECT RUNWAY EDGE MARKINGS WITH A MATERIAL THAT IS ADEQUATE TO PROTECT THE MARKINGS FROM TRACKING AND OVERSPRAY.
2. CONTRACTOR SHALL PROTECT THE IN-PAVEMENT LIGHT FIXTURES WITH A MATERIAL THAT IS ADEQUATE TO PROTECT THE FIXTURES FROM TRACKING AND OVERSPRAY.

DEMOLITION NOTES:

1. PRIOR TO THE COMMENCEMENT OF THE P-608 SURFACE PREPARATION, CONTRACTOR SHALL SCHEDULE A SITE VISIT WITH THE ENGINEER TO INSPECT RUNWAY 13-31 TO ADDRESS ANY OIL SPILLS THAT NEED TO BE CLEANED AND PAVEMENT CRACKS THAT ARE REQUIRED TO BE CRACK SEALED.
2. THE ADDITIONAL PAVEMENT SURFACE PREPARATION LOCATIONS AND DIMENSIONS ARE TO BE FIELD VERIFIED WITH THE CONTRACTOR AND THE ENGINEER PRIOR TO THE COMMENCEMENT OF THE P-608 SURFACE PREPARATION.
3. CONTRACTOR SHALL USE EXTREME CAUTION IN PREVENTING DAMAGE TO PAVEMENT SURFACE WHERE MARKINGS ARE TO BE REMOVED ON EXISTING PAVEMENT TO REMAIN.
4. CONTRACTOR SHALL SURVEY EXISTING PAVEMENT MARKINGS WITHIN THE LIMITS OF WORK AND PROVIDE TO THE RPR FOR APPROVAL PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR SHALL RE-ESTABLISH THE PAVEMENT MARKINGS IN THEIR ORIGINAL LOCATION AT THE CONCLUSION OF ASPHALT SURFACE TREATMENT FOR EACH WORK AREA AND PRIOR TO TURNING THE PAVEMENT OVER TO THE OWNER FOR THE OWNER'S USE. TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALL 24 HRS AFTER COMPLETION OF SURFACE TREATMENT. ALL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH SPECIFICATION ITEM P-620.
6. CRACK REPAIRS SHALL BE COORDINATED WITH THE RPR TO VERIFY AND DETERMINE THE LENGTH, WIDTH AND QUANTITY OF CRACKS TO BE SEALED. CONTRACTOR SHALL NOT EXCEED BID QUANTITY UNLESS OTHERWISE APPROVED BY THE RPR AND AGREED UPON PRIOR TO COMMENCEMENT OF WORK. CRACK SEALANT SHALL BE ALLOWED TO CURE FOR 24 HOURS PRIOR TO THE APPLICATION OF THE SEAL COATING.
7. CONTRACTOR SHALL PROTECT THE IN-PAVEMENT ELECTRICAL ID TAGS FROM TRACKING AND OVERSPRAY.

40' 0' 40' 80'
GRAPHIC SCALE
(IN FEET)

KEY MAP



BID DOCUMENTS

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA 33309
T 954.535.1870 F 954.230.4955
CA# 4213

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
DEMOLITION PLAN
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO. C02
TOTAL: 19
CAD FILE: 12707-MULTI-DEMO
DRAWING FILE NO. 4-145-00

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

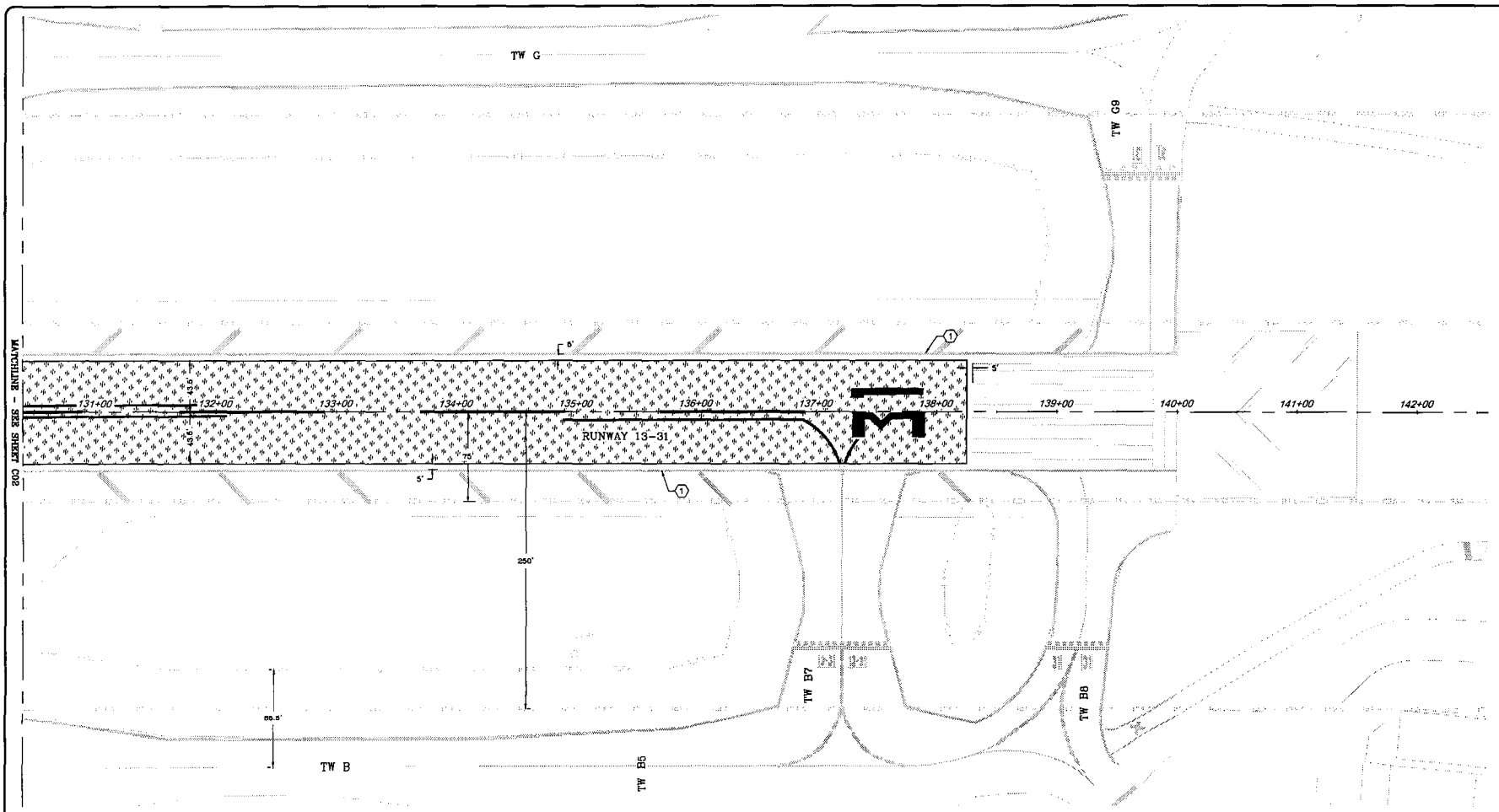
DRAWN BY: GC
DESIGNED BY: RG
CHECKED BY: CP
DATE: 02/28/2025
SCALE: AS NOTED
FIELD BOOK:

ENGINEER:
RAMIRO GODSHALK
FL LIC. #58551
DATE 02/28/2025
TEL: (954) 828-4962

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Friday, February 28, 2025 COLOME, GIADHA



LEGEND

REMOVAL OF FOREIGN SUBSTANCES/CONTAMINANTS PER P-101-5.2.

PREPARATION OF ASPHALT PAVEMENT SURFACES PER P-608-R-4.4. SEAL JOINTS AND CRACKS PRIOR TO THE APPLICATION OF SURFACE TREATMENT WITHIN THE WORK LIMITS IN ACCORDANCE WITH ITEM P-101.

KEYNOTES:

1. CONTRACTOR SHALL PROTECT RUNWAY EDGE MARKINGS WITH A MATERIAL THAT IS ADEQUATE TO PROTECT THE MARKINGS FROM TRACKING AND OVERSPRAY.
2. CONTRACTOR SHALL PROTECT THE IN-PAVEMENT LIGHT FIXTURES WITH A MATERIAL THAT IS ADEQUATE TO PROTECT THE FIXTURES FROM TRACKING AND OVERSPRAY.

DEMOLITION NOTES:

1. PRIOR TO THE COMMENCEMENT OF THE P-608 SURFACE PREPARATION, CONTRACTOR SHALL SCHEDULE A SITE VISIT WITH THE ENGINEER TO INSPECT RUNWAY 13-31 TO ADDRESS ANY OIL SPILLS THAT NEED TO BE CLEANED AND PAVEMENT CRACKS THAT ARE REQUIRED TO BE CRACK SEALED.
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7. CONTRACTOR SHALL PROTECT THE IN-PAVEMENT ELECTRICAL ID TAGS FROM TRACKING AND OVERSPRAY.

GRAPHIC SCALE (IN FEET)
40' 0' 40' 80'

KEY MAP

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
T: 954.535.1878 F:954.233.4953
CA# 4213

BID DOCUMENTS

ENGINEER: RABIEH DUSSANT FL P.E. No. 85351 DATE: 02/28/2025 TEL: (954) 233-4952

DRAWN BY:	DATE:
CC	02/28/2025
DESIGNED BY:	SCALE:
RD	AS NOTED
CHECKED BY:	
CP	
FIELD BOOK:	

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	CHK'D	DESCRIPTION

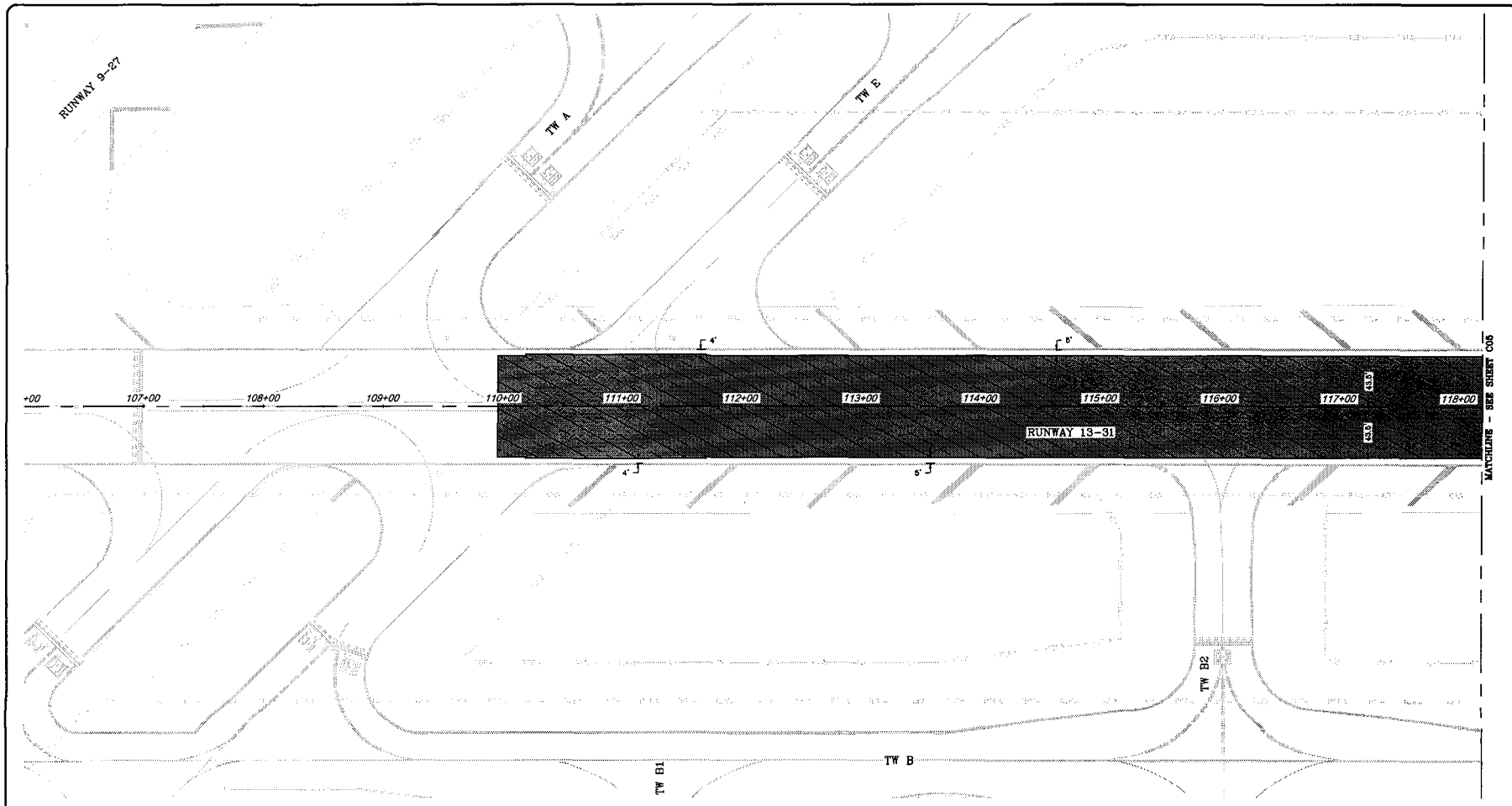
REVISIONS

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
DEMOLITION PLAN
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO. C03
TOTAL: 19
CAD FILE: 12707-MULTI-DEMO
DRAWING FILE NO. 4-145-00
CAM #25-1029 Exhibit 1 Page 261 of 288

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Friday, February 28, 2025 COLOME, GIACHA



LEGEND

P-608-R RAPID CURE SEAL COAT

RUNWAY SAFETY AREA

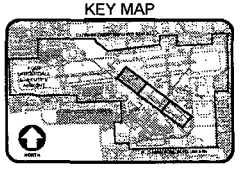
RUNWAY OBJECT FREE AREA

PAVING AND GEOMETRY NOTES:

1. SEE GEOMETRIC CONTROL PLAN IN SHEET G08 FOR PROPOSED STAKING INFORMATION.
2. PROTECT ALL IN-PAVEMENT FIXTURES, LIGHTS, AND UTILITY FEATURES FROM THE SURFACE TREATMENT APPLICATION.
3. CONTRACTOR SHALL IMMEDIATELY CLEAN UP ANY P-608 OVERSPRAY ONTO EXISTING PAVEMENT MARKINGS.

40' 0' 40' 80'
GRAPHIC SCALE
(IN FEET)

KEY MAP



BID DOCUMENTS

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
T. 954.535.1676 F.954.233.4953
CA# 4213

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

DRAWN BY: GC | DATE: 02/28/2025
DESIGNED BY: RG | SCALE: AS NOTED
CHECKED BY: CP | FIELD BOOK:

ENGINEER: RAMIRO GOGLIANI, P.E. NO. 69531, DATE: 02/28/2025
TEL: (954) 335-1482

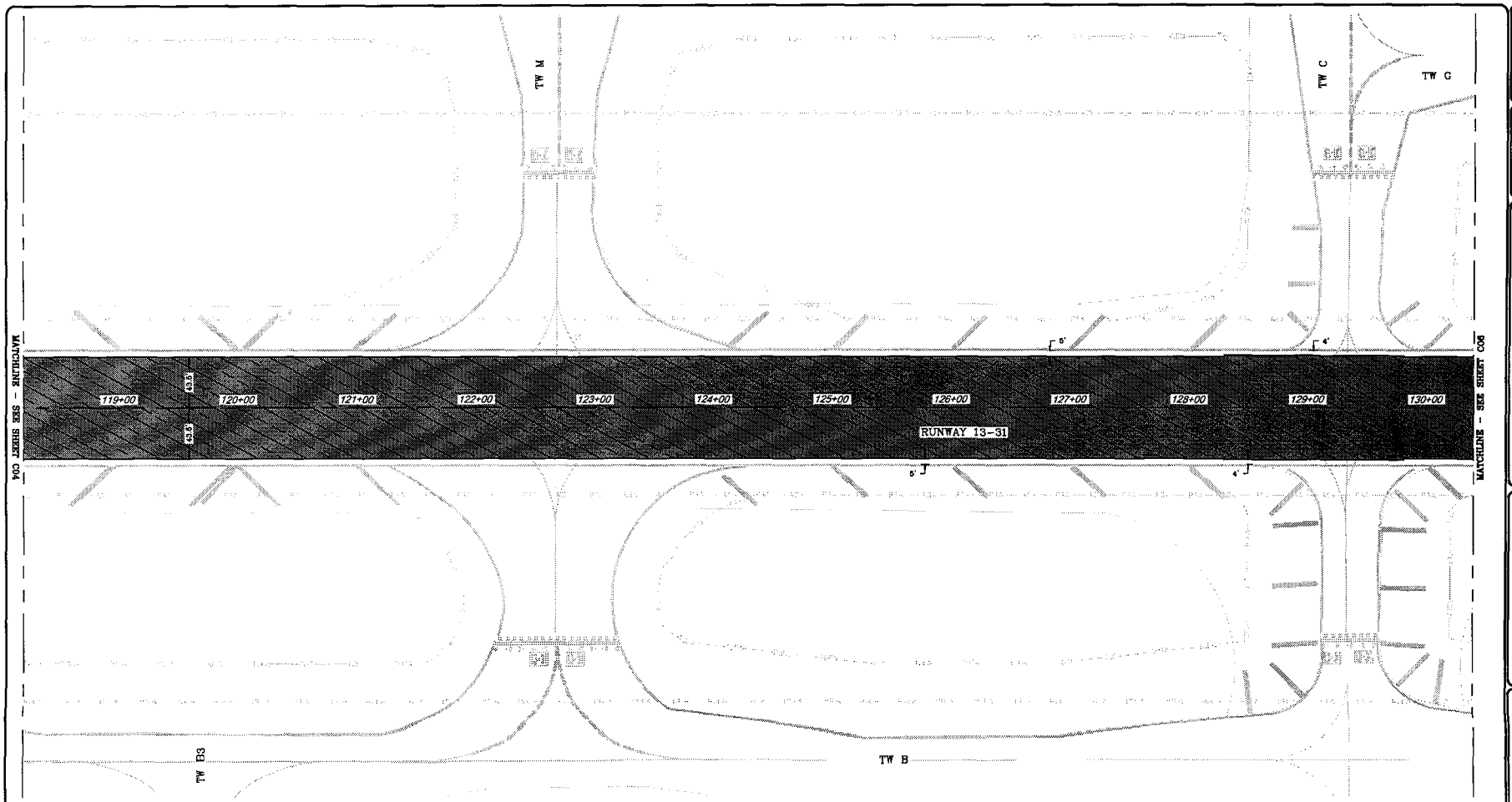
PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
PAVEMENT SEALING PLAN
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO. C04
TOTAL: 19
CAD FILE: 12707-MULTI-GEOM
DRAWING FILE NO. 4-145-00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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Friday, February 28, 2025 COLOME, GIADHA

CAM #25-1529
Exhibit 1
Page 342 of 299



LEGEND

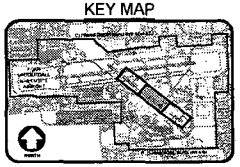
- P-608R RAPID CURE SEAL COAT
- RUNWAY SAFETY AREA
- RUNWAY OBJECT FREE AREA

PAVING AND GEOMETRY NOTES:

1. SEE GEOMETRIC CONTROL PLAN IN SHEET G08 FOR PROPOSED STAKING INFORMATION.
2. PROTECT ALL IN-PAVEMENT FIXTURES, LIGHTS, AND UTILITY FEATURES FROM THE SURFACE TREATMENT APPLICATION.
3. CONTRACTOR SHALL IMMEDIATELY CLEAN UP ANY P-608 OVERSPRAY ONTO EXISTING PAVEMENT MARKINGS.

GRAPHIC SCALE (IN FEET)
40' 0' 40' 80'

KEY MAP



BID DOCUMENTS

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
T: 954.535.1878 F:954.233.4953
CA# 4213

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
PAVEMENT SEALING PLAN
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO. C05
TOTAL: 19
CAD FILE: 12707-MULTI-GEOM
DRAWING FILE NO. 4-145-00

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

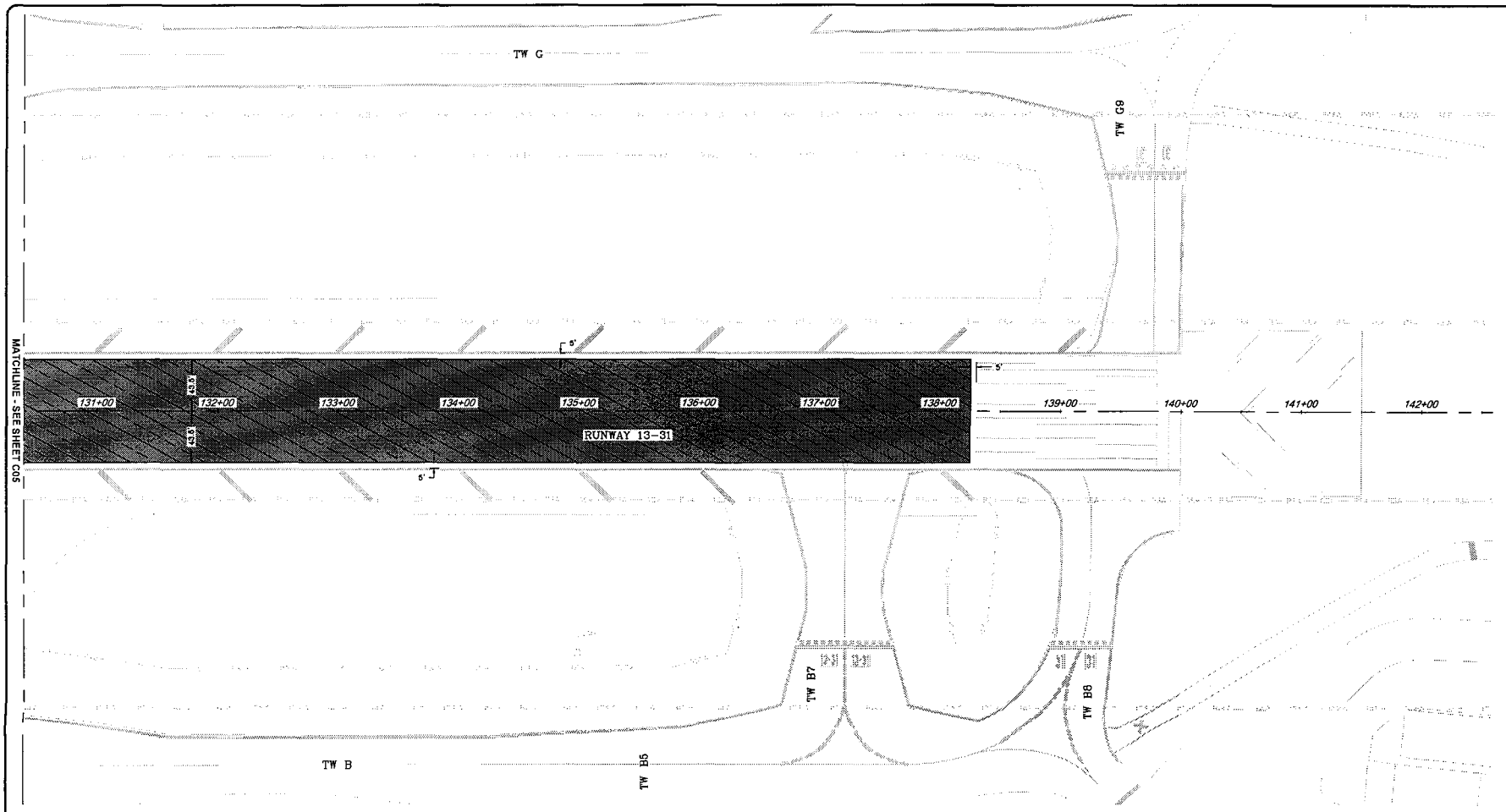
DRAWN BY:	DATE:
GC	02/28/2025
DESIGNED BY:	SCALE:
RD	AS NOTED
CHECKED BY:	
CP	
FIELD BOOK:	

ENGINEER: RAIDEL DUSSANT, P.E. No. 85351, DATE: 02/28/2025
TEL: (954) 253-4058

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

C:\PWWORKING\EAST01\D4070916\12707-MULTI-GEOM.DWG
Friday, February 28, 2025 COLOME, GIADHA

CAM #25-1029
Exhibit 1
Page 243 of 298



LEGEND

P-608R RAPID CURE SEAL COAT

RUNWAY SAFETY AREA

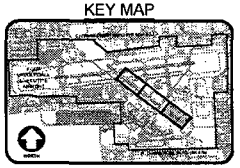
RUNWAY OBJECT FREE AREA

PAVING AND GEOMETRY NOTES:

1. SEE GEOMETRIC CONTROL PLAN IN SHEET G08 FOR PROPOSED STAKING INFORMATION.
2. PROTECT ALL IN-PAVEMENT FIXTURES, LIGHTS, AND UTILITY FEATURES FROM THE SURFACE TREATMENT APPLICATION.
3. CONTRACTOR SHALL IMMEDIATELY CLEAN UP ANY P-608 OVERSPRAY ONTO EXISTING PAVEMENT MARKINGS.

40' 0' 40' 80'
GRAPHIC SCALE
(IN FEET)

KEY MAP



BID DOCUMENTS

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA 33309
T. 954.536.1878 F.954.233.4953
CA# 4213

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
PAVEMENT SEALING PLAN
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO.
C06
TOTAL: 19
CAD FILE: 12707-MULTI-GEOM
DRAWING FILE NO. 4-145-00

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

DRAWN BY: GC | DATE: 02/28/2025
DESIGNED BY: RG | SCALE: AS NOTED
CHECKED BY: CP
FIELD BOOK:

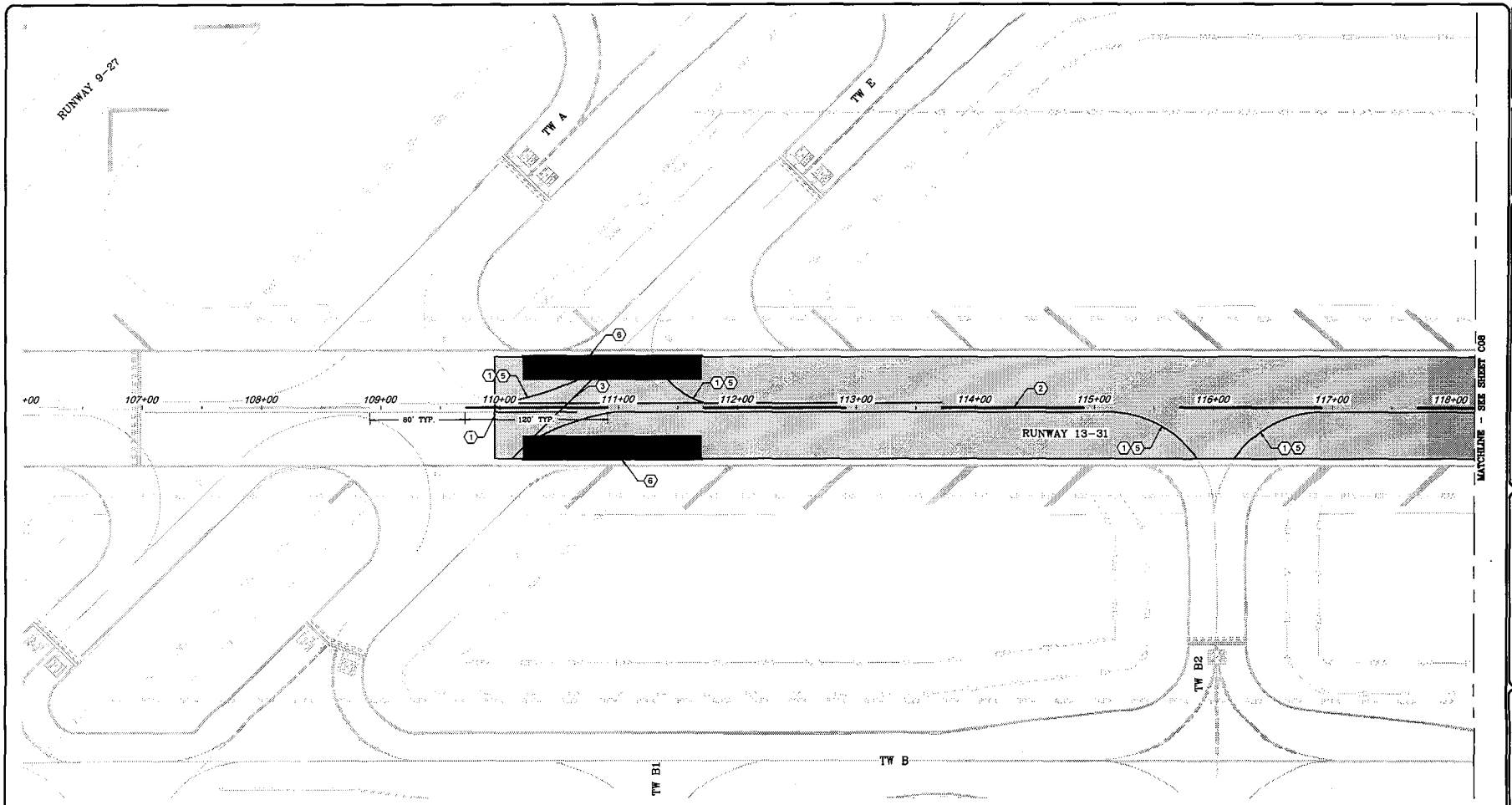
ENGINEER: RASHEL DOSSANT FL REG. NO. 88951 DATE 02/28/2025
TEL: (954) 828-4962

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

C:\PWWORKING\EASTOI\D4070916\I2707-MULTI-GEOM.DWG

Friday, February 28, 2025 COLOME, GIADHA

CAM #25-1029
Exhibit 1
Page 244 of 268



KEYNOTES:

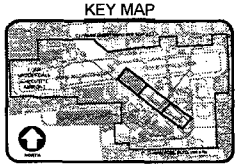
1. TAXIWAY/RUNWAY INTERSECTION MARKING. SEE DETAIL 1 ON SHEET C10.
2. RUNWAY CENTERLINE MARKING. SEE DETAIL 2 ON SHEET C10.
3. TAXIWAY CENTERLINE MARKING. SEE DETAIL 3 ON SHEET C10.
4. RUNWAY LANDING DESIGNATOR MARKING. SEE DETAIL 4 ON SHEET C10.
5. MAINTAIN EXISTING MARKING RADIUS TO THE LIMITS SHOWN.
6. RUNWAY AIMING POINT MARKINGS. SEE DETAIL 6 ON SHEET C10.

MARKING NOTES:

1. PREPARE SURFACES IN ACCORDANCE WITH SPECIFICATION P-620 PRIOR TO APPLYING MARKINGS.
2. TEMPORARY MARKINGS ARE REQUIRED ONLY IN LOCATIONS WHERE THE EXISTING MARKINGS WERE DESTROYED OR NEW MARKING CONFIGURATION IS PROPOSED.
3. TEMPORARY MARKINGS ARE NOT REQUIRED WHERE EXISTING MARKINGS ARE BEING REAPPLIED.
4. BLACK BORDERS ARE NOT TO BE APPLIED AS PART OF THE TEMPORARY MARKINGS.
5. FOR MARKINGS SPECIFIED TO BE RE-APPLIED IN THE SAME LAYOUT AS THE EXISTING CONDITION, CONTRACTOR MUST PROVIDE SUFFICIENT FIELD SURVEY TO RE-ESTABLISH THE MARKING LAYOUT AFTER THE MARKING IS REMOVED DURING CONSTRUCTION.
6. CONTRACTOR SHALL LAYOUT ALL MARKINGS FOR RPR APPROVAL PRIOR TO PROCEEDING WITH THE MARKING APPLICATION.
7. BLACK BORDER ON MARKINGS NOT SHOWN FOR CLARITY

GRAPHIC SCALE (IN FEET)
40' 0' 40' 80'

KEY MAP



BID DOCUMENTS

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
T. 954.536.1879 F. 954.233.4953
CA# 4213

ENGINEER: RAIEEE. DOSSANT
REG. No: 69651
DATE: 02/28/2025
TEL: (954) 233-1054

DRAWN BY:	DATE:
OC	02/28/2025
DESIGNED BY:	SCALE:
RD	AS NOTED
CHECKED BY:	
CP	
FIELD BOOK:	

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

REVISIONS

NO.	DATE	BY	CHKD	DESCRIPTION

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
MARKING PLANS
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO.
C07

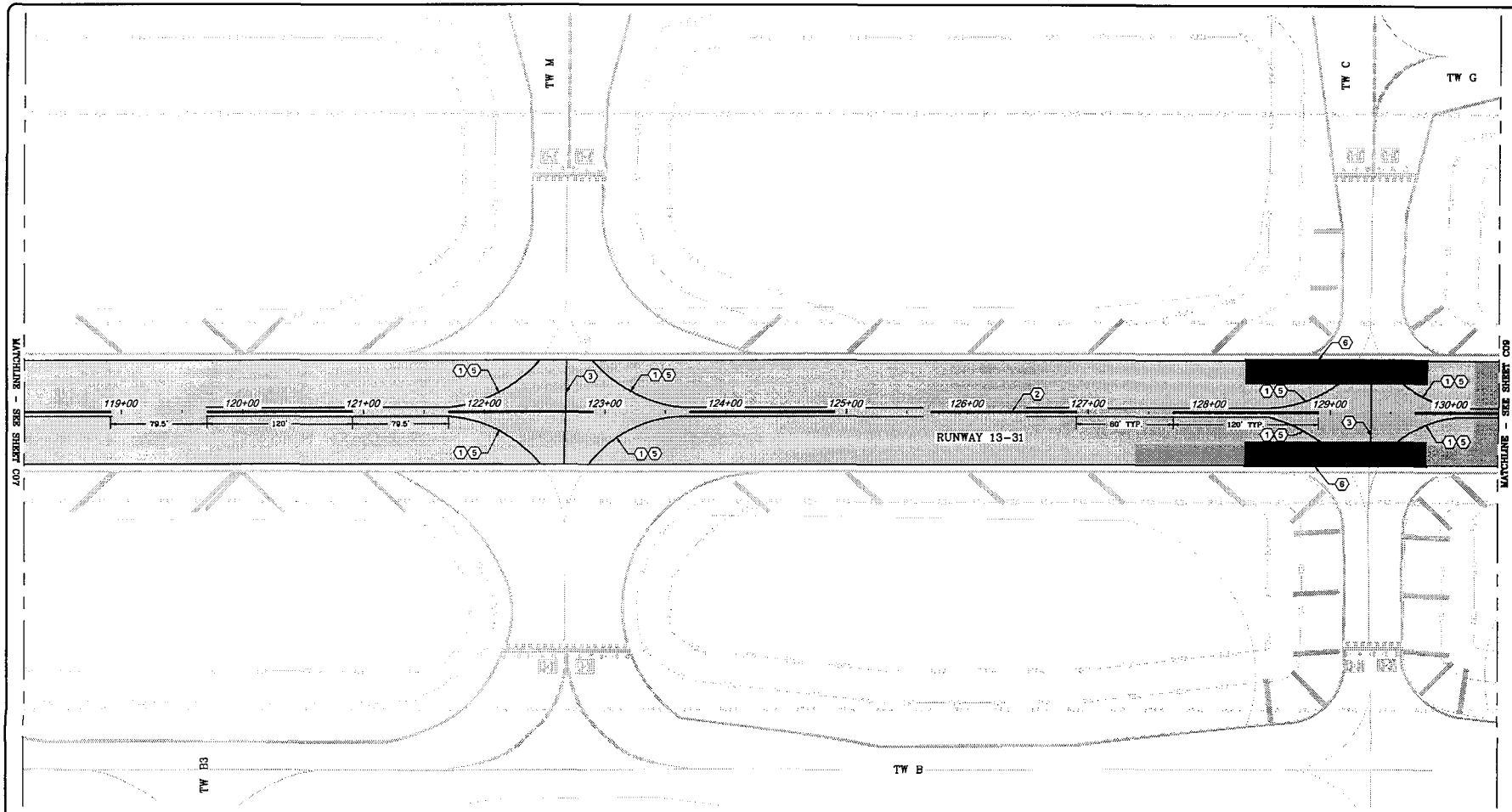
TOTAL:	19
CAD FILE:	12707-MULTI-MARK
DRAWING FILE NO.	4-145-00

CAM #25-1029
Exhibit 1
Page 245 of 268

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Friday, February 28, 2025 COLOME, GIADHA



KEYNOTES:

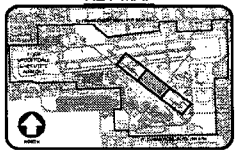
1. TAXIWAY/RUNWAY INTERSECTION MARKING, SEE DETAIL 1 ON SHEET C10.
2. RUNWAY CENTERLINE MARKING. SEE DETAIL 2 ON SHEET C10.
3. TAXIWAY CENTERLINE MARKING. SEE DETAIL 3 ON SHEET C10.
4. RUNWAY LANDING DESIGNATOR MARKING. SEE DETAIL 4 ON SHEET C10.
5. MAINTAIN EXISTING MARKING RADIUS TO THE LIMITS SHOWN.
6. RUNWAY AIMING POINT MARKINGS. SEE DETAIL 6 ON SHEET C10.

MARKING NOTES:

1. PREPARE SURFACES IN ACCORDANCE WITH SPECIFICATION P-620 PRIOR TO APPLYING MARKINGS.
2. TEMPORARY MARKINGS ARE REQUIRED ONLY IN LOCATIONS WHERE THE EXISTING MARKINGS WERE DESTROYED OR NEW MARKING CONFIGURATION IS PROPOSED.
3. TEMPORARY MARKINGS ARE NOT REQUIRED WHERE EXISTING MARKINGS ARE BEING REAPPLIED.
4. BLACK BORDERS ARE NOT TO BE APPLIED AS PART OF THE TEMPORARY MARKINGS.
5. FOR MARKINGS SPECIFIED TO BE RE-APPLIED IN THE SAME LAYOUT AS THE EXISTING CONDITION, CONTRACTOR MUST PROVIDE SUFFICIENT FIELD SURVEY TO RE-ESTABLISH THE MARKING LAYOUT AFTER THE MARKING IS REMOVED DURING CONSTRUCTION.
6. CONTRACTOR SHALL LAYOUT ALL MARKINGS FOR RPR APPROVAL PRIOR TO PROCEEDING WITH THE MARKING APPLICATION.
7. BLACK BORDER ON MARKINGS NOT SHOWN FOR CLARITY

40' 0' 40' 80'
GRAPHIC SCALE
(IN FEET)

KEY MAP



HDR
HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
T. 954.535.1876 F.954.230.4953
CA# 4213

BID DOCUMENTS

ENGINEER: RAMIRO DORSAINT
FL REG. NO. 69551
DATE: 02/28/2025
TEL: (954) 332-4964

DRAWN BY: CC
DESIGNED BY: RD
CHECKED BY: CP
DATE: 02/28/2025
SCALE: AS NOTED
FIELD BOOK:

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

REVISIONS

NO.	DATE	BY	CHKD	DESCRIPTION

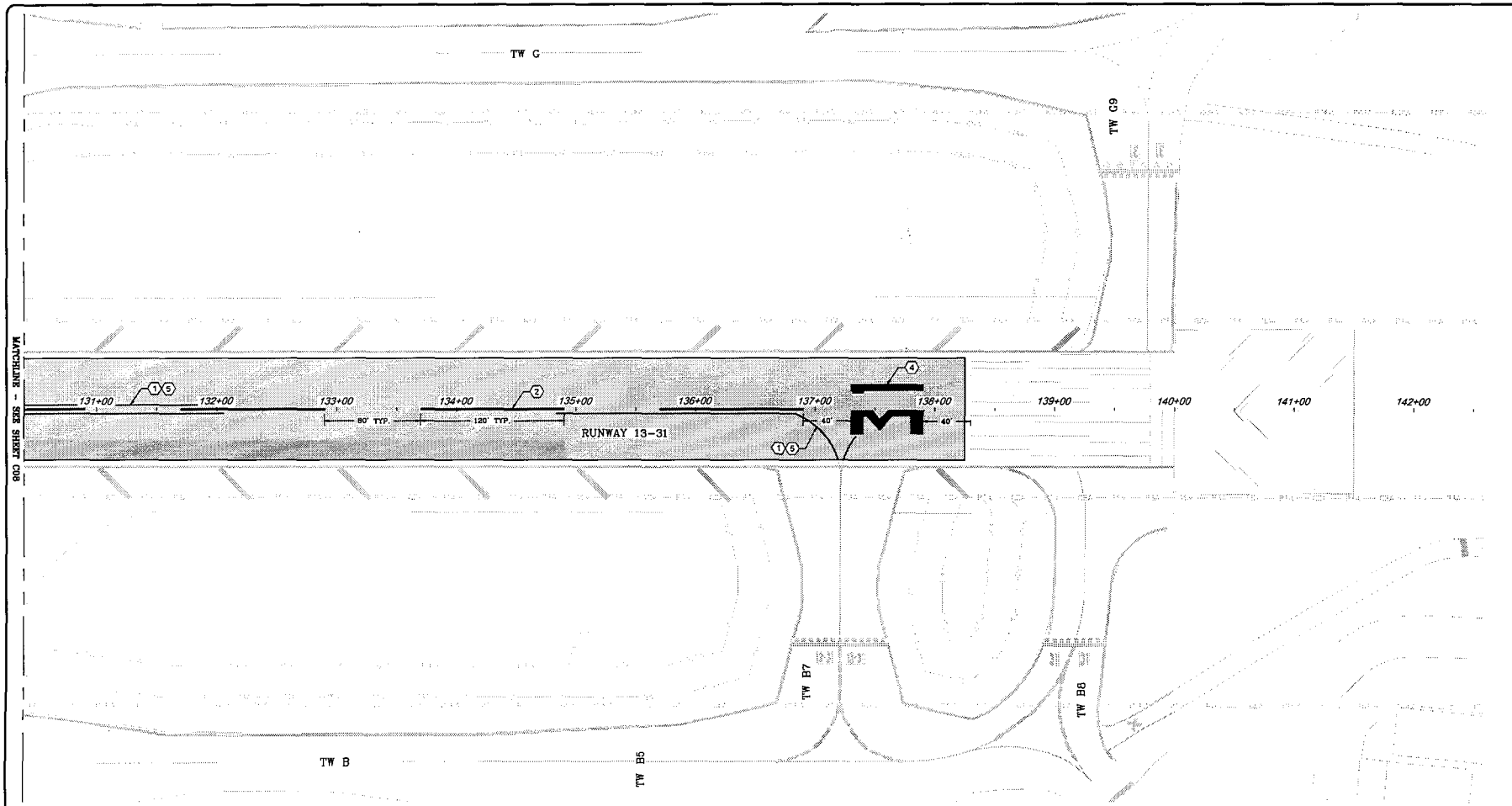
PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
MARKING PLANS
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO.
C08
TOTAL: 19
CAD FILE: 12707-MULTI-MARK
DRAWING FILE NO. 4-145-00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

C:\PWWORKING\EASTD\D4070916\12707-MULTI-MARK.DWG
Friday, February 28, 2025 COLOME, GIADHA

CAM #25-1629
Exhibit 1
Page 240 of 288



KEYNOTES:

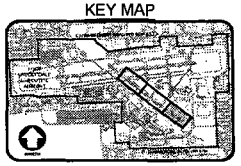
1. TAXIWAY/RUNWAY INTERSECTION MARKING, SEE DETAIL 1 ON SHEET C10.
2. RUNWAY CENTERLINE MARKING. SEE DETAIL 2 ON SHEET C10.
3. TAXIWAY CENTERLINE MARKING. SEE DETAIL 3 ON SHEET C10.
4. RUNWAY LANDING DESIGNATOR MARKING. SEE DETAIL 4 ON SHEET C10.
5. MAINTAIN EXISTING MARKING RADIUS TO THE LIMITS SHOWN.
6. RUNWAY AIMING POINT MARKINGS. SEE DETAIL 6 ON SHEET C10.

MARKING NOTES:

1. PREPARE SURFACES IN ACCORDANCE WITH SPECIFICATION P-620 PRIOR TO APPLYING MARKINGS.
2. TEMPORARY MARKINGS ARE REQUIRED ONLY IN LOCATIONS WHERE THE EXISTING MARKINGS WERE DESTROYED OR NEW MARKING CONFIGURATION IS PROPOSED.
3. TEMPORARY MARKINGS ARE NOT REQUIRED WHERE EXISTING MARKINGS ARE BEING REAPPLIED.
4. BLACK BORDERS ARE NOT TO BE APPLIED AS PART OF THE TEMPORARY MARKINGS.
5. FOR MARKINGS SPECIFIED TO BE RE-APPLIED IN THE SAME LAYOUT AS THE EXISTING CONDITION, CONTRACTOR MUST PROVIDE SUFFICIENT FIELD SURVEY TO RE-ESTABLISH THE MARKING LAYOUT AFTER THE MARKING IS REMOVED DURING CONSTRUCTION.
6. CONTRACTOR SHALL LAYOUT ALL MARKINGS FOR RPR APPROVAL PRIOR TO PROCEEDING WITH THE MARKING APPLICATION.
7. BLACK BORDER ON MARKINGS NOT SHOWN FOR CLARITY

40' 0' 40' 80'
GRAPHIC SCALE (IN FEET)

KEY MAP



BID DOCUMENTS

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
T: 954.535.1878 F:954.233.4953
CA# 4213

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
MARKING PLANS
6000 NW 21ST AVE, FORT LAUDERDALE, FL

NO.	DATE	BY	CHK'D	DESCRIPTION

REVISIONS

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

DRAWN BY: OC
DESIGNED BY: RG
CHECKED BY: CP
DATE: 02/28/2025
SCALE: AS NOTED
FIELD BOOK:

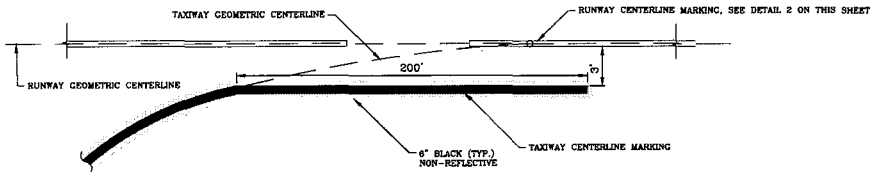
ENGINEER: RAZIEL DISSANT
FL REG. No. 85551
DATE: 02/28/2025
TEL: (954) 233-4953

SHEET NO. C09
TOTAL: 19
CAD FILE: 12707-MULTI-MARK
DRAWING FILE NO. 4-145-00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

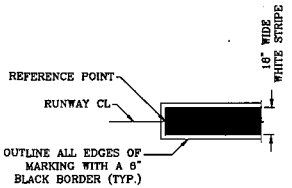
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Friday, February 28, 2025 COLOME, GIADHA

CAM #25-1029
Exhibit
Page 247 of 249



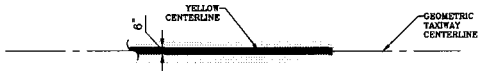
NOTES:
1. FINAL TAXIWAY CENTERLINE MARKINGS SHALL BE YELLOW WITH GLASS BEADS PER TABLE 1 ON P-620.
2. A 6" BLACK BORDER OR BACKGROUND SHALL BE APPLIED TO FINAL MARKINGS AS SHOWN.
3. PAYMENT FOR FINAL MARKING INSTALLATION SHALL BE MADE UNDER SPEC P-620.
4. TEMPORARY MARKING INSTALLATION SHALL NOT INCLUDE A 6" BLACK BORDER.
5. PAYMENT FOR TEMPORARY MARKING INSTALLATION SHALL BE MADE UNDER SPEC P-620.
6. ALL RUNWAY MARKINGS ARE SYMMETRICAL WITH RESPECT TO THE RUNWAY CENTERLINE. DIMENSIONS INDICATED FOR MARKINGS DO NOT INCLUDE THE 6" BLACK BORDER.

① TAXIWAY/RUNWAY INTERSECTION MARKING DETAIL
NOT TO SCALE



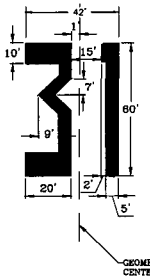
NOTES:
1. ALL RUNWAY CENTERLINE MARKINGS SHALL BE WHITE WITH GLASS BEADS PER TABLE 1 ON P-620.

② RUNWAY 13-31 CENTERLINE MARKING DETAIL
NOT TO SCALE



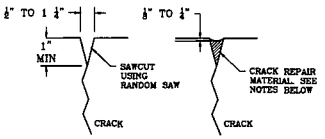
NOTES:
1. ALL TAXIWAY CENTERLINE MARKINGS SHALL BE YELLOW WITH GLASS BEADS PER TABLE 1 ON P-620.
2. A 6" BLACK BORDER OR BACKGROUND SHALL BE APPLIED TO FINAL MARKINGS AS SHOWN.
3. DIMENSIONS SHOWN DO NOT INCLUDE 6" NON-REFLECTIVE BLACK OUTLINE.

③ TAXIWAY CENTERLINE MARKING DETAIL
NOT TO SCALE



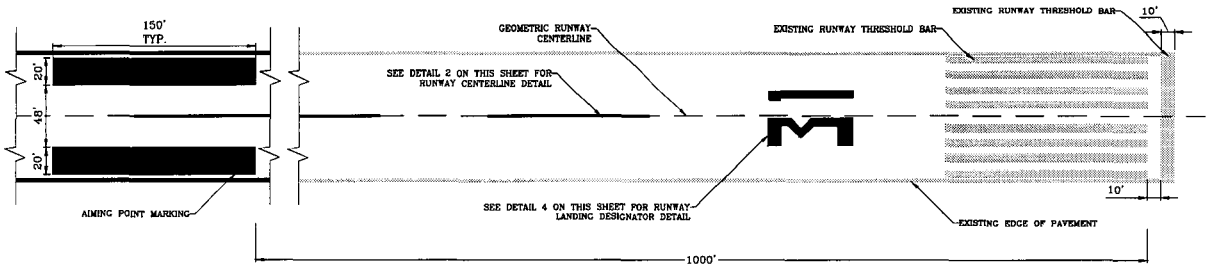
NOTES:
1. RUNWAY DESIGNATOR NUMERALS AND LETTER SHALL BE WHITE WITH GLASS BEADS PER TABLE 1 ON P-620.
2. A 6" BLACK BORDER SHALL BE APPLIED TO FINAL MARKINGS.
3. PAYMENT FOR FINAL AND TEMPORARY MARKING INSTALLATION SHALL BE MADE UNDER SPEC P-620.
4. ALL RUNWAY MARKINGS ARE SYMMETRICAL WITH RESPECT TO THE RUNWAY CENTERLINE. DIMENSIONS INDICATED FOR MARKINGS DO NOT INCLUDE THE 6" BLACK BORDER.

④ RUNWAY LANDING DESIGNATOR
NOT TO SCALE



NOTES:
1. CRACK AND JOINT REPAIR SHALL BE IN ACCORDANCE WITH SPECIFICATION ITEM P-101.
2. CRACK REPAIR MATERIAL SHALL BE HOT APPLIED FOR ASPHALT PAVEMENT MEETING THE REQUIREMENTS OF ASTM D6690.
3. ALL COSTS RELATED TO CRACK REPAIR SHALL BE INCLUDED UNDER PAY ITEM P-101-5.2.

⑤ CRACK REPAIR IN ASPHALT PAVEMENT DETAIL
NOT TO SCALE



NOTES:
1. THE RUNWAY AIMING POINT MARKINGS SHALL BE WHITE WITH GLASS BEADS PER TABLE 1 ON P-620.
2. ALL RUNWAY MARKINGS SHALL HAVE 6" BLACK BORDER.
3. ALL RUNWAY MARKINGS ARE SYMMETRICAL WITH RESPECT TO THE RUNWAY CENTERLINE. DIMENSIONS INDICATED FOR MARKINGS DO NOT INCLUDE THE 6" BLACK BORDER.

⑥ RUNWAY 13-31 AIMING POINT MARKINGS
NOT TO SCALE

GENERAL MARKING DETAIL NOTES:
1. REFLECTIVE MEDIA (GLASS BEADS) SHALL BE APPLIED FOR EACH PAINT TYPE IN ACCORDANCE WITH SPECIFICATION P-620.
2. ALL PERMANENT TAXIWAY STRIPING SHALL HAVE A 6" BLACK OUTLINE.
3. MEASURED QUANTITY PAID TO THE CONTRACTOR SHALL BE ACCORDING TO SPECIFICATION P-620.
4. DIMENSIONS PROVIDED FOR GENERAL GUIDANCE ONLY. CONTRACTOR SHALL MATCH EXISTING LAYOUT.
5. THE MARKINGS SHALL BE REFRESHED PER EXISTING LAYOUT.
5. PAYMENT FOR FINAL MARKING INSTALLATION SHALL BE MADE UNDER SPEC P-620.
6. PAYMENT FOR TEMPORARY MARKING INSTALLATION SHALL BE MADE UNDER SPEC P-620.
7. ALL RUNWAY MARKINGS SHALL HAVE 6" BLACK BORDER.
8. ALL RUNWAY MARKINGS ARE SYMMETRICAL WITH RESPECT TO THE RUNWAY CENTERLINE. DIMENSIONS INDICATED FOR MARKINGS DO NOT INCLUDE THE 6" BLACK BORDER.

BID DOCUMENTS

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA 33309
T. 954.536.1578 F.954.235.4955
CA# 4213

ENGINEER: RANDY E. BOSSART, P.E. No. 59831 DATE: 02/28/2025
TEL: (954) 828-4982

DRAWN BY:	DATE:
GC	02/28/2025
DESIGNED BY:	SCALE:
RO	AS NOTED
CHECKED BY:	
CP	

FIELD BOOK:

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
MARKING AND CRACK REPAIR DETAILS
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO.
C10
TOTAL: 19
CAD FILE: 12707-C10-DETL
DRAWING FILE NO. 4-145-00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

CAM #25-1029
Exhibit 1
Page 248 of 288

C:\PWORKING\EASIO\D0705916\I2707-C10-DETL.DWG
Friday, February 28, 2025 COLOME, GIADHA

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. ***(Only applicable if purchasing real property)*** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: _____ Title:_____ Entity: _____

Signature: _____ Date: _____

NOTARY PUBLIC ACKNOWEDGEMENT SECTION

STATE OF _____

COUTY OF _____

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this ____ day of _____20__, by _____, as

_____ for _____, who is

personally known to me or who has produced _____as identification.

Notary Public Signature: _____ (Notary Seal)

Print Name:_____ My commission expires:_____

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:

Telephone: Fax:

E-Mail Address:

What was the last project of this nature which you completed? Include the year, description, and contract value.

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

How many years has your organization been in business?

Have you ever failed to complete work awarded to you; if so, where and why?

The name of the qualifying agent for the firm and his position is:

Certificate of Competency Number of Qualifying Agent:

Effective Date: Expiration Date:

Licensed in:

Engineering Contractor's License # (County/State)

Expiration Date:

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a)

b)

c)

d)

e)

f)

g)

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

4. What equipment will you purchase for the proposed work?

5. What equipment will you rent for the proposed work?

CONSTRUCTION BID CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Check box if your firm qualifies for MBE / SBE / WBE: ☐

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

Name	**Title**	**Name**	**Title**
Name	**Title**	**Name**	**Title**

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed) Signature

Date Title

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

____ MasterCard

____ Visa

_____

Company Name

_____ _____

Name (Printed) Signature

_____ _____

Title Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883

Definitions

a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) _____ Business Name

is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(2) _____ Business Name

is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(3) _____ Business Name

is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4) _____ Business Name

is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5) _____ Business Name

is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE

E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: _____

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
_____	_____
_____	_____
	_____
	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

_____ _____

Authorized Signature Title

_____ _____

Name (Printed) Date

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

   Contracts. Every Contract exceeding $100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

   The Contract shall include provisions for the following:

   (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.

   (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

_____ _____

Authorized Signature Print Name and Title

_____

Date

BID/EVENT NO. 507 SPECIFIC REFERENCES FORM

The contractor shall have at least ten (10) years previous construction experience in clearing existing pavement, joint and crack repair, pavement marking, and seal coating in the State of Florida. Bidder shall submit proof of experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

Note: Do not include proposed team members or parent/subsidiary companies as references in your submittals.

A. PRIME BIDDER'S NAME: _____

SPECIFIC EXPERIENCE NO.1

Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name : _____

Location of Project: _____

Description of the overall scope:

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

_____

_____

_____

Original Project Budget:_____ Project Final Cost:_____

SPECIFIC EXPERIENCE NO.2

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name : _____

Location of Project: _____

Description of the overall scope:

_____

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

_____

_____

_____

Original Project Budget:_____ Project Final Cost:_____

SPECIFIC EXPERIENCE NO.3

Address: _____

Contact Person: _____

Phone No: (___) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name : _____

Location of Project: _____

Description of the overall scope:

_____

_____

_____

_____

Description of work that was self-performed by Bidder:

_____

_____

_____

_____

Original Project Budget:_____ Project Final Cost:_____

CITY OF FORT LAUDERDALE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 01/13/2025

The undersigned, on behalf of _____,
(Print complete name incorporated with suffix: INC, LLC, LTD, LP, PA, etc.)
a _____ (*State corporation is registered*) _____ (Type of entity: profit or non-profit), ("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is _____.
(Print complete name of corporate officer/authorized representative)
2. I am an ☐ officer or ☐ authorized representative (Select one) of the Nongovernmental Entity. My title is: _____.
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

Office Address: _____

Email Address: _____

Main Phone Number: _____ FEIN No.: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____.
(Print name of corporate officer/representative)

_____
(Signature of Notary Public – State of _____)

(NOTARY SEAL)

_____
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☐

Type of Identification Produced_____

City of Fort Lauderdale • Procurement Services Division
101 NE 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB No. 507

TITLE: Runway 13-31 Pavement Sealing

ISSUED: July 21, 2025

This addendum is being issued to clarify the bid dates:

1. Bid Start Date: Monday, July 21, 2025
   Q & A End Date: Tuesday, August 12, 2025, at 5:00 PM.
   Bid Closing Date: Thursday, August 21, 2025, 2:00 PM EST

All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual
Sr. Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

City of Fort Lauderdale • Procurement Services Division
101 NE 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 2

ITB No. 507

TITLE: Runway 13-31 Pavement Sealing

ISSUED: August 18, 2025

This addendum is being issued to make the following change(s):

1. Revised notes to the Plans have been added as an attachment to the solicitation.
2. The bid closing date has been changed to August 28, 2025, at 2:00 PM.

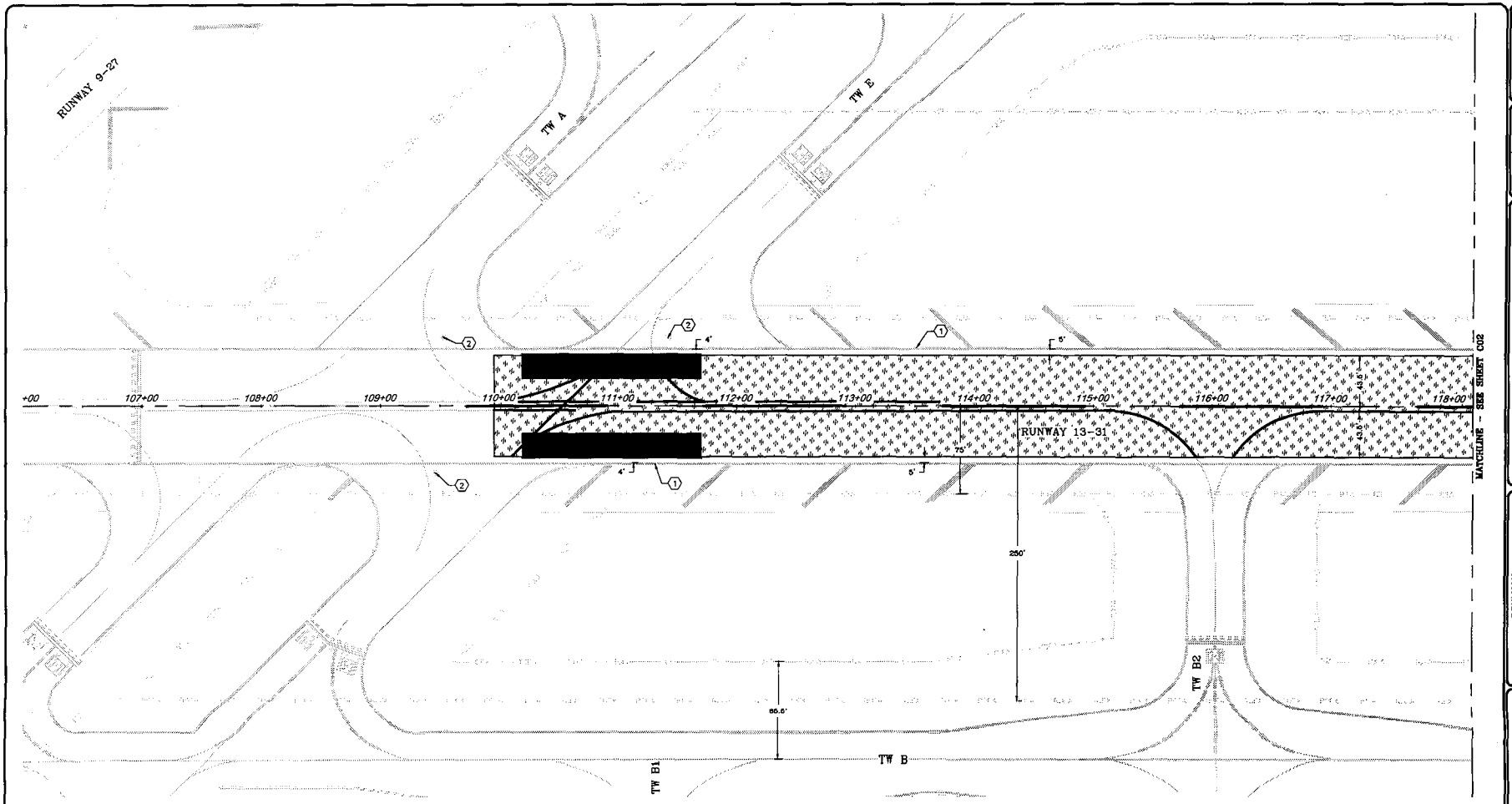
All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual
Sr. Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



LEGEND

REMOVAL OF FOREIGN SUBSTANCES/CONTAMINANTS PER P-101-5.2.

PREPARATION OF ASPHALT PAVEMENT SURFACES PER P-608-R-4.4. SEAL JOINTS AND CRACKS PRIOR TO THE APPLICATION OF SURFACE TREATMENT WITHIN THE WORK LIMITS IN ACCORDANCE WITH ITEM P-101.

KEYNOTES:

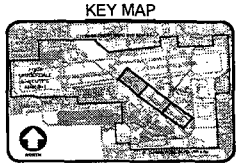
1. CONTRACTOR SHALL PROTECT RUNWAY EDGE MARKINGS WITH A MATERIAL THAT IS ADEQUATE TO PROTECT THE MARKINGS FROM TRACKING AND OVERSPRAY.
2. CONTRACTOR SHALL PROTECT THE IN-PAVEMENT LIGHT FIXTURES WITH A MATERIAL THAT IS ADEQUATE TO PROTECT THE FIXTURES FROM TRACKING AND OVERSPRAY.

DEMOLITION NOTES:

1. PRIOR TO THE COMMENCEMENT OF THE P-608 SURFACE PREPARATION, CONTRACTOR SHALL SCHEDULE A SITE VISIT WITH THE ENGINEER TO INSPECT RUNWAY 13-31 TO ADDRESS ANY OIL SPILLS THAT NEED TO BE CLEANED AND PAVEMENT CRACKS THAT ARE REQUIRED TO BE CRACK SEALED.
2. THE ADDITIONAL PAVEMENT SURFACE PREPARATION LOCATIONS AND DIMENSIONS ARE TO BE FIELD VERIFIED WITH THE CONTRACTOR AND THE ENGINEER PRIOR TO THE COMMENCEMENT OF THE P-608 SURFACE PREPARATION.
3. CONTRACTOR SHALL USE EXTREME CAUTION IN PREVENTING DAMAGE TO PAVEMENT SURFACE WHERE MARKINGS ARE TO BE REMOVED ON EXISTING PAVEMENT TO REMAIN.
4. CONTRACTOR SHALL SURVEY EXISTING PAVEMENT MARKINGS WITHIN THE LIMITS OF WORK AND PROVIDE TO THE RPR FOR APPROVAL PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR SHALL RE-ESTABLISH THE PAVEMENT MARKINGS IN THEIR ORIGINAL LOCATION AT THE CONCLUSION OF ASPHALT SURFACE TREATMENT FOR EACH WORK AREA AND PRIOR TO TURNING THE PAVEMENT OVER TO THE OWNER FOR THE OWNER'S USE. TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AFTER THE P-608-R MATERIAL HAS CURED FOR THE DURATION RECOMMENDED BY THE MANUFACTURER. ALL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH SPECIFICATION ITEM P-620. (1)
6. CRACK REPAIRS SHALL BE COORDINATED WITH THE RPR TO VERIFY AND DETERMINE THE LENGTH, WIDTH AND QUANTITY OF CRACKS TO BE SEALED. CONTRACTOR SHALL NOT EXCEED BID QUANTITY UNLESS OTHERWISE APPROVED BY THE RPR AND AGREED UPON PRIOR TO COMMENCEMENT OF WORK. CRACK SEALANT SHALL BE ALLOWED TO CURE FOR FOR THE DURATION RECOMMENDED BY THE MANUFACTURER PRIOR TO THE APPLICATION OF THE P-608-R MATERIAL. (1)
7. CONTRACTOR SHALL PROTECT THE IN-PAVEMENT ELECTRICAL ID TAGS FROM TRACKING AND OVERSPRAY.

GRAPHIC SCALE (IN FEET)
40' 0' 40' 80'

KEY MAP



BID DOCUMENTS

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
T 954.535.1879 F 954.233.4953
CA# 4213

ENGINEER: RAFAEL DOSSANT FL LIC. No. 69551 DATE: 09/19/2025
TEL: (954) 533-4492

DRAWN BY: OC | DATE: 02/28/2025
DESIGNED BY: RD | SCALE: AS NOTED
CHECKED BY: CP
FIELD BOOK:

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	09/19/25	OC	RD ADDENDUM 1

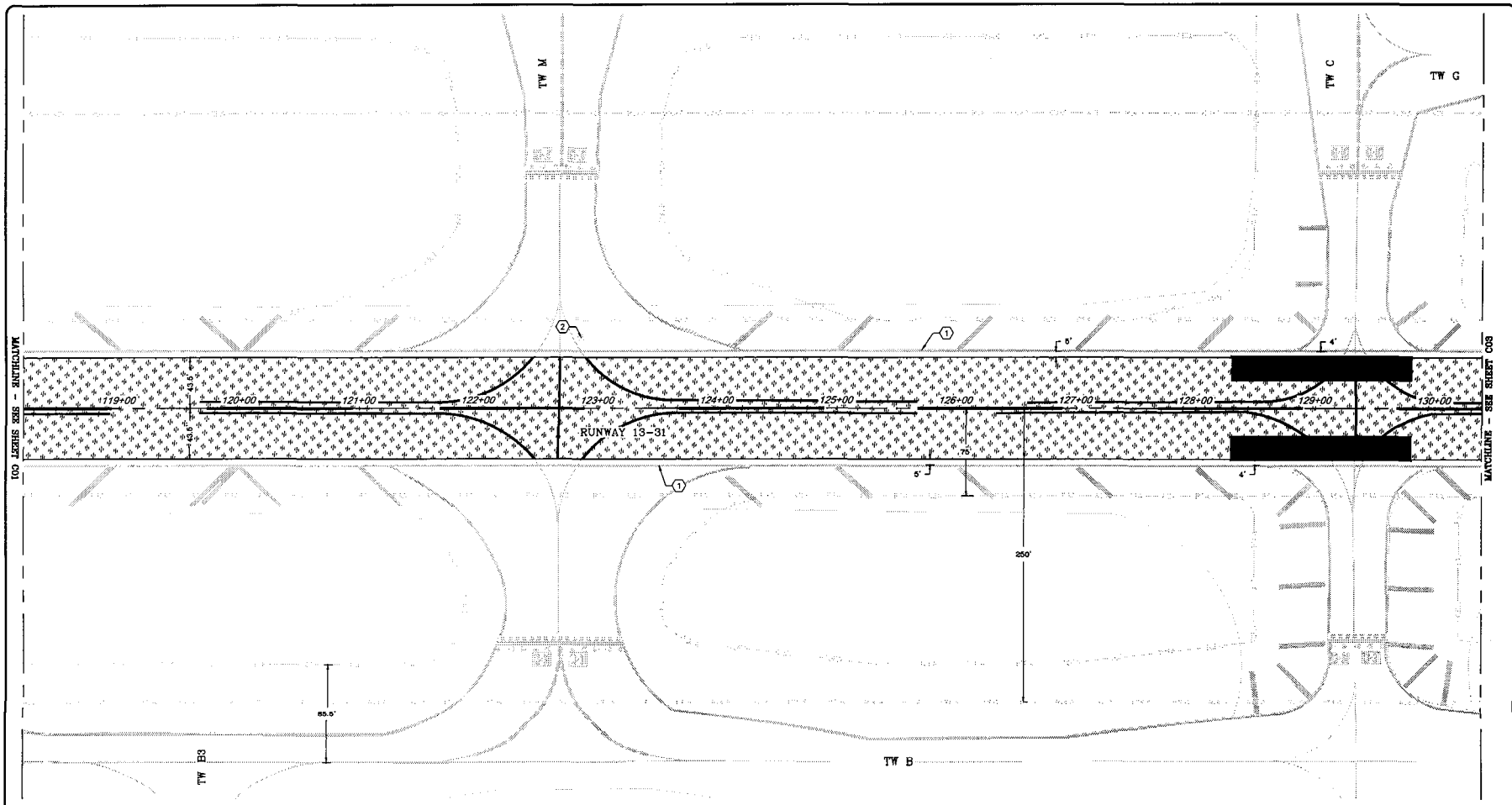
PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
DEMOLITION PLAN
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO. C01
TOTAL: 19
CAD FILE: 12707-MULTI-DEMO
DRAWING FILE NO. 4-145-00

CAM #25-1029 Exhibit 1 Page 205 of 298

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

C:\PWWORKING\EAST01\D4070916\12707-MULTI-DEMO.DWG
Thursday, August 14, 2025 COLOME, GIADHA



LEGEND

REMOVAL OF FOREIGN SUBSTANCES/CONTAMINANTS PER P-101-5.2.

PREPARATION OF ASPHALT PAVEMENT SURFACES PER P-608-R-4.4. SEAL JOINTS AND CRACKS PRIOR TO THE APPLICATION OF SURFACE TREATMENT WITHIN THE WORK LIMITS IN ACCORDANCE WITH ITEM P-101.

KEYNOTES:

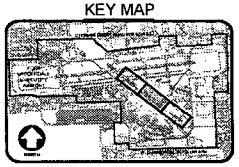
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7. CONTRACTOR SHALL PROTECT THE IN-PAVEMENT ELECTRICAL ID TAGS FROM TRACKING AND OVERSPRAY.

40' 0' 40' 80'
GRAPHIC SCALE (IN FEET)

KEY MAP



BID DOCUMENTS

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD. SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
T. 954.535.1878 F.954.233.4953
CA# 4213

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	08/13/25	GC	ADDENDUM 1

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
DEMOLITION PLAN
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO. C02
TOTAL: 19
CAD FILE: 12707-MULTI-DEMO
DRAWING FILE NO. 4-145-00

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

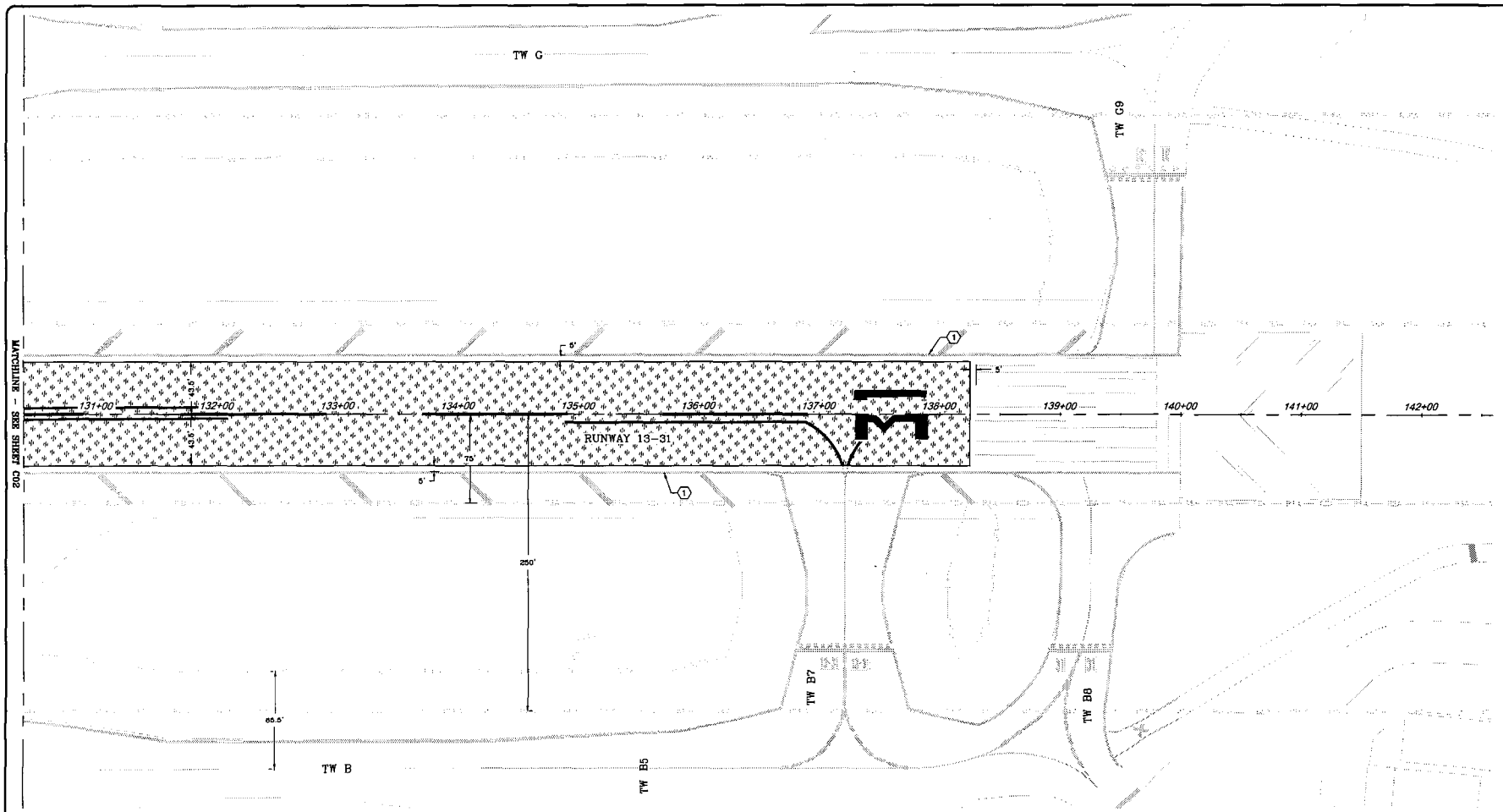
DRAWN BY: GC
DESIGNED BY: RD
CHECKED BY: CP
FIELD BOOK:
DATE: 02/28/2025
SCALE: AS NOTED

ENGINEER: GUSTAVO GODDIANT
FLORIDA REG. NO. 69453
DATE: 08/28/2025
TEL: (954) 335-4953

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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Thursday, August 14, 2025 COLOME, GIADHA

CAM #24-1029
Exhibit 1
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LEGEND

REMOVAL OF FOREIGN SUBSTANCES/CONTAMINANTS PER P-101-5.2.

PREPARATION OF ASPHALT PAVEMENT SURFACES PER P-608-R-4.4. SEAL JOINTS AND CRACKS PRIOR TO THE APPLICATION OF SURFACE TREATMENT WITHIN THE WORK LIMITS IN ACCORDANCE WITH ITEM P-101.

KEYNOTES:

1. CONTRACTOR SHALL PROTECT RUNWAY EDGE MARKINGS WITH A MATERIAL THAT IS ADEQUATE TO PROTECT THE MARKINGS FROM TRACKING AND OVERSPRAY.
2. CONTRACTOR SHALL PROTECT THE IN-PAVEMENT LIGHT FIXTURES WITH A MATERIAL THAT IS ADEQUATE TO PROTECT THE FIXTURES FROM TRACKING AND OVERSPRAY.

DEMOLITION NOTES:

1. PRIOR TO THE COMMENCEMENT OF THE P-608 SURFACE PREPARATION, CONTRACTOR SHALL SCHEDULE A SITE VISIT WITH THE ENGINEER TO INSPECT RUNWAY 13-31 TO ADDRESS ANY OIL SPILLS THAT NEED TO BE CLEANED AND PAVEMENT CRACKS THAT ARE REQUIRED TO BE CRACK SEALED.
2. THE ADDITIONAL PAVEMENT SURFACE PREPARATION LOCATIONS AND DIMENSIONS ARE TO BE FIELD VERIFIED WITH THE CONTRACTOR AND THE ENGINEER PRIOR TO THE COMMENCEMENT OF THE P-608 SURFACE PREPARATION.
3. CONTRACTOR SHALL USE EXTREME CAUTION IN PREVENTING DAMAGE TO PAVEMENT SURFACE WHERE MARKINGS ARE TO BE REMOVED ON EXISTING PAVEMENT TO REMAIN.
4. CONTRACTOR SHALL SURVEY EXISTING PAVEMENT MARKINGS WITHIN THE LIMITS OF WORK AND PROVIDE TO THE RPR FOR APPROVAL PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR SHALL RE-ESTABLISH THE PAVEMENT MARKINGS IN THEIR ORIGINAL LOCATION AT THE CONCLUSION OF ASPHALT SURFACE TREATMENT FOR EACH WORK AREA AND PRIOR TO TURNING THE PAVEMENT OVER TO THE OWNER FOR THE OWNER'S USE. TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AFTER THE P-608-R MATERIAL HAS CURED FOR THE DURATION RECOMMENDED BY THE MANUFACTURER. ALL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH SPECIFICATION ITEM P-620. (1)
6. CRACK REPAIRS SHALL BE COORDINATED WITH THE RPR TO VERIFY AND DETERMINE THE LENGTH, WIDTH AND QUANTITY OF CRACKS TO BE SEALED. CONTRACTOR SHALL NOT EXCEED BID QUANTITY UNLESS OTHERWISE APPROVED BY THE RPR AND AGREED UPON PRIOR TO COMMENCEMENT OF WORK. CRACK SEALANT SHALL BE ALLOWED TO CURE FOR FOR THE DURATION RECOMMENDED BY THE MANUFACTURER PRIOR TO THE APPLICATION OF THE P-608-R MATERIAL. (1)
7. CONTRACTOR SHALL PROTECT THE IN-PAVEMENT ELECTRICAL ID TAGS FROM TRACKING AND OVERSPRAY.

GRAPHIC SCALE (IN FEET)
40' 0' 40' 80'

KEY MAP

HDR ENGINEERING, INC.
3230 WEST COMMERCIAL BLVD., SUITE 400
FORT LAUDERDALE, FLORIDA 33309
T: 954.535.1876 F: 954.233.4953
CA# 4213

BID DOCUMENTS

PROJECT # P12707
RUNWAY 13-31 PAVEMENT SEALING
FORT LAUDERDALE EXECUTIVE AIRPORT
DEMOLITION PLAN
6000 NW 21ST AVE, FORT LAUDERDALE, FL

SHEET NO. C03
TOTAL: 19
CAD FILE: 12707-MULTI-DEMO
DRAWING FILE NO. 4-145-00

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION
1	08/13/25	OC	RD	ADDENDUM 1

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

DRAWN BY:	DATE:
OC	02/28/2025
DESIGNED BY:	SCALE:
RD	AS NOTED
CHECKED BY:	
CP	
FIELD BOOK:	

ENGINEER: RAIMEL DOSSANT
FL REG. No. 93931
DATE: 08/14/2025
TEL: (954) 235-4168

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Thursday, August 14, 2025 COLOME, GIADHA

CAM #25-1624
Exhibit 1
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City of Fort Lauderdale • Procurement Services Division
101 NE 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 3

ITB No. 507

TITLE: Runway 13-31 Pavement Sealing

ISSUED: August 28, 2025

This addendum is being issued to make the following change(s):

1. The opening date has been changed to September 4, 2025, at 2:00 PM.

All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual
Sr. Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Sourcing Event 507-3- Runway 13-31 Pavement Sealing

				Hi-lite Airfield Services, LLC.	
Sourcing Event Line	Sourcing Event Item Description	Quantity	Unit of Measure	Unit Price	Response Amount
1	Mobilization (C-105-6.1)	1.00	LS	$ 30,492.50	$ 30,492.50
2	Joint And Crack Repair (P-101-5.1)	7000.00	LF	$ 1.75	$ 12,250.00
3	Removal Of Foreign Substances/Contamina	2700.00	SY	$ 18.00	$ 48,600.00
4	Asphalt Surface Treatment (P-608-R-8.1)	28300.00	SY	$ 6.25	$ 176,875.00
5	Runway Friction Testing (P-608-R-8.2)	1.00	LS	$ 7,500.00	$ 7,500.00
6	Permanent Waterborne Pavement Marking,	19000.00	SF	$ 1.50	$ 28,500.00
7	Permanent Waterborne Pavement Marking,	7200.00	SF	$ 1.00	$ 7,200.00
8	Temporary Waterborne Pavement Marking,	19000.00	SF	$ 1.00	$ 19,000.00
9	Airport Safety and Maintenance of Traffic (	1.00	LS	$ 5,000.00	$ 5,000.00
				Total Bid	$ 335,417.50
				Total	**$335,417.50**

[redacted]

[redacted]

Hi-Lite Equipment List

Manufacturer	Model	Age	Owner
Ford	Ranger XL	12	Hi-Lite Airfield Services
Ford	Expedition	10	Hi-Lite Airfield Services
Ford	Expedition Limited	8	Hi-Lite Airfield Services
Ford	F150 XL	8	Hi-Lite Airfield Services
Ford	F150 Lariat	7	Hi-Lite Airfield Services
Ford	F150 XL	7	Hi-Lite Airfield Services
Ford	F250 Super Duty King Ranch	7	Hi-Lite Airfield Services
Ford	F350 Super Duty	7	Hi-Lite Airfield Services
Ford	F150 XL	7	Hi-Lite Airfield Services
Ford	F150	7	Hi-Lite Airfield Services
Ford	Escape	6	Hi-Lite Airfield Services
Ford	Escape	6	Hi-Lite Airfield Services
Ford	F350	6	Hi-Lite Airfield Services
Ford	Escape	6	Hi-Lite Airfield Services
Ford	F550	5	Hi-Lite Airfield Services
Ford	F250 Super Duty	11	Hi-Lite Airfield Services
Ford	F250 Super Duty King Ranch	4	Hi-Lite Airfield Services
Ford	F250 Super Duty	3	Hi-Lite Airfield Services
Ford	F250 Super Duty	2	Hi-Lite Airfield Services
Ford	F250 Super Duty	2	Hi-Lite Airfield Services
Ford	F250 Super Duty King Ranch	4	Hi-Lite Airfield Services
Ford	F350 Super Duty Lariat	2	Hi-Lite Airfield Services
Ford	F250 Super Duty	2	Hi-Lite Airfield Services
Ford	F150 XL	2	Hi-Lite Airfield Services
Ford	F350 Super Duty Lariat	2	Hi-Lite Airfield Services
Ford	F350 Super Duty Lariat	2	Hi-Lite Airfield Services
Chevrolet	3500 HD	1	Hi-Lite Airfield Services
Chevrolet	3500 HD	1	Hi-Lite Airfield Services
Chevrolet	3500 HD	1	Hi-Lite Airfield Services
Chevrolet	3500 HD	1	Hi-Lite Airfield Services
Chevrolet	3500 HD	1	Hi-Lite Airfield Services
Chevrolet	3500 HD	1	Hi-Lite Airfield Services
Ram	2500 4x4	1	Hi-Lite Airfield Services
Chevrolet	Silverado 1500	1	Hi-Lite Airfield Services
Chevrolet	Silverado 1500	1	Hi-Lite Airfield Services
Ram	2500 4x4	1	Hi-Lite Airfield Services
Ram	Ram 2500	1	Hi-Lite Airfield Services
Ram	Ram 2500	1	Hi-Lite Airfield Services
Kubota	Trailer	8	Hi-Lite Airfield Services
Volvo	WX Series (531 Equip)	19	Hi-Lite Airfield Services
Cross Country	Cone Trailer		Hi-Lite Airfield Services

Manufacturer	Model	Age	Owner
Sterling	L7500		Hi-Lite Airfield Services
Freightliner	Argosy	16	Hi-Lite Airfield Services
2006 Argusy	Rehabilitation	4	Hi-Lite Airfield Services
Freightliner	FL70 (502 Equip)	23	Hi-Lite Airfield Services
Landoll	LT1420	16	Hi-Lite Airfield Services
Horton Hualer	Equipment Trailer	8	Hi-Lite Airfield Services
Freightliner	Argosy	14	Hi-Lite Airfield Services
GMC	T8500	15	Hi-Lite Airfield Services
Isuzu	FXE-367 (569 Equip)	14	Hi-Lite Airfield Services
Ryder	Ryder 48' Flatbed Trailer	13	Hi-Lite Airfield Services
Autocar	WXLL42 (578 Eqiup	14	Hi-Lite Airfield Services
Royal Cargo	6x12	12	Hi-Lite Airfield Services
Peterbilt	220 (607 Equip)	5	Hi-Lite Airfield Services
Peterbilt	320 (629 Equip)	5	Hi-Lite Airfield Services
Mack	CXN613	15	Hi-Lite Airfield Services
Triple Crown	6x16 Utility Trailer	5	Hi-Lite Airfield Services
Cargo Mate	BL8524TA3R	5	Hi-Lite Airfield Services
Cargo Mate	BL8524TA3R	4	Hi-Lite Airfield Services
Haulmark	24 PB	3	Hi-Lite Airfield Services
Haulmark	GRG85x34WT4	3	Hi-Lite Airfield Services
Haulmark	Enclosed Transport Trailer	3	Hi-Lite Airfield Services
Haulmark	Enclosed Transport Trailer	2	Hi-Lite Airfield Services
Haulmark	Enclosed Transport Trailer	2	Hi-Lite Airfield Services
Haulmark	Enclosed Transport Trailer	2	Hi-Lite Airfield Services
Haulmark	Enclosed Transport Trailer	2	Hi-Lite Airfield Services
Haulmark	Enclosed Transport Trailer	2	Hi-Lite Airfield Services
Belmont	Trailer	3	Hi-Lite Airfield Services
Haulmark	Enclosed Gooseneck Trailer	3	Hi-Lite Airfield Services
Haulmark	Enclosed Gooseneck Trailer	3	Hi-Lite Airfield Services
Maxe	Utility Trailer	3	Hi-Lite Airfield Services
Millenium	20" Enclosed Trailer	3	Hi-Lite Airfield Services
Express	Utility Trailer	3	Hi-Lite Airfield Services
Gooseneck	34' Gooseneck Trailer	3	Hi-Lite Airfield Services
Gooseneck	34' Gooseneck Trailer	3	Hi-Lite Airfield Services
Express Trailers	Gooseneck Trailer 34'	1	Hi-Lite Airfield Services
P2	Paint truck	10	Hi-Lite Airfield Services
Schwarze	Sweeper	8	Hi-Lite Airfield Services
P7	Paint Truck	6	Hi-Lite Airfield Services

Manufacturer	Model	Age	Owner
Flush Truck Equipment	Flush Truck	8	Hi-Lite Airfield Services
Elgin	Sweeper	8	Hi-Lite Airfield Services
Komatsu	FG40ZT-8	8	Hi-Lite Airfield Services
Flush Truck Equipment	Flush Truck	8	Hi-Lite Airfield Services
P10	Paint Truck	8	Hi-Lite Airfield Services
Schwarze	Sweeper	8	Hi-Lite Airfield Services
Volvo Friction Tester	Friction Tester	8	Hi-Lite Airfield Services
NAC	Friction Tester	7	Hi-Lite Airfield Services
P11	Paint truck	6	Hi-Lite Airfield Services
Komatsu	FG25T	6	Hi-Lite Airfield Services
Schwarze	Sweeper	7	Hi-Lite Airfield Services
Schwarze	Sweeper	7	Hi-Lite Airfield Services
S+C3chwarze	Sweeper	7	Hi-Lite Airfield Services
P12	Paint Truck	2	Hi-Lite Airfield Services
Transcraft	DTL2100	2	Hi-Lite Airfield Services
Dynatest	RFT 6875 Runway	6	Hi-Lite Airfield Services
Peterbilt	Waterblaster	3	Hi-Lite Airfield Services
Jetstream	Waterblaster	3	Hi-Lite Airfield Services
P13	Paint Truck	4	Hi-Lite Airfield Services
Genie	GTH-5519	2	Hi-Lite Airfield Services
Blasters	L4012VK Liquidator	2	Hi-Lite Airfield Services
Blasters	L4012VK Liquidator	2	Hi-Lite Airfield Services
Blasters	L4012VK Liquidator	2	Hi-Lite Airfield Services
Blasters	L4012VK Liquidator	2	Hi-Lite Airfield Services
Blasters	L4012VK Liquidator	2	Hi-Lite Airfield Services
Blasters	L4012VK Liquidator	2	Hi-Lite Airfield Services
Komatsu	FG25ST-16	2	Hi-Lite Airfield Services
Schwarze	A7000	2	Hi-Lite Airfield Services
Blasters	40k Waterblaster	1	Hi-Lite Airfield Services
Schwarze	Updraft Sweeper	1	Hi-Lite Airfield Services
Schwarze	Updraft Sweeper	1	Hi-Lite Airfield Services
Kut-Rite	Grinder	8	Hi-Lite Airfield Services
Kut-Rite	Grinder	8	Hi-Lite Airfield Services
Kut-Rite	Grinder	8	Hi-Lite Airfield Services
Kut-Rite	Grinder	8	Hi-Lite Airfield Services
Kut-Rite	Grinder	8	Hi-Lite Airfield Services
Kut-Rite	Grinder	8	Hi-Lite Airfield Services
Kut-Rite	Grinder	8	Hi-Lite Airfield Services
Billy Goat	Blower	8	Hi-Lite Airfield Services
Billy Goat	Blower	8	Hi-Lite Airfield Services
Billy Goat	Blower	8	Hi-Lite Airfield Services

Manufacturer	Model	Age	Owner
Billy Goat	Blower	5	Hi-Lite Airfield Services
Billy Goat	Blower	5	Hi-Lite Airfield Services
Graco	LineLazer IV 250 SPS 3	3	Hi-Lite Airfield Services
Caterpillar	GC40K-LPSTR	2	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	5	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	5	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	5	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	5	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	5	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	5	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	5	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	5	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	5	Hi-Lite Airfield Services
Delta	LTL-X Mark II	5	Hi-Lite Airfield Services
Endisys	MMA 98.2	6	Hi-Lite Airfield Services
Delta	LTL-X Mark II	4	Hi-Lite Airfield Services
Delta	LTL-X Mark II	4	Hi-Lite Airfield Services
Delta	LTL-X Mark II	4	Hi-Lite Airfield Services
Delta	LTL-X Mark II	4	Hi-Lite Airfield Services
Kubota	Kubota F2690 w/ Canopy	2	Hi-Lite Airfield Services
Kubota	Kubota F2690 w/ Canopy	2	Hi-Lite Airfield Services
Kubota	Kubota F2690 w/ Canopy	2	Hi-Lite Airfield Services
Kubota	Kubota F2690 w/ Canopy	2	Hi-Lite Airfield Services
Kubota	Kubota - L3560 HSTC-LE	2	Hi-Lite Airfield Services
Zirocco	Zirocco M-100	1	Hi-Lite Airfield Services
Zirocco	Zirocco M-100	1	Hi-Lite Airfield Services
LTL-X Mark II	Retroreflectometer	1	Hi-Lite Airfield Services
Graco	Line Lazer 250DC	1	Hi-Lite Airfield Services
Balsters	Dual Waterblaster Head	1	Hi-Lite Airfield Services
Keystone	Keystone Drum for Kut Rite Grinder	1	Hi-Lite Airfield Services
Keystone	Keystone Drum for Kut Rite Grinder	1	Hi-Lite Airfield Services
Graco	Graco GrindLazer - 10"	1	Hi-Lite Airfield Services
Graco	Graco GrindLazer - 5"	1	Hi-Lite Airfield Services
Kubota	Kubota F2690 w/ Canopy	1	Hi-Lite Airfield Services
Kubota	Kubota F2690 w/ Canopy	1	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	1	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	1	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	1	Hi-Lite Airfield Services
Graco	200DC Line Lazer	1	Hi-Lite Airfield Services
United Safety Supply	Lighted X 20 LED	1	Hi-Lite Airfield Services
United Safety Supply	Lighted X 20 LED	1	Hi-Lite Airfield Services

Manufacturer	Model	Age	Owner
Keystone	Crack Router	1	Hi-Lite Airfield Services
Keystone	Grinder Heads	1	Hi-Lite Airfield Services
Transcraft	Trailer	1	Hi-Lite Airfield Services
Transcraft	Trailer	1	Hi-Lite Airfield Services
UPF	632-0000 Water Tank	2	Hi-Lite Airfield Services
UPF	632-0000 Water Tank	2	Hi-Lite Airfield Services
Transcraft	Drop Deck Trailer	1	Hi-Lite Airfield Services
Kut-Rite	Grinder	3	Hi-Lite Airfield Services
Kut-Rite	Grinder	3	Hi-Lite Airfield Services
Kut-Rite	Grinder	3	Hi-Lite Airfield Services
Kut-Rite	Grinder	3	Hi-Lite Airfield Services
Kut-Rite	Grinder	3	Hi-Lite Airfield Services
Kut-Rite	Grinder	3	Hi-Lite Airfield Services
Kut-Rite	Grinder	3	Hi-Lite Airfield Services
Graco	LineLazer 200HS	2	Hi-Lite Airfield Services
Graco	LineLazer 200HS	2	Hi-Lite Airfield Services
Graco	LineLazer 200HS	2	Hi-Lite Airfield Services
Graco	LineLazer 200HS	2	Hi-Lite Airfield Services
Graco	LineLazer 200HS	2	Hi-Lite Airfield Services
Graco	LineLazer 200HS	2	Hi-Lite Airfield Services
Graco	LineLazer 200HS	2	Hi-Lite Airfield Services
Graco	LineLazer 200HS	2	Hi-Lite Airfield Services
Graco	LineLazer 200HS	2	Hi-Lite Airfield Services
Graco	LineLazer 200HS	2	Hi-Lite Airfield Services
Graco	LineLazer 200HS	2	Hi-Lite Airfield Services
Graco	LineLazer 200HS	2	Hi-Lite Airfield Services
Graco	LineLazer LLV 200HS	2	Hi-Lite Airfield Services
Graco	LineLazer LLV 200HS	2	Hi-Lite Airfield Services
Graco	LineLazer LLV 200HS	2	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	2	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	2	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	2	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	2	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	2	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	2	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	2	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	1	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	1	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	1	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	1	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	1	Hi-Lite Airfield Services

Manufacturer	Model	Age	Owner
Graco	LineLazer 200HS	5	Hi-Lite Airfield Services
Graco	LineLazer 200HS	5	Hi-Lite Airfield Services
Graco	LineDriver HD	6	Hi-Lite Airfield Services
Graco	LineDriver	2	Hi-Lite Airfield Services
Graco	LineDriver	2	Hi-Lite Airfield Services
Graco	LineDriver	2	Hi-Lite Airfield Services
Graco	LineDriver	2	Hi-Lite Airfield Services
Graco	LineDriver HD	6	Hi-Lite Airfield Services
Graco	Line Driver	3	Hi-Lite Airfield Services
Graco	Line Driver	3	Hi-Lite Airfield Services
Graco	Line Driver	3	Hi-Lite Airfield Services
Graco	Line Driver	3	Hi-Lite Airfield Services
Graco	Line Driver	3	Hi-Lite Airfield Services
Graco	Line Driver	3	Hi-Lite Airfield Services
Graco	Line Driver	3	Hi-Lite Airfield Services
Graco	Line Driver	3	Hi-Lite Airfield Services
Graco	Line Driver	3	Hi-Lite Airfield Services
Graco	Line Driver	3	Hi-Lite Airfield Services
Graco	Line Driver HD 200CC	1	Hi-Lite Airfield Services
Graco	Line Driver HD	1	Hi-Lite Airfield Services
Graco	Line Driver HD	1	Hi-Lite Airfield Services
Graco	LineDriver HD	5	Hi-Lite Airfield Services
Graco	LineLazer IV 250 SPS	3	Hi-Lite Airfield Services
Keystone Engineering	Grinder Heads	1	Hi-Lite Airfield Services
Keystone Engineering	Grinder Heads	1	Hi-Lite Airfield Services
Keystone Engineering	Grinder Heads	1	Hi-Lite Airfield Services
2019 Ford	F-150	2	Enterprise Fleet Management
2019 Ford	F-150	2	Enterprise Fleet Management
2019 Ford	F-150	2	Enterprise Fleet Management
2019 Ford	F-150	2	Enterprise Fleet Management
2019 Ford	F-150	2	Enterprise Fleet Management
2020 Ford	F-250	1	Enterprise Fleet Management
2020 Ford	F-350	1	Enterprise Fleet Management
2020 Ford	F-350	1	Enterprise Fleet Management
2020 Ford	F-350	1	Enterprise Fleet Management
2020 Ford	F-150	1	Enterprise Fleet Management
2020 Ford	F-150	1	Enterprise Fleet Management
2020 Ford	F-250	1	Enterprise Fleet Management
2020 Ford	F-350	1	Enterprise Fleet Management
2020 Ford	Expedition	1	Enterprise Fleet Management
2016 Freightliner	Ryder Stake Rack	4	Ryder

Manufacturer	Model	Age	Owner
2017 Hino	Straight Truck	3	Conway Bean Leasing
2017 Mack	Straight Truck	4	Conway Bean Leasing
2017 Mack	Straight Truck	4	Conway Bean Leasing
2017 Mack	Straight Truck	4	Conway Bean Leasing
2017 Mack	Straight Truck	4	Conway Bean Leasing
2019 Mack	Sleeper Tractor	2	Conway Bean Leasing
2019 Mack	Sleeper Tractor	2	Conway Bean Leasing
2019 Mack	Sleeper Tractor	2	Conway Bean Leasing
2020 Mack	Sleeper Tractor	1	Conway Bean Leasing
2020 Mack	Sleeper Tractor	1	Conway Bean Leasing
Ram	1/21/1915	>1	Hi-Lite Airfield Services
Big Tex	Gooseneck Trailer	>1	Hi-Lite Airfield Services
Express Trailers	34' Gooseneck Trailer	>1	Hi-Lite Airfield Services
Express Trailers	34' Gooseneck Trailer	>1	Hi-Lite Airfield Services
Express Trailers	34' Gooseneck Trailer	>1	Hi-Lite Airfield Services
Lark	VT8 Airmark Trailer	>1	Hi-Lite Airfield Services
Big Tex	Kubota Trailer	>1	Hi-Lite Airfield Services
Express Trailers	34' Gooseneck Trailer	>1	Hi-Lite Airfield Services
GMC	2500 Sierra	>1	Hi-Lite Airfield Services
GMC	2500 Sierra	>1	Hi-Lite Airfield Services
GMC	2500 Sierra	>1	Hi-Lite Airfield Services
Peterbilt	220 Paint Truck	>1	Hi-Lite Airfield Services
Peterbilt	220 Paint Truck	>1	Hi-Lite Airfield Services
Peterbilt	6/3/1901	>1	Hi-Lite Airfield Services
Peterbilt	220 Paint Truck	>1	Hi-Lite Airfield Services
GMC	2500 Sierra	>1	Hi-Lite Airfield Services
GMC	3500 Sierra	>1	Hi-Lite Airfield Services
GMC	3500 Sierra	>1	Hi-Lite Airfield Services
Ford	2020 Ford F550	>1	Hi-Lite Airfield Services
Chevy	2022 Silverado 6500	>1	Hi-Lite Airfield Services
Chevy	2022 Silverado 6500	>1	Hi-Lite Airfield Services
CAT	Skidsteer	>1	Hi-Lite Airfield Services
Buffalo	Turbine Blower	>1	Hi-Lite Airfield Services
Keiser-Morris	Airmark Heater	>1	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	>1	Hi-Lite Airfield Services
Graco	Line Driver HD	>1	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	>1	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	>1	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	>1	Hi-Lite Airfield Services
Graco	LineLazer V 250DC	>1	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	>1	Hi-Lite Airfield Services

Manufacturer	Model	Age	Owner
Graco	Line Lazer 200HS	>1	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	>1	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	>1	Hi-Lite Airfield Services
Graco	Line Lazer 200HS	>1	Hi-Lite Airfield Services
Crafco	Crack Seal Router	>1	Hi-Lite Airfield Services
Graco	Grindlazer	>1	Hi-Lite Airfield Services
Graco	Grindlazer	>1	Hi-Lite Airfield Services
Graco	Grindlazer	>1	Hi-Lite Airfield Services
Graco	Line Driver HD	>1	Hi-Lite Airfield Services
Graco	Line Driver HD	>1	Hi-Lite Airfield Services
Graco	Line Driver HD	>1	Hi-Lite Airfield Services
Graco	Line Driver HD	>1	Hi-Lite Airfield Services
Graco	Line Driver HD	>1	Hi-Lite Airfield Services
Graco	Line Driver HD	>1	Hi-Lite Airfield Services
Graco	Line Driver HD	>1	Hi-Lite Airfield Services
Graco	Line Driver HD	>1	Hi-Lite Airfield Services
Zirocco	Hammer Jet	>1	Hi-Lite Airfield Services
Zirocco	Hammer Jet	>1	Hi-Lite Airfield Services
Zirocco	Hammer Jet	>1	Hi-Lite Airfield Services
Zirocco	Hammer Jet	>1	Hi-Lite Airfield Services
Zirocco	Hammer Jet	>1	Hi-Lite Airfield Services
Keystone	RS6006 Grinder Heads	>1	Hi-Lite Airfield Services
Keystone	RS6006 Grinder Heads	>1	Hi-Lite Airfield Services
Keystone	RS6006 Grinder Heads	>1	Hi-Lite Airfield Services
Zirocco	Hammer Jet	>1	Hi-Lite Airfield Services
Zirocco	Hammer Jet	>1	Hi-Lite Airfield Services
Zirocco	Hammer Jet	>1	Hi-Lite Airfield Services
Graco	Line Lazer 200DC	>1	Hi-Lite Airfield Services
Graco	Line Lazer 200DC	>1	Hi-Lite Airfield Services
Graco	Line Lazer 200DC	>1	Hi-Lite Airfield Services
Graco	Line Lazer 200DC	>1	Hi-Lite Airfield Services
Graco	Line Lazer 200DC	>1	Hi-Lite Airfield Services
Graco	Line Lazer 200DC	>1	Hi-Lite Airfield Services
Schwarze	M4 Sweeper	>1	Hi-Lite Airfield Services
ASFT	Friction Tester - 2020	>1	Hi-Lite Airfield Services
MRL	ALS Paint Truck	>1	Hi-Lite Airfield Services
MRL	ALS Paint Truck	>1	Hi-Lite Airfield Services
Liquidator	Water Blaster L4012MVT	>1	Hi-Lite Airfield Services
MRL	ALS Paint Truck	>1	Hi-Lite Airfield Services
UPF	811-0070-000 Water Tank	>1	Hi-Lite Airfield Services
UPF	811-0070-000 Water Tank	>1	Hi-Lite Airfield Services

Manufacturer	Model	Age	Owner
Renegade	Parts Washer 230V	>1	Hi-Lite Airfield Services
Hotsy	Pressure Washer 1451P	>1	Hi-Lite Airfield Services
Kubota	Kubota F2690E	>1	Hi-Lite Airfield Services
Quality MetalWorks	Blaster Fuel Tank	>1	Hi-Lite Airfield Services
ATC	Enclosed	8	Hi-Lite Airfield Services
BB Trailer	Surface Cleaner	22	Hi-Lite Airfield Services
Benson	Tractor Trailer	7	Hi-Lite Airfield Services
Chevrolet	Silverado Flatbed	17	Hi-Lite Airfield Services
Chevrolet	Silverado Dually	8	Hi-Lite Airfield Services
Chevrolet	Silverado Dually	17	Hi-Lite Airfield Services
Chevrolet	3500	17	Hi-Lite Airfield Services
Chevrolet	Silverado 3500	12	Hi-Lite Airfield Services
Cimline	Melter	6	Hi-Lite Airfield Services
Cimline	Melter	5	Hi-Lite Airfield Services
Crafco	Supershot 125d Melter	23	Hi-Lite Airfield Services
Crafco	Melter	8	Hi-Lite Airfield Services
Crafco	Dual Wand Melter	11	Hi-Lite Airfield Services
Crafco	Supershot Melter	10	Hi-Lite Airfield Services
Diamond Cargo	GSB Trailer	10	Hi-Lite Airfield Services
Dodge	Ram 2500	10	Hi-Lite Airfield Services
Dodge	Ram 2500	10	Hi-Lite Airfield Services
Dodge	Ram 2500	10	Hi-Lite Airfield Services
Dodge	Ram 2500	10	Hi-Lite Airfield Services
Featherlite	Trailer	9	Hi-Lite Airfield Services
Featherlite	Trailer	9	Hi-Lite Airfield Services
Featherlite	Trailer	8	Hi-Lite Airfield Services
Featherlite	Trailer	8	Hi-Lite Airfield Services
Ford	800 Distributor Truck	24	Hi-Lite Airfield Services
Ford	Etnyre Distributor 750	19	Hi-Lite Airfield Services
Freightliner	26' Box Truck	24	Hi-Lite Airfield Services
Freightliner	FL 60 Batch Tanker	26	Hi-Lite Airfield Services
Freightliner	GSB Truck	19	Hi-Lite Airfield Services
Freightliner	Custom Truck	2	Hi-Lite Airfield Services
Freightliner	Tractor Trailer	27	Hi-Lite Airfield Services
GMC	Topkick	15	Hi-Lite Airfield Services
GMC	Topkick	16	Hi-Lite Airfield Services
International	26' Box Truck	18	Hi-Lite Airfield Services
International	Seal Coat Truck	25	Hi-Lite Airfield Services
Isuzu	NPR Flatbed	17	Hi-Lite Airfield Services
J & J	Trailer	9	Hi-Lite Airfield Services
Look	Enclosed	4	Hi-Lite Airfield Services
Mauldin	MT300 Melter	8	Hi-Lite Airfield Services
Seal-Rite	Seal Coat (Baby)	11	Hi-Lite Airfield Services
Wolverine	Aluminum	3	Hi-Lite Airfield Services

Hi-Lite Airfield Services, LLC
20128 NYS Route 12F
Watertown, NY 13601
(315) 583-6111

List of Key Personnel for Runway 4-22 Crack Repair and Remarking (24012 – LUA)

- Project Manager
  - Tim Hurtibus– North East Region
- Division Managers - Operations
  - Jason Hillmann- Waterblaster Division
  - Kory Pearson – Paint Division
  - Chase Janus – Pavement Maintenance Division
- Superintendents
  - David Hough – Paint Division
  - Zebulon Proven – Paint Division
  - Andrew Ritz – Paint Division
  - Anthony Simonovich – Pavement Maintenance Division
- Administration and other Key Personnel
  - Chris Miller – President
  - Kelly Spinner – Vice President of Finance/Secretary
  - Joel D Rarick – Vice President of Operations
  - Amy Winkle – Human Resources Manager
  - Kim Patton – Safety Director
  - Tanya Rarick – Director of Training and Development
  - Ben Ives – Regional Project Manager
  - Phil Stillman – Contracts Manager
  - Krista Hunt – Accountant
  - Julie Hall – Acquisitions
  - Shyla Hunt – Payroll

All personnel listed above have five years or more experience.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MILLER, CHRISTOPHER J

HI-LITE AIRFIELD SERVICES, LLC
20128 NY RT 12F
WATERTOWN NY 13601

LICENSE NUMBER: CGC1523534

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Hi-Lite Airfield Services, LLC
20128 NYS Route 12F
Watertown, NY 13601

SURETY:
(Name, legal status and principal place of business)
Ascot Surety & Casualty Company
55 W 46th Street, 26th Floor
New York, NY 10036

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Fort Lauderdale
1 East Broward Boulevard, Suite 444
Fort Lauderdale, FL 33301

BOND AMOUNT: Five Percent of Total Amount Bid (5% T.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)

ITB Event 507, Project P12707, Runway 13-31
Fort Lauderdale, Florida

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of August , 2025

SURETY BOND SEAL 2013 TEXAS

(Witness) Jennifer Egelston

Hi-Lite Airfield Services, LLC
(Principal) *(Seal)*

(Title) Kelly Spinner, Vice-President of Finance

(Witness) Tami Jones

Ascot Surety & Casualty Company
(Surety)

(Title) Nick Patetta, Attorney-in-Fact

Ascot Surety & Casualty Company
Ascot Insurance Company
1020 Highland Colony Parkway, Suite 700
Ridgeland, MS 39157

Power of Attorney

KNOW ALL MEN BY THE PRESENTS:
That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Robert F. Bobo, Aaron P. Clark, Timothy F. Kelly, Florence McClellan, Teresa D. Kelly, Laura Kneitz, Rachel Richardson, Nick Patetta, Craig C. Payne, Tami Jones, Daisy Greathouse, Erica Kneitz, Kala Kelly, Josh Wright, Lauren Rumsey, Ivette Bustos, and Walker Wilks

of Houston, TX (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed $100,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 13th day of March 2025.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 13th day of March 2025, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 21st day of August, 2025.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

John Gill, Secretary

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: Hi-Lite Airfield Services, LLC

President Christopher Miller

Business Address:

20128 NYS Route 12F, P.O. Box 597, Watertown, NY 13601

Telephone: 315-583-6111

Fax: 315-777-8720

E-Mail Address:
edward.dingley@hi-lite.com

What was the last project of this nature which you completed? Include the year, description, and contract value.

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

How many years has your organization been in business? 35 years

Have you ever failed to complete work awarded to you; if so, where and why?
No

The name of the qualifying agent for the firm and his position is: 1

Certificate of Competency Number of Qualifying Agent: CGC1523534

Effective Date: August 27, 2024 Expiration Date: August 31, 2026

Licensed in: Florida

Engineering Contractor's License # N/A
(County/State)

Expiration Date: N/A

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

Yes, we attended the Pre-bid in Person and inspected the publish plans and specifications

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a) No

b)

c)

d)

e)

f)

g)

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

See Attached

4. What equipment will you purchase for the proposed work?

None

5. What equipment will you rent for the proposed work?

None

CONSTRUCTION BID CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) Hi-Lite Airfield Services, LLC

Address: 20128 NYS Route 12F

City: Waterto◆n. State:! NY Zip:

Telephone No.: 315◆83 FAX No.: ◆Email:

Check box if your firm qualifies for MBE / SBE / WBE: D

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

Kelly Spinner	Vice Presitdent		
Name	Title	Name	Title
Christopher Miller,	President		
Name	Title	Name	Title

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	July 21, 2025	2	August18,2025		

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Kelly Spinner	
Name (printed)	Signature
August 2liIIf 2025	Vice President
Date	Tliie

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

____ MasterCard

____ Visa

Hi-Lite Airfield Services, LLC
Company Name

Kelly Spinner
Name (Printed)

Signature

Vice Presitdent
Title

August 25m 2025
Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883

Definitions

a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) _____ (Business Name) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(2) _____ (Business Name) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(3) _____ (Business Name) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4) _____ (Business Name) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5) Hi-Lite Airfield Services, LLC (Business Name) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

BIDDER'S COMPANY: Hi-Lite Airfield Services, LLC

AUTHORIZED COMPANY PERSON: Kelly Spinner (PRINT NAME) _____ (SIGNATURE) Aug 25, 2025 (DATE)

E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: Event 507

Project Description:

Runway 13-31 Pavement Sealing

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Hi-Lite Airfield Services, LLC

Authorized Company Person's Signature: 

Authorized Company Person's Title: Vice President

Date: August 25m 2025

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Kelly Spinner
Name (Printed)

Vice Presitdent
Title

August 25m 2025
Date

Rev 09-2022

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

   Contracts. Every Contract exceeding $100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

   The Contract shall include provisions for the following:

   (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.

   (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Kelly Spinner
Print Name and Title

August 25m 2025
Date

Hi-Lite Airfield Services, LLC
20128 NYS Route 12F
Watertown, NY 13601
(315) 583-6111

Hi-Lite Airfield Services, LLC – References

Name of Agency: **Hartsfield-Jackson Atlanta International Airport**
Address: 1255 Airport Loop Road, College Park, GA 30337
Contact Name: Craig Garland, ATLNext
Phone: (404) 427-5375
Email Address: craig.garland@atl.com
Brief Description of Services: Airfield painting, surface preparation, rubber removal and paint removal – long term maintenance contract

Name of Agency: **City of Dallas: Dallas/Fort Worth International Airport**
Address: 3200 East Airfield Drive, P.O. Box 619428, DFW Airport, TX 75261-9428
Contact Name: Gabriel Moore, PE
Phone: (972) 973-6115
Email Address: GMoore@dfwairport.com
Brief Description of Services: Airport runway and taxiway painting services – paint and paint removal on entire airport (work orders)

Name of Agency: **City of Cleveland: Cleveland Hopkins International Airport**
Address: P.O. Box 81009, Cleveland, OH 44135
Contact Name: William Horvatin
Phone: (216) 898-5191
Email Address: WHorvatin@clevelandairport.com
Brief Description of Services: Paint removal, layout, and painting of the AOA – long term maintenance contract

Name of Agency: **City of Dallas: Dallas Love Field Airport**
Address: 3387 Hawes Ave, Dallas, TX 75235
Contact Name: Jorge Tapia, Manager (I) Airfield Management
Phone: (214) 670-7149
Email Address: Jorge.Tapia@dallas.gov
Brief Description of Services: Airfield painting, surface preparation, rubber removal and paint removal – long term maintenance contract

Hi-Lite Airfield Services, LLC
20128 NYS Route 12F
Watertown, NY 13601
(315) 583-6111

Name of Agency: **Greater Orlando Aviation Authority**
Address: 5850 Cargo Road, Orlando, FL 32827-4399
Contact Name: Greg Caesar
Phone: (407) 825-2001
Email Address: gcaesar@goaa.org
Brief Description of Services: Airport runway and taxiway painting, paint, and paint removal on entire airport (work orders)

Name of Agency: **City of Portland: Portland International Jetport**
Address: 1001 Westbrook Street, Portland, ME 04101
Contact Name: Zachary Briggs
Email Address: zgb@portlandmaine.gov
Brief Description of Services: Pavement marking services, paint removal and layout – long term maintenance contract

Name of Agency: **Burlington International Airport**
Address:1200 Airport Drive, South Burlington, VT 05403
Contact Name: Larry Lackey
Email Address: llackey@btv.aero
Brief Description of Services: Paint removal, layout, and painting of the AOA – long term maintenance contract

BID/EVENT NO. 351 SPECIFIC REFERENCES FORM

The contractor shall have at least ten (10) years previous construction experience in clearing existing pavement, joint and crack repair, pavement marking, and seal coating in the State of Florida. Bidder shall submit proof of experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

Note: Do not include proposed team members or parent/subsidiary companies as references in your submittals.

A. PRIME BIDDER'S NAME: Hi-Lite Airfield Services, LLC

SPECIFIC EXPERIENCE NO.1

Name of firm to be contacted: Ranger Construction Industries

Address: 1645 North Congress Ave, FL 33409

Contact Person: Esther Mitchell

Phone No: (561) 793-9400

Contact E-Mail Address: esther.mitchell@rangerconstruction.com

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name : Runway 10-28 Surface Treatment (LN 24-02)

Location of Project: Lantana Airport

Description of the overall scope:
Removal of Foreign Sunstances, Asphalt Surface Treatment, Friction Test, Joint and Crack Repair

Description of work that was self-performed by Bidder:
Paveing milling.

Original Project Budget: 161,169.00 Project Final Cost: _____

SPECIFIC EXPERIENCE NO.2 AJAX PAVING INDUSTRIES OF FLORIDA, LLC

Address: One Ajax Drive, North Venice, FL 34275

Contact Person: Matthew Horan / Area Manager

Phone No: (941) 486-3600

Contact E-Mail Address: matthoran@ajaxpaving.com

Project Performance Period: APR 2024 to APR 2024
Dates should be in mm/yy format

Project Name : RUNWAY 13-31 REHABILITATION

Location of Project: Venice Airport

Description of the overall scope:
Marking Removal, Asphalt Surface Treatment, Pavement Markings

Description of work that was self-performed by Bidder:
Asphalt Milling, Asphalt application.

Original Project Budget: $183,120.00 Project Final Cost:

SPECIFIC EXPERIENCE NO.3

Address: 6000 Airport Cir, Sarasota, FL 3423

Contact Person: Robert Joesph

Phone No: (407) 656-9255

Contact E-Mail Address: robert.joesph@fly.srq.com

Project Performance Period: APR 2025 to June 2025
Dates should be in mm/yy format

Project Name : SRQ Taxiway Bravo Rehabilitation

Location of Project: Sarasota Manatee Airport

Description of the overall scope:
Seal coat, Crack Seal, Marking Removal and Pavement Markings,

Description of work that was self-performed by Bidder:
All Items

Original Project Budget: $43,196.80 Project Final Cost: $43,196.80

City of Fort Lauderdale • Procurement Services Division
101 NE 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 3

ITB No. 507

TITLE: Runway 13-31 Pavement Sealing

ISSUED: August 28, 2025

This addendum is being issued to make the following change(s):

1. The opening date has been changed to September 4, 2025, at 2:00 PM.

All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual
Sr. Procurement Specialist

Company Name: Ili-Lite Airfield Services, LLC
(please print)

Bidder's Signature: _____

Date: August 28, 2025

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/10/2025

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED Hi-Lite Airfield Services, LLC 20128 State Route 12F Watertown, NY 13601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A: ACE American Insurance Company 22667 INSURER B: Arch Specialty Insurance Company 21199 INSURER C: QBE Specialty Insurance Company 11515 INSURER D: Navigators Specialty Insurance Company 36056 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W41722668 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	HDO G4895828A	09/25/2025	09/25/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 20,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	ISA H11434447	09/25/2025	09/25/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UXP1050989-03	09/25/2025	09/25/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C72631419	09/25/2025	09/25/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess Business Auto			140008967	09/25/2025	09/25/2026	Limit	$1,000,000

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

Re: FXE-25-242, RW 13-31 Pavement Sealing - Fort Lauderdale Executive Airport

General Liability includes Ongoing and/or Completed Operations coverage.

Umbrella/Excess Liability follows form and sits excess of the General Liability, Excess Automobile Liability and

SEE ATTACHED

CERTIFICATE HOLDER

City of Fort Lauderdale
C/O Procurement Division
401 SE 21st Street
Fort Lauderdale, FL 33316

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patricia A Forry

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Northeast, Inc.		Hi-Lite Airfield Services, LLC 20128 State Route 12F Watertown, NY 13601
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Employers Liability.

Coverage for Ohio Employers Liability and Stop-Gap Employers Liability for the states of ND, WA, WY is included under the Workers Compensation policy.

City of Fort Lauderdale is included as an Additional Insured as respects to General Liability and Auto Liability.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: Navigators Specialty Insurance Company NAIC#: 36056

POLICY NUMBER: NY25EXCZ0MAHHIC EFF DATE: 09/25/2025 EXP DATE: 09/25/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability ($3M xs of $2M)	Each Occurrence	$3,000,000
	Aggregate	$3,000,000

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POLICY NUMBER: HDO G4895828A

Endorsement Number: 6

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer, or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to the date of loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

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will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: HDO G4895828A

Endorsement Number: 16

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer, or surveyor, whom you are required to add as an additional insured under this policy under a written contract or agreement executed prior to the date of loss.	Pavement markings and signage for any location or project, other than a wrap-up or other consolidated insurance program location or project, for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: HDO G4895828A

Endorsement Number: 29

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER: HDO G4895828A

Endorsement Number: 30

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

Named Insured FRONTLINE ROAD SAFETY HOLDINGS II, LLC			Endorsement Number 28
Policy Symbol HDO	Policy Number G4895828A	Policy Period 09/25/2025 TO 09/25/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

_____
Authorized Representative

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured FRONTLINE ROAD SAFETY HOLDINGS II, LLC			Endorsement Number 5
Policy Symbol ISA	Policy Number H11434447	Policy Period 09/25/2025 TO 09/25/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

_____
Authorized Representative

POLICY NUMBER: ISA H11434447

Endorsement Number: 15

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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POLICY NUMBER: ISA H11434447

Endorsement Number: 18

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: FRONTLINE ROAD SAFETY HOLDINGS II, LLC
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

Named Insured FRONTLINE ROAD SAFETY HOLDINGS II, LLC			Endorsement Number 14
Policy Symbol ISA	Policy Number H11434447	Policy Period 09/25/2025 TO 09/25/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

_____
Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured FRONTLINE ROAD SAFETY HOLDINGS II, LLC 1125 17TH ST STE 1575 DENVER CO 80202	Endorsement Number Policy Number Symbol: WLR Number: C72631419
Policy Period 09-25-2025 **TO** 09-25-2026	Effective Date of Endorsement 09-25-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Agent

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Workers' Compensation and Employers' Liability Policy

Named Insured FRONTLINE ROAD SAFETY HOLDINGS II, LLC 1125 17TH ST STE 1575 DENVER CO 80202	Endorsement Number Policy Number Symbol: WLR Number: C72631419
Policy Period 09-25-2025 **TO** 09-25-2026	Effective Date of Endorsement 09-25-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization:

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

   The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Authorized Representative

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Workers' Compensation and Employers' Liability Policy

Named Insured FRONTLINE ROAD SAFETY HOLDINGS II, LLC 1125 17TH ST STE 1575 DENVER CO 80202	Endorsement Number Policy Number Symbol: WLR Number: C72631419
Policy Period 09-25-2025 **TO** 09-25-2026	Effective Date of Endorsement 09-25-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization:

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

   ALL OPERATIONS CONDUCTED BY AN INSURED PURSUANT TO SUCH WRITTEN CONTRACT

3. Premium:

   The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: $0

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured FRONTLINE ROAD SAFETY HOLDINGS II, LLC 1125 17TH ST STE 1575 DENVER CO 80202	Endorsement Number Policy Number Symbol: WLR Number: C72631419
Policy Period 09-25-2025 **TO** 09-25-2026	Effective Date of Endorsement 09-25-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

Authorized Representative

BROWARD COUNTY FLORIDA

Broward County

Transaction #: 14456858

Receipt #: 11696764

How was our service?

Let us know by scanning the QR code

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

Records, Taxes & Treasury Division
115 South Andrews Avenue Rm 114
Fort Lauderdale, FL 33301
Tel. (954) 831-4000 Fax (954) 357-7267
http://www.Broward.org/RecordsTaxesTreasury

Cashier Date: 1/9/2026 9:52:01AM

Print Date: 1/9/2026 9:52:23AM

HI LITE AIRFIELD SERVICES LLC
P O BOX 597
WATERTOWN, NY 13601

Payment Summary

Total Fees:	$44.00
Total Payments:	$44.00
	$0.00

1 Payment

Check	**#35945**	$44.00

2 Miscellaneous Item

AGENTTRANSMITTAL/MISC

AGENTTRANSMITTAL/MISC

1 Official Record

It is the responsibility of our customers to inspect their recording receipt, to verify the accuracy of the information keyed. Should you find a mistake, please contact us immediately and the correction will be made within 24 business hours after notification. Submit corrections to: records@broward.org

Public Construction Security

Instrument #: **120632908** Date: **1/9/2026 9:52:00AM**

Contractor & Surety: HI LITE AIRFIELD SERVICES LLC
ASCOT SURETY & CASUALTY COMPANY

Owner: FT LAUDERDALE CITY

Recording @ 1st=$10 Add'l=$8.50 ea.	4	35.50
APPROVAL FEE - SURETY	1	8.50

INSTR # 120632908
Recorded 01/09/26 at 09:52 AM
Broward County Commission
4 Page(s)
#1

Duplicate Original

SURETY BOND
IN COMPLIANCE WITH AND INCORPORATING THE PROVISIONS OF SECTION 255.05

THIS IS A SURETY BOND given by Hi-Lite Airfield Services, LLC the "Contractor" as principal, referred to in this Bond as "Contractor" and Ascot Surety & Casualty Company as "Surety," and they represent by this instrument that they are bound to the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida ("City"), in the sum of **$335,417.50** (THREE HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS AND FIFTY CENTS) for the payment of which, to be made to the City of Fort Lauderdale, Florida, they jointly and severally, bind themselves and each of their heirs, executors, administrators, successors and assigns.

Owner Name:	CITY OF FORT LAUDERDALE a municipal corporation of the State of Florida
Owner Address and Telephone:	City of Fort Lauderdale 401 SE 21st Street Fort Lauderdale, Florida 33316 (954) 828-5061
Bond No.:	SURU2210010261
Contractor Name, Address, Telephone:	Hi-Lite Airfield Services, LLC 20128 NYS Route 12F P.O. Box 597 Watertown, New York 13601 (315) 583-6111
Surety Company, Address, Telephone:	Ascot Surety & Casualty Company P.O. Box 2240 Ridgeland, MS 39158 (646) 356-8101
City Project No./Bid No.:	P12707 / Event No. 507-3
Name of Project:	Runway 13-31 Pavement Sealing
Project Location:	City of Fort Lauderdale
Legal Description and Street Address:	This project is located at Fort Lauderdale Executive Airport (FXE), 6000 NW 21st Avenue, in the City of Fort Lauderdale.
Description of Work:	The work to be accomplished includes, but is not limited to, furnishing all materials, labor, and equipment to perform all the work to be accomplished under this contract, which includes clearing the existing pavement, joint and crack repair, pavement marking, and seal coating of Runway 13-31. All work to be completed in compliance with current code and regulations, and per drawings and specifications.

"Contractor" is bound by an instrument in writing dated the **4th** day of **NOVEMBER 2025**, by which Contractor has contracted with the City of Fort Lauderdale, Florida, to furnish labor, tools, and materials for the Project referenced and described above, together with all work incidental thereto, as fully set out in the plans, specifications and details on file in the Office of the City Engineer of the City.

Notice required by Section 255.05(6), Florida Statutes (2024): "This bond is given to comply with Section 255.05 Florida Statutes (2024), and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes (2024)."

The condition of the above obligation is such that if the above bound "Contractor," or its successor or assigns shall in good faith and in good, sufficient, substantial and workmanlike manner, perform the work and

comply with the conditions of the contract, including payment of penalties, in strict accordance with the terms and provisions stipulated in it and shall indemnify and hold harmless the City against and for payments of any and all damages that may happen to persons or property by reason of excavations, embankments, obstructions and all other work in streets, alleys or places in connection with the work, or arising out of any act, neglect or omission of the "Contractor" or its agents, servants, or employees with relation to the work, and shall indemnify and hold harmless the City against and from all suits and acts of every nature and description arising out of any claims by patentees of any process connected with the work agreed to be performed under the contract, or of any materials used upon the work, and pay all costs accruing if the contract is cancelled and a new contract for finishing the work is let, and all other expenses lawfully chargeable to the "Contractor," then this agreement shall be null and void; otherwise it is to remain in full force and effect, but it is expressly provided, understood and agreed that if the "Contractor" or its subcontractors fail to duly and promptly pay for any labor, material, or other supplies used by "Contractor" or any of its subcontractors in the performance of the work to be done, or the Contractor defaults in its Contract with the City, the "Surety" will promptly pay to all claimants, as defined in Section 255.05(1), Florida Statutes (2024), the same in an amount not exceeding the sum specified in this bond, together with interest at the rate of fifteen percent (15%) per annum, and the Surety hereby stipulates and agrees that no change, extension, reduction, alteration or addition to the terms of the contract or the plans, details and specifications shall in any way affect the obligations of this bond.

Whenever Contractor shall be, and is declared by the City to be in default under the contract, the City may proceed to cancel the contract and award a new contract for finishing the work or order the Surety to promptly remedy the default by obtaining a bid or bids for completing the contract in accordance with the original contract terms and conditions. Upon the determination by the City of the lowest responsible bidder, the Surety shall complete all work and pay the full cost of completion, less previous payments.

This Bond is effective for one (1) year after completion and acceptance of the work, with liability equal to twenty-five percent (25%) of the contract price, and is so conditioned that the "Contractor" will, at its own expense, correct any defective or faulty work or material which appears within one (1) year after completion of the work and final payment, upon notification by the City.

IN WITNESS WHEREOF, the above "Contractor" has signed this Agreement, and the "Surety" has caused this Agreement to be signed in its name by its Attorney-in-Fact, and its corporate seal affixed, this 10th day of November, 2025.

Signed, sealed and delivered
in the presence of:

(Witness) Signature

Jennifer Egelston
(Witness) Print Name

(Witness) Signature

Nick Patetta
(Witness) Print Name

CONTRACTOR:

Hi-Lite Airfield Services, LLC (SEAL)

By: (SEAL)
Print Name and Title Kelly Spinner
Vice-President of Finance

SURETY:

Ascot Surety & Casualty Company (SEAL)
Local Agent

By: (SEAL)
Print Name and Title
Robert F. Bobo, Attorney-In-Fact
Florida License No. W044386

Ascot Surety & Casualty Company
Ascot Insurance Company
1020 Highland Colony Parkway, Suite 700
Ridgeland, MS 39157

Power of Attorney

KNOW ALL MEN BY THE PRESENTS:
That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Robert F. Bobo, Aaron P. Clark, Timothy F. Kelly, Florence McClellan, Teresa D. Kelly, Laura Kneitz, Rachel Richardson, Nick Patetta, Craig C. Payne, Tami Jones, Daisy Greathouse, Erica Kneitz, Kala Kelly, Josh Wright, Lauren Rumsey, Ivette Bustos, and Walker Wilks

of Houston, TX (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed $100,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof;
RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;
RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 13th day of March 2025.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 13th day of March 2025, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 10th day of November, 20 25.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

John Gill, Secretary

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ROBERT F BOBO

License Number : W044386

Non Resident Insurance License	Issue Date
• 0920 - NONRES GEN LINES (PROP & CAS)	05/19/2011

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at http://www.myfloridacfo.com/agents/

Jeff Atwater
Chief Financial Officer
State of Florida

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. ***(Only applicable if purchasing real property)*** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Christopher Miller Title: President Entity: Hi-Lite Airfield Services LLC.

Signature: _____ Date: 11/10/25

NOTARY PUBLIC ACKNOWEDGEMENT SECTION

STATE OF Florida
COUTY OF Manatee

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 10th day of November 2025 by Christopher Miller as President for Hi-Lite Airfield Services LLC who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC STATE OF FLORIDA
Expires 1/15/2029
Jennifer L Egelston
My Commission HH 629031

Notary Public Signature: _____ (Notary Seal)

Print Name: Jennifer Egelston My commission expires: 1/15/2029

CITY OF FORT LAUDERDALE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 02/04/2025

The undersigned, on behalf of Hi-Lite Airfield Services LLC.,
(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)

a Texas nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury,
(State entity is registered)
hereby deposes and says:

1. My name is Christopher Miller.
   (Print complete name of corporate officer/authorized representative)
2. I am an ✓ officer or ____ authorized representative (Select one) of the Nongovernmental Entity. My title is: President.
   (Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

Office Address: PO Box 597 Watertown NY 13601

Email Address: Jennifer.Egelston@gHi-Lite.Com

Main Phone Number: 315·583·6111 FEIN No.: 35-2489959

STATE OF Florida
COUNTY OF Manatee

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 10th day of November, 2025, by Christopher Miller.
(Print name of corporate officer/representative)

(NOTARY SEAL) NOTARY PUBLIC Expires 1/15/2029 Jennifer L Egelston My Commission HH 629031 STATE OF FLORIDA

_____
(Signature of Notary Public – State of Florida)

Jennifer L. Egelston
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☑ OR Produced Identification ☐

Type of Identification Produced_____

WE BUILD COMMUNITY