

## **Solicitation PNC2118215B1**

### **Pavement Resurfaces and Repair Services**

#### **Bid Designation: Public**



**Broward County Board of County Commissioners**

## Bid PNC2118215B1 Pavement Resurfaces and Repair Services

Bid Number PNC2118215B1  
Bid Title Pavement Resurfaces and Repair Services

Bid Start Date Mar 13, 2019 12:47:15 PM EDT  
Bid End Date Apr 12, 2019 2:00:00 PM EDT  
Question & Answer  
End Date Apr 2, 2019 5:00:00 PM EDT

Bid Contact Latoya Clark  
Purchasing Agent  
Purchasing  
954-357-6009  
lclark@broward.org

Bid Contact Scott Shaw  
Purchasing Agent  
Purchasing Division  
954-357-6066  
SCSHAW@broward.org

Contract Duration **1 year**  
Contract Renewal 2 annual renewals  
Prices Good for **120 days**  
Pre-Bid Conference **Mar 20, 2019 10:00:00 AM EDT**

**Attendance is optional**  
**Location: Highway and Bridge Maintenance Division**  
**1600 Blount Road**  
**Pompano Beach, FL 33069**

**Please have identification and a copy of the solicitation document.**

**Attendance at the pre-bid conference is optional. This information session presents an opportunity for vendors to clarify any concerns regarding the bid requirements. The vendor is cautioned that, although the pre-bid conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the vendor(s) to have visited the site or to have attended the conference.**

**Submission of a bid will be construed that the vendor is acquainted sufficiently with the work to be performed.**

**If you require any auxiliary aids for communication, please call 357-6066 so that arrangements can be made in advance.**

Bid Comments

**Scope of Work:** Scope includes, but is not limited to, the furnishing of all labor materials, equipment, services and incidentals to perform pavement resurfacing and repair services, such as road milling, asphalt installation, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic for the Broward County Highway and Bridge Maintenance Division and various other Broward County agencies that may have a need of these services and products.

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

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

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

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

**Basis of Award:** The basis of award is by total bid price; Vendor must bid all lines items or may be deemed non-responsive.

**Bid Allowance Amounts:** This solicitation includes pass-thru allowances. It is not necessary to add the allowance amount in your bid prices. BidSync will automatically add the allowance amount indicated to your bid total and will be reflected on the final tabulation. Refer to the Special Instructions to Vendors and the Specifications and Requirements for additional information.

**Questions and Answers:** The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of this solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in this solicitation document (including any addenda). The County will respond to all questions via BidSync.

**Submittals:** Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in this solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in this solicitation document. In the event that the Vendor is having difficulty submitting this solicitation document through BidSync, immediately notify the Purchasing Agent; and, then, contact BidSync for technical assistance.

**Item Response Form**

Item	<b>PNC2118215B1-01-01 - Base Bid: MOBILIZATION PER PROJECT (NIGHT WORK OR WITHIN 24 HOURS)</b>
Lot Description	Base Bid
Quantity	<b>25 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b>
	<u>Refer to Specifications and Requirements</u>
	N/A
	N/A FL 33301
	<b>Qty 25</b>

**Description**

FDOT #101-1, MOBILIZATION-MOBILIZE PER PROJECT (NIGHT WORK OR WITHIN 24 HOURS)

Item **PNC2118215B1--01-02 - Base Bid: TRAFFIC CONTROL OFFICER**

Lot Description Base Bid

Quantity **200 hour**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 200**

**Description**

FDOT PAY ITEM # 102-14: TRAFFIC CONTROL OFFICER UNIT PRICE SHALL BE PER HOUR

Item **PNC2118215B1--01-03 - Base Bid: WORK ZONE SIGNS, F&I**

Lot Description Base Bid

Quantity **5000 day**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 5000**

**Description**

FDOT PAY ITEM # 102-60: WORK ZONE SIGNS UNIT PRICE SHALL BE FOR EACH, ONE SIGN/ONE DAY.

Item **PNC2118215B1--01-04 - Base Bid: BUSINESS SIGN, F&I**

Lot Description Base Bid

Quantity **250 day**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 250**

**Description**

FDOT PAY ITEM # 102-61: BUSINESS SIGN, F&I, UNIT PRICE SHALL BE FOR EACH, ONE SIGN/ONE DAY.

Item **PNC2118215B1--01-05 - Base Bid: CHANNELIZING DEVICE - TYPES I, II DI, VP DRUM OR LCD**

Lot Description Base Bid

Quantity **5000 day**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A  
N/A FL 33301  
**Qty 5000**

**Description**

FDOT PAY ITEM # 102-74-1: CHANNELIZING DEVICE - TYPES I, II DI, VP DRUM OR LCD, F&I. UNIT PRICE SHALL BE FOR ONE DEVICE/ONE DAY.

Item **PNC2118215B1-01-06 - Base Bid: CHANNELIZING DEVICE - TYPE III - 6', F&I**

Lot Description Base Bid

Quantity **300 day**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 300**

**Description**

FDOT PAY ITEM # 102-74-2: CHANNELIZING DEVICE - TYPE III - 6', F&I. UNIT PRICE SHALL BE FOR ONE DEVICE/ONE DAY.

Item **PNC2118215B1-01-07 - Base Bid: TRAFFIC CONES ONLY**

Lot Description Base Bid

Quantity **8000 day**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 8000**

**Description**

FDOT PAY ITEM E102-74-9 TRAFFIC CONES ONLY UNIT PRICE SHALL BE FOR ONE CONE/ONE DAY.

Item **PNC2118215B1-01-08 - Base Bid: ADVANCE WARNING ARROW PANELS, F&I**

Lot Description Base Bid

Quantity **300 day**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 300**

**Description**

FDOT PAY ITEM # 102-76: ADVANCE WARNING ARROW PANELS, F&I UNIT PRICE SHALL BE FOR EACH BOARD/PANEL, ONE BOARD/ONE DAY.

Item **PNC2118215B1-01-09 - Base Bid: TEMPORARY RETROREFLECTIVE PAVEMENT MARKER**

Lot Description Base Bid

Quantity **300 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 300**

**Description**

FDOT PAY ITEM # 102-78: TEMPORARY RETRO-REFLECTIVE PAVEMENT MARKER, F&I UNIT PRICE SHALL BE FOR EACH RETRO-REFLECTIVE PAVEMENT MARKER, ONE RETRO-REFLECTIVE PAVEMENT MARKER/ONE DAY.

Item **PNC2118215B1-01-10 - Base Bid: PORTABLE CHANGEABLE MESSAGE SIGN TEMPORARY, F&I**

Lot Description Base Bid

Quantity **500 day**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 500**

**Description**

FDOT PAY ITEM # 102-99: PORTABLE CHANGEABLE MESSAGE SIGN-TEMPORARY, F&I UNIT PRICE SHALL BE FOR EACH PORTABLE CHANGEABLE MESSAGE SIGN, ONE SIGN/ONE DAY.

Item **PNC2118215B1-01-11 - Base Bid: PAVEMENT MARKING REMOVABLE TAPE, WHITE-BLACK, SKIP**

Lot Description Base Bid

Quantity **1000 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 1000**

**Description**

FDOT PAY ITEM # 102-911-1: PAVEMENT MARKING REMOVABLE TAPE, WHITE-BLACK, SKIP

Item **PNC2118215B1-01-12 - Base Bid: PAVEMENT MARKING REMOVABLE TAPE, WHITE-BLACK, SOLID**

Lot Description Base Bid

Quantity **1000 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 1000

**Description**

FDOT PAY ITEM # 102-911-2: PAVEMENT MARKING REMOVABLE TAPE, WHITE-BLACK, SOLID

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Item **PNC2118215B1-01-13 - Base Bid: PAVEMENT MARKING REMOVABLE TAPE, YELLOW, SOLID**  
Lot Description Base Bid  
Quantity **1000 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 1000**

**Description**

FDOT PAY ITEM # 102-912-2: PAVEMENT MARKING REMOVABLE TAPE, YELLOW, SOLID

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Item **PNC2118215B1-01-14 - Base Bid: SEDIMENT BARRIER**  
Lot Description Base Bid  
Quantity **500 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 500**

**Description**

FDOT PAY ITEM # 104-10-3: SEDIMENT BARRIER

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Item **PNC2118215B1-01-15 - Base Bid: STAKED TURBIDITY BARRIER - NYLON REINFORCED PVC**  
Lot Description Base Bid  
Quantity **200 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 200**

**Description**

FDOT PAY ITEM # 104-12: STAKED TURBIDITY BARRIER-NYLON REINFORCED PVC

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Item **PNC2118215B1-01-16 - Base Bid: INLET PROTECTION SYSTEM**  
Lot Description Base Bid  
Quantity **80 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A  
N/A FL 33301  
**Qty 80**

**Description**

FDOT PAY ITEM # 104-18: INLET PROTECTION SYSTEM

Item **PNC2118215B1-01-17 - Base Bid: MILLING EXIST ASPH PAVT, 1/2" AVG DEPTH**

Lot Description Base Bid

Quantity **5000 square yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A  
N/A FL 33301  
**Qty 5000**

**Description**

FDOT PAY ITEM # 327-70-16: MILLING EXIST ASPH PAVT, 1/2" AVG DEPTH

Item **PNC2118215B1-01-18 - Base Bid: MILLING EXIST ASPH PAVT, 1" AVG DEPTH (UP TO 10,000 SY)**

Lot Description Base Bid

Quantity **30000 square yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A  
N/A FL 33301  
**Qty 30000**

**Description**

FDOT PAY ITEM # 327-70-1: MILLING EXIST ASPH PAVT, 1" AVG DEPTH (UP TO 10,000 SY)

Item **PNC2118215B1-01-19 - Base Bid: MILLING EXIST ASPH PAVT, 1" AVG DEPTH (MORE THAN 10,000 SY)**

Lot Description Base Bid

Quantity **150000 square yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A  
N/A FL 33301  
**Qty 150000**

**Description**

FDOT PAY ITEM # 327-70-1: MILLING EXIST ASPH PAVT, 1" AVG DEPTH (MORE THAN 10,000 SY)

Item **PNC2118215B1-01-20 - Base Bid: MILLING EXIST ASPH PAVT, 2" AVG DEPTH**



Lot Description Base Bid  
Quantity **4000 square yard**  
Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
**Qty 4000**

**Description**  
FDOT PAY ITEM # 327-70-5: MILLING EXIST ASPH PAVT, 2" AVG DEPTH

Item **PNC2118215B1-01-21 - Base Bid: MILLING EXIST ASPH PAVT, 1-1/2" AVG DEPTH**

Lot Description Base Bid  
Quantity **20000 square yard**  
Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
**Qty 20000**

**Description**  
FDOT PAY ITEM # 327-70-6: MILLING EXIST ASPH PAVT, 1-1/2" AVG DEPTH

Item **PNC2118215B1-01-22 - Base Bid: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, OR D (UP TO 850 TONS)**

Lot Description Base Bid  
Quantity **1200 ton**  
Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
**Qty 1200**

**Description**  
FDOT PAY ITEM # 334-1-11, 334-1-12, 334-1-13, OR 334-1-14: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, OR D (UP TO 850 TONS)

Item **PNC2118215B1-01-23 - Base Bid: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, OR D (MORE THAN 850 TONS)**

Lot Description Base Bid  
Quantity **1200 ton**  
Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
**Qty 1200**

**Description**

FDOT PAY ITEM # 334-1-11, 334-1-12, 334-1-13, OR 334-1-14: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, OR D (MORE THAN 850 TONS)

Item **PNC2118215B1-01-24 - Base Bid: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, OR D, PG 76-22(UP TO 850 TONS)**

Lot Description Base Bid

Quantity **1200 ton**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
**Qty 1200**

**Description**

FDOT PAY ITEM # 334-1-52, 334-1-53, OR 334-1-54: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, OR D, PG 76-22(UP TO 850 TONS)

Item **PNC2118215B1-01-25 - Base Bid: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, OR D, PG 76-22 (MORE THAN 850 TONS)**

Lot Description Base Bid

Quantity **1200 ton**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
**Qty 1200**

**Description**

FDOT PAY ITEM # 334-1-52, 334-1-53, OR 334-1-54: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, OR D, PG 76-22 (MORE THAN 850 TONS)

Item **PNC2118215B1-01-26 - Base Bid: ASPHALT CONCRETE FRICTION COURSE , FC-9.5, 76-22 FOR TRAFFIC LEVELS B OR C (UP T**

Lot Description Base Bid

Quantity **7000 ton**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
**Qty 7000**

**Description**

FDOT PAY ITEM # 337-7-80 OR 337-7-82: ASPHALT CONCRETE FRICTION COURSE , FC-9.5, 76-22 FOR TRAFFIC LEVELS B OR C (UP TO 850 TONS)

Item **PNC2118215B1-01-27 - Base Bid: ASPHALT CONCRETE FRICTION COURSE , FC-9.5, 76-22  
FOR TRAFFIC LEVELS B OR C (MORE**

Lot Description Base Bid

Quantity **8000 ton**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 8000**

**Description**

FDOT PAY ITEM# 337-7-80 OR 337-7-82 ASPHALT CONCRETE FRICTION COURSE , FC-9.5, 76-22 FOR TRAFFIC LEVELS B OR C (MORE THAN 850 TONS)

Item **PNC2118215B1-01-28 - Base Bid: ASPHALT CONCRETE FRICTION COURSE, FC-12.5, 76-22  
FOR TRAFFIC LEVELS B OR C**

Lot Description Base Bid

Quantity **1000 ton**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 1000**

**Description**

FDOT PAY ITEM#337-7-81 OR 337-7-83 ASPHALT CONCRETE FRICTION COURSE, FC-12.5, 76-22 FOR TRAFFIC LEVELS B OR C (UP TO 850 TONS)

Item **PNC2118215B1-01-29 - Base Bid: ASPHALT CONCRETE FRICTION COURSE FC-12.5, 76-22  
FOR TRAFFIC LEVEL B OR C**

Lot Description Base Bid

Quantity **1000 ton**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 1000**

**Description**

FDOT PAY ITEM# 337-7-81 OR 337-7-83 ASPHALT CONCRETE FRICTION COURSE FC-12.5, 76-22 FOR TRAFFIC LEVEL B OR C (MORE THAN 850 TONS)

Item **PNC2118215B1-01-30 - Base Bid: ASPHALT CONCRETE FRICTION COURSE FC-12.5, 76-22  
FOR TRAFFIC LEVEL D**

Lot Description Base Bid

Quantity **1000 ton**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty** 1000

**Description**

FDOT PAY ITEM# 337-7-85 ASPHALT CONCRETE FRICTION COURSE FC-12.5, 76-22 FOR TRAFFIC LEVEL D (UP TO 850 TONS)

Item **PNC2118215B1--01-31 - Base Bid: ASPHALT CONCRETE FRICTION COURSE FC-12.5, 76-22 FOR TRAFFIC LEVEL D**

Lot Description Base Bid

Quantity **1000 ton**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty** 1000

**Description**

FDOT PAY ITEM # 337-7-85 ASPHALT CONCRETE FRICTION COURSE FC-12.5, 76-22 FOR TRAFFIC LEVEL D (MORE THAN 850 TONS)

Item **PNC2118215B1--01-32 - Base Bid: MISCELLANEOUS ASPHALT PAVEMENT**

Lot Description Base Bid

Quantity **1000 ton**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty** 1000

**Description**

FDOT PAY ITEM # 339-1: MISCELLANEOUS ASPHALT PAVEMENT

Item **PNC2118215B1--01-33 - Base Bid: CLEANING AND RESEALING JOINTS-EXISTING CONCRETE PAVEMENT: REHAB**

Lot Description Base Bid

Quantity **500 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty** 500

**Description**

FDOT PAY ITEM # 350-5: CLEANING AND RESEALING JOINTS-EXISTING CONCRETE PAVEMENT: REHAB

Item **PNC2118215B1-01-34 - Base Bid: CLEANING AND SEALING RANDOM CRACKS IN EXISTING CONCRETE PAVEMENT-REHAB**

Lot Description Base Bid

Quantity **500 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 500**

**Description**

FDOT PAY ITEM # 350-6: CLEANING AND SEALING RANDOM CRACKS IN EXISTING CONCRETE PAVEMENT-REHAB

Item **PNC2118215B1-01-35 - Base Bid: GRINDING CONCRETE PAVEMENT**

Lot Description Base Bid

Quantity **1000 square yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 1000**

**Description**

FDOT PAY ITEM # 352-70: GRINDING CONCRETE PAVEMENT

Item **PNC2118215B1-01-36 - Base Bid: QUALIFIED CTQP ASPHALT PAVING LEVEL II TECHNICIAN**

Lot Description Base Bid

Quantity **200 hour**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 200**

**Description**

FDOT PAY ITEM # NA: QUALIFIED CONSTRUCTION TRAINING QUALIFICATION PROGRAM (CTQP) ASPHALT PAVING LEVEL II TECHNICIAN

Item **PNC2118215B1-01-37 - Base Bid: MANHOLE, ADJUST**

Lot Description Base Bid

Quantity **20 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301

**Qty 20**

**Description**

FDOT PAY ITEM # 425-5: MANHOLE, ADJUST

Item **PNC2118215B1-01-38 - Base Bid: MANHOLE, ADJUST, UTILITIES**

Lot Description **Base Bid**

Quantity **20 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 20**

**Description**

FDOT PAY ITEM # 425-5-1: MANHOLE, ADJUST, UTILITIES

Item **PNC2118215B1-01-39 - Base Bid: VALVE ADJUST**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 50**

**Description**

FDOT PAY ITEM # 425-6: VALVE ADJUST

Item **PNC2118215B1-01-40 - Base Bid: REPLACE MANHOLE COVER AND RING (SET)**

Lot Description **Base Bid**

Quantity **20 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 20**

**Description**

FDOT PAY ITEM # NA: REPLACE MANHOLE COVER AND RING (SET)

Item **PNC2118215B1-01-41 - Base Bid: PATTERNED PAVEMENT, VEHICULAR AREAS**

Lot Description **Base Bid**

Quantity **50 square yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 50**

**Description**

FDOT PAY ITEM # 523-1: PATTERNED PAVEMENT, VEHICULAR AREAS

Item **PNC2118215B1-01-42 - Base Bid: DELINEATOR, FLEXIBLE TUBULAR**

Lot Description Base Bid

Quantity **5 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 5**

**Description**

FDOT PAY ITEM # 705-11-1: DELINEATOR, FLEXIBLE TUBULAR

Item **PNC2118215B1-01-43 - Base Bid: DELINEATOR, NON-FLEXIBLE**

Lot Description Base Bid

Quantity **5 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 5**

**Description**

FDOT PAY ITEM # 705-11-2: DELINEATOR, NON-FLEXIBLE

Item **PNC2118215B1-01-44 - Base Bid: DELINEATOR, FLEXIBLE HIGH VISIBILITY MEDIAN, 42",  
WHITE**

Lot Description Base Bid

Quantity **5 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 5**

**Description**

FDOT PAY ITEM # 705-11-3: DELINEATOR, FLEXIBLE HIGH VISIBILITY MEDIAN, 42", WHITE

Item **PNC2118215B1-01-45 - Base Bid: DELINEATOR, FLEXIBLE HIGH PERFORMANCE 48", WHITE**

Lot Description Base Bid

Quantity **5 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 5**

**Description**  
FDOT PAY ITEM # 705-11-4: DELINEATOR, FLEXIBLE HIGH PERFORMANCE 48", WHITE

Item **PNC2118215B1-01-46 - Base Bid: RETRO-REFLECTIVE PAVEMENT MARKERS**  
Lot Description Base Bid  
Quantity **5000 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 5000**

**Description**  
FDOT PAY ITEM # 706-3: RETRO-REFLECTIVE PAVEMENT MARKERS

Item **PNC2118215B1-01-47 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 6"**  
Lot Description Base Bid  
Quantity **100000 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 100000**

**Description**  
FDOT PAY ITEM # 710-11-101 OR 710-11-201: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 6"

Item **PNC2118215B1-01-48 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 6", 10-30 OR 3-9 SKIP**  
Lot Description Base Bid  
Quantity **50000 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 50000**

**Description**  
FDOT PAY ITEM # 710-11-131: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 6", 10-30 OR 3-9 SKIP



Item **PNC2118215B1-01-49 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL**

Lot Description Base Bid

Quantity **20 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 20**

**Description**

FDOT PAY ITEM # 710-11-160:PAINTED PAVEMENT MARKINGS-STANDARD, WHITE, MESSAGE OR SYMBOL

Item **PNC2118215B1-01-50 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS**

Lot Description Base Bid

Quantity **500 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 500**

**Description**

FDOT PAY ITEM # 710-11-170:PAINTED PAVEMENT MARKINGS-STANDARD, WHITE, ARROWS

Item **PNC2118215B1-01-51 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YIELD LINE**

Lot Description Base Bid

Quantity **3000 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 3000**

**Description**

FDOT PAY ITEM # 710-11-180: PAINTED PAVEMENT MARKINGS-STANDARD, WHITE, YIELD LINE

Item **PNC2118215B1-01-52 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, ISLAND NOSE**

Lot Description Base Bid

Quantity **500 square foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 500**

**Description**

FDOT PAY ITEM # 710-11-190 OR 290: PAINTED PAVEMENT MARKINGS-STANDARD, WHITE OR YELLOW, ISLAND NOSE

Item **PNC2118215B1-01-53 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 8"**

Lot Description Base Bid

Quantity **5000 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 5000**

**Description**

FDOT PAY ITEM # 710-11-102 OR 710-11-202: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 8"

Item **PNC2118215B1-01-54 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 12"**

Lot Description Base Bid

Quantity **5000 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 5000**

**Description**

FDOT PAY ITEM # 710-11-123 OR 710-11-223: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 12"

Item **PNC2118215B1-01-55 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 18"**

Lot Description Base Bid

Quantity **3000 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 3000**

**Description**

FDOT PAY ITEM # 710-11-124 OR 710-11-224: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 18"

Item **PNC2118215B1-01-56 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 24"**  
Lot Description Base Bid  
Quantity **3000 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 3000**

**Description**

FDOT PAY ITEM # 710-11-125 OR 710-11-225: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 24"

Item **PNC2118215B1-01-57 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"**  
Lot Description Base Bid  
Quantity **3000 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 3000**

**Description**

FDOT PAY ITEM # 710-11-231: PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"

Item **PNC2118215B1-01-58 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, DOTTED / GUIDELINE / 6-10**  
Lot Description Base Bid  
Quantity **10000 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 10000**

**Description**

FDOT PAY ITEM # 710-11-141 OR FDOT PAY ITEM # 710-11-241: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, DOTTED / GUIDELINE / 6-10 GAP EXTENSION, 6"

Item **PNC2118215B1-01-59 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, BLACK, SOLID 6"**  
Lot Description Base Bid  
Quantity **1000 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 1000**

**Description**

FDOT PAY ITEM # 710-11-321: PAINTED PAVEMENT MARKINGS, STANDARD, BLACK, SOLID 6"

Item **PNC2118215B1-01-60 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, BLACK, SKIP 6"**

Lot Description Base Bid

Quantity **1000 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 1000**

**Description**

FDOT PAY ITEM # 710-11-331: PAINTED PAVEMENT MARKINGS-STANDARD, BLACK, SKIP 6"

Item **PNC2118215B1-01-61 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, SOLID, 6"**

Lot Description Base Bid

Quantity **1000 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 1000**

**Description**

FDOT PAY ITEM # 710-11-421: PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, SOLID, 6"

Item **PNC2118215B1-01-62 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, MESSAGE**

Lot Description Base Bid

Quantity **30 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 30**

**Description**

FDOT PAY ITEM # 710-11-460: PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, MESSAGE

Item **PNC2118215B1--01-63 - Base Bid: THERMOPLASTIC, STANDARD, OR 10-30 SKIP, 2-4  
DOTTED SOLID 6", WHITE OR YELLOW**

Lot Description Base Bid

Quantity **3000 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 3000**

**Description**

FDOT PAY ITEM # 711-11-101 OR 711-11-201: THERMOPLASTIC, STANDARD, OR 10-30 SKIP, 2-4 DOTTED SOLID 6", WHITE OR YELLOW

Item **PNC2118215B1--01-64 - Base Bid: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID,  
8" FOR INTERCHANGE AND URBAN IS**

Lot Description Base Bid

Quantity **5000 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 5000**

**Description**

FDOT PAY ITEM # 711-11-102 OR 711-11-202: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND

Item **PNC2118215B1--01-65 - Base Bid: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID,  
12"**

Lot Description Base Bid

Quantity **3000 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

**Qty 3000**

**Description**

FDOT PAY ITEM # 711-11-123 OR 711-11-223: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID, 12"

Item **PNC2118215B1--01-66 - Base Bid: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID,  
18"**

Lot Description Base Bid

Quantity **3000 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 3000**

**Description**

FDOT PAY ITEM # 711-11-124 OR 711-11-224: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID, 18"

Item **PNC2118215B1-01-67 - Base Bid: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID, 24"**

Lot Description Base Bid

Quantity **2000 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 2000**

**Description**

FDOT PAY ITEM # 711-11-125 OR 711-11-225: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID, 24"

Item **PNC2118215B1-01-68 - Base Bid: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, DOTTED/GUIDELINE / 6-10 GAP EXTENSION**

Lot Description Base Bid

Quantity **3000 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 3000**

**Description**

FDOT PAY ITEM # 711-11-141 OR 711-11-241: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, DOTTED/GUIDELINE / 6-10 GAP EXTENSION, 6"

Item **PNC2118215B1-01-69 - Base Bid: THERMOPLASTIC, STANDARD, WHITE, MESSAGE**

Lot Description Base Bid

Quantity **20 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 20**

**Description**

FDOT PAY ITEM # 711-11-160: THERMOPLASTIC, STANDARD, WHITE, MESSAGE

Item **PNC2118215B1-01-70 - Base Bid: THERMOPLASTIC, STANDARD, WHITE, ARROW**  
Lot Description Base Bid  
Quantity **300 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 300**

**Description**  
FDOT PAY ITEM # 711-11-170: THERMOPLASTIC-STANDARD, WHITE, ARROW

Item **PNC2118215B1-01-71 - Base Bid: THERMOPLASTIC, STANDARD, WHITE, YIELD LINE**  
Lot Description Base Bid  
Quantity **1000 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 1000**

**Description**  
FDOT PAY ITEM # 711-11-180: THERMOPLASTIC, STANDARD, WHITE, YIELD LINE

Item **PNC2118215B1-01-72 - Base Bid: THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"**  
Lot Description Base Bid  
Quantity **1000 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 1000**

**Description**  
FDOT PAY ITEM # 711-11-421: THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"

Item **PNC2118215B1-01-73 - Base Bid: THERMOPLASTIC, STANDARD, OTHER SURFACES, WHITE OR YELLOW, SOLID, 6"**  
Lot Description Base Bid  
Quantity **100000 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 100000**

**Description**

FDOT PAY ITEM # 711-16-101 OR 711-16-201: THERMOPLASTIC, STANDARD,OTHER SURFACES, WHITE OR YELLOW, SOLID, 6"

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Item **PNC2118215B1-01-74 - Base Bid: THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"**  
Lot Description Base Bid  
Quantity **1000 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 1000**

**Description**

FDOT PAY ITEM # 711-16-102: THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"

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Item **PNC2118215B1-01-75 - Base Bid: THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP**  
Lot Description Base Bid  
Quantity **50000 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 50000**

**Description**

FDOT PAY ITEM # 711-16-131: THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP, OR 3-9 LANE DROP

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Item **PNC2118215B1-01-76 - Base Bid: THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW,10-30 SKIP OR 3-9 LANE DROP, 6"**  
Lot Description Base Bid  
Quantity **3000 linear foot**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 3000**

**Description**

FDOT PAY ITEM # 711-16-231: THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW,10-30 SKIP OR 3-9 LANE DROP, 6"

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Item **PNC2118215B1-01-77 - Base Bid: THERMOPLASTIC, REMOVE**  
Lot Description Base Bid  
Quantity **3000 square foot**  
Unit Price



Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
**Qty 3000**

**Description**

FDOT PAY ITEM # 711-17: THERMOPLASTIC, REMOVE

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Item **PNC2118215B1--01-78 - Base Bid: MINIMUM CHARGE FOR STRIPING FOR EACH PROJECT**  
Lot Description Base Bid  
Quantity **5 each**  
Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
**Qty 5**

**Description**

FDOT PAY ITEM #NA MINIMUM CHARGE FOR STRIPING FOR EACH PROJECT

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Item **PNC2118215B1--01-79 - Base Bid: PORTABLE RESTROOM, SIGNLE STALL**  
Lot Description Base Bid  
Quantity **25 week**  
Unit Price

Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
**Qty 25**

**Description**

FDOT PAY ITEM # NA /PORTABLE RESTROOM, SIGNLE STALL

## SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)

### PAVEMENT RESURFACES AND REPAIR SERVICES

A. Scope:

Vendors are invited to respond for a fixed contract to furnish all labor, materials, equipment and services required to perform pavement resurfacing and repair services, such as roadway milling, asphalt installation, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic for the Broward County Highway and Bridge Maintenance Division and various other Broward County agencies that may have a need of these services and products.

The initial contract period shall start on date of award, or upon expiration of the current contract (July 4, 2019), whichever is later and shall terminate one (1) year from that date. The Director of Purchasing may renew this contract for an additional two (2) one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent in advance of expiration date of this contract.

The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract. There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct purchase orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

B. Specifications and Requirements:

**Specifications and Requirements**, are included hereto and made a part hereof. Whenever the Technical Specifications address a third party (i.e. manufacturer, applicator, subcontractor, etc.) it is to be construed as the Vendor through the third party.

The product offered by the Vendor must on an overall basis be equal or greater in quality or performance than the Specifications and Requirements. Broward County reserves the right to be the sole judge of what is equal and acceptable. Submittals which do not comply with Specifications and Requirements are subject to rejection.

C. Office of Economic and Small Business Requirements:

This solicitation has the following County Business Enterprise Goals: 35% CBE Goals. Vendors must follow the instructions included in the **Office of Economic and Small Business Development Requirements** and submit all required forms and information as instructed.

D. Federal Transit Administration Requirements:

Not applicable to this solicitation.

E. Vendor Responsibilities:

The Vendor will be responsible for the provision, installation (if applicable, per Specifications and Requirements) and performance of all equipment, materials, services, etc. offered in his or her submittal. The Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his or her own manufacture.

Vendor shall perform the Work with its own organization, amounting to not less than forty percent (40%) of the Contract Price.

F. Licensing Requirements:

Proof of licensing should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

In order to be considered a responsible and responsive Vendor for the scope of work set forth in this solicitation, the Vendor shall possess one of the following licenses (including any specified State registration, if applicable) at the time of solicitation submittal. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified, as determined by the County, will be considered responsible and responsive to the solicitation.

State: CERTIFIED GENERAL CONTRACTOR

OR

County: GENERAL BUILDING CONTRACTOR CLASS "A"; OR  
(Must be registered with the State)

GENERAL ENGINEERED CONSTRUCTION BUILDER; OR  
MAJOR ROADS – CLASS "A"

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor.

G. Public Bid Disclosure Act:

In compliance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each permit, license and/or fee which the Contractor will have to pay the County by virtue of this work/project (before or during construction) is set forth below and includes the dollar amount or the percentage method or unit method to be paid of all permits, licenses and/or fees which includes but is not limited to all licensing fees, permit fees, impact fees, inspection fees and certificates of occupancy (CO).

The Highway Bridge and Maintenance Division will be responsible for paying for any and all permits, licenses, and fees, imposed on the Work by agencies of the Broward County Commission. This does not alleviate the Vendor from obtaining the permits.

\*Licenses, permits and fees which may be required by The State of Florida, State Agencies or by other local governmental entities are not included in the above list but will be paid on a cost "pass-thru" basis for Non-County Agency Permits and Fees, in accordance with Section K and L of the document.

H. Permits and Fees: (for Agencies other than Broward County Commissioners)

The Vendor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc., shall be included in price bid except where noted in the specifications and requirements.

I. Prevailing Wage Rates:

Section 26-5 of the Broward County Code of Ordinances, provides that in all non-federally funded construction procurement activity of \$250,000 or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision). The applicable Prevailing Wage Rate Tables are included hereto and made a part hereof.

J. Liquidated Damages:

1. The work to be performed under this Contract shall be commenced upon issuance of Purchase Order or Notice to Proceed, which will not be issued until receipt of all required documents.
2. The work shall be completed and ready for final payment from the time indicated in the Notice to Proceed from the date indicated in the Notice to Proceed.
3. Upon failure of the Contractor to complete a project pursuant to this contract within the specified period of time (plus approved extensions, if any) the Contractor shall pay to County the sum, in accordance with the following sliding scale (based on Florida Department of Transportation Standard Specifications for Road and Bridge Construction, January 2019, Section 8-10) for each calendar day (plus approved extensions) after the time specified for completion and readiness for final payment (plus approved extensions).

<b>INDIVIDUAL PROJECT AMOUNT</b>	<b>DAILY CHARGE PER CALENDAR DAY</b>
\$50,000 and under	\$956
Over \$50,000 but less than \$250,000	\$964
\$250,000 but less than \$500,000	\$1,241
\$500,000 and over	\$1,665

4. This amount is not a penalty but liquidated damages to the County. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the County as a consequence of such delay. Contractor acknowledges and agrees that damages to County from untimely completion are extremely difficult to determine, and accordingly the Contractor agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.
5. The County is authorized to deduct liquidated damage amounts from the monies due to Contractor for the work under this contract, or as much thereof as the County may, at its own option, deem just and reasonable.

K. Allowance (PASS-THRU) Items: (Estimated Total \$105,000 Annually):

The total annual amount for allowance items is an estimate only and will be automatically included in the total price bid.

- Parts and Materials:  
Estimated in the amount of \$50,000 Annually

- Specialized Contraction Activities:  
Estimated in the amount of \$50,000 Annually
- Non-Broward County Agency Permits and Fees:  
Estimated in the amount of \$5,000 Annually

1. GENERAL REQUIREMENTS

- a. Payments for the Pass-thru cost allowance shall be in accordance with SPECIAL INSTRUCTIONS TO VENDORS, Section L.
- b. In situations where the County elects to have the Contractor supply parts or materials and no prices for same have been established in this contract, the cost of these items will be on a "Pass-Thru" basis, i.e., the Contractor will charge the County the same total invoice prices he or she is charged by his or her suppliers, including freight and taxes. A copy of the Contractor's invoice(s) from supplier for such parts and materials shall be submitted with the Contractor's invoice for payment. In cases where the contractor manufactures his or her own parts, he or she will charge the County a price no higher than he or she charges his or her most favored customer. The County reserves the right to request verification.
- c. Proof of the pass-thru cost shall be submitted with invoice to Accounting in order for invoice to be processed for payment, with a copy of the costs invoice sent to the Project Manager or Building Manager of the Agency requesting the services. No markup will be permitted for these pass-thru costs. County reserves the option to purchase and furnish parts if County determines that the prices submitted by Contractor are not fair and reasonable.

L. Payment:

- 1. Purchase Orders for each individual work order will be issued on an as-needed basis to the CONTRACTOR after receipt of documents specified herein. Only final payments will be made for each project, in accordance with Section 11 of the GENERAL CONDITIONS of this solicitation, except when duration of the project shall exceed thirty-(30) days from commencement of work, and upon request of the CONTRACTOR.
- 2. Applications for payment shall be submitted to Broward County Highway and Bridge Maintenance Division (BCHBMD), 1600 Blount Road, Pompano Beach, FL 33069, unless the project/purchase order is issued by an agency other than BCHBMD.
- 3. Final payment will be paid in full upon completion of all requirements.
- 4. With every Application for Payment, the CONTRACTOR shall submit to COUNTY, a list of pay items for the various portions of the Work, aggregating the total project sum. Each item in the schedule, when approved by COUNTY, shall be used only as a basis for the CONTRACTOR'S Application for Payment.
- 5. Partial payments shall only be made upon approval of the CONTRACTOR's Application for Payment showing work performed and completed, inspected and approved by COUNTY, and shall be in accordance with the following:
  - a. Payment will be made no more than once per month.
  - b. Partial payments shall not be made for any incomplete pay item (line item) associated with any PO's or NTP's issued under this Contract. All components of any pay item, including all required quantities, must be installed, and have

passed pay item inspection before approval for any payment to be made on the work order.

- c. No partial payments shall be made for furnish only items which have been partially delivered by CONTRACTOR.
  - d. Final payment shall not become due until all Work under the project is (100%) complete, including:
    - a. Repair and/or replacement of faulty or defective Work.
    - b. As-built drawings and Record Drawings are submitted to and accepted by COUNTY.
    - c. All code requirements, inspections, testing and certificates of approval are conformed with, submitted, and accepted by COUNTY.
    - d. COUNTY is satisfied all payrolls, bills for materials and Equipment and other indebtedness connected with the work for which COUNTY might in any way be responsible have been paid or otherwise satisfied to the extent and in such form as may be designated by the County.
    - e. Completion of punch list.
    - f. Warranties are submitted to and accepted by County.
    - g. Final list of subcontractors, sub-consultants and suppliers must be signed and notarized by CONTRACTOR. A list of all non-certified sub-vendors used must be attached to this certified document.
  - e. Any additional documentation or information as described in these Specifications and Requirements.
6. The solicitation includes an allowance amount for parts and materials, specialized contraction activities, and non-Broward County Agency permits and fees, the following shall apply to payment of allowances:
- a. The allowance amount is an estimate only; payment is not guaranteed and is only paid based on actual costs incurred by the Vendor for the identified allowance.
  - b. The Contract Administrator or designee must authorize use of any allowances (per Specifications and Requirements) prior to Vendor incurring costs related to an allowance amount.
  - c. No markup or additional fees are allowed on payment of allowance items. This includes, but is not limited to, overhead, profit, "runner's fees", etc.
  - d. Allowances for Permit Fees: payment for permit fees does not include licenses, permit expediting services, re-inspection fees, and expired permit fees. Proof of permit fee(s) shall be submitted with Vendor's invoice for payment.

M. Basis of Award:

The basis of award is by total bid price; Vendor must bid all lines items or may be deemed non-responsive.



## **SPECIFICATIONS AND REQUIREMENTS**

### **PAVEMENT RESURFACES AND REPAIR SERVICES**

#### **1. SCOPE**

Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway milling, resurfacing, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic in a competent and professional manner in compliance with all applicable building, safety, technical and related codes and laws. Construction activities shall conform to the latest edition of:

- 1.1. **FDOT Standard Specifications for Road and Bridge Construction, 2019** [Referenced throughout the Contract as “FDOT Standard Specifications”] (including all referenced and supplemental standards and specifications within (including ASTM and ANSI specifications), and all amendments, mandatory revisions, workbooks, and implemented modifications in effect as of January 2019) (available at: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>).
- 1.2. **FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, 2018-19**, Topic No. 625- 010-003 [Standard Indexes] and Pay Items [Referenced throughout the Contract as “FDOT Design Standards”] [\*Note that Maintenance of Traffic/Work Zone Traffic Control standards are incorporated in Index Series 600 of this document] (available at: <http://www.fdot.gov/design/standardplans/SPRBC.shtm> ).
- 1.3. **The Americans with Disabilities Act Accessibility Guidelines (ADAAG)** (available at: [http://www.ada.gov/2010ADAstandards\\_index.htm](http://www.ada.gov/2010ADAstandards_index.htm)).
- 1.4. **Minimum Standards Applicable to Public Right-of-Way Under Broward County, Florida Jurisdiction (dated October 2005)**, [Referenced throughout the Contract as “County’s Minimum Standards”] (available at: <https://www.google.com/search?q=broward+county+minimum+standards&oq=broward+county+minimum&aqs=chrome..69j57j0l5.8985j0j4&sourceid=chrome&ie=UTF-8#>).
- 1.5. **Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 Edition**, (available at: <http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/mutcd2009r1r2edition.pdf>).

#### **2. GENERAL CONDITIONS FOR INDIVIDUAL PROJECTS**

- 2.1. Projects shall include delivery and installation at locations Countywide. There are no minimum or maximum quantities assumed for each individual project. CONTRACTOR’s bid shall account for this. CONTRACTOR shall furnish all materials, equipment, labor, and services that may be required for each individual project.
- 2.2. The CONTRACTOR agrees to cooperate and work with all Broward County divisions in scheduling work requested. The CONTRACTOR will be notified approximately ten (10) calendar days in advance of start date of a project, except during emergencies. The CONTRACTOR will be notified of completion dates prior to the project start date.
- 2.3. The work embraced in this Contract shall commence only when sufficient material, equipment, personnel, and other necessities are available; consequently, it can be carried out regularly, uninterrupted, and completed without delay. The CONTRACTOR is responsible for estimation of all materials necessary for completion of any project designated by the County.
- 2.4. The CONTRACTOR will be required to obtain an annual PERMIT OF RECORD from the Broward County Environmental Engineering and Permitting Division (no fee/no additional security required) to cover all work performed within County jurisdiction Rights-of-Ways as a result of being awarded this contract.



## **2.5. PROJECT MANUAL FOR INDIVIDUAL PROJECTS**

- 2.5.1. The Project Manual shall include any general or special conditions or specifications.
- 2.5.2. The Project Manual, along with all documents that make up and constitute the Project Manual scope and requirements of any individual project, shall be followed in strict accordance as to work, performance, material, and dimensions except when COUNTY PROJECT MANAGER may authorize, in writing, an exception.
- 2.5.3. Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be resolved by COUNTY PROJECT MANAGER. CONTRACTOR shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from COUNTY PROJECT MANAGER.

## **3. INTENTION OF COUNTY**

- 3.1. It is the intent of COUNTY to describe in the Project Manual a functionally complete Project (or part thereof) to be constructed in accordance with the Project Manual and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Project Manual as being required to produce the intended result shall be supplied by CONTRACTOR whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and CONTRACTOR shall comply therewith. COUNTY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

## **4. PRELIMINARY MATTERS**

- 4.1. At a time specified by COUNTY PROJECT MANAGER and before CONTRACTOR starts the work at the Project site, a conference attended by CONTRACTOR, COUNTY PROJECT MANAGER and others as deemed appropriate by COUNTY PROJECT MANAGER, will be held to discuss project schedule, procedures for handling Shop Drawings, project submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

## **5. LABOR AND MATERIALS**

- 5.1. Unless otherwise provided herein, CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 5.2. CONTRACTOR shall at all times enforce strict discipline and good order among its employees and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.
- 5.3.

## **6. ROYALTIES AND PATENTS**

- 6.1. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

## **7. WEATHER**

- 7.1. Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent CONTRACTOR from productively performing controlling items of work identified on the accepted schedule or updates resulting in:
- 7.1.1. CONTRACTOR being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions; or
  - 7.1.2. CONTRACTOR must make major repairs to the Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by CONTRACTOR, and providing that CONTRACTOR was unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates.

## **8. PERMITS, LICENSES AND IMPACT FEES**

- 8.1. All permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by CONTRACTOR pursuant to this Contract shall be secured and paid for by CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the permit and/or licenses fee(s) as evidenced by an invoice or other acceptable documentation issued by the permitting agency. It is CONTRACTOR's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.
- 8.2. Impact fees levied by any municipality shall be paid by CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to CONTRACTOR in no event shall include profit or overhead of CONTRACTOR.

## **9. RESOLUTION OF DISPUTES**

- 9.1. To prevent all disputes and litigation, it is agreed by the parties hereto that COUNTY PROJECT MANAGER shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Project Manual and fulfillment of the Projects as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and COUNTY PROJECT MANAGER's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 9.2. All non-technical administrative disputes shall be determined by the CONTRACT ADMINISTRATOR. During the pendency of any dispute and after a determination thereof, CONTRACTOR and COUNTY PROJECT MANAGER shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.
- 9.2. In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The 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 provided under State law. A party specifically waives all of its rights, including, but not limited to, claims for contract time and contract price adjustments provided in the contract, including rights and remedies under state law, if said party fails to comply in strict accordance with the requirements of this article.

## 10. INSPECTION OF WORK

- 10.1. COUNTY personnel shall at all times have access to the Work, and CONTRACTOR shall provide proper facilities for such access and for inspecting, measuring and testing.
- 10.1.1. Should the Project Manual, COUNTY PROJECT MANAGER's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, CONTRACTOR shall give COUNTY PROJECT MANAGER timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than COUNTY, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of COUNTY PROJECT MANAGER, it must, if required by COUNTY PROJECT MANAGER, be uncovered for examination and properly restored at CONTRACTOR's expense.
- 10.1.2. Reexamination of any of the Work may be ordered by COUNTY PROJECT MANAGER with prior written approval by the CONTRACT ADMINISTRATOR, and if so ordered, the Work must be uncovered by CONTRACTOR. If such Work is found to be in accordance with the Contract Documents, COUNTY shall pay the cost of reexamination and replacement. If such Work is not in accordance with the Project Manual, CONTRACTOR shall pay such cost.
- 10.1.3. Inspectors shall have no authority to permit deviations from, nor to relax any of the provisions of, the Project Manual nor to delay the Project by failure to inspect the materials and work with reasonable promptness without the written permission or instruction of COUNTY PROJECT MANAGER.
- 10.1.4. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by CONTRACTOR to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of CONTRACTOR will constitute a breach of this Contract.

## 11. SUPERINTENDENCE AND SUPERVISION

- 11.1. The orders of COUNTY are to be given through COUNTY PROJECT MANAGER, which instructions are to be strictly and promptly followed in every case. CONTRACTOR shall keep on the Project during its progress, a full-time competent English speaking superintendent and any necessary assistants, all satisfactory to COUNTY PROJECT MANAGER. The superintendent shall not be changed except with the written consent of COUNTY PROJECT MANAGER, unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ. The superintendent shall represent CONTRACTOR and all directions given to the superintendent shall be as binding as if given to CONTRACTOR and will be confirmed in writing by COUNTY PROJECT MANAGER upon the written request of CONTRACTOR. CONTRACTOR shall give efficient supervision to the Work, using its best skill and attention.
- 11.2. Daily, CONTRACTOR's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of COUNTY, regulatory representatives; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by COUNTY.
- 11.3. The CONTRACTOR and COUNTY PROJECT MANAGER shall meet at least every two (2) weeks or as determined by the CONTRACT ADMINISTRATOR, during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. The COUNTY PROJECT MANAGER shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

- 11.4. If CONTRACTOR, in the course of prosecuting the Work, finds any discrepancy between the Project Manual and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Project Manual, it shall be CONTRACTOR's duty to immediately inform COUNTY PROJECT MANAGER, in writing, and COUNTY PROJECT MANAGER will promptly review the same. Any Work done after such discovery, until authorized, will be done at CONTRACTOR's sole risk.
- 11.5. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Project Manual. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

## **12. RIGHTS OF VARIOUS INTERESTS**

- 12.1. Whenever work being done by COUNTY's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the CONTRACT ADMINISTRATOR to secure the completion of the various portions of the work in general harmony.

## **13. EXPLOSIVES**

- 13.1. When the use of explosives is necessary in the prosecution of the work, CONTRACTOR shall exercise the utmost care in handling and usage of such explosives to the protection of life and property. All explosives shall be stored in a safe manner and storage places shall be clearly marked "Dangerous-Explosives" and placed in the care of competent watchmen. When such use of explosives becomes necessary, CONTRACTOR shall furnish to COUNTY proof of coverage, adequately providing public liability and property damage insurance as a rider attached to its regular policies, unless otherwise included.

## **14. DIFFERING SITE CONDITIONS**

- 14.1. In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Project Manual and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, CONTRACTOR, without disturbing the conditions and before performing any work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify COUNTY PROJECT MANAGER in writing of the existence of the aforesaid conditions. COUNTY PROJECT MANAGER shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of COUNTY PROJECT MANAGER, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, CONTRACTOR shall provide revised estimate including adjustment to the Contract Price, or the Contract Time, or both for COUNTY PROJECT MANAGER approval. If COUNTY PROJECT MANAGER and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to CONTRACT ADMINISTRATOR for final determination. Should CONTRACT ADMINISTRATOR determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, CONTRACT ADMINISTRATOR shall so notify CONTRACTOR in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.
- 14.2. No request by CONTRACTOR for an equitable adjustment to the Contract under this provision shall be allowed unless CONTRACTOR has given written notice in strict accordance with the provisions of this Article.

14.3. No request for an equitable adjustment or change to the Project's price or project time for differing site conditions shall be allowed if made after the date certified by CONTRACT ADMINISTRATOR as the date of substantial completion.

## **15. PLANS AND WORKING DRAWING**

15.1. COUNTY shall have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of the Project Manual. In case of disagreement between the written and graphic portions of the Project Manual, the written portion shall govern.

## **16. CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA**

16.1. CONTRACTOR shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from COUNTY PROJECT MANAGER, and shall notify COUNTY PROJECT MANAGER of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. CONTRACTOR will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished by COUNTY PROJECT MANAGER. CONTRACTOR shall not be liable for damages resulting from errors, omissions or discrepancies in the Project Manual unless CONTRACTOR recognized such error, omission or discrepancy and knowingly failed to report it to COUNTY PROJECT MANAGER.

## **17. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS**

17.1. CONTRACTOR shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by COUNTY, and shall promptly repair any damage done from any cause whatsoever.

17.2. CONTRACTOR shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by COUNTY, CONTRACTOR shall replace same without cost to COUNTY.

## **18. WARRANTY**

18.1. CONTRACTOR warrants to COUNTY that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Project Manual. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by COUNTY PROJECT MANAGER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

## **19. SUPPLEMENTARY DRAWINGS**

19.1. When, in the opinion of COUNTY PROJECT MANAGER, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by COUNTY PROJECT MANAGER.

19.2. The supplementary drawings shall be binding upon CONTRACTOR with the same force as the Project Manual. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made.



## **20. DEFECTIVE WORK**

- 20.1. COUNTY PROJECT MANAGER shall have the authority to reject or disapprove work which COUNTY PROJECT MANAGER finds to be defective. If required by COUNTY PROJECT MANAGER, CONTRACTOR shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- 20.2. Should CONTRACTOR fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of the Project Manual within the time indicated in writing by COUNTY PROJECT MANAGER, CONTRACT ADMINISTRATOR shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR's expense. Any expense incurred by COUNTY in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR, or may be charged against the Performance Bond. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, COUNTY may declare CONTRACTOR in default.
- 20.3. If, within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Project Manual, or by any specific provision of the Project Manual, any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR, after receipt of written notice from COUNTY, shall promptly correct such defective or nonconforming Work within the time specified by COUNTY without cost to COUNTY, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under the Project Manual.
- 20.4. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate COUNTY to final acceptance.

## **21. TAXES**

- 21.1. CONTRACTOR shall pay all applicable sales, consumer, use and other taxes required by law. CONTRACTOR is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

## **22. SUBCONTRACTS**

- 22.1. Each subcontractor must possess certificates of competency and licenses required by law. CONTRACTOR shall have a continuing obligation to notify COUNTY PROJECT MANAGER of any change in subcontractors.
- 22.2. CONTRACTOR shall not employ any subcontractor against whom COUNTY may have a reasonable objection. CONTRACTOR shall not be required to employ any subcontractor against whom CONTRACTOR has a reasonable objection.
- 22.3. CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in the Project Manual shall create any contractual relationship between any subcontractor and COUNTY or any obligation on the part of COUNTY to pay or to see the payment of any monies due to any subcontractor. COUNTY may furnish to any subcontractor evidence of amounts paid to CONTRACTOR on account of specific work performed.
- 22.4. CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the Project Manual for the benefit of COUNTY.

## **23. SEPARATE CONTRACTS**

- 23.1. COUNTY reserves the right to let other contracts in connection with this Project. CONTRACTOR shall afford other persons reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this Work with theirs.
- 23.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any other persons, CONTRACTOR shall inspect and promptly report to COUNTY PROJECT MANAGER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of CONTRACTOR's Work, except as to defects which may develop in other contractor's work after the execution of CONTRACTOR's Work.
- 23.3. CONTRACTOR shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, CONTRACTOR shall be liable to the affected contractor for the cost of such interference or impact.
- 23.4. To insure the proper execution of subsequent work, CONTRACTOR shall inspect the work already in place and shall at once report to COUNTY PROJECT MANAGER any discrepancy between the executed work and the requirements of the Project Manual.

## **24. USE OF COMPLETED PORTIONS**

- 24.1. COUNTY shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Project Manual. If such possession and use increases the cost of or delays the Work, CONTRACTOR shall be entitled to reasonable extra compensation or reasonable extension of time or both, as approved by COUNTY PROJECT MANAGER.
- 24.2. In the event COUNTY takes possession of any completed or partially completed portions of the Project, the following shall occur:
- 24.2.1. COUNTY shall give notice to CONTRACTOR in writing at least thirty (30) calendar days prior to COUNTY's intended occupancy of a designated area.
- 24.2.2. CONTRACTOR shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion.
- 24.2.3. Upon COUNTY PROJECT MANAGER's issuance of a Certificate of Substantial Completion, COUNTY will assume full responsibility for maintenance, utilities, subsequent damages of COUNTY and public, adjustment of insurance coverages and start of warranty for the occupied area.
- 24.2.4. CONTRACTOR shall complete all items noted on the Certificate of Substantial Completion within the time specified by COUNTY PROJECT MANAGER on the Certificate of Substantial Completion, as soon as possible and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, COUNTY PROJECT MANAGER shall issue a Final Certificate of Payment relative to the occupied area.
- 24.2.5. If COUNTY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by COUNTY and CONTRACTOR and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of CONTRACTOR and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

## **25. LANDS FOR WORK**

- 25.1. COUNTY shall provide, as may be indicated in the Project Manual, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated by COUNTY for the use of CONTRACTOR.
- 25.2. CONTRACTOR shall provide, at CONTRACTOR's own expense and without liability to COUNTY, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. CONTRACTOR shall furnish to COUNTY copies of written permission obtained by CONTRACTOR from the owners of such land.

## **26. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS**

- 26.1. CONTRACTOR shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and CONTRACTOR's general operations. CONTRACTOR shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities. Required approved maintenance of traffic (MOT) will be paid for each project using the appropriate pay items.

## **27. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES**

- 27.1. As far as possible, all existing utility lines in the Project area have been shown on the plans. However, COUNTY does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the CONTRACTOR'S responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to the CONTRACTOR because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof.
- 27.2. CONTRACTOR shall notify each utility company involved prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the CONTRACTOR shall be paid by the CONTRACTOR. All charges by utility companies for temporary support of its utilities shall be paid for by the CONTRACTOR. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the CONTRACTOR for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.
- 27.3. CONTRACTOR shall schedule the work in such a manner that the work is not delayed by the utility providers relocating or supporting their utilities. The CONTRACTOR shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the CONTRACTOR for any loss of time or delay.
- 27.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The COUNTY reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the CONTRACTOR. All such repairs made by the CONTRACTOR are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

## **28. CONTINUING THE WORK**

- 28.1. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with COUNTY. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.



## **29. FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS**

- 29.1. The COUNTY PROJECT MANAGER shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Project Manual and ordering minor changes in Work execution, providing the Field Order involves no change in the Project price or the Project time.
- 29.2. COUNTY PROJECT MANAGER shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Project Manual or its performance, provided such Supplemental Instructions involve no change in the Project price or the Project time.

## **30. NOTIFICATION AND CLAIM FOR CHANGE OF PROJECT TIME OR PROJECT QUANTITY**

- 30.1. Any claim for a change in the Project time or Project quantity shall be made by written notice by CONTRACTOR to the COUNTY PROJECT MANAGER within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within seven (7) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless COUNTY PROJECT MANAGER allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Project time or Project quantity shall be determined by CONTRACT ADMINISTRATOR in accordance with Article 13 hereof, if COUNTY PROJECT MANAGER and CONTRACTOR cannot otherwise agree. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE PROJECT TIME OR PROJECT QUANTITY SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.
- 30.2. The Project's time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made therefor as provided in Section 30.1. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by COUNTY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

## **31. NO DAMAGES FOR DELAY**

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

## **32. EXCUSABLE DELAY**

- 32.1. Excusable Delay. Delay which extends the completion of the Work and which is caused by circumstances beyond the control of CONTRACTOR or its subcontractors, suppliers or vendors are Excusable Delay.
- 32.2. CONTRACTOR is entitled to a time extension of the Project's time for each day the Work is delayed due to Excusable Delay. CONTRACTOR shall document its claim for any time extension as provided in Article 29 hereof.

32.3. Failure of CONTRACTOR to comply with Article 29 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

### **33. SUBSTANTIAL COMPLETION**

33.1. When CONTRACTOR considers that the Work, or a portion thereof designated by COUNTY pursuant to Article 24 hereof, has reached Substantial Completion, CONTRACTOR shall so notify COUNTY in writing. COUNTY shall then promptly inspect the Work. When COUNTY PROJECT MANAGER, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion. The COUNTY shall affix its determination to the Certificate of Substantial Completion which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of COUNTY and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, and insurance; and shall list all Work yet to be completed to satisfy the requirements of the Project Manual for Final Completion and to make the Work satisfactory and acceptable. The failure to include any items of corrective work on such list does not alter the responsibility of CONTRACTOR to complete all of the Work in accordance with the Contract Documents. Warranties required by the Project Manual shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to CONTRACTOR for their written acceptance of the responsibilities assigned to them in such Certificate.

### **34. SHOP DRAWINGS**

34.1. CONTRACTOR shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

34.2. CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.

34.3. If the Shop Drawings show or indicate departures from the Contract requirements, CONTRACTOR shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve CONTRACTOR from its responsibility to comply with the Project Manual.

34.4. COUNTY PROJECT MANAGER shall review and approve or reject Shop Drawings within fifteen (15) calendar days from the date received. COUNTY PROJECT MANAGER's approval of Shop Drawings will be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by COUNTY PROJECT MANAGER. Approval shall not relieve CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.

34.5. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is CONTRACTOR's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to COUNTY along with its comments as to compliance, noncompliance, or features requiring special attention.

34.6. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

34.7. CONTRACTOR shall submit the number of copies required by COUNTY PROJECT MANAGER. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

34.8. CONTRACTOR shall keep one set of Shop Drawings marked with COUNTY PROJECT MANAGER approval at the job site at all times.

### **35. FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS**

- 35.1. The entire responsibility for establishing and maintaining line and grade in the field lies with CONTRACTOR. When COUNTY PROJECT MANAGER requires record drawings, CONTRACTOR shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. CONTRACTOR shall deliver these records in good order to COUNTY PROJECT MANAGER as the Work is completed. All record drawings shall be made on reproducible paper and shall be delivered to COUNTY PROJECT MANAGER prior to, and as a condition of, final payment.
- 35.2. CONTRACTOR shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to COUNTY PROJECT MANAGER for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the CONTRACT ADMINISTRATOR.

### **36. SAFETY AND PROTECTION**

- 36.1. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 36.1.1. All employees on the work site and other persons who may be affected thereby;
  - 36.1.2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
  - 36.1.3. Other property at the Project 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.
- 36.2. 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. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and acceptable.
- 36.3. CONTRACTOR shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

### **37. FINAL BILL OF MATERIALS**

- 37.1. CONTRACTOR shall be required to submit to COUNTY PROJECT MANAGER a final bill of materials with unit costs for each bid item for supply of materials in place. This shall be an itemized list of all materials with a unit cost for each material and the total shall agree with unit costs established for each Contract item. A Final Certificate for Payment cannot be issued by COUNTY until CONTRACTOR submits the final bill of materials and COUNTY verifies the accuracy of the units of Work.

### **38. PAYMENT BY COUNTY FOR TESTS**

38.1. Except when otherwise specified in the Project Manual, the expense of all tests requested by COUNTY shall be borne by COUNTY and performed by a testing firm chosen by COUNTY. For road construction projects the procedure for making tests required by COUNTY will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction. The cost of any required test which CONTRACTOR fails shall be paid for by CONTRACTOR.

### **39. PROJECT SIGN**

39.1. Any requirements for a project sign shall be as set forth within the Technical Specifications section.

### **40. HURRICANE PRECAUTIONS**

40.1. During such periods of time as are designated by the National Weather Services as being a hurricane warning or alert, the CONTRACTOR, at no cost to the COUNTY, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the COUNTY PROJECT MANAGER has given notice of same.

40.2. Compliance with any specific hurricane warning or alert precautions will not constitute additional work.

40.3. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the COUNTY has directed such suspension, will entitle the CONTRACTOR to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

### **41. CLEANING UP; COUNTY'S RIGHT TO CLEAN UP**

41.1. CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, CONTRACTOR shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If CONTRACTOR fails to clean up during the prosecution of the Work or at the completion of the Work, COUNTY may do so and the cost thereof shall be charged to CONTRACTOR. If a dispute arises between CONTRACTOR and separate contractors as to their responsibility for cleaning up, COUNTY may clean up and charge the cost thereof to the contractors responsible therefore as COUNTY PROJECT MANAGER shall determine to be just.

### **42. REMOVAL OF EQUIPMENT**

42.1. In case of termination of this Contract before completion for any cause whatever, CONTRACTOR, if notified to do so by COUNTY, shall promptly remove any part or all of CONTRACTOR's equipment and supplies from the property of COUNTY, failing which COUNTY shall have the right to remove such equipment and supplies at the expense of CONTRACTOR.

### **43. PROJECT RECORDS**

43.1. CONTRACTOR shall maintain all books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for additional compensation made by CONTRACTOR, including, without limitation, complete and correct records of payments to each of its subcontractors. For each subcontractor, the books and records and accounts shall reflect each payment to the subcontractor and the cumulative total of the payments made to the subcontractor. COUNTY shall have the right to inspect and copy, at COUNTY's expense, the books and records and accounts of CONTRACTOR which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR which relate to the Project and to any claim for additional compensation made by CONTRACTOR. CONTRACTOR shall retain and make available to COUNTY all such books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following Final Completion of the Project. During the Project and the three (3) year period following Final Completion of the Project, CONTRACTOR shall provide COUNTY access

to its books and records and accounts upon seventy-two (72) hours written notice.

#### 44. ABBREVIATIONS

Listed below are selected abbreviations used in the pay items.

<b>Table 1: Abbreviations</b>	
<b>ABBREVIATION</b>	<b>DESCRIPTION</b>
AC	Acre
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
ANSI	American National Standards Institute, Inc.
APL	Approve Product List
AS	Assembly
ASTM	American Society for Testing and Materials
ASCE	American Society of Civil Engineers
AVG	Average
CADD	Computer-Aided Design and Drafting
CF	Cubic Feet
CY	Cubic Yard
EA	Each
ED	Each Day
FDOT	Florida Department of Transportation
FT	Foot
F&I	Furnish and Install
GAL	Gallon
HR	Hour
KGAL	Thousand Gallons
LB	Pound
LF	Linear Foot
LO	Location
NA	Not Applicable
OSHA	Occupational Safety and Health Administration
PMA	Polymer Modified Asphalt
PSF	Pounds per Square Foot
PVC	Polyvinyl Chloride
NRMCA	National Ready Mixed Concrete Association
QPL	Qualified Products List
SCH	Schedule
SF	Square Foot
SY	Square Yard
TN	Ton

#### 45. PAY ITEMS GENERAL INFORMATION

45.1. FDOT pay item description can be found at FDOT Basis of Estimate Manual <http://www.fdot.gov/programmanagement/Estimates/BasisofEstimates/BOEManual/BOEOnline.shtm>. Only exceptions described herein are applicable to the scope of work for this contract. Specifications of pay items not associated with a FDOT pay item are also described in this section.

45.2. If a job activity can be paid through multiple pay items, only one pay item must be used. In this case, the Contract Administrator or his designee will select appropriated pay item to pay for the work.



#### 46. PAY ITEMS DESCRIPTION

- 46.1. **PAY ITEM # 1 / FDOT PAY ITEM # 101-1 / MOBILIZATION PER PROJECT (NIGHT WORK OR WITHIN 24 HOURS ONLY) / UNIT EA (EACH PROJECT LOCATION)**

**Description:**

Unit price of the pay item listed above includes full compensation for all work described in the referenced FDOT pay item. However, payment will follow this specification. Each project where most of work activities are approved to be performed during the night will be entitle to this pay item charge. Day projects that have less than 50% of work performed during the night will not qualify for this pay item charge. County project manager will determine percentage of work to be performed at night.

- 46.2. **PAY ITEM # 11 / FDOT PAY ITEM # 102-911-1 / PAVEMENT MARKING REMOVABLE TAPE, WHITE-BLACK, SKIP / UNIT LF**
- 46.3. **PAY ITEM # 12 / FDOT PAY ITEM # 102-911-2 / PAVEMENT MARKING REMOVABLE TAPE, WHITE-BLACK, SOLID, F&I / UNIT LF**
- 46.4. **PAY ITEM # 13 / FDOT PAY ITEM # 102-912-2 / PAVEMENT MARKING REMOVABLE TAPE, YELLOW, SOLID / UNIT LF**
- 46.5. **PAY ITEM # 14 / FDOT PAY ITEM # 104-10-3 / SEDIMENT BARRIER/ UNIT LF**
- 46.6. **PAY ITEM # 15 / FDOT PAY ITEM # 104-12 / STAKED TURBIDITY BARRIER – NYLON REINFORCED PVC / UNIT LF**

**Description:**

Unit price of the bid items 11 thru 15 listed above includes full compensation for all work described in the referenced FDOT pay item. However, the unit of payment is LF.

- 46.7. **PAY ITEM # 18 / FDOT PAY ITEM # 327-70-1 / MILLING EXIST ASPH PAVT, 1" AVG DEPTH (UP TO 10,000 SY) / UNIT SY**
- 46.8. **PAY ITEM # 19 / FDOT PAY ITEM # 327-70-1 / MILLING EXIST ASPH PAVT, 1" AVG DEPTH (MORE THAN 10,000 SY) / UNIT SY**
- 46.9. **PAY ITEM # 20 / FDOT PAY ITEM # 327-70-5 / MILLING EXIST ASPH PAVT, 2" AVG DEPTH / UNIT SY**
- 46.10. **PAY ITEM # 21 / FDOT PAY ITEM # 327-70-6 / MILLING EXIST ASPH PAVT, 1-1/2" AVG DEPTH / UNIT SY**

**Description:**

Unit price of the bid items 18 thru 21 listed above includes full compensation for all labor, equipment, incidentals, and materials as described in the referenced FDOT pay item and Section 327 of the FDOT Standard Specifications (including all referenced and supplemental standards and specifications within (including ASTM and ANSI specifications), and all amendments, mandatory revisions, workbooks, and implemented modifications in effect as of January 2019). The work consists of removing existing asphalt pavement to improve the rideability of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement. Includes transporting the milled material to the asphalt plant site and stockpiling the material. Also includes removal of existing Reflective Pavement Markers. For milling asphalt pavement 1" average depth, County will pay different unit price for project milling quantiles up to 10,000 SY and more than 10,000 SY. The unit of payment is SY.

- 46.11. **PAY ITEM # 22 / FDOT PAY ITEM # 334-1-11, 334-1-12, 334-1-13 OR 334-1-14 / SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, OR D (UP TO 850 TONS) / UNIT TON**
- 46.12. **PAY ITEM # 23 / FDOT PAY ITEM # 334-1-11, 334-1-12, 334-1-13 OR 334-1-14 / SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, OR D (MORE THAN 850 TONS) / UNIT TON**

- 46.13. **PAY ITEM # 24 / FDOT PAY ITEM # 334-1-52, 334-1-53 OR 334-1-54 / SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, OR D, PG 76-22 (UP TO 850 TONS) / UNIT TON**
- 46.14. **PAY ITEM # 25 / FDOT PAY ITEM # 334-1-52, 334-1-53 OR 334-1-54 / SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, OR D, PG 76-22 (MORE THAN 850 TONS) / UNIT TON**
- 46.15. **PAY ITEM # 26 / FDOT PAY ITEM # 337-7-80 OR 337-7-82 / ASPHALT CONCRETE FRICTION COURSE FC-9.5, 76-22 FOR TRAFFIC LEVELS B OR C (UP TO 850 TONS) / UNIT TON**
- 46.16. **PAY ITEM # 27 / FDOT PAY ITEM # 337-7-80 OR 337-7-82 / ASPHALT CONCRETE FRICTION COURSE FC-9.5, 76-22 FOR TRAFFIC LEVELS B OR C (MORE THAN 850 TONS) / UNIT TON**
- 46.17. **PAY ITEM # 28 / FDOT PAY ITEM # 337-7-81 OR 337-7-83 / ASPHALT CONCRETE FRICTION COURSE FC-12.5, 76-22 FOR TRAFFIC LEVELS B OR C (UP TO 850 TONS) / UNIT TON**
- 46.18. **PAY ITEM # 29 / FDOT PAY ITEM # 337-7-81 OR 337-7-83 / ASPHALT CONCRETE FRICTION COURSE FC-12.5, 76-22 FOR TRAFFIC LEVELS B OR C (MORE THAN 850 TONS) / UNIT TON**
- 46.19. **PAY ITEM # 30 / FDOT PAY ITEM # 337-7-85 / ASPHALT CONCRETE FRICTION COURSE FC-12.5, 76-22 FOR TRAFFIC LEVELS D (UP TO 850 TONS) / UNIT TON**
- 46.20. **PAY ITEM # 31 / FDOT PAY ITEM # 337-7-85 / ASPHALT CONCRETE FRICTION COURSE FC-12.5, 76-22 FOR TRAFFIC LEVELS D (MORE THAN 850 TONS) / UNIT TON**
- 46.21. **PAY ITEM # 32 / FDOT PAY ITEM # 339-1 / MISCELLANEOUS ASPHALT PAVEMENT / UNIT TON**
- 46.22. **PAY ITEM # 33 / FDOT PAY ITEM # 350-5 / CLEANING AND RESEALING JOINTS-EXISTING CONCRETE PAVEMENT: REHAB / UNIT LF**
- 46.23. **PAY ITEM # 34 / FDOT PAY ITEM # 350-6 / CLEANING AND SEALING RANDOM CRACKS IN EXISTING CONCRETE PAVEMENT-REHAB / UNIT LF**
- 46.24. **PAY ITEM # 35 / FDOT PAY ITEM # 350-70 / GRINDING CONCRETE PAVEMENT / UNIT SY**

**Description:**

Unit price of the pay items 22 thru 35 listed above includes full compensation for all labor, equipment, incidentals, and materials as described in the referenced FDOT pay item. The actual spread rate will be based on the contractor's mix design per specifications. Rolling procedure must comply with FDOT section 330-7.2. The work shall comply with Section 330,320,330,324,337,339 of the FDOT Standard Specifications (including all referenced and supplemental standards and specifications within (including ASTM and ANSI specifications), and all amendments, mandatory revisions, workbooks, and implemented modifications in effect as of January 2019)

- 46.25. **PAY ITEM # 36 / FDOT PAY ITEM # NA / QUALIFIED CONSTRUCTION TRAINING QUALIFICATION PROGRAM (CTQP) ASPHALT PAVING LEVEL II TECHNICIAN / UNIT HR**

**Description:**

Unit price of the pay item listed above includes full compensation for all work performed by a qualified

CTQP (Construction Training Qualification Program) Asphalt Paving Level II Technician. This technician shall conform to FDOT Standard Specifications Section 105 for projects performed countywide. The use of this pay item is anticipated for paving operations, with the exception of miscellaneous or temporary asphalt. The COUNTY PROJECT MANAGER will approve the usage of this pay item on a case-by-case basis. Sign and seal field inspection reports are incidental to the unit price of this pay item. Reports must conform to the FDOT Standard Specifications Section 105 and any other applicable sections. Proof of certificate of qualifications must be provided to the COUNTY PROJECT MANAGER for review and approval.

**46.26. PAY ITEM # 40 / FDOT PAY ITEM # NA / REPLACE MANHOLE COVER AND RING (SET) / UNIT EA**

**Description:**

Unit price of the pay items listed above includes full compensation for all labor, equipment, incidentals, and materials for manhole covers replacement as described in the referenced FDOT pay item 425-7 and the manhole rings. The unit price includes one set of manhole cover and ring. The unit is EA.

**46.27. PAY ITEM # 47 / FDOT PAY ITEM # 710-11-101 OR 710-11-201 / PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 6" / UNIT LF**

**46.28. PAY ITEM # 48 / FDOT PAY ITEM # 710-11-131 / PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 6", 10-30 OR 3-9 SKIP/ UNIT LF**

**46.29. PAY ITEM # 49 / FDOT PAY ITEM # 710-11-160 / PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL/ UNIT EA**

**46.30. PAY ITEM # 50 / FDOT PAY ITEM # 710-11-170 / PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS/ UNIT EA**

**46.31. PAY ITEM # 51 / FDOT PAY ITEM # 710-11-180 / PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YIELD LINE/ UNIT LF**

**46.32. PAY ITEM # 52 / FDOT PAY ITEM # 710-11-190 OR 290 / PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, ISLAND NOSE/ UNIT SF**

**46.33. PAY ITEM # 53 / FDOT PAY ITEM # 710-11-102 OR 710-11-202 / PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 8"/ UNIT LF**

**46.34. PAY ITEM # 54 / FDOT PAY ITEM # 710-11-123 OR 710-11-223 / PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 12"/ UNIT LF**

**46.35. PAY ITEM # 55 / FDOT PAY ITEM # 710-11-124 OR 710-11-224 / PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 18"/ UNIT LF**

**46.36. PAY ITEM # 56 / FDOT PAY ITEM # 710-11-125 OR 710-11-225 / PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 24"/ UNIT LF**

**46.37. PAY ITEM # 57 / FDOT PAY ITEM # 710-11-231 / PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"/ UNIT LF**

**46.38. PAY ITEM # 58 / FDOT PAY ITEM # 710-11-141 OR FDOT PAY ITEM # 710-11-241 / PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, DOTTED / GUIDELINE / 6-10 GAP EXTENSION, 6"/ UNIT LF**



- 46.39. **PAY ITEM # 59 / FDOT PAY ITEM # 710-11-321 / PAINTED PAVEMENT MARKINGS, STANDARD, BLACK, SOLID 6"/ UNIT LF**
- 46.40. **PAY ITEM # 60 / FDOT PAY ITEM # 710-11-331 / PAINTED PAVEMENT MARKINGS, STANDARD, BLACK, SKIP 6"/ UNIT LF**
- 46.41. **PAY ITEM # 61 / FDOT PAY ITEM # 710-11-421 / PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, SOLID, 6"/ UNIT LF**
- 46.42. **PAY ITEM # 62 / FDOT PAY ITEM # 710-11-460 / PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, MESSAGE/ UNIT EA**
- 46.43. **PAY ITEM # 63 / FDOT PAY ITEM # 711-11-101 OR 711-11-201 / THERMOPLASTIC, STANDARD, OR 10-30 SKIP, 2-4 DOTTED SOLID 6", WHITE OR YELLOW / UNIT LF**
- 46.44. **PAY ITEM # 64 / FDOT PAY ITEM # 711-11-102 OR 711-11-202 / THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND/ UNIT LF**
- 46.45. **PAY ITEM # 65 / FDOT PAY ITEM # 711-11-123 OR 711-11-223 / THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID, 12"/ UNIT LF**
- 46.46. **PAY ITEM # 66 / FDOT PAY ITEM # 711-11-124 OR 711-11-224 / THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID, 18"/ UNIT LF**
- 46.47. **PAY ITEM # 67 / FDOT PAY ITEM # 711-11-125 OR 711-11-225 / THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID, 24"/ UNIT LF**
- 46.48. **PAY ITEM # 68 / FDOT PAY ITEM # 711-11-141 OR 711-11-241 / THERMOPLASTIC, STANDARD, WHITE OR YELLOW, DOTTED/GUIDELINE / 6-10 GAP EXTENSION, 6"/ UNIT LF**
- 46.49. **PAY ITEM # 69 / FDOT PAY ITEM # 711-11-160 / THERMOPLASTIC, STANDARD, WHITE, MESSAGE/ UNIT EA**
- 46.50. **PAY ITEM # 70 / FDOT PAY ITEM # 711-11-170 / THERMOPLASTIC, STANDARD, WHITE, ARROW/ UNIT EA**
- 46.51. **PAY ITEM # 71 / FDOT PAY ITEM # 711-11-180 / THERMOPLASTIC, STANDARD, WHITE, YIELD LINE/ UNIT LF**
- 46.52. **PAY ITEM # 72 / FDOT PAY ITEM # 711-11-421 / THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"/ UNIT LF**
- 46.53. **PAY ITEM # 73 / FDOT PAY ITEM # 711-16-101 OR 711-16-201 / THERMOPLASTIC, STANDARD, OTHER SURFACES, WHITE OR YELLOW, SOLID, 6"/ UNIT LF**
- 46.54. **PAY ITEM # 74 / FDOT PAY ITEM # 711-16-102 / THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8" / UNIT LF**
- 46.55. **PAY ITEM # 75 / FDOT PAY ITEM # 711-16-131 / THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP/ UNIT LF**
- 46.56. **PAY ITEM # 76 / FDOT PAY ITEM # 711-16-231 / THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, 10-30 SKIP OR 3-9 LANE DROP, 6"/ UNIT LF**
- 46.57. **PAY ITEM # 77 / FDOT PAY ITEM # 711-17 / THERMOPLASTIC, REMOVE / UNIT SF**

**Description:**

Unit price of the bid items 47 thru 77 listed above represent the full compensation that the Contractor will receive for furnishing and installing painted pavement marking and thermoplastic pavement markings during milling and resurfacing operations as described in the referenced FDOT pay item. Pavement markings shall be removed by water blasting or sand blasting. Pavement marking reflectivity shall be uniform across the entire strip and shall have a minimum reflectivity reading of 250 millicandelas for white and 175 millicandelas for yellow. Painted pavement marking shall be retroreflective. The method of measurement is LF. The work shall comply with Section 710, 711 of

the FDOT Standard Specifications (including all referenced and supplemental standards and specifications within (including ASTM and ANSI specifications), and all amendments, mandatory revisions, workbooks, and implemented modifications in effect as of January 2019)

**46.58. PAY ITEM # 78 / FDOT PAY ITEM #NA / MINIMUM CHARGE FOR STRIPING FOR EACH PROJECT/ UNIT EA**

**Description:**

Unit price of the pay item listed above represents the minimum payment that the Contractor will receive for all the striping activities per project. For example, if the summation of all striping pay items is less than the unit price bid under this pay item, the County will pay a lump sum amount for all striping activities per project equal to the unit price of this pay item. However, if the summation of all striping related work including striping removal pay items is greater than the unit price of this pay item, the County will pay the actual cost of each striping pay item.

**46.59. PAY ITEM # 79 / FDOT PAY ITEM #NA / PORTABLE RESTROOM, SIGNLE STALL / UNIT WEEK**

**Description:**

Unit price of pay item listed above include full compensation for all work, labor, material, and equipment necessary for delivery, installation, maintenance, and removal of portable restroom. Use of portable restrooms shall be in accordance with the provisions of 64E-6.0101 Portable Restrooms and Holding Tanks (available at: <https://www.flrules.org/gateway/RuleNo.asp?title=STANDARDS FOR ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS&ID=64E-6.0101>)

## **GENERAL CONDITIONS**

### **Quotation Requests and Invitations for Bids**

These are standard instructions for Quotation Requests and Invitations for Bid as issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the line item. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

#### **1. Execution of Solicitation Response:**

- (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
- (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).
- (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.
- (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
- (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

#### **2. Withdrawal:**

No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.

**3. Submission of Bids and Quotations:**

Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

**4. Bid Opening (Invitation for Bids only):**

All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.

**5. Addenda:**

Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

**6. Prices, Terms, and Payments:**

Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
- (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
- (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.
- (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
- (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
- (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.

(g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

**7. Open-End Contract:**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

**8. Contract Period (Open-End Contract):**

The initial contract period shall start and terminate as indicated in the Special Instructions to Vendors. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. **In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.**

**9. Fixed Contract Quantities:**

Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.

**10. Awards:**

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a \$0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.



#### 11. **Payment:**

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

#### 12. **Termination:**

- (a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.
- (b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.
- (c) **For Convenience:** The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that is has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

#### 13. **Conditions and Packaging:**

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.

#### 14. **Safety Standards:**

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied

by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

**15. Non-Conformance to Contract Conditions:**

The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.

**16. Inspection, Acceptance and Title:**

Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.

**17. Governmental Restrictions:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

**18. Legal Requirements:**

Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.

**19. Indemnification:**

Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

For construction contracts, Vendor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable

attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The indemnifications shall survive the expiration or earlier termination of this Contract.

**20. Notice:**

Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301-1801

Vendor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

**21. Jurisdiction, Venue, Waiver of Jury Trial:**

The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

**22. Patents and Royalties:**

The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

**23. Assignment, Subcontract:**

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

**24. Qualifications of Vendor:**

The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel



and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

**25. Affiliated Companies Entities of the Principal(s):**

To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

**26. Equal Employment Opportunity:**

No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Vendor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

**27. Modifications:**

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

**28. Resolution of Protested Solicitations and Proposed Awards:**

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:

(a) Any protest concerning the solicitation or other solicitation specifications, or requirements

must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

- (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.
- (c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
- (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.
- (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

**29. Public Entity Crimes Act:**

Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

**30. Purchase by Other Governmental Agencies:**

Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.

### 31. **Public Records:**

The County is a public agency subject to Chapter 119, Florida Statutes. Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.
- (e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

### 32. **Audit Right and Retention Records:**

County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

### 33. **Procurement Code:**

The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: [www.broward.org/purchasing](http://www.broward.org/purchasing).

### 34. **Ownership of Documents:**

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.

**35. State of Florida Division of Corporations Requirements:**

It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor should obtain the authority to conduct business in the State of Florida.

**36. Cone of Silence Ordinance (Invitations for Bids):**

In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

- (a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.
- (b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
- (c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

**37. Contingency Fees:**

By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

**38. Local Business Tax Receipt Requirements:**

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

**39. Battery Disposal:**

The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.

**40. Dun & Bradstreet Report Requirement:**

The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

**41. Code Requirements:**

The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

**42. Special Notice:**

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

**43. Samples:**

Samples or drawings, when required, shall be free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.

**44. Vendor Responsibilities:**

Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

**45. Vendor Evaluation:**

The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: [broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf](http://broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf).

An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

**46. Warranties and Guarantees:**

The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.

**47. "Or Equal" Clause:**

Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

Bottom of Form



### VENDOR QUESTIONNAIRE

Quotations and Invitations for Bids

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:
5. Website address (if applicable):
6. Principal place of business address:
7. Office location responsible for this project:
8. Telephone no.:   
Fax no.:
9. Type of business (check appropriate box):
  - Corporation (specify the state of incorporation):
  - Sole Proprietor
  - Limited Liability Company (LLC)
  - Limited Partnership
  - General Partnership (State and County filled in)
  - Other – Specify
10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:  
Name:   
Title:   
E-mail:   
Telephone No.:   
  
Name:   
Title:   
E-mail:   
Telephone No.:   
Generic e-mail address for purchase orders:   
(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:

- a)
- b)
- c)
- d)

12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

- a)
- b)
- c)
- d)

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.  Yes  No

14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.  Yes  No

15. Specify the type of services or commodities your firm offers:

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?

17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?  Yes  No

18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award.  Yes  No  
N/A (if service)

19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.  Yes  No

20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.  Yes  No

21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.  Yes  No

22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company.  Yes  No

23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?  Yes  No

24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering.  Yes  No

25. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.

Living Wage had an effect on the pricing  Yes  No

If yes, Living Wage increased the pricing by  % or decreased the pricing by  %.

26. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, 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 Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

Select One:

- Vendor certifies that this offer is made independently and free from collusion; or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

27. What similar on-going contracts is your firm currently working on? If additional space is required, provide on

separate sheet.

28. Has your firm completely inspected the project site(s) prior to submitting response?  Yes  No

29. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response.  Yes  No

30. What equipment does your firm own that is available for this contract?



31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

**Reference 1:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

**Reference 2:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

**Reference 3:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

## 1. Litigation History

- A. All Vendors are required to disclose to the County all “material” cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all “material” cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be “material” if it relates, in whole or in part, to any of the following:
- i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
  - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
  - iii. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
  - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
  - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- B. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- C. The County will consider a Vendor’s litigation history information in its review and determination of responsibility.
- D. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- E. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor’s subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- F. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor’s subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

**LITIGATION HISTORY FORM**

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

There are no material cases for this Vendor; or

Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text"/>  or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	<input type="text"/>
Name of Court or other tribunal	<input type="text"/>
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	<input type="text"/>
Brief description of the Subject Matter and Project Involved	<input type="text"/>
Disposition of Case	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/>

<p>(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)</p>	<p>Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/></p> <p>If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Opposing Counsel</p>	<p>Name: <input type="text"/></p> <p>Email: <input type="text"/></p> <p>Telephone Number: <input type="text"/></p>

Vendor Name:

## Office of Economic and Small Business Requirements: CBE Goal Participation

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), the County Business Enterprise (CBE) Program is applicable to this contract. All Vendors responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.
- B. The CBE participation goal will be established based on the expected expenditure amount for the proposed scope of services for the project. The Office of Economic and Small Business Development (OESBD) will not include alternate items, optional services or allowances when establishing the CBE participation goal. If the County subsequently chooses to award any alternate items, optional services or allowances as determined by OESBD and the Contract Administrator to be related to the scope of services, OESBD may apply the established CBE participation goal. In such an instance, the County will issue a written notice to the successful Vendor that the CBE participation goal will also apply to the alternate items, optional services or allowances. Vendor shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by Vendor to submit the required forms may result in the rejection of Vendor's solicitation submittal prior to the award or failure to comply with the contract requirements may have an impact on the vendor performance evaluation post award, as applicable.
- C. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; Vendor should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with CBE Program Requirements within these stated timeframes.
1. Vendor should include in its solicitation submittal a **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier** for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The form is available at the following link:  
<http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
  2. If Vendor is unable to attain the CBE participation goal, Vendor should include in its solicitation submittal an **Application for Evaluation of Good Faith Efforts** and all of the required supporting information. The form is available at the following link:  
<http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- D. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract.
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation,

pregnancy, or gender identity and expression in the performance of this contract.

2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. Vendor must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the County's payment of Vendor under the contract.

## Workforce Investment Program Requirements:

- A. In accordance with Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program (Program) this solicitation is a covered contract if the open-end contract award value exceeds \$500,000 per year or if the individual project value exceeds \$500,000 under a fixed-term contract. The Program encourages Vendors to utilize CareerSource Broward (CareerSource) and their contract partners as a first source for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.
- B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.
- C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:
1. be bound to contractual obligations under the contract;
  2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
  3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
  4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
  5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
  6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
  7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
  8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
  9. submit to the County an annual report by January 31<sup>st</sup> and within 30 days of contract completion or expiration; and
  10. ensure that all of its subcontractors comply with the requirements of the Program.

- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:

[broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx](http://broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx). Vendor is responsible for reading and understanding requirements of the Program.

- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.
- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.



### WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

In accordance with the Workforce Investment Program:

(Vendor) agrees to be bound to the contractual obligations of the Workforce Investment Program, Broward County Administrative Code Section 19.211, requiring our firm to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal.

The statement must be signed by an authorized signatory of the firm. Receipt of the signed statement from the Vendor is a matter of responsibility. A firm not offering an affirmative response in this regard will be found "non-responsible" to the solicitation and not eligible for further evaluation or award.

AUTHORIZED SIGNATURE/NAME

TITLE

DATE

### SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

1. Subcontracted Firm's Name:

-

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

-

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

-

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

-

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

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

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Authorized Signature/Name</b>	<b>Title</b>	<b>Vendor Name</b>	<b>Date</b>





### DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees spouses.
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
  - The Vendor employs less than five (5) employees.
  - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
  - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
  - The Vendor does not provide benefits to employees' spouses.
  - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
  - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

\_\_\_\_\_

AUTHORIZED SIGNATURE/ NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

DATE

### DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - i. The dangers of drug abuse in the workplace;
  - ii. The offeror's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - i. Taking appropriate personnel action against such employee, up to and including termination; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

**AUTHORIZED SIGNATURE/ NAME**

**TITLE**

**DATE**



### SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non responsive for failure to fully comply within stated timeframes.

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4725 Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

**Authorized  
Signature/Name**

**Title**

**Vendor Name**

**Date**

## **Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements:**

- A. **Bid Guaranty:** All solicitation submittals shall be accompanied by a bid bond executed by a surety company meeting the Qualifications of Surety Requirements. Failure to submit a bid guaranty by solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive.
1. In lieu of the bid bond, the following will be acceptable: cash, money order, certified check, cashier's check, an original **Bid Guaranty – Unconditional Letter of Credit**, treasurer's check or bank draft of any national or state bank (United States). A personal check or a company check of a Vendor is not a valid bid guaranty.
  2. The bid guaranty shall be in an amount equal to five percent (5%) of the total price offered, payable to the Board of County Commissioners and conditioned upon the successful Vendor providing the Performance and Payment Guaranty, evidence of insurance, or any other requirements set forth within the solicitation, within 15 calendar days after notification of award of the contract.
  3. Guaranty of the successful Vendor shall be forfeited to the Board of County Commissioners not as a penalty, but as liquidated damages for the cost and expense incurred should said Vendor fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth in the solicitation. Upon request, bid guaranties of unsuccessful vendors will be returned after award of contract or expiration of bid validity.
  4. Vendors must either submit an electronic bid bond through BidSync or submit an original bid guaranty to the Purchasing Division, by solicitation due date and time, or Vendor may be deemed non-responsive.
    - a. To submit an electronic bid bond, Vendor must submit through BidSync, using **Surety 2000**. The Vendor should copy and paste the information from Bid Sync and provide to the bonding agent; the bonding agent should copy and paste information provided by Vendor into the Surety 2000 system to reduce errors. An original bid bond will not be required when the bid bond is submitted electronically through Surety 2000. Note – Vendors, bonding agents, and surety companies must be registered with Surety 2000 to use the service; contact **Surety 2000** to find out information regarding their service. Broward County's vendor identification number for Surety 2000 is P06145037.
    - b. To submit an original bid guaranty, in lieu of submitting an electronic bid bond through BidSync, Vendor must submit an original bid guaranty in a sealed envelope, with the solicitation number, solicitation title, date and the time of bid opening, and address listed on the envelope. A copy of the bid guaranty should also be uploaded into Bid Sync; this does not replace the requirement to have an original bid guaranty. Vendors must submit the original bid guaranty, by the solicitation due date and time, to:

Broward County Purchasing Division  
115 South Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301
- B. **Performance and Payment Guaranties:** within 15 calendar days of being notified of the award of contract, Vendor shall furnish the referenced Performance Bond and a Payment Bond

containing all the provisions of the [Performance Bond Form](#) and [Payment Bond Form](#).

1. The bonds shall be in the amount of fifty percent (50%) of the contract amount guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such bond(s) shall be with a surety company which is qualified pursuant to the section, Qualifications of Surety.
2. Each bond shall continue in effect for one year after completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract price, or an additional bond shall be conditioned that the Vendor will upon notification by the County, correct any defective or faulty work or materials which appear within one year after completion of the Contract.
3. Pursuant to the requirements of Section 255.05(1), Florida Statutes, Vendor shall ensure that the bonds referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.
4. In lieu of the performance and payment bond, Vendor may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashier's check or an original [Irrevocable Letter of Credit](#). Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by the County for one year after completion and acceptance of the work.
5. The Vendor is required at all times to have valid Performance and Payment Guaranties (or other approved security) in force covering the work being performed.
6. The Vendor agrees to keep such Guaranties (or other security) in effect for the duration of the contract. If the contract is extended or renewed, it shall be subject to the same bonding (or other approved security) requirements.

C. **Qualifications of Surety Requirements:** A bid bond performance bond, and payment bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five years.

1. In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:
  - a. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revision. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 DFR Section 223.10 Section 223.11). Further, the surety company shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.
  - b. For bonds up to \$2 million, the surety company shall hold a current Certificate of Authority with the Florida Office of Insurance Regulation.
  - c. The surety company shall have at least the following minimum ratings:

Amount of Bond		Surety Ratings	Financial Size Category
\$500,001	to \$1,000,000	A, A-	Class I
\$1,000,001	to \$2,000,000	A, A-	Class II
\$2,000,001	to \$5,000,000	A	Class III
\$5,000,001	to \$10,000,000	A	Class IV
\$10,000,001	to \$25,000,000	A	Class V
\$25,000,001	to \$50,000,000	A	Class VI
\$50,000,001	to or more	A	Class VII

2. For projects which do not exceed \$500,000, the County shall accept a Bid Bond and Performance and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.
3. If the surety company fails to meet the minimum standards, a bond from a surety that meets the minimum standards must be provided to satisfy the bonding requirements.

PREVAILING WAGE RATE TABLE

General Decision Number: FL190160 01/04/2019 FL160

Superseded General Decision Number: FL20180203

State: Florida

Construction Type: Highway

County: Broward County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019

\* SUFL2013-021 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 16.05	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 15.31	0.00
ELECTRICIAN.....	\$ 22.15	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.75	0.00

PREVAILING WAGE RATE TABLE

HIGHWAY/PARKING LOT STRIPING:		
Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Spray Nozzleman).....	\$ 11.94	0.00
INSTALLER - GUARDRAIL.....	\$ 12.37	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.84	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....		
	\$ 11.57	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....		
	\$ 11.84	0.00
LABORER: Common or General.....	\$ 10.76	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....		
	\$ 9.12	0.00
LABORER: Mason Tender - Cement/Concrete.....		
	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 14.61	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....		
	\$ 15.43	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....		
	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.50	0.00
OPERATOR: Boring Machine.....	\$ 17.33	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.41	0.00
OPERATOR: Bulldozer.....	\$ 17.07	0.00
OPERATOR: Concrete Finishing Machine.....		
	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 13.76	0.00
OPERATOR: Crane.....	\$ 19.14	0.00
OPERATOR: Curb Machine.....	\$ 21.33	0.00

PREVAILING WAGE RATE TABLE

OPERATOR: Distributor.....	\$ 13.13	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.98	0.00
OPERATOR: Loader.....	\$ 13.84	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.89	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.34	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 13.71	0.00
OPERATOR: Roller.....	\$ 13.10	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.85	0.00
OPERATOR: Tractor.....	\$ 12.62	0.00
OPERATOR: Trencher.....	\$ 14.58	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 14.23	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 14.74	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.71	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.06	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.22	0.00

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### PREVAILING WAGE RATE TABLE

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## PREVAILING WAGE RATE TABLE

### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

## PREVAILING WAGE RATE TABLE

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**Insurance Requirements: (Refer to the Insurance Requirement Form)**

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
  2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: Yes  or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
  - D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
  - E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
  - F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

INSURANCE REQUIREMENTS

Project: **Pavement Resurfaces & Repair Services**  
Agency: **Highway Bridge and Maintenance Division**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$1,000,000	
<input type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	10K	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> <b>All engineering, surveying and design professionals.</b>	N/A	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10 k	
<b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

**CERTIFICATE HOLDER:**  
  
Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301



Risk Management Division



## Question and Answers for Bid #PNC2118215B1 - Pavement Resurfaces and Repair Services

### Overall Bid Questions

There are no questions associated with this bid.