



CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of December 03, 2024, between the District Board of Trustees of Broward College, Florida ("College") and SHENANDOAH GENERAL CONSTRUCTION LLC ("Vendor") (collectively, the "Parties"), will be in effect until three (3) years original contract term plus any three one-year renewal options ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Marcus Wilson, mwilson2@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless 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 conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor's performance under this Contract, including its use, development or provision of any software, books, articles or any other materials ("Materials"). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

- A. Commercial General Liability
 - 1. Each Occurrence \$ 1,000,000
 - 2. Personal & Advertising Injury \$ 1,000,000
 - 3. General Aggregate \$ 5,000,000
 - 4. Products-Completed Operations \$ 2,000,000

Policy must contain contractual liability coverage.
- B. Automobile Liability \$ 1,000,000
 Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.
- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- D. Professional Liability
 - 1. Per Occurrence \$ 1,000,000
 - 2. General Aggregate \$ 2,000,000
- E. Cyber Liability \$ 1,000,000
- F. Pollution Liability
 - 1. Per Occurrence \$ N/A
 - 2. General Aggregate \$ N/A

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. E-VERIFY.

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”

30. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance or that position's designee, and in the case of the other party, permission must be granted by its President or CEO or that position's designee.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College

Vendor

FOR VENDOR USE ONLY

Vendor Name (type) Shenandoah General Construction Tax ID No. 59-1707673

Authorized Representative Anthony Guglielmi Title CEO

Address 1898 NW 22nd St.
Pompano Beach, FL 33069 Telephone 954-975-0098

Signature of Vendor  Date 12/4/24

Attested By Name (type) Charles Benjamin Title CFO
Signature of Attester [Signature] Date Signed 12/4/24

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ Title _____

Signature _____ Date _____

IF REQUIRED

College President Name Donald Astrab

Signature Donald Astrab Date 12/3/2024
Signed by:
6DD41D98CFDA4F4
Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

The College is releasing this Request for Proposals (RFP) with the intent to receive proposals from qualified companies to provide Storm Drain Cleaning, Repairs and Maintenance Services as specified herein, at Broward College's campuses, centers, and facilities on an as-needed, term contract basis. The scope of requirements includes, but is not limited to, the provision of all labor, materials, equipment, services, and incidentals for storm drain cleaning, repairs and maintenance services.

1 SCOPE

Contractor shall provide Storm Drain Cleaning, Repairs and Maintenance Services at college-wide locations as identified and described by the Facilities Department. The Contractor shall provide the services on an as-needed and project-by-project basis, based on the needs of the College, which will be described in subsequent Purchase Order(s) to be issued.

2. LICENSES

The Contractor will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Contractor will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses and/or permits to College upon request. Failure to maintain required licenses and permits shall be cause for termination.

STATE OF FLORIDA:

CERTIFIED GENERAL CONTRACTOR;

OR

CERTIFIED PLUMBING CONTRACTOR;

OR

CERTIFIED UNDEGROUND UTILITY AND EXCAVATION CONTRACTOR;

OR

BROWARD COUNTY:

CERTIFIED BUILDING CONTRACTOR CLASS "A" (MUST BE REGISTERED WITH THE STATE OF FLORIDA);

OR

CENTRAL MASTER PLUMBER (MUST BE REGISTERED WITH THE STATE OF FLORIDA);

OR

GENERAL ENGINEERED CONSTRUCTION BUILDER;

OR

PRIMARY PIPELINES (WATER, SEWER, DRAINAGE) - CLASS "A"

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

3. PERMITS/FEES

Broward College will pay permit fees directly to its Consultant(s). Contractor/vendor is not required to pay permit fees. Other than permit fees, the contractor/vendor shall be responsible for obtaining and paying fees. Payment for fees shall be reimbursed to the contractor/vendor utilizing "pass-thru". Such fees include, but are not limited to, fees and dumping fees for all line items. A copy of the dumping fees receipt shall be submitted with the contractor's/vendor's invoice for payment. The College will not pay for illegal or improper disposal of debris/waste. Contractor/vendor will invoice the College for reimbursement. No mark-up shall be allowed.

4. DEBRIS, WASTE AND CHEMICALS

Contractor shall be responsible for the prompt removal of all debris, which is a result of services. Contractor shall apply and dispose of all chemicals and waste in a manner that complies with all local, state and federal laws and regulations.

5. SUBCONTRACTORS

Due to environmental and liability concerns, no subcontracting will be allowed.

6. TRAFFIC CONTROL

Contractor shall be responsible for training and compliance with all OSHA standards pertaining to confined space entry and D.O.T. regulations for traffic control. The College's representative reserves the right to shut down any job site for unsafe conditions.

7. RESPONSE TIME

Schedule for routine maintenance shall be coordinated with the College. All regular maintenance shall be performed during the College's normal working hours (7:00 A.M. to 4:00 p.m. ET, Monday through Friday) unless otherwise authorized by the College.

Work may be performed at hours other than normal business hours at the direction and discretion of the College's Facilities Management Department Site Representative. Arrangements must be approved in advance.

Contractor shall stand ready and be available to perform overtime work when requested to do so by the College. Due to the nature of the College's operational needs, Contractor understands and agrees that it may be necessary to perform certain service or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with the College.

If College requests an Emergency Mobilization and provides a verbal scope to the Contractor, the Contractor shall have six (6) hours to set up at the site of the emergency and begin work. The Contractor must submit an estimate to the College within 24 hours of the day of emergency mobilization.

Contractor shall provide a contact person to ensure twenty-four hours response.

8. EMERGENCY CALL-OUT

Emergency call-out is responding on short notice to perform any of the services listed in this solicitation. This may be required outside of normal working hours such as after 4:00 p.m. ET or on weekends or holidays. Emergency call out response time will be two (2) hours after initial contact with Contractor. Contractor should submit and maintain a valid emergency list consisting of no less than three (3) local contact numbers for no less than three (3) company representatives to be submitted with the proposal or upon request.

9. PROTECTION OF EXISTING FACILITIES

Contractor shall take all necessary precautions during the period of the service to protect existing facilities from damage by workmen and shall repair or replace, at its; own expense, any damage to property caused by their employees or suppliers.

10. CLEANING UP

Contractor at all times shall keep the premises free from accumulation of waste materials and rubbish caused by their operations and from leaks and spillage from equipment. Upon completion of the work, Contractor shall remove all their waste materials and rubbish from and about the installation, as well as

all their tools, equipment, machinery, and surplus materials, and shall clean all building surfaces and leave the work area clean.

11. CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE)

Contractor shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this solicitation that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that the College shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Vice President for Facilities Management and/or Associate Vice President for Facilities Collegewide Maintenance and/or Associate Vice President for Procurement. Contractor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

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RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES EXHIBIT A-1 PRICING				SHENANDOAH GENERAL CONSTRUCTION
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
TV Viewing				
1	Storm Drain (Video Camera) Observation 0 - 48" Log/Written Report	Linear Ft	1	\$6.00
2	Storm Drain (Video Camera) Observation 49" - 72" Log/Written Report	Linear Ft	1	\$15.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft	1	\$25.00
Plug Installation & Removal {Includes Minimum Weekly Rental} for:				
4	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
5	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
6	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
7	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
8	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
Pumping				
9	4" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$35.00
10	6" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$40.00
11	8" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$40.00
GENERAL MAINTENANCE AND REPAIRS				
Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe				
12	Slip Lining 15" Pipe	Linear Ft	1	\$50.00
13	Slip Lining 18" Pipe	Linear Ft	1	\$89.00
14	Slip Lining 24" Pipe	Linear Ft	1	\$99.00
15	Slip Lining 30" Pipe	Linear Ft	1	\$116.00
16	Slip Lining 36" Pipe	Linear Ft	1	\$160.00
17	Slip Lining 42" Pipe	Linear Ft	1	\$228.00
18	Slip Lining 48" Pipe	Linear Ft	1	\$339.00
19	Slip Lining 54" Pipe	Linear Ft	1	\$404.00
20	Slip Lining 60" Pipe	Linear Ft	1	\$494.00
21	CIPP 15" Pipe 15 x 6.7 mm (Burial Depth is 0-6')	Linear Ft	1	\$82.00
22	CIPP 15" Pipe 15 x 8.2 mm (Burial Depth is 6-12')	Linear Ft	1	\$87.00
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$97.00
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$100.00
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$118.00
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$125.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES EXHIBIT A-1 PRICING				SHENANDOAH GENERAL CONSTRUCTION
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Linear Ft	1	\$154.00
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$162.00
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$191.25
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$201.00
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Linear Ft	1	\$275.50
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$275.50
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$346.75
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$338.75
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$540.00
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$533.75
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Linear Ft	1	\$708.00
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Linear Ft	1	\$670.00
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Linear Ft	1	\$825.00
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$809.00
41	CIPP 72" Pipe x 30.4 mm Linear Ft	Linear Ft	1	\$933.00
42	CIPP 84" Pipe x 35.5 mm Linear Ft	Linear Ft	1	\$1,229.00
43	CIPP 96" Pipe x 40.6 mm Linear Ft	Linear Ft	1	\$1,540.50
PIPE CLEANING				
Pipe Cleaning and Sediment Removal (Light Cleaning)				
44	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$0.50
45	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$0.50
46	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$0.50
47	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$1.25
48	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$1.50
49	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$2.00
50	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$2.50
51	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$2.75
52	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$3.00
53	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$4.00
54	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$5.00
55	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$6.00
56	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$7.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES EXHIBIT A-1 PRICING				SHENANDOAH GENERAL CONSTRUCTION
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
Pipe Cleaning and Sediment Removal (Medium Cleaning)				
57	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$1.00
58	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$1.75
59	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$2.00
60	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$2.25
61	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$2.50
62	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$3.25
63	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$3.50
64	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$4.00
65	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$7.00
66	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$8.00
67	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$10.00
68	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$15.00
69	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$35.00
Pipe Cleaning and Sediment Removal (Heavy Cleaning)				
70	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$5.50
71	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$6.25
72	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$7.00
73	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$9.00
74	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$10.75
75	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$17.00
76	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$19.00
77	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$19.00
78	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$20.00
79	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$21.00
80	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$25.00
81	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$30.00
82	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$39.00
Pipe Cleaning and Sediment Removal (Specialty Cleaning)				
83	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$10.00
84	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$10.00
85	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$10.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES EXHIBIT A-1 PRICING				SHENANDOAH GENERAL CONSTRUCTION
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
86	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$12.00
87	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$14.00
88	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$20.00
89	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$25.00
90	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$35.00
91	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$40.00
92	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$45.00
93	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$50.00
94	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$60.00
95	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$65.00
Open Cut / Headwall Repairs & Other Services				
96	Construction Foreman	Hour	1	\$70.00
97	Equipment Operator	Hour	1	\$150.00
98	Laborer	Hour	1	\$40.00
99	Pipe Layer	Hour	1	\$42.00
100	Welding (Above & Below Water)	Hour	1	\$50.00
101	Diving Crew (3 Man Team) Certified	Hour	1	\$450.00
102	Crane 100 Tons & Below	Hour	1	\$80.00
103	Track or Wheeled Excavator	Hour	1	\$50.00
104	Stick Tracked Excavator (60' or Greater)	Hour	1	\$90.00
105	Wheel Loader	Hour	1	\$45.00
106	Backhoe Loader	Hour	1	\$35.00
107	Bulldozer	Hour	1	\$10.00
108	Double Drum Compactor	Hour	1	\$25.00
109	Vibratory Plate Compactor.	Hour	1	\$15.00
110	100 CFM Air Compressor with Hammer	Hour	1	\$30.00
111	Dump Truck with Operator	Hour	1	\$75.00
112	De-Watering	Hour	1	\$85.00
113	Asphalt Pavement Replacement	Tons	1	\$350.00
114	Lime Rock	Tons	1	\$70.00
115	Dirt	Tons	1	\$25.00
116	Driveway Restoration (4" thick) Removal and Installation	Sq. Ft.	1	\$25.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES EXHIBIT A-1 PRICING				SHENANDOAH GENERAL CONSTRUCTION
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
117	Driveway Restoration (6" thick) Removal and Installation	Sq. Ft.	1	\$30.00
118	Mitered Ends	Sq. Ft.	1	\$45.00
119	Pressure Grout Injection	Joints	1	\$275.00
120	Bahia Sod	Sq. Ft.	1	\$1.50
121	Floratan Sod	Sq. Ft.	1	\$2.00
122	Rip Rap Rubble 6" - 12"	Tons	1	\$100.00
123	Rip Rap Bag (80 lb. Bags)	Each	1	\$15.00
124	Concrete Pillow Blanket slope protection	Square Yard	1	\$50.00
125	Silt Screen Installation & Removal per 100 ft.	Each	1	\$300.00
126	Mobilization Fee	Each	1	\$500.00
127	Material Mark Up Percentage - Cost Plus Percentage may not exceed 10%. - A percentage of 0 or net cost is acceptable.	%	1	10.00%
GRAND TOTAL:				<u>\$16,373.75</u>

Contractor Policy Code Acknowledgement Exhibit "B"

Name (Please Print): SHENANDOAH GENERAL CONSTRUCTION LLC

Contract/Work Order/Purchase Order (P.O.) # RFP-2024-082-OA - STORM DRAIN
CLEANING, REPAIRS, AND MAINTENANCE SERVICES

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, Click or tap here to enter text., (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to College IT resources or the information technology systems infrastructure to effect access without the

express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises, subject to the terms of the Federal Tort Claims Act.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS, AND MAINTENANCE SERVICES. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

SHENANDOAH GENERAL
CONSTRUCTION LLC

Contractor Name (Print)

Anthony Guglielmi, President
Authorized Representative
(Print)



Signature

10/25/24

Date