

Solicitation PNC2124420B1

avement Resurfacing and Repair Services

Bid Designation: Public



Broward County Board of County Commissioners



Finance and Administration Services Department

PURCHASING DIVISION

115 S Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-5835 | broward.org/Purchasing

AWARD/REJECTION AUTHORITY MEMORANDUM

PNC2124420B1 Pavement Resurfaces and Repairs

☒ **RECOMMENDATION FOR AWARD**

Vendor(s): Weekley Asphalt Paving, Inc. VC00020425

Contract Type: ☐ Fixed ^[1] ☒ Open-End

Basis of Award: ☐ Low ☒ Responsive ☒ Responsible
☐ Split ^[2] ☐ Multiple ^[3] ☐ Single ^[4]

Initial One-Year Term Award Amount: \$ 4,034,595.00

Breakdown of initial Award Amount:

\$3,729,595.00 Vendor Bid Total
+ \$305,000.00 Allowances

\$4,304,595.00 Initial Award Amount

Potential Three-Year Award Amount: \$12,103,785.00

AWARD JUSTIFICATION

☒ Price Analysis (see attached) ☐ Clarification ☐
Waiver ^[5]

☐ **RECOMMENDATION TO REJECT** ^[6]

Vendor(s): [Insert Name(s), Supplier ID(s)]

REJECT JUSTIFICATION

- ☐ Does not meet specifications: [Identify area]
- ☐ Single Bidder: pricing not fair/reasonable
[Reference justification included]
- ☐ Non-responsive (did not conform to any/all
material aspects of solicitation): [Identify area]
- ☐ Non-responsible: [Identify area]
- ☐ Other Reason: [Insert brief description, reference
justification included]

OPEN-END CONTRACT TERM(S) OR ☒ N/A (Fixed Contract)

Initial Term ^[7]: One year - Number of Renewal Option(s): two annual renewals

Potential Contract Duration: 3 years

Note: Term shall begin on [Insert, i.e., date of award, date after expiration of current
Contract]

P-CARD

Vendor(s)

Accepts:

☐ Yes ☒ No

¹ In accordance with the Internal Control Handbook, Page 216, Chapter 10, Section G, Repairs, if a firm fixed price is not available for equipment repair, a unit must be taken to a repair shop for disassembly and determination of repair costs, and repair. (2006)

² Award different line item or group to more than one Bidder.

³ Award same line item or group to more than one Bidder. (i.e., Primary, Secondary, Tertiary, etc.)

⁴ Sole Source/Sole Brand, Reasonable Source, Emergency, and Single Bids over \$100,000 must be added to the monthly activity report to the Board of County Commissioners, and a copy of this Award Rejection Authority Memorandum should be uploaded to your final PO or Procurement Contract.

⁵ Pursuant to Procurement Code, Section 21.37, a minor or non-substantive lack of conformity may be considered a technicality or irregularity and may be waived by the Director of Purchasing.

⁶ Pursuant to Procurement Code, Section 21.39, after all responses are open, any or all responses may be rejected by the Director of Purchasing, provided, however, that only the Board may reject all responses to a solicitation where the issuance of the solicitation was approved by the Board.

⁷ Dates (Initial Term and Final Expiration) are not known until the contract is awarded. Initial term here should be 'number of months or years of initial term'.

ADDITIONAL INFORMATION

The purpose of this open-end contract includes, but is not limited to furnish all labor, materials, equipment, supervision, and incidentals required to perform Pavement Resurfacing and Repair Services per Specifications and Requirements for the Broward County Highway and Bridge Maintenance Division (HWBD) and various other Broward County agencies that may have need of these services and products.

Bid No. PNC2124420B1 was advertised on June 30, 2022. At time of the bid deadline, 2:00 pm., August 3, 2022, there were two submittals. (Exhibit 1).

The Office of Economic and Small Business Development (OESBD) established a County Business Enterprise (CBE) goal of 35% for this solicitation. The OESBD Goal Compliance Memorandum dated August 22, 2022, determined Weekley Asphalt Paving, Inc. (Weekley), compliant with the CBE program requirements of the solicitation. (Exhibit 2).

HWBD has reviewed the bid submitted by Weekley and concurs with the recommendation for award. (Exhibit 3). There are eleven final vendor performance evaluations completed for Weekley with the County within the past five years, and the firm has an overall rating of 3.88 out of a possible rating of 5.0.

The prices submitted by the recommended bidder, Weekley, have been determined to be fair and reasonable based on the HWBD estimate. (Exhibit 4).

This procurement carries a 100% performance and payment guaranty. The Purchasing Agent confirmed with the surety company that Weekley has the capacity to obtain the required guaranty.

SOLICITATION METHOD

- ☒ Invitation for Bid ☐ Request for Quote
- ☐ Emergency ^[4] ☐ Piggyback ^[4]
[Insert Piggyback Contract No.]
- ☐ Sole Brand ^[4] ☐ Sole Source ^[4]
- ☐ Most Reasonable Source ^[3]
- Date Notice posted: *[Insert Date]
(*Applies to Sole Brand, Sole Source and/or Most Reasonable Source)
- Responses: Yes ☐ No ☐
(If Yes, Director of Purchasing and/or Designee final Designation Date):
*[Insert Date]
- ☐ Standardized by:
- ☐ Board: [Insert Date & Item No.]
- ☐ Director of Purchasing: [Insert Date]

SOLICITATION INFORMATION

Client Agency: Highway and Bridge Maintenance Division

Requisition ID: HWB0002293

Folder No: 212420

Posted on: June 30, 2022

Opened on: August 3, 2022

Number of Responses: 2

Number of Declinations: 0

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT (OESBD)

OESBD has reviewed this solicitation and determined:

- | | |
|---|---|
| ☐ This firm is a certified [Small Business Enterprise (SBE)/County Business Enterprise (CBE)], and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract. | ☒ This firm met the County Business Enterprise (CBE), goal requirements, and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract. |
| ☐ This firm met the assigned Airport Concession Disadvantaged Business Enterprise (ACDBE) participation goal, and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract. | ☐ This project has been designated a sole source/sole brand, or reasonable sole source/brand, therefore, this project is not subject to the OESBD requirements. |
| ☐ It should be solicited to open market with no assigned goals. | ☐ Due to no responses received from SBE vendors during the original solicitation, this solicitation was re-bid to the open market. Per OESBD, no goals were applied to the re-solicitation. |

WHAT APPROVAL ACCOMPLISHES ^[8]

- ☐ In accordance with the Broward County Procurement Code, Section 21.47.(b)(1), the Director of Purchasing may award solicitations in an amount not exceeding \$500,000, inclusive of the value of any renewals or extensions.
- ☒ In accordance with the Broward County Procurement Code, Section 21.47.(b)(2), the Director of Purchasing may award bids in any amount over \$500,000, inclusive of any extensions or renewals, contingent upon no bidder has been determined to be non-responsive or non-responsible, no protests have been filed, and more than one bidder has submitted a response, and further provided that no Commissioner has expressed an objection within five (5) days after receiving notice of intended award from the Purchasing Division.
- ☐ In accordance with the Broward County Procurement Code, Section 21.37.(b), Waiver of Technicality, a lack of conformity as to an issue of responsiveness that is nonsubstantive in nature may be considered a technicality or irregularity that may be waived by the Director of Purchasing.
- ☐ In accordance with Broward County Procurement Code, Section 21.39 Rejection After Bid Opening, any or all responses may be rejected by the Purchasing Director or designee, including those bids in which there is only one (1) responsive vendor.
- ☐ This approval authority is for the Recommendation of Award posting only. Agenda will be submitted for award by the Board of Commissioners. Refer to Broward County Procurement Code, Section 21.47.(a).

APPROVAL WORKFLOW

Purchasing Agent	Purchasing Manager	Asst. Director of Purchasing	Director of Purchasing
☒ Required	☒ Required	☐ Required	☒ Required
☐ N/A	☐ N/A	☐ N/A	☐ N/A

⁸ The Award Rejection Authority Memorandum must be signed by the appropriate authority prior to Recommendation for Award (RFA) posting in accordance with Memorandum Sequence No. 21-03.

APPROVAL AUTHORITY

Purchasing Agent:

☒ APPROVE ☐ DISAPPROVE

YOHANNA DE FRANCISCO

Digitally signed by YOHANNA DE FRANCISCO
Date: 2022.09.26 11:51:04 -04'00'

Purchasing Agent (Signature & Date)

Assistant Director of Purchasing:

☐ APPROVE ☐ DISAPPROVE

Assistant Director of Purchasing (Signature & Date)

Purchasing Manager:

☒ APPROVE ☐ DISAPPROVE

CONSTANCE S. MANGAN

Digitally signed by CONSTANCE S. MANGAN
Date: 2022.09.26 13:37:56 -04'00'

Purchasing Manager (Signature & Date)

Director of Purchasing:

☒ APPROVE ☐ DISAPPROVE

Director of Purchasing (Signature & Date)

ATTACHMENTS

- | | | | |
|---|--|--|---|
| ☒ Bid Tab | ☒ OESBD Document | ☒ Using Agency Concurrence | ☐ Certificate of Insurance |
| ☒ Price Analysis | ☐ Sole Source | ☐ Sole Brand | ☐ Purchasing Agent Report |
| ☐ Board or County Administrator Approved
Emergency Memo | ☐ Other | | |

Bid PNC2124420B1

Pavement Resurfacing and Repair Services

Bid Number	PNC2124420B1
Bid Title	Pavement Resurfacing and Repair Services
Bid Start Date	In Held
Bid End Date	Aug 3, 2022 2:00:00 PM EDT
Question & Answer End Date	Jul 21, 2022 5:00:00 PM EDT
Bid Contact	Latoya Clark-Forbes Purchasing Agent Purchasing 954-357-6009 lclarkforbes@broward.org
Bid Contact	Stacy-Ann Brown Purchasing Agent Purchasing Division 954-357-5856 stabrown@broward.org
Contract Duration	1 year
Contract Renewal	2 annual renewals
Prices Good for	120 days
Pre-Bid Conference	Jul 13, 2022 11:00:00 AM EDT Attendance is optional Location: An optional pre-bid conference will be held on the specified date and time by dialing the number (754)900-8519; Conference ID 920 080 091# Please do not put call on hold; mute phone during pre-bid conference. 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 pricing because of failure of the vendor(s) to have attended the conference. If you require any auxiliary aids for communications, please call (954)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, supervision, and incidentals required to perform roadway milling, resurfacing, pavement markings, 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. 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 Investment Program: Workforce Investment Program applies to this contract. Refer to Workforce Investment Program Requirements section for additional information

Basis of Award: The basis of award shall be to the lowest, responsive, and responsible Vendor by total price bid. Refer to Special Instructions for additional information.

Bid Allowance Amounts: This solicitation includes pass-thru allowances. It is not necessary to add your allowance amounts into your bid prices. Periscope S2G will automatically add the allowance amounts indicated to your bid total and will be reflected on the final bid tabulation.

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 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).

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope S2G by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Periscope S2G.

Submittals: Vendor **MUST** submit its solicitation response electronically and **MUST** confirm its submittal in order for the County to receive a valid response through Periscope S2G, Supplier-to-Government. Refer to the Purchasing Division website or contact Periscope S2G, Supplier-to-Government for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G, Supplier-to-Government by the date and time specified in the 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 the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Periscope S2G, Supplier-to-Government, immediately notify the Purchasing Agent and then contact Periscope S2G, Supplier-to- Government for technical assistance.

Item Response Form

Item	PNC2124420B1-01-01 - GROUP 1: MOBILIZATION: MOBILIZATION, NIGHT WORK AND MOBILIZE WITHIN 24 HOURS
Lot Description	GROUP 1: MOBILIZATION
Quantity	5 lump sum
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>SH0044</u> HIGHWAY & BRIDGE MAINTENANCE DIVISION PHONE:(954) 357-6040 1600 NW 30TH AVE (NW BLOUNT ROAD) POMPANO BEACH FL 33069 Qty 5

Description

FDOT Pay Item no 101-1: MOBILIZATION, NIGHT WORK AND MOBILIZE WITHIN 24 HOURS

Item	PNC2124420B1-02-01 - GROUP 2: MOT: TRAFFIC CONTROL OFFICER
Lot Description	GROUP 2: MOT
Quantity	200 hour
Unit Price	
Delivery Location	Broward County Board of County Commissioners

WEEKLEY ASPHALT PAVING, INC.

Bid Contact **June Stone**
gail@weekleyasp.com
Ph 954-680-8005
Fax 954-680-8671

Address **20701 STIRLING RD**
PEMBROKE PINES, FL 33332

Bid Bond  **Bid Bond icon** (Status: Authorized on Jul 26, 2022)

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PNC2124420B1--01-01	GROUP 1: MOBILIZATION: MOBILIZATION, NIGHT WORK AND MOBILIZE WITHIN 24 HOURS	Supplier Product Code:	First Offer - \$2,500.00	5 / lump sum	\$12,500.00 Y Y

Bid Allowance \$305,000.00

Lot Total **\$12,500.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PNC2124420B1--02-01	GROUP 2: MOT: TRAFFIC CONTROL OFFICER	Supplier Product Code:	First Offer - \$76.00	200 / hour	\$15,200.00 Y
PNC2124420B1--02-02	GROUP 2: MOT: WORK ZONE SIGNS, F & I	Supplier Product Code:	First Offer - \$0.29	2000 / day	\$580.00 Y
PNC2124420B1--02-03	GROUP 2: MOT: BUSINESS SIGN, F & I	Supplier Product Code:	First Offer - \$80.00	10 / each	\$800.00 Y
PNC2124420B1--02-04	GROUP 2: MOT: BARRIER WALL, TEMPORARY, WATERFILLED, UP TO 30 DAYS	Supplier Product Code:	First Offer - \$23.00	1000 / linear foot	\$23,000.00 Y
PNC2124420B1--02-05	GROUP 2: MOT: BARRIER WALL, TEMPORARY, RELOCATE, WATERFILLED	Supplier Product Code:	First Offer - \$18.00	1000 / linear foot	\$18,000.00 Y
PNC2124420B1--02-06	GROUP 2: MOT: CHANNELIZING DEVICE, TYPES I, II, DI, VP, DRUM, OR LCD, F & I	Supplier Product Code:	First Offer - \$0.35	5000 / day	\$1,750.00 Y

PNC2124420B1--02-07	GROUP 2: MOT: CHANNELIZING DEVICE, TYPE III, 6 FT, F & I	Supplier Product Code:	First Offer - \$0.75	20 / day	\$15.00	Y
PNC2124420B1--02-08	GROUP 2: MOT: CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	Supplier Product Code:	First Offer - \$0.55	200 / day	\$110.00	Y
PNC2124420B1--02-09	GROUP 2: MOT: TRAFFIC CONES, F & I	Supplier Product Code:	First Offer - \$0.05	15000 / day	\$750.00	Y
PNC2124420B1--02-10	GROUP 2: MOT: ARROW BOARD / ADVANCE WARNING ARROW PANEL, F & I	Supplier Product Code:	First Offer - \$20.00	500 / day	\$10,000.00	Y
PNC2124420B1--02-11	GROUP 2: MOT: TEMPORARY RETROREFLECTIVE PAYMENT MARKER	Supplier Product Code:	First Offer - \$4.50	400 / each	\$1,800.00	Y
PNC2124420B1--02-12	GROUP 2: MOT: PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY, F & I	Supplier Product Code:	First Offer - \$24.00	300 / day	\$7,200.00	Y
PNC2124420B1--02-13	GROUP 2: MOT: PORTABLE REGULATORY, SIGN, F & I	Supplier Product Code:	First Offer - \$0.50	400 / day	\$200.00	Y
PNC2124420B1--02-14	GROUP 2: MOT: REMOVABLE TAPE, WHITE OR BLACK, SKIP	Supplier Product Code:	First Offer - \$4.00	1000 / linear foot	\$4,000.00	Y
PNC2124420B1--02-15	GROUP 2: MOT: REMOVABLE TAPE, WHITE OR BLACK, SOLID	Supplier Product Code:	First Offer - \$4.00	1000 / linear foot	\$4,000.00	Y
PNC2124420B1--02-16	GROUP 2: MOT: REMOVABLE TAPE, YELLOW, SOLID	Supplier Product Code:	First Offer - \$4.00	1000 / linear foot	\$4,000.00	Y

PNC2124420B1--02-17	GROUP 2: MOT: REMOVABLE TAPE, WHITE OR BLACK, OTHER	Supplier Product Code:	First Offer - \$4.00	1000 / square foot	\$4,000.00	Y
PNC2124420B1--02-18	GROUP 2: MOT: FDOT CERTIFIED FLAG PERSON	Supplier Product Code:	First Offer - \$44.00	500 / hour	\$22,000.00	Y
PNC2124420B1--02-19	GROUP 2: MOT: TRUCK MOUNTED ATTENUATOR & OPERATOR	Supplier Product Code:	First Offer - \$1,200.00	5 / day	\$6,000.00	Y
PNC2124420B1--02-20	GROUP 2: MOT: LIGHT TOWER, AMIDA / TEREX AL4000 OR EQUIVALENT	Supplier Product Code:	First Offer - \$25.00	100 / day	\$2,500.00	Y

Bid Allowance

\$305,000.00

Lot Total **\$125,905.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2124420B1--03-01	GROUP 3: EROSION CONTROL: SEDIMENT BARRIER	Supplier Product Code:	First Offer - \$1.30	500 / linear foot	\$650.00	Y
PNC2124420B1--03-02	GROUP 3: EROSION CONTROL: STAKED TURBIDITY BARRIER-NYLON REINFORCED PVC	Supplier Product Code:	First Offer - \$2.00	200 / linear foot	\$400.00	Y
PNC2124420B1--03-03	GROUP 3: EROSION CONTROL: INLET PROTECTION SYSTEM	Supplier Product Code:	First Offer - \$130.00	200 / each	\$26,000.00	Y

Bid Allowance

\$305,000.00

Lot Total **\$27,050.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2124420B1--04-01	GROUP 4: EARTHWORK: REMOVAL OF EXISTING CONCRETE - CURB AND GUTTER	Supplier Product Code:	First Offer - \$7.00	500 / linear foot	\$3,500.00	Y
PNC2124420B1--04-02	GROUP 4: EARTHWORK: REMOVAL OF EXISTING	Supplier Product	First Offer - \$29.00	500 / square yard	\$14,500.00	Y

CONCRETE-SIDEWALK, **Code:**
PAVEMENT AND SLOPE
PAVEMENT ANY
THICKNESS

PNC2124420B1--04-03	GROUP 4: EARTHWORK: REGULAR EXCAVATION	Supplier Product Code:	First Offer - \$29.90	2000 / cubic yard	\$59,800.00	Y
PNC2124420B1--04-04	GROUP 4: EARTHWORK: EMBANKMENT	Supplier Product Code:	First Offer - \$25.00	1000 / cubic yard	\$25,000.00	Y
PNC2124420B1--04-05	GROUP 4: EARTHWORK: TYPE B STABILIZATION	Supplier Product Code:	First Offer - \$6.00	2000 / square yard	\$12,000.00	Y
PNC2124420B1--04-06	GROUP 4: EARTHWORK: REWORKING LIMEROCK BASE, 6 IN	Supplier Product Code:	First Offer - \$4.50	500 / square yard	\$2,250.00	Y
PNC2124420B1--04-07	GROUP 4: EARTHWORK: REWORKING LIMEROCK BASE, 4 IN	Supplier Product Code:	First Offer - \$4.50	500 / square yard	\$2,250.00	Y
PNC2124420B1--04-08	GROUP 4: EARTHWORK: REWORKING LIMEROCK BASE, 3 IN	Supplier Product Code:	First Offer - \$4.50	500 / square yard	\$2,250.00	Y
PNC2124420B1--04-09	GROUP 4: EARTHWORK: LIMEROCK, NEW MATERIAL FOR REWORKING BASE	Supplier Product Code:	First Offer - \$55.00	1000 / cubic yard	\$55,000.00	Y
PNC2124420B1--04-10	GROUP 4: EARTHWORK: OPTIONAL BASE, BASE GROUP 03	Supplier Product Code:	First Offer - \$10.00	500 / square yard	\$5,000.00	Y
PNC2124420B1--04-11	GROUP 4: EARTHWORK: OPTIONAL BASE, BASE GROUP 04	Supplier Product Code:	First Offer - \$14.00	500 / square yard	\$7,000.00	Y
PNC2124420B1--04-12	GROUP 4: EARTHWORK: OPTIONAL BASE, BASE GROUP 05	Supplier Product Code:	First Offer - \$15.00	500 / square yard	\$7,500.00	Y
PNC2124420B1--04-13	GROUP 4: EARTHWORK: OPTIONAL BASE, BASE GROUP 06	Supplier Product Code:	First Offer - \$15.50	1000 / square yard	\$15,500.00	Y

PNC2124420B1--04-14	GROUP 4: EARTHWORK: OPTIONAL BASE, BASE GROUP 07	Supplier Product Code:	First Offer - \$16.00	500 / square yard	\$8,000.00	Y
PNC2124420B1--04-15	GROUP 4: EARTHWORK: OPTIONAL BASE, BASE GROUP 08	Supplier Product Code:	First Offer - \$16.25	500 / square yard	\$8,125.00	Y
PNC2124420B1--04-16	GROUP 4: EARTHWORK: OPTIONAL BASE, BASE GROUP 09	Supplier Product Code:	First Offer - \$12.00	1000 / square yard	\$12,000.00	Y
PNC2124420B1--04-17	GROUP 4: EARTHWORK: OPTIONAL BASE, BASE GROUP 10	Supplier Product Code:	First Offer - \$15.00	500 / square yard	\$7,500.00	Y
PNC2124420B1--04-18	GROUP 4: EARTHWORK: OPTIONAL BASE, BASE GROUP 11	Supplier Product Code:	First Offer - \$17.00	1000 / square yard	\$17,000.00	Y
PNC2124420B1--04-19	GROUP 4: EARTHWORK: OPTIONAL BASE, BASE GROUP 12	Supplier Product Code:	First Offer - \$22.00	1000 / square yard	\$22,000.00	Y
PNC2124420B1--04-20	GROUP 4: EARTHWORK: OPTIONAL BASE, BASE GROUP 13	Supplier Product Code:	First Offer - \$29.90	500 / square yard	\$14,950.00	Y
PNC2124420B1--04-21	GROUP 4: EARTHWORK: OPTIONAL BASE, BASE GROUP 14	Supplier Product Code:	First Offer - \$30.00	1000 / square yard	\$30,000.00	Y
PNC2124420B1--04-22	GROUP 4: EARTHWORK: OPTIONAL BASE, BASE GROUP 15	Supplier Product Code:	First Offer - \$33.00	1000 / square yard	\$33,000.00	Y
PNC2124420B1--04-23	GROUP 4: EARTHWORK: OPTIONAL BASE, BASE GROUP 15, ASPHALT BASE OPTION ONLY	Supplier Product Code:	First Offer - \$90.00	500 / square yard	\$45,000.00	Y

Bid Allowance

\$305,000.00

Lot Total **\$409,125.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PNC2124420B1--05-01	GROUP 5: PAVEMENT AND ROAD WORK: MILLING EXIST	Supplier Product Code:	First Offer - \$4.00	10000 / square yard	\$40,000.00 Y

ASPH PAVT, 1 IN AVG DEPTH (UP TO 1,000 SY)						
PNC2124420B1--05-02	GROUP 5: PAVEMENT AND ROAD WORK: MILLING EXIST ASPH PAVT, 1 IN AVG DEPTH (MORE THAN 1,000 SY)	Supplier Product Code:	First Offer - \$3.00	50000 / square yard	\$150,000.00	Y
PNC2124420B1--05-03	GROUP 5: PAVEMENT AND ROAD WORK: MILLING EXIST ASPH PAVT, 3 IN AVG DEPTH	Supplier Product Code:	First Offer - \$1.50	3000 / square yard	\$4,500.00	Y
PNC2124420B1--05-04	GROUP 5: PAVEMENT AND ROAD WORK: MILLING EXIST ASPH PAVT, 2 IN AVG DEPTH	Supplier Product Code:	First Offer - \$1.50	1000 / square yard	\$1,500.00	Y
PNC2124420B1--05-05	GROUP 5: PAVEMENT AND ROAD WORK: MILLING EXIST ASPH PAVT, 1 1/2 IN AVG DEPTH	Supplier Product Code:	First Offer - \$3.00	50000 / square yard	\$150,000.00	Y
PNC2124420B1--05-06	GROUP 5: PAVEMENT AND ROAD WORK: MILLING EXIST ASPH PAVT, 2 1/2 IN AVG DEPTH	Supplier Product Code:	First Offer - \$1.50	1000 / square yard	\$1,500.00	Y
PNC2124420B1--05-07	GROUP 5: PAVEMENT AND ROAD WORK: MILLING EXIST ASPH PAVT, 1/2 IN AVG DEPTH	Supplier Product Code:	First Offer - \$2.00	1000 / square yard	\$2,000.00	Y
PNC2124420B1--05-08	GROUP 5: PAVEMENT AND ROAD WORK: MILLING EXIST ASPH PAVT, 3/4 IN AVG DEPTH	Supplier Product Code:	First Offer - \$2.00	1000 / square yard	\$2,000.00	Y

PNC2124420B1--05-09	GROUP 5: PAVEMENT AND ROAD WORK: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, D, OR E, LESS THAN 100 TON	Supplier Product Code:	First Offer - \$300.00	1000 / ton	\$300,000.00	Y
PNC2124420B1--05-10	GROUP 5: PAVEMENT AND ROAD WORK: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, D, OR E, 101 to 500 TON	Supplier Product Code:	First Offer - \$180.00	1000 / ton	\$180,000.00	Y
PNC2124420B1--05-11	GROUP 5: PAVEMENT AND ROAD WORK: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, D, OR E, GREATER THAN 500 TON	Supplier Product Code:	First Offer - \$160.00	2000 / ton	\$320,000.00	Y
PNC2124420B1--05-12	GROUP 5: PAVEMENT AND ROAD WORK: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, D, OR E, PG 76-22	Supplier Product Code:	First Offer - \$180.00	1000 / ton	\$180,000.00	Y
PNC2124420B1--05-13	GROUP 5: PAVEMENT AND ROAD WORK: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, D, E, HIGH POLYMER	Supplier Product Code:	First Offer - \$185.00	1000 / ton	\$185,000.00	Y
PNC2124420B1--05-14	GROUP 5: PAVEMENT AND ROAD WORK: ASPHALT	Supplier Product Code:	First Offer - \$180.00	1000 / ton	\$180,000.00	Y

CONCRETE
FRICTION
COURSE,TRAFFIC B,
C, D, OR E, FC-9.5,
FC-12.5 PG 76-22

PNC2124420B1--05-15	GROUP 5: PAVEMENT AND ROAD WORK: ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, C, OR D FC-9.5, FC- 12.5 HIGH POLYMER	Supplier Product Code:	First Offer - \$185.00	1000 / ton	\$185,000.00	Y
PNC2124420B1--05-16	GROUP 5: PAVEMENT AND ROAD WORK: MISCELLANEOUS ASPHALT PAVEMENT	Supplier Product Code:	First Offer - \$200.00	300 / ton	\$60,000.00	Y
PNC2124420B1--05-17	GROUP 5: PAVEMENT AND ROAD WORK: CLEANING AND RESEALING JOINTS- EXISTING CONCRETE PAVEMENT REHAB	Supplier Product Code:	First Offer - \$22.00	300 / linear foot	\$6,600.00	Y
PNC2124420B1--05-18	GROUP 5: PAVEMENT AND ROAD WORK: CLEANING AND SEALING RANDOM CRACKS IN EXISTING CONCRETE PAVEMENT-REHAB	Supplier Product Code:	First Offer - \$18.00	300 / linear foot	\$5,400.00	Y
PNC2124420B1--05-19	GROUP 5: PAVEMENT AND ROAD WORK: GRINDING CONCRETE PAVEMENT	Supplier Product Code:	First Offer - \$5.90	1000 / square yard	\$5,900.00	Y
PNC2124420B1--05-20	GROUP 5: PAVEMENT AND ROAD WORK:	Supplier Product Code:	First Offer - \$100.00	100 / hour	\$10,000.00	Y

QUALIFIED
CONSTRUCTION
TRAINING
QUALIFICATION
PROGRAM (CTQP)
ASPHALT PAVING
LEV

PNC2124420B1--05-21	GROUP 5: PAVEMENT AND ROAD WORK: MANHOLE, ADJUST	Supplier Product Code:	First Offer - \$550.00	30 / each	\$16,500.00	Y
PNC2124420B1--05-22	GROUP 5: PAVEMENT AND ROAD WORK: MANHOLE, ADJUST, UTILITIES	Supplier Product Code:	First Offer - \$600.00	20 / each	\$12,000.00	Y
PNC2124420B1--05-23	GROUP 5: PAVEMENT AND ROAD WORK: VALVE ADJUST	Supplier Product Code:	First Offer - \$450.00	50 / each	\$22,500.00	Y
PNC2124420B1--05-24	GROUP 5: PAVEMENT AND ROAD WORK: REPLACE MANHOLE COVER AND RING (SET)	Supplier Product Code:	First Offer - \$900.00	20 / each	\$18,000.00	Y
PNC2124420B1--05-25	GROUP 5: PAVEMENT AND ROAD WORK: MANHOLES, REPAIR	Supplier Product Code:	First Offer - \$900.00	10 / each	\$9,000.00	Y
PNC2124420B1--05-26	GROUP 5: PAVEMENT AND ROAD WORK: MINOR INLET-TOP REPAIR (NO REINFORCEMENT REPAIR)	Supplier Product Code:	First Offer - \$900.00	5 / each	\$4,500.00	Y
PNC2124420B1--05-27	GROUP 5: PAVEMENT AND ROAD WORK: MAJOR INLET-TOP REPAIR (REINFORCEMENT REPAIR)	Supplier Product Code:	First Offer - \$4,000.00	5 / each	\$20,000.00	Y

Bid Allowance

\$305,000.00

Lot Total **\$2,071,900.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PNC2124420B1--06-01	GROUP 6: CONCRETE: CONCRETE CURB & GUTTER, TYPE F	Supplier Product Code:	First Offer - \$39.90	500 / linear foot	\$19,950.00 Y
PNC2124420B1--06-02	GROUP 6: CONCRETE: CONCRETE CURB, TYPE D	Supplier Product Code:	First Offer - \$35.50	500 / linear foot	\$17,750.00 Y
PNC2124420B1--06-03	GROUP 6: CONCRETE: VALLEY GUTTER- CONCRETE	Supplier Product Code:	First Offer - \$39.90	300 / linear foot	\$11,970.00 Y
PNC2124420B1--06-04	GROUP 6: CONCRETE: CONCRETE SIDEWALK AND DRIVEWAYS, 6 IN THICK	Supplier Product Code:	First Offer - \$69.90	250 / square yard	\$17,475.00 Y
PNC2124420B1--06-05	GROUP 6: CONCRETE: CONCRETE SIDEWALK, 8 IN THICK	Supplier Product Code:	First Offer - \$78.00	200 / square yard	\$15,600.00 Y
PNC2124420B1--06-06	GROUP 6: CONCRETE: CONCRETE SIDEWALK, 10 IN THICK	Supplier Product Code:	First Offer - \$95.00	200 / square yard	\$19,000.00 Y
PNC2124420B1--06-07	GROUP 6: CONCRETE: DETECTABLE WARNING ON EXISTING WALKING SURFACE, CAST-IN- PLACE	Supplier Product Code:	First Offer - \$42.00	100 / square foot	\$4,200.00 Y
PNC2124420B1--06-08	GROUP 6: CONCRETE: ADA COMPLIANT CURB	Supplier Product Code:	First Offer - \$2,500.00	20 / each	\$50,000.00 Y

RAMP, SINGLE
DIRECTION

PNC2124420B1--06-09	GROUP 6: CONCRETE: ADA COMPLIANT CURB RAMP, TWO DIRECTION	Supplier Product Code:	First Offer - \$3,800.00	5 / each	\$19,000.00	Y
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PNC2124420B1--06-10	GROUP 6: CONCRETE: PATTERNED PAVEMENT, VEHICULAR AREAS	Supplier Product Code:	First Offer - \$190.00	100 / square yard	\$19,000.00	Y
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PNC2124420B1--06-11	GROUP 6: CONCRETE: PATTERNED PAVEMENT, VEHICULAR AREAS- GREEN BIKE LANE	Supplier Product Code:	First Offer - \$119.00	1000 / square yard	\$119,000.00	Y
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PNC2124420B1--06-12	GROUP 6: CONCRETE: PATTERNED PAVEMENT, NON- VEHICULAR AREAS	Supplier Product Code:	First Offer - \$195.00	200 / square yard	\$39,000.00	Y
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PNC2124420B1--06-13	GROUP 6: CONCRETE: PERFORMANCE TURF, SOD	Supplier Product Code:	First Offer - \$6.90	3000 / square yard	\$20,700.00	Y
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Bid Allowance \$305,000.00Lot Total **\$372,645.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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PNC2124420B1--07-01	GROUP 7: SIGNS: SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	Supplier Product Code:	First Offer - \$600.00	100 / assembly	\$60,000.00	Y
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PNC2124420B1--07-02	GROUP 7: SIGNS: SINGLE POST SIGN, F&I, GROUND MOUNT, 12-20 SF	Supplier Product Code:	First Offer - \$1,200.00	50 / assembly	\$60,000.00	Y
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PNC2124420B1--07-03	GROUP 7: SIGNS: SINGLE POST SIGN, F&I,	Supplier Product Code:	First Offer - \$1,795.00	20 / assembly	\$35,900.00	Y
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GROUND MOUNT, 21-30 SF						
PNC2124420B1--07-04	GROUP 7: SIGNS: SINGLE POST SIGN, F&I, GROUND MOUNT, 31+ SF	Supplier Product Code:	First Offer - \$2,270.00	10 / assembly	\$22,700.00	Y
PNC2124420B1--07-05	GROUP 7: SIGNS: SINGLE POST SIGN, F&I, GROUND MOUNT, IN- STREET FLEXIBLE POST SIGN	Supplier Product Code:	First Offer - \$690.00	10 / assembly	\$6,900.00	Y
PNC2124420B1--07-06	GROUP 7: SIGNS: SINGLE POST SIGN, INSTALL	Supplier Product Code:	First Offer - \$500.00	20 / assembly	\$10,000.00	Y
PNC2124420B1--07-07	GROUP 7: SIGNS: SINGLE POST SIGN, RELOCATE	Supplier Product Code:	First Offer - \$200.00	50 / assembly	\$10,000.00	Y
PNC2124420B1--07-08	GROUP 7: SIGNS: SINGLE POST SIGN, REMOVE	Supplier Product Code:	First Offer - \$10.00	200 / assembly	\$2,000.00	Y
PNC2124420B1--07-09	GROUP 7: SIGNS: MULTI-POST SIGN, F&I, GROUND MOUNT, UP TO 50 SF	Supplier Product Code:	First Offer - \$7,000.00	5 / assembly	\$35,000.00	Y
PNC2124420B1--07-10	GROUP 7: SIGNS: MULTI-POST SIGN, F&I, GROUND MOUNT, 51- 100 SF	Supplier Product Code:	First Offer - \$9,000.00	5 / assembly	\$45,000.00	Y
PNC2124420B1--07-11	GROUP 7: SIGNS: MULTI-POST SIGN, F&I, GROUND MOUNT, RELOCATE	Supplier Product Code:	First Offer - \$2,000.00	5 / assembly	\$10,000.00	Y
PNC2124420B1--07-12	GROUP 7: SIGNS: MULTI-POST SIGN, F&I, GROUND MOUNT, REMOVE	Supplier Product Code:	First Offer - \$590.00	5 / assembly	\$2,950.00	Y
PNC2124420B1--07-13	GROUP 7: SIGNS: SIGN PANELS, F&I, 15 OR LESS SF	Supplier Product Code:	First Offer - \$500.00	20 / assembly	\$10,000.00	Y
PNC2124420B1--07-14	GROUP 7: SIGNS: SIGN	Supplier	First Offer - \$2,600.00	10 / assembly	\$26,000.00	Y

PANELS, F&I, 16-100 SF **Product
Code:**

PNC2124420B1--07-15	GROUP 7: SIGNS: SIGN PANELS, RELOCATE, 15 OR LESS SF	Supplier Product Code:	First Offer - \$350.00	20 / each	\$7,000.00	Y
PNC2124420B1--07-16	GROUP 7: SIGNS: SIGN PANELS, RELOCATE, 16- 100 SF	Supplier Product Code:	First Offer - \$900.00	20 / each	\$18,000.00	Y
PNC2124420B1--07-17	GROUP 7: SIGNS: SIGN PANELS, REMOVE	Supplier Product Code:	First Offer - \$80.00	20 / each	\$1,600.00	Y

Bid Allowance \$305,000.00

Lot Total **\$363,050.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PNC2124420B1--08-01	GROUP 8: PAVEMENT MARKING: DELINEATOR, FLEXIBLE TUBULAR	Supplier Product Code:	First Offer - \$106.00	30 / each	\$3,180.00 Y
PNC2124420B1--08-02	GROUP 8: PAVEMENT MARKING: DELINEATOR, NON- FLEXIBLE	Supplier Product Code:	First Offer - \$100.00	20 / each	\$2,000.00 Y
PNC2124420B1--08-03	GROUP 8: PAVEMENT MARKING: DELINEATOR, FLEXIBLE HIGH VISIBILITY MEDIAN, 42ft, WHITE	Supplier Product Code:	First Offer - \$100.00	10 / each	\$1,000.00 Y
PNC2124420B1--08-04	GROUP 8: PAVEMENT MARKING: DELINEATOR, FLEXIBLE HIGH PERFORMANCE 48in, WHITE	Supplier Product Code:	First Offer - \$125.00	10 / each	\$1,250.00 Y
PNC2124420B1--08-05	GROUP 8: PAVEMENT MARKING: RETRO-REFLECTIVE PAVEMENT MARKERS	Supplier Product Code:	First Offer - \$6.50	5000 / each	\$32,500.00 Y
PNC2124420B1--08-06	GROUP 8: PAVEMENT MARKING:	Supplier Product	First Offer - \$0.80	40000 / linear foot	\$32,000.00 Y

PAINTED PAVEMENT **Code:**
MARKINGS,
STANDARD, WHITE OR
YELLOW, SOLID, 6 IN

PNC2124420B1--08-07	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 6 IN, 10-30 OR 3- 9 SKIP	Supplier Product Code:	First Offer - \$0.80	20000 / linear foot	\$16,000.00	Y
PNC2124420B1--08-08	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT MARKINGS- STANDARD, WHITE, MESSAGE OR SYMBOL	Supplier Product Code:	First Offer - \$100.00	50 / each	\$5,000.00	Y
PNC2124420B1--08-09	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT MARKINGS- STANDARD, WHITE, ARROWS	Supplier Product Code:	First Offer - \$80.00	200 / each	\$16,000.00	Y
PNC2124420B1--08-10	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT MARKINGS- STANDARD, WHITE, YIELD LINE	Supplier Product Code:	First Offer - \$0.35	1000 / linear foot	\$350.00	Y
PNC2124420B1--08-11	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT MARKINGS- STANDARD, WHITE OR YELLOW, ISLAND NOSE	Supplier Product Code:	First Offer - \$2.90	500 / square foot	\$1,450.00	Y
PNC2124420B1--08-12	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 8 IN	Supplier Product Code:	First Offer - \$0.35	3000 / linear foot	\$1,050.00	Y
PNC2124420B1--08-13	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT	Supplier Product Code:	First Offer - \$0.50	3000 / linear foot	\$1,500.00	Y

MARKINGS,
STANDARD, WHITE OR
YELLOW, SOLID, 12 IN

PNC2124420B1--08-14	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 18 IN	Supplier Product Code:	First Offer - \$0.75	3000 / linear foot	\$2,250.00	Y
PNC2124420B1--08-15	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 24 IN	Supplier Product Code:	First Offer - \$1.00	3000 / linear foot	\$3,000.00	Y
PNC2124420B1--08-16	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6 IN	Supplier Product Code:	First Offer - \$0.50	5000 / linear foot	\$2,500.00	Y
PNC2124420B1--08-17	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, DOTTED / GUIDELINE / 6-10	Supplier Product Code:	First Offer - \$0.50	3000 / linear foot	\$1,500.00	Y
PNC2124420B1--08-18	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT MARKINGS, STANDARD, BLACK, SOLID 6 IN	Supplier Product Code:	First Offer - \$0.50	1000 / linear foot	\$500.00	Y
PNC2124420B1--08-19	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT MARKINGS- STANDARD, BLACK, SKIP 6 IN	Supplier Product Code:	First Offer - \$0.50	1000 / linear foot	\$500.00	Y
PNC2124420B1--08-20	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, SOLID, 6 IN	Supplier Product Code:	First Offer - \$0.75	1000 / linear foot	\$750.00	Y

PNC2124420B1--08-21	GROUP 8: PAVEMENT MARKING: PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, MESSAGE	Supplier Product Code:	First Offer - \$350.00	30 / each	\$10,500.00	Y
PNC2124420B1--08-22	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, STANDARD, OR 10-30 SKIP, 2-4 DOTTED, SOLID 6 IN, WHITE OR YELLOW	Supplier Product Code:	First Offer - \$0.35	10000 / linear foot	\$3,500.00	Y
PNC2124420B1--08-23	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SKIP/DOTTED 10-30 OR 3-9, 6 IN	Supplier Product Code:	First Offer - \$0.35	3000 / linear foot	\$1,050.00	Y
PNC2124420B1--08-24	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID, 8 IN	Supplier Product Code:	First Offer - \$0.45	3000 / linear foot	\$1,350.00	Y
PNC2124420B1--08-25	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID, 12 IN	Supplier Product Code:	First Offer - \$0.75	5000 / linear foot	\$3,750.00	Y
PNC2124420B1--08-26	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID, 18 IN	Supplier Product Code:	First Offer - \$0.90	3000 / linear foot	\$2,700.00	Y
PNC2124420B1--08-27	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID, 24 IN	Supplier Product Code:	First Offer - \$4.75	3000 / linear foot	\$14,250.00	Y
PNC2124420B1--08-28	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, STANDARD, WHITE OR	Supplier Product Code:	First Offer - \$0.45	5000 / linear foot	\$2,250.00	Y

YELLOW, DOTTED
GUIDELINE/6-10 GAP
EXTENSION, 6

PNC2124420B1--08-29	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	Supplier Product Code:	First Offer - \$160.00	100 / each	\$16,000.00	Y
PNC2124420B1--08-30	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC- STANDARD, WHITE, ARROW	Supplier Product Code:	First Offer - \$95.00	200 / each	\$19,000.00	Y
PNC2124420B1--08-31	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	Supplier Product Code:	First Offer - \$0.45	1000 / linear foot	\$450.00	Y
PNC2124420B1--08-32	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, STANDARD, BLUE, SOLID, 6 IN	Supplier Product Code:	First Offer - \$0.55	1000 / linear foot	\$550.00	Y
PNC2124420B1--08-33	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	Supplier Product Code:	First Offer - \$350.00	20 / each	\$7,000.00	Y
PNC2124420B1--08-34	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, PREFORMED, WHITE, ARROW	Supplier Product Code:	First Offer - \$180.00	100 / each	\$18,000.00	Y
PNC2124420B1--08-35	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE OR YELLOW, SOLID, 6 IN	Supplier Product Code:	First Offer - \$1.06	40000 / linear foot	\$42,400.00	Y
PNC2124420B1--08-36	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, STANDARD-OTHER	Supplier Product Code:	First Offer - \$1.06	1000 / linear foot	\$1,060.00	Y

SURFACES, WHITE OR
YELLOW, SOLID, 8 IN

PNC2124420B1--08-37	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE OR YELLOW,10-30 SKIP OR 3-9 LANE D	Supplier Product Code:	First Offer - \$0.30	10000 / linear foot	\$3,000.00	Y
PNC2124420B1--08-38	GROUP 8: PAVEMENT MARKING: THERMOPLASTIC, REMOVE	Supplier Product Code:	First Offer - \$5.00	3000 / square foot	\$15,000.00	Y
PNC2124420B1--08-39	GROUP 8: PAVEMENT MARKING: MINIMUM CHARGE FOR STRIPING FOR EACH PROJECT	Supplier Product Code:	First Offer - \$2,500.00	3 / each	\$7,500.00	Y
Bid Allowance			\$305,000.00			
					Lot Total	\$293,590.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2124420B1--09-01	GROUP 9: MISCELLANEOUS: PORTABLE TOILET, SINGLE STALL	Supplier Product Code:	First Offer - \$90.00	200 / week	\$18,000.00	Y
PNC2124420B1--09-02	GROUP 9: MISCELLANEOUS: SURVEY WORK, SIGNED & SEALED DRAWINGS	Supplier Product Code:	First Offer - \$150.00	100 / hour	\$15,000.00	Y
PNC2124420B1--09-03	GROUP 9: MISCELLANEOUS: SURVEY FIELD WORK, 3- PERSON CREW	Supplier Product Code:	First Offer - \$150.00	100 / hour	\$15,000.00	Y
PNC2124420B1--09-04	GROUP 9: MISCELLANEOUS: SKILLED LABOR	Supplier Product Code:	First Offer - \$44.00	20 / hour	\$880.00	Y
PNC2124420B1--09-05	GROUP 9: MISCELLANEOUS: ADDITIONAL LABORER	Supplier Product Code:	First Offer - \$44.00	100 / hour	\$4,400.00	Y
PNC2124420B1--09-06	GROUP 9:	Supplier	First Offer - \$5.50	100 / square yard	\$550.00	Y

MISCELLANEOUS:
HANDGRADING

Product
Code:

Bid Allowance

\$305,000.00

Lot Total **\$53,830.00**

Supplier Total **\$3,729,595.00**

Bid Bond from

Surety	CNA Surety - Orlando Branch
Bid Bond Number	SFL07254874
Bond Type	Bid Bond
Bond Form	Bid Bond in Accordance with Contract Specifications
Bid Date	2022-08-03T04:00:00Z
Bid ID	PNC2124420B1
Security Percent	5%
Job Description	Pavement Resurfacing and Repair Services

Agency ID	983
Name	USI Insurance Services National
Address	2601 S Bayshore Drive , Coconut Grove, FL 33133, US
Phone	786-785-1126
Contact Name	Francys Tolon
Bond Status	Executed
Execution Date	2022-07-25T17:49:27Z

Contractor ID	
Name	Weekley Asphalt Paving, Inc.
Contractor Tax ID	590753039
Assigned Contractor ID	3162063114
Address	20701 Stirling Road, Pembroke Pines, FL 33332, US
Phone	954-680-8005

Name	Broward County Board of County Commissioners
Address	115 S. Andrews Ave Room 212, Fort Lauderdale, FL 33301, US

Surety ID	11422
Name	CNA Surety - Orlando Branch
NAIC Number	13188
State of Incorporation	
Contact	Bruce Bozelka

Address 2600 Lucien Way, Suite 130, Maitland, FL 32751, US
Phone (407)919-3942
Terror Rider

WEEKLEY ASPHALT PAVING, INC.

Item: **GROUP 1: MOBILIZATION:MOBILIZATION, NIGHT WORK AND MOBILIZE WITHIN 24 HOURS**

Attachments

Broward County Attachments.pdf

LETTER OF INTENT
BETWEEN BIDDER/OFFEROR AND
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC2124420B1

Project Title: Pavement Resurfacing and Repair Services

Bidder/Offoror Name: Weekley Asphalt Paving, Inc.

Address: 20701 Stirling Road **City:** Pembroke Pines **State:** FL **Zip:** 33332

Authorized Representative: Daniel D. Weekley, President **Phone:** 954-680-8005

CBE Firm/Supplier Name: MOOREWALTERS & Associates
Address: 4987 N. UNIVERSITY DR #16B **City:** LAUDERHILL **State:** FL **Zip:** 33351
Authorized Representative: IRA GLEN WALTERS **Phone:** 954-275-7210

- A. This is a letter of intent between the bidder/offoror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offoror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offoror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Supplying and hauling of materials	484230	\$ 559,439.25	15 %
			%
			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature: [Signature] **Title:** President **Date:** 08/03/22

Bidder/Offoror Authorized Representative

Signature: [Signature] **Title:** President **Date:** 08/03/2022

¹ Visit and select to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offoror include a dollar amount in its bid/offor.

In the event the bidder/offoror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Rev.: June 2018

Compliance Form No. 004



LETTER OF INTENT

BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC2124420B1

Project Title: Pavement Resurfacing and Repair Services

Bidder/Offeror Name: Weekley Asphalt Paving, Inc.

Address: 20701 Stirling Road **City:** Pembroke Pines **State:** FL **Zip:** 33332

Authorized Representative: Daniel D. Weekley, President **Phone:** 954-680-8005

CBE Firm/Supplier Name: Triple Nickel Paving, Inc.

Address: 1300 NW 18th Street **City:** Pompano Beach **State:** FL **Zip:** 33069

Authorized Representative: Dan Maglio **Phone:** 954-971-0984

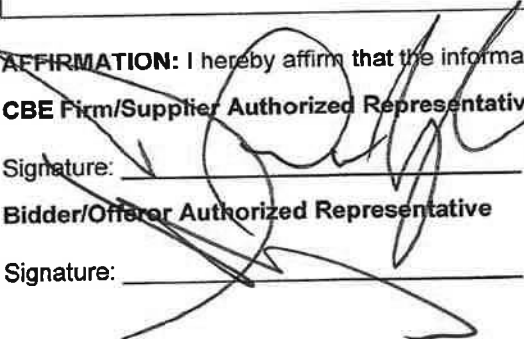
- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

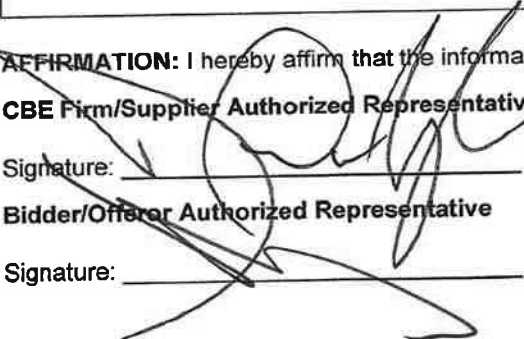
Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Supplying and hauling of materials	238990	\$745,919.00	20 %
			%
			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature:  **Title:** Vice President **Date:** 7-15-22

Bidder/Offeror Authorized Representative

Signature:  **Title:** President **Date:** 08/03/2022

¹ Visit [Census.gov](https://www.census.gov) and select **NAICS** to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Rev.: June 2018

Compliance Form No. 004

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA: WEEKLEY ASPHALT PAVING INC
Business Name:

Receipt #: 189-4834
Business Type: ALL OTHER TYPES CONTRACTOR (ASPHALT CONST)

Owner Name: WAYNE D WEEKLEY
Business Location: 20701 STIRLING RD
PEMBROKE PINES
Business Phone: 954-680-8005

Business Opened: 01/27/1994
State/County/Cert/Reg: CC-78-581
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
30

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

WAYNE D WEEKLEY
20701 STIRLING RD
PEMBROKE PINES, FL 33332

Receipt # 1CP-20-00011497
Paid 07/27/2021 81.00
07/26/2021 Effective Date

2021 - 2022

BROWARD COUNTY, FLORIDA CERTIFICATE OF COMPETENCY

CC# 3A MAJOR ROADS (ASPHALT AND CONCRETE
PAVING FOR INTERSTATE, PRIMARY,
SECONDARY, AND ARTERIAL ROADWAYS AND
AIRPORTS AND WORK INCIDENTAL THERETO)
78-581
WEEKLEY, WAYNE D. - QUALIFYING
WEEKLEY ASPHALT PAVING INC
20701 STIRLING RD
PEMBROKE PINES FL 33332
EXPIRES 08/31/2023

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1518050
CERTIFIED GENERAL CONTRACTOR
WORKMAN, BARRY TOD
WEEKLEY ASPHALT PAVING INC

ISSUED: 05/14/2020


Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1518050
CERTIFIED GENERAL CONTRACTOR
WORKMAN, BARRY TOD
WEEKLEY ASPHALT PAVING INC

ISSUED: 06/07/2022

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1518050

EXPIRATION DATE: AUGUST 31, 2024

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WORKMAN, BARRY TOD
WEEKLEY ASPHALT PAVING INC
304 INDIAN TRACE, STE 172
WESTON FL 33326



ISSUED: 06/07/2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
19078	BROWARD CO.	Broward County 115 South Andrews Ave, Ft. Lauderdale, FL 33301	Fong Mie, Project Manager Highway & Bridge Maintenance Division 1600 Blount Road Pompano Beach, FL 33069 Ph: 954-357-4567 Email: fmie@broward.org	\$ 4,124,277.50	PNC211821581 - BROWARD CO. PAVEMENT RESURFACING & REPAIR SERVICES	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway milling, resurfacing, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic per specifications countywide.	6/27/2019	
19112	BROWARD CO.	Broward County 115 South Andrews Ave, Ft. Lauderdale, FL 33301	Nirmal Datta, P.E., Design Section Manager Ph: 954-577-4599 Email: ndatta@broward.org	\$ 23,589,541.00	ROADWAY, DRAINAGE, TRAFFIC & MISCELLANEOUS CONSTRUCTION PNC211932381	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway reconstruction, widening, milling, resurfacing, pavement marking, drainage work, traffic control and signalization, school flushers, communications network, street lighting, water and sewer, landscaping, signing and pavement marking, guardrail, maintenance of traffic per specifications in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws.	11/22/2019	
20027	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Timothy Butler Ph: 954-958-7646 Email: Timothy.butler@dot.state.fl.us	\$ 1,000,000.00	E-4U18, BROWARD COUNTY PUSH BUTTON CONTRACT TRAFFIC OPERATIONS	The improvements consist of milling and resurfacing, concrete sidewalk and driveways, gravity wall, handrail, pavers, lighting, drainage improvements, intersection improvements, and signing and pavement markings at various locations throughout Broward County.	2/13/2020	
20065	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Erik Nemat, P.E. Construction Project Manager Ph: 954-958-7671 Cell: 954-299-6441 Email: Erik.Nemat@dot.state.fl.us	\$ 17,557,322.99	E4T68, BROWARD MPO REGIONAL COMPLETE STREETS INITIATIVE PROJECT	This Design Build Contract includes six individual mobility and includes 13.79-mile corridor to provide a safe corridor for all modes of transportation. Improvements vary for each project but include roadway, incorporate bicycle lanes, drainage, decorative lighting, decorative sidewalks, signing and pavement markings, signals, landscaping, utility adjustments and structures.	4/5/2021	
21029	BOCA RATON AIRPORT AUTHORITY	Boca Raton Airport Authority 903 NW 35th Street Boca Raton, FL 33431	Scott Kohut, Deputy Director Phone: (561) 391-2202, Ext. 212 Cell: (561) 239-3078 Email: scott@bocaairport.com	\$ 3,816,954.80	BID NO. 2020-BRAA-003 AIRPORT ROAD IMPROVEMENTS	The project includes the widening of the existing Airport Road including new roadway base and pavement, new RCP storm drainage, new tenant driveway entrance features, landscaping and irrigation. The project also includes the demolition of the existing overhead Florida Power & Light (FPL) power and poles and ATT communication duct banks. Other work includes new airport tenant electrical services, installation of new fire hydrants, pavement markings, signage, seal coating, airport monument signs, and FPL roadway lighting.	2/15/2021	
21081	CITY OF WESTON	City of Weston 17200 Royal Palm Blvd Weston, FL 33326	Reddy Chitrapu, P.E. Director of Public Works Email: rchitrapu@westonfl.org PH: 954-385-2600	\$ 1,386,574.88	INTERSECTION IMPROVEMENTS AT ROYAL PALM BLVD AND WESTON ROAD, BID NO. 2021-05	The improvements at the signalized intersection of Royal Palm Blvd and Weston Road includes the addition of a third westbound left turn lane, minor road widening, milling and resurfacing of the road, reconstruction of the existing west leg landscaped median, signalization and landscape improvements.		
21082	FDOT	FDOT, District 4, Broward Operations 5548 NW 9 Ave Fort Lauderdale, FL 33309	Christopher Comprosky, E.L. S.E. Trainee D4 Office: (954) 940 - 7512 Cell: (954) 547 - 2807 Email: Christopher.Comprosky@dot.state.fl.us	\$ 4,581,957.09	T4586, SR 7 (US 441) FROM RIVERLAND RD TO S OF SR 736	The improvements under this contract consist of removals (bridge and concrete), monitor existing structures, milling an resurfacing, concrete (approach slab, curb and gutter, traffic railing, traffic separator, sidewalk and driveways), signing (single post, panel, internally-illuminated, display), pavers, pavement markings (painted, raised, thermoplastic, permanent tape, removable tape, bike lane), pedestrian fencing, ITS (conduit, fiber optic, removable tape, bike lane), signalization (concrete pole, aluminum pole, mast arm, vehicular and pedestrian detector, controllers), traffic monitoring sites, lighting (conduit, electrical service, distribution system, light pole, luminaires, bracket arms), drainage (pipe culvert, trench drain, french drain), utilities (manholes, adjustments), sod, and irrigation system modifications along SR 7 (US 441).	4/18/2022	

PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
22027	FDOT	FDOT, District 4, Broward Operations 3400 West Commercial Blvd Fort Lauderdale, FL 33309	Diego Tello, E.I. Senior Engineer Trainee Email: diego.tello@dot.state.fl.us Phone: 954-958-7629	\$ 1,821,552.22	EAV26; SR-838 / SUNRISE BLVD	The improvements under this Contract consist of concrete (removal, curb, gutter, sidewalk, driveways, traffic separator, prestressed pole), signalization (temporary signals and maintenance, temporary detection and maintenance, cable repair/replace, aluminum pole, steel arm, vehicular signal, vehicular detection, pedestrian detector, controller), signing (single post, multi-post, panel removal, panel install, overhead remove, overhead install, electronic display, beacon), pavement markings (detectable, tubular marker, object marker, delineator, raised, painted, thermoplastic), drainage (inlets, manholes, pipe culvert), monitor existing structures (inspection and settlement, vibration), utilities adjustments (manhole, valve box), clearing and grubbing (standard, selective), irrigation (modify, sleeves), traffic monitoring sites, ITS-related (conduit, fiber optic, pull/splice), and lighting (electrical service, electrical disconnect, pole complete, load center, luminaire, distribution system) along State Road 838 (Sunrise Boulevard) from NE 5th Terrace/N. Flagler Drive, and along State Road 5 (US-1/Federal Highway) from NE 9th Street, to east of NE 10th Avenue, for 0.618 miles in the City of Fort Lauderdale.		
22029	FDOT	FDOT, District 4, Broward Operations 3400 West Commercial Blvd Fort Lauderdale, FL 33309	Timothy Butler Ph: 954-958-7646 Email: Timothy.butler@dot.state.fl.us	\$ 1,000,000.00	EAV57; BROWARD COUNTY PUSH BUTTON TRAFFIC OPS - ROADWAY	The improvements are implemented by Task Orders under this contract consisting of, but not limited to, asphalt (milling and resurfacing, miscellaneous), concrete (removals, gravity wall, curb, gutter, traffic separator, sidewalk, driveways), earthwork, handrail (pipe), guardrail (removal), signing (single post, multi-post, panel, work zone), pavement markings (tubular marker, raised marker, object marker, detectable, paver, painted, thermoplastic), conduit, pull/splice box, strain pole (removal), lighting (conductors, pole complete), drainage (inlets), electrical (service wire, load center), utilities adjustments (valve box), and sod throughout Broward County.	3/11/2022	
22031	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Colin Johnson, Project Administrator Cell: (305) 401-1615 Email: Colin.Johnson@dot.state.fl.us	\$ 2,919,079.07	T651B; SR-817 (NW 27th Ave) FROM S OF NW 203th ST TO S OF NW 215th ST / COUNTY LINE AND AT NW 207th STREET	The improvements under this contract consist of resurfacing along SR-817 (NW 27th Avenue). Improvements along SR-817 (NW 27th Ave) at NW 195th Block.	6/22/2022	
22038	CITY OF POMPANO BEACH	City of Pompano Beach 100 W Atlantic Blvd Pompano Beach, FL 33060	Arthur Lindsey, Streets Supervisor Email: Arthur.Lindsey@copbfl.com Cell: 954-803-6420 PH: 954-786-4748	\$ 1,440,547.00	BID NO. T-14-21; ASPHALTIC CONCRETE PAVEMENT SURFACING	The project consists of milling of existing asphalt, placement of tack coat and plant mix asphaltic concrete, compacted to the lines and grades established by Public Works on the City's streets, alleys, right-of-way and within City owned property as needed.	4/5/2022	
22039	FDOT	Florida Department of Transportation West Palm Beach Operations 7900 Forest Hill Blvd. West Palm Beach, FL 33413	Ido Shimony, Sr. Project Engineer Email: ishimony@eismannrusso.com Cell: 654-579-4892	\$ 1,000,000.00	EAV63; PALM BEACH COUNTY PUSH BUTTON CONTRACT TRAFFIC OPERATIONS	The improvements consist of asphalt (milling and resurfacing, miscellaneous), concrete (removals, gravity wall, curb, gutter, traffic separator, sidewalk, driveways), earthwork, handrail (pipe), guardrail (removal), signing (single post, multi-post, panel, work zone), pavement markings (tubular marker, raised marker, object marker, detectable, paver, painted, thermoplastic), conduit, pull/splice box, strain pole (removal), lighting (conductors, pole complete), drainage (inlets), electrical (service wire, load center), utilities adjustments (valve box), and sod throughout Palm Beach County.	4/5/2022	
22041	FDOT	FDOT District VI 1773 NE 205th Street North Miami Beach, FL 33179	Carlos A. Rodriguez Pagan Construction Project Administrator II Email: CarlosA.Rodriguez-Pagan@dot.state.fl.us Phone: 305-640-7135 Cell: 786-385-6748	\$ 4,221,888.31	T6494; SR 922 (NE 125TH STREET) AND SR 909 FROM NE 5TH AVE TO NE 7TH AVE AND AT NE 119TH ST AND NE 124TH ST	The improvements under this contract consist of intersection improvement and resurfacing along SR 922 and SR 909.		

PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
22049	FDOT	FDOT, District 4, Broward Operations 3400 West Commercial Blvd Fort Lauderdale, FL 33309	Victor Zarzuela, P.E. Construction Project Engineer / Administrator Email: vzarzuela@ffgroup.com Cell: 786-718-9981	\$ 6,377,643.85	E4V59; SR-A1A	The improvements under this contract consist of milling and resurfacing, road raising with overbuild, minor widening, concrete curb & gutter, sidewalk, signing (single post F&I, single post remove, single post relocate, Rectangular Rapid Flashing Beacon F&I) pavement markings (painted, thermoplastic), driveway restoration (pavers), tree pruning / removal, sod, utility adjustments along SR A1A from south town limit of Hillsboro Beach to SE 3 rd Street for a length of 3.492 miles.	6/13/2022	
22056	CITY OF COCONUT CREEK	City of Coconut Creek 4800 West Copans Road Coconut Creek, FL 33063	Dany Kabrit, Senior Project Manager Email: DKabrit@coconutcreek.net Phone: 954-793-6786 ext 1545	\$ 3,667,567.00	IFB No. 04-05-22-11, COMPREHENSIVE STREET IMPROVEMENTS PHASE II	The improvements consist of milling and repave approximately 7.3 centerline miles (not lane miles) of city streets, new sidewalk construction, sidewalk and roadway repairs, installing ADA accessible sidewalk, ramps, swale reconstruction, as well as the introduction of landscaping and beautification features with the right-of-way.		
22060	FDOT	FDOT, District 4, Broward Operations 3400 West Commercial Blvd Fort Lauderdale, FL 33309		\$ 4,142,494.45	T4610; SR 842 (BROWARD BLVD) FROM SR 817 (UNIVERSITY DR) TO E OF SW 54TH AVE	The improvements under this contract consist of MOT (standard, temporary) signalization and maintenance, temporary traffic detection and maintenance, earthwork (clearing and grubbing), litter removal and mowing, monitor existing structures (inspection, settlement, vibration), concrete (removal, curb, gutter, sidewalk, driveways), asphalt (stabilization, base, milling, super pave, friction course), signing (single-post, multi-post, panel furnish/install, panel remove, tubular marker, internally-illuminated), pavement markings (raised, painted, thermoplastic), pull/splice box, conduit, lighting (retrofit, conductors, pole complete, load center, luminaire, cable distribution system), ITSFM documentation (subsurface, locations), signalization (cable furnish/install, cable remove, aluminum pole, steel mast arm, vehicular signal, pedestrian signal, vehicular detection, pedestrian detection, controller), fiber optic locator, traffic monitoring (site install), drainage (inlets, pipe lining), tree (protection, root and branch pruning), irrigation system (repairs), utility adjustments (valve, manhole), and sod along SR 842 (Broward Blvd).		
22061	FDOT	FDOT, District 4, Broward Operations 3400 West Commercial Blvd Fort Lauderdale, FL 33309		\$ 2,057,690.62	T4609; SR 7 (US 441) FROM SR 870 (W COMMERCIAL BLVD) TO BAILEY RD (NW 62nd ST)	The improvements under this contract consist of, but are not limited to, maintenance of traffic, sediment control, litter removal and mowing, monitor existing structures (inspection, settlement, vibration), concrete (removal, sidewalk, driveways, traffic separator, curb, gutter, prestressed pole), asphalt (milling, resurfacing), traffic monitoring site (furnish, install, inductive loop), steel (handrail, guiderail), signing (single-post, multi-post), pavement markings (painted, raised marker, thermoplastic, green bike lane), lighting (conductors, pole complete, pole cable distribution system, luminaire install, luminaire removal), signalization (temporary signals, temporary detection, cable new, cable remove, aluminum pole furnish, aluminum pole install, aluminum pole cable remove, pedestrian signal, pedestrian detector, controller), ITS (conduit, pull box, splice box), electrical (power service, prestressed pole, service disconnect, load center), utilities (valve adjustments, meter adjustments, manhole adjustments), and sod along SR 7 (US 441).		

Attachment #2

CLASS			
100	Equip #	Description	Serial #
	021	2010 FORD EXPEDITION	1FMJU1F56AEB08057
	22	2015 FORD EXPEDITION KING	1FMJU1JT1FWF03082
	24	2014 DODGE RAM 3500	3C6URVHD2EE130640
	026	07 FORD EDGE	2FMDK36C67BB38418
	030	01 CHRYSLER TOWN & CTRY	2C8GP54L61R400405
	031	2012 DODGE DURANGO	1C4SDHCT2CC204738
101	035	2011 FORD F-250	1FT7W2AT0BEC28572
	036	2011 FORD F-250	1FT7W2AT8BEC66373
	037	06 FORD F-250	1FTSX20P36ED62560
	038	2011 FORD F-250	1FT7X2AT5BEC33702
	040	06 FORD F-250 SUPER DUTY	1FTSX20P66EB67178
	041	2014 DODGE RAM 2500	3C6MR4ALXEG269317
	042	2014 DODGE RAM 3500	3C7WRSCLXEG242950
	043	2015 DODGE RAM 3500	3C7WRSAL4FG570367
	44	2015 DODGE RAM 1500	1c6rr6fm2fs521896
	045	06 FORD F-250 SUPER DUTY	1FTSX20PX6EB88955
	052	99 FORD F-250 SUPER DUTY	1FTNX20F8XED77643
	056	06 FORD F-250 SUPER DUTY	1FTSX20P76ED83489
	061	15 DODGE RAM 5500 P/U	3C7WRMFL7FG511575
	063	02 DODGE RAM 2500 P/U	3B7KC23662M263038
	065	1999 DODGE RAM 2500 LARAM	1B7KC2367XJ511477
	073	04 F150 SUPERCAB	1FTPX12594NC08525
	077	2013 FORD F-150	1FTFW1CT0DFC39720
	078	2013 FORD F-150	1FTFW1CT3DFC47441
	79	2015 DODGE RAM 1500	1C6RR6FM3FS535287
	80	2015 DODGE RAM 1500	1C6RR6FM1FS535286
	87	2016 DODGE RAM 1500 QUAD	1C6RR6FM0GS243503
	88	2016 DODGE RAM 1500 CREW	1C6RR6KM0GS298135
	091	08 DODGE LARAMIE	1D7HA182X8S583999
	094	08 DODGE RAM 1500	1D7HA18258S524987

Broward County Board of
County Commissioners
Weekly Asphalt Paving, Inc.
Equipment List

PNC2124420B1

101	Equip #	Description	Serial #
	095	2014 DODGE RAM 1500	3C6JR6DM5EG269972
	099	2012 DODGE RAM 1500	1C6RD7FP9CS342359
	103	06 FORD F-350 SUPER DUTY	1FDWW36P26EB93595
	105	04 USED FORD F-350 SUPER	XLFTSW30P74EC19262
	109	05 FORD F250 SUPER DUTY	1FTSX20P95EB86239
	130	2016 ISUZU TRUCK	JALB4W172G7F00109
	112	06 FORD F350 SUPER DUTY	1FDWW36P86EC25806
	177	2015 DODGE RAM 2500	1C6UR4CL6FG509655
	178	2015 DODGE RAM 1500	1C6RR6FMXFS535285
	179	14 DODGE RAM 3500	3C7WRSBL2EG138227
	181	14 DODGE RAM 3500 FLATBED	3C7WRSCLXEG120816
	182	2014 DODGE RAM	3C7WRSAL9EG182811
	183	2014 DODGE RAM 2500	3C6UR4CL3EG146472
	184	2013 DODGE RAM 2500 CREW	3C6UR4HL2DG578705
	185	2013 RAM 2500 TRUCK	3C6UR4HL5DG520202
	186	2011 DODGE 4500 CREW	3D6WU6CLXBG580440
	188	2011 DODGE RAM 3500	3D73M3CLXBG512555
	189	2011 DODGE RAM 3500	3D73M3CL1BG512556
	190	07 DODGE MEGA 3500 TRUCK	3D7ML39C47G701062
	191	07 DODGE 3500 MEGA CAB TK	3D7ML39L07G701060
	192	07 DODGE 3500 MEGA CAB TK	3D7ML39L57G701054
	195	05 F450 FLAT BED	1FDXF46P45EC89110
	197	2015 DODGE 1500 LONGHORN	1C6RR7PT7FS529505
	198	2011 FORD F-550	1FDUF5GT2BEA65432
	199	1999 FORD F-550	1FDAF56F0XEC43330
	SE107	1999 FORD F350 CREW CAB	1FTSW30F8XEE69556
	PV-001	2014 DODGE RAM 4500	3C7WRLEL7EG209021
	PV-002	2011 DODGE 2500 P/U TRUCK	3D7UT2HL3BG584367
	PV-003	2013 FORD F-350	1FT8W3BT6DEB12207
104			
	T24	06 MACK DUMP TRUCK CV713	1M2AG11C06M040414

Broward County Board of
Weekley Asphalt Paving, Inc.
Equipment List

PNC2124420B1

104	Equip #	Description	Serial #
	T25	06 MACK DUMP TRUCK CV713	1M2AG11C26M040284
	T26	05 MACK DUMP TRUCK CV713	1M2AG11C55M020870
	T27	05 MACK DUMP TRUCK CV713	1M2AG11C25M022351
	T28	04 MACK DUMP TRUCK CV713	1M2AG11CX4MO12181
	T29	05 MACK DUMP TRUCK CV713	1M2AG11C15MO17318
	T30	05 MACK DUMP TRUCK CV713	1M2AG11C75MO35659
	T31	04 MACK DUMP TRUCK CV713	1M2AG11C84M013068
	T32	07 MACK DUMP TRUCK CV713	1M2AG11C17M055683
	T33	06 MACK DUMP TRUCK CV713	1M2AG11C76M030768
	T34	06 MACK DUMP TRUCK CV713	1M2AG11C96M033476
	T35	06 MACK DUMP TRUCK CV713	1M2AG11C56M042188
	T36	02 USED MACK DMP TK CV713	1M2AG10C02M001544
	T38	03 MACK DUMP TRUCK CV713	1M2AG11C93M006421
	T39	04 MACK DUMP TRUCK CV713	1M2AG11C74M010470
	T40	00 MACK DUMP TRUCK RD690S	1M2P264C0YM029398
	T41	02 MACK DUMP TRUCK CV713	1M2AG11C42M001237
	T42	02 MACK DUMP TRUCK CV713	1M2AG11C62M001238
	T43	01 MACK DUMP TRUCK RD688S	1M2P270CX1M056061
	T47	99 MACK RD 690S	1M2P264C2XM027327
	T48	99 MACK RD 690S	1M2P264C4XM027328
	T49	99 MACK RD 690S	1M2P264C6XM027329
	T50	02 USED MACK DUMP TRUCK	1M2P267C12M064695
	T51	02 USED MACK DUMP TRUCK	1M2P267C42M064660
	T52	02 USED MACK DUMP TRUCK	1M2P267C22M064656
	T53	02 MACK DUMP TRUCK RD688S	1M2P267C02M064655
	T87	99 MACK TRACTOR CH613	1M1AA12Y6XW113596
	T88	00 MACK TRACTOR CH613	1M1AA12Y9YW119877
	T89	98 MACK TRCTOR CH613	1M1AA12Y4WW090138
	T90	00 MACK TRACTOR CH613	1M1AA12Y6YW121974
	T91	00 MACK TRUCK CH613	1M1AA13Y4YW119834
	T92	1999 MACK TRACTOR CH613	1M1AA13YOXW105413

Broward County Board of
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104	Equip #	Description	Serial #
	T93	1999 MACK TRACTOR CH613	1M1AA14Y2XW109090
	T94	07 MACK TRACTOR CHN613	IM1AJ07Y97N011329
	T95	03 MACK TRACTOR CX613	1M1AE06Y73W013803
	T96	05 PETERBILT 335 TRACTOR	2XPLAZ7X75M884528
106			
	D23	2013 FORD/2000 ETNYRE DIST	3FRXF7FJ2DV790990
	D24	2003 STERLING M7500 TRUCK	2FZACGAK93AL66443
	D25	09 FORD/09 ETNYRE DIST	3FRXF75D09V134273
	D26	01 ETNYRE ASPHALT DIST	2FZAASAK11AJ18483
	D27	06 ETNYRE CENTENNIAL DIST	2FZAASDC06AW73579
107			
	193	2008 INT'L MECH TK	1HTMMAAL48H636411
	194	06 FORD F650	3FRNF65036V339872
	S21	08 FORD F-750	EFRXF75D48V062041
	S23	14 FORD F-750	3FRNW7FC8DV019670
	S24	06 FORD F-650	3FRWW65CX6V356795
	S25	2000 FORD F650	3FDWW6542YMA06426
	S26	2000 FORD F650	3FDWW6544YMA06444
	S27	01 STERLING M7500	2FZAAJAK21AG92250
110	TL95	06 EAST DUMP TRL	1E1D1P3886RD39589
111			
	LBT08	08 TRAILBOSS LOWBOY	4SODK483581002847
	LBT09	07 TRAILBOSS LOWBOY	4SODK533571002679
	LBT10	TRAL KING TRAILER	1TKJ049353M122853
	SEC05	1971 FONTAINE TRAILER	13840
	TL94	1974 FLATBED TRAILER	46797
112			
	TL-76	ASPHALT STORAGE TANKER	
	TL77	06 ETNYRE ALUM TANKER	1E9T532316E007204
	TL78	1986 ETNYRE LOWER TANKER	1E9T44200GE007095
	TL-79	ASPHALT TANKER	

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Weekly Asphalt Paving, Inc.
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113	Equip #	Description	Serial #
	SE111	1966 FRU TANK TRLR	228010
	GTL01	69 STRIGHT EDGE TRAILER	9L9250
	GTL02	02 ALL PRO TRAILER	1A920029123B15732
	GTL03	02 ALL PRO TRAILER	1A920029123B17944
	GTL04	1978 GENERAL TRAILER	8AP78218
	GTL06	05 CALT TRAILER (HORSE)	4GAHC122651001533
	GTL07	06 MALLARD RV	1EF1C302766011711
	GTL08	06 ADVANCED TRAILER	1A9BU15246D736040
	GTL10	08 STRAIGHTEDGE TRL	10022008
	GTL11	06 HOMEMADE TRL	NOVIN0200504683
	GTL12	1977 HOMEMADE TRAILER	NOVIN0200097340
	GTL13	04 HOMEMADE TRAILER 16'	NOVIN0200425862
	GTL14	15 HOMEMADE TRAILER 15'	NOVIN0201096740
	GTL15	05 FLATBED EQUIP TRAILER	5MTPF16235A000023
	GTL16	05 MILLENUM TRAILER	5MTGD28244A000782
	GTL17	05 CARRY-ON TRAILER	4YMUL10155G025494
	GTL18	06 MILLENNIUM TRL	5MTGD630275A000343
	GTL19	1983 HOMEMADE TRAILER	NOVIN0200097301
	GTL21	05 GOOSENECK TRAILER	16GS628235B079440
	GTL22	05 WINCO 12' BOBCAT TRLR	154BC12256T009147
	GTL23	07 KAUFMAN TRAILER	15XFD18267L002492
	GTL24	07 KAUFMAN TRAILER	15XFD182X7L002494
	GTL25	07 KAUFMAN TRAILER	15XFD18287L002493
	GTL26	1990 HOOPER 16' TRAILER	HICO 0000000001087
	GTL27	2015 GOOSENECK TRAILER	16GS63621FB069337
	GTL28	08 TANDEM AXLE TRAILER	1S907X1618M982723
	GTL30	07 MILLENNIUM TRAILER	5MTPT18247A000027
	GTL31	08 BIG TEX TRAILER	16VEX182182395050
	GTL32	09 ENCLOSED CONTRTR TRL	4YMCL16259G000953
	GTL33	09 KAUFMAN TRAILER	5VGFA202X9L002064
	GTL35	2012 KAUFMAN D TILT DEL	5VGFD2221CL002501

113	Equip #	Description	Serial #
	GTL36	2012 KAUFMAN D TILT DEL	5VGFD2223CL002502
	GTL37	2010 HMDE TRAILER	NOVIN0200861842
	GTL38	GOOSENECK DUMP TRAILER	154FD20206T011282
	GTL39	TILT DEC EQUIP TRAILER	5FTUH1211Y1014457
	GTL94	1995 CUSTOM FLATBED TRLR	1YB321530S1B1T261
	SEC74	1974 GENERAL FLATBED TRLR	6D74182(GTL03)
200	203	00 STERLING G&K 2500 WATER TRK	2FWWHECB6YAF39660
	204	00 STERLING 2500 WATER TRK	2FXHRFAC4YAF15397
300			
	300	06 CAT CB434D VIB ROLLER	CATCB434KCCNH00544
	301	05 DYNAPACD CC142 ROLLER	60213112
	303	05 CAT DBL DRUM ROLLER CB224E	CATCB224P22400732
	304	09 CAT CB34 TANDEM VIB ROLLER	CATOCB34J34500272
	305	05 CAT DBL DRUM ROLLER CB224E	CATCB224P22400733
	306	06 CAT CB334E ASPHALT RLR	CATCB334HC3A00229
	307	06 CAT CB334E ASPHALT RLR	CATCB334AC3A00230
	308	06 CAT CB334E TANDEM RLLR	CATCB334TC3A00283
	309	08 CAT CB24 TANDEM VIB RLLR	CAT0CB24H24000118
	310	INGERSOLL RAND SD100 RLR	174315
	311	ING RAND DBL DRUM ROLLER DD70	172705
	312	2007 CAT CB434D TANDEM RO	CATCB434KCNH00690
	313	2007 CAT CB434D TANDEM RL	CATCB434CCNH00658
	314	2011 VOLVO SD100D ROLLER	226122
	315	2007 CAT CB224E TANDEM VIB RLLR	CATCB224K22402837
	316	2005 CAT CB224E TANDEM VIB RLLR	CATCB224A22400639
	317	2000 CAT CB224E TANDEM VIB RLLR	CATCB224K22401002
	319	86 DYNAPAC MDL CC 21 RLR	476084
	325	05 DYNAPAC CP142 ROLLER	2163BR2100
	326	07 DYNAPAC ROLLER CP142	2163BR2219
	327	1996 DYNAPAC WHEEL ROLLER CP132	726B036

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300	Equip #	Description	Serial #
	328	2014 DYNAPAC ROLLER CP142	10000500JOB003182
	349	1987 INGRAM 3 WHL ROLLER T12	578494-EB14
	350	1987 INGRAM 3 WHL ROLLER T12	578502-EB14
	351	03 INGRAM 3 WHEEL ROLLER AS314	901054
	364	BOMAG BW120 ROLLER	101170511714
	369	2011 DYNAPAC ROLLER CC524	JOA006219
400			
	448	07 KUBOTA TRACTOR MX5000DT	56955
	448B	BUSH HOG 6"	12-07967
	449	06 KUBOTA TRACTOR B2630HSDF	51165
	449A	06 48'" SQUEALER MOWER	1219970
	451	04 KUBOTA TRACTOR M4900	53550
	451A	BUSH HOG MOWER 286	12-19380
	452	09 KUBOTA 4WD TRACTOR M954DDTC	59318
	452A	BUSH HOG 3210	12-23642
	457	96 BROCE RC-300 BROOM	87681
	458	98 WALDON SWEEPMASTER 250	25580
	459	99 BROCE RC350-52 BROOM	89055
	460	04 LEEBOY R848 BROOM	481041153
	461	07 LEEBOY BROOM RB48	42289
	462	08 LEEBOY BROOM RB48	51906
	463	02 BROCE RJ350 BROOM	402315
	464	12 BROCE CTR350 BROOM	407501
	465	2011 BLAW KNOX CB-90 BROOM	72882
	501	05 BOBCAT SKID STEER LDR S220	526212716
	502	05 BOBCAT SKID STEER LDR A205	528411458
	503	05 S220 BOBCAT SKID STEER	526214465
	503A	08 HI FLOW PLANER	231711716
	504	99 CAT 225B EXCAVATOR	2ZD01605
	505	USED BOBCAT LOADER S160	526716925
	505A	USED MOUNTED BREAKER	000961

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500	Equip #	Description	Serial #
	506	06 BOBCAT SKID STEER LDR T300	532012235
	506A	PALLET FORKS FOR 506	
	506B	24"" AUGER FOR 506	
	507	07 BOBCAT LOADER T300	532016305
	507A	BOBCAT ROOT GRAPPLE	B00212
	507B	BOBCAT BRUSHCAT CUTTER	B00212
	507C	BOBCAT AUGER	506010
	508	99 JOHN DEER BACKHOE 410E	T0410EX838147
	509	07 BOBCAT LOADER W/BUCKET T300	532015797
	511	00 LINKBELT EXCAV 2800QEX	E6189281
	515	2003 BOBCAT EXCAVATOR 442A	522311589
	516	99 KOMATSU WA-250-3 LDR	53335
	516A	WA200 LOADER RAKE 105""	0506-190195-1
	517	02 KOMATSU BACKHOE LOADER WB140-2	F11633
	517A	TRAMAC 140 HAMMER	139991
	518	08 CAT TERRAIN LOADER 277C	CAT0277CCJWF00649
	519	2009 CAT 299C LOADER	CAT0299CPJSP00553
	520	2014 GRADALL EXCAVATOR XL3300 III	3300000751/8065-6007
	522	03 KOMATSU WA 250-5 LOADR	A73038
	523	03 KOMATSU WB140-2N COMBO	A20189
	524	03 KOMATSU EXCAVATOR PL 3 PC-300LC-7	A85015
	525A	BOBCAT TILLER 68'	054700894
	526	2014 VOLVO EXCAVATOR ECR235DL	0381
	527	2013 KOMATSU WHEEL LOADER WA380-7	A64350
	528	04 KOMATSU WA-380-5 LOADR	A52348
	529	05 KOMATSU BACKHOE LOADER WB140-2	KMTWB001L36A21244
	530	13 VOLVO WHEEL EXCAVATOR EQ180D	220212
	535	11 CATERPILLAR BACKHOE LOADR 420E	CAT0420ETDAN01303
	537	03 KOMASTSU BACKHOE LOADR WB140-2	A20087
	538	04 CATERPILLAR BACKHOE LOADR 420D	CAT0420DVFD20732
	539	09 KOMATSU BACKHOE LDR WB146	KMTWB016K36A24213

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500	Equip #	Description	Serial #
	540	KOMATSU WHEEL LOADERS WA250-5L	KMTWA055J57A74354
	540A	FORKS ATTACHED TO 540	
	541	KOMATSU WHEEL LDR WA250-5	KMTWA055C57A74355
	542	KOMATSU WA250-5L LOADER	KMTWA055L57A73906
	544	2005 KOMATSU WA250 WHLR L	KMTWA055K57A73476
	545	05 CAT 938G WHEEL LOADER	CAT0938GCRTB01672
	546	05 CAT 938G WHEEL LOADER	CAT0938GPCRD01426
	548	2013 BOBCAT SKID STEER LD S630	A3NT17075
	548A	BOBCAT SWEEPER	A9T600369
	548B	2015 BOBCAT 18" PLANER HIGH FLOW	M7018
	549	2013 BOBCAT S630 SKID STE	A3NT16510
	549A	BOBCAT SWEEPER	714429721
	550	2011 BOBCAT SKID LOADER S650	A3NV11560
	550B	2013 CAT SWEEPER BROOM	EQ0028605
	551	2011 BOBCAT SKID LOADER S650	A3NV13049
	551A	72' SWEEPER	6707837
	551B	2010 BC HIFLOW MELROE PLA	231713323
	552	2011 KUBOTA LDR SVL90C	10267
	552A	MOWER DECK	
	553	JCB SKID STEER LOADER 320T	GEO320TVAB1747102
	554	2012 BOBCAT S650 SKID STEER LDR	A3NV15850
	555	2016 KUBOTA TRACK SKID STEER LD	30810
	559A	88 CLEARING RAKE - 950	
	563	88 CAT WHEEL LOADER 966C	76J5660
	571	07 JOHN DEERE 310J BACKHOE LOADER	T0310JX158444
	572	07 JOHN DEERE 310J BACKHOE LOADER	T0310JX138847
	594	1978 950 CAT LOADER	43J10338
	SEC19	79 SKID STEER LOADER RAKE	
	SE103	98 JOHN DEERE 244H LDR	T6244HX000078
600			
	672	USED KOMATSU D-61P DOZER	B1926

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600	Equip #	Description	Serial #
	673	01 KOMATSU D41P-6 DOZER	B21604
	675	04 KOMATSU D-41P DOZER	B21359
	676	2013 CAT TRACTOR P5K2LGP	KYY00157
	SE108	99 KOMATSU D31P-20 DOZER	48766
700			
	770	04 HUBER MAINTAINER M850C	M850C02UEM1041
	776	HENRY DICK ROAD WIDENER HDBT-4	
	780	02 CATERPILLAR GRADER 12H	4XM02508
	781	CATERPILLAR 12G GRADER	61M12336
	783	96 REX SOIL STABILIZER HDS	HK427
	784	2011 TEREX RECLAIMER/STAB RS350	560216
800			
	830	94 MIDLAND ROAD WIDENER WA	234
	831	07 CAT AP800D ASP PAVER	A5P00206
	835	CAT ASPHALT PAVER AP800D	CATAP800EA5P00212
	836	09 CAT ASPHALT PAVER AP1000D	EAD00332
	839	05 CAT PAVER AP1000B	CATAP100JAGP00200
	840	14 CAT PAVER AP1000E	T1F00260
	841	14 CAT PAVER AP600D	TFZ00332
900			
	936	90 CORE DRILL/HMD TRL	
	947	90 ASPHALT HEATER	
	951	89 1 1/2 YD CONCRETE BKT	
	954	90 CLAMSHELL BUCKET 1 C.Y	
	957	08 ROLLING STRAIGHTGE	
	971	89 LISTER GENERATOR	39524TS2E25004
	971A	24" DW BASE TANK	123940
	981	04 CASE 588G FORKLIFT	JG0291482
	982	07 TOYOTA FORKLIFT 8FGCU25 4500LB	14004
	1000	93 360000 BTU PRTBL PATCH	12049
	1001	99 VOLVO FORKS	C397-F420

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900	Equip #	Description	Serial #
	1002	08 DIXIE CHOPPER	8078660
	1003	KUBOTA ZERO TURN MOWER W/60" DECK	12233
	1005	AIR COMPRESSOR MODEL 210	19544A
	1007	03 POLARIS 4X4	4XARD50A32D151645
	1010	07 BAD BOY BUGGY	BBE514B3875004069
	1011	2010 POLARIS	4XAWH76A1A2160252
	1013	TILLER	LPQRTA3576
	1021	MAGNUM LIGHT TOWER	S/N 030658
	1022	WACKER LIGHT PLANT	S/N 5257650
	1025	TRL MOUNTED PRESSURE CLNR	
	MH01	04WESTFIELD MOBILE HOME	GAFL307A51509WW31
	WAP76	ASPHALT CURBER	521
	WAP85	PRO MAC WALK BEHIND SAW	11016511
	WAP86	05 TARGET WALK BEHIND SAW	000000429260
	BR001	STORAGE TRAILER - 20'	OCS-230
	BR027	LINK BELT PILE HAMMER 520	520835



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (305) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: Francys Tolon	FAX (A/C, No): 7862649232
	PHONE (A/C, No, Ext): 786.785.1126	
	E-MAIL ADDRESS: francys.tolon@usi.com	
INSURED Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines FL 33332	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Old Republic Insurance Company	NAIC #: 24147
	INSURER B: Certain Underwriters at Lloyds of London	
	INSURER C: AGCS Marine Insurance Company	22837
	INSURER D: Axis Surplus Insurance Company	26620
	INSURER E: Sirius International Insurance Corporation	AA-1440076
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15582313 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	MWZY 312426 22	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	MWTB 312425 22	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS			SCX1011422	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	MWC 312427 22	3/1/2022	3/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased & Rented Equipment			MXI93071287	3/1/2022	3/1/2023	L&R Equipment \$200,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid No. PNC2124420B1 - Pavement Resurfacing and Repair Services

Broward County is named as an additional insured with respects to the general liability, automobile liability, excess liability and pollution liability policies as required by written contract and waiver of subrogation is provided for all policies including workers compensation. Coverages are written on a primary non-contributory basis.

CERTIFICATE HOLDER

CANCELLATION

Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B. M. Carl

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ACORD 25 (2016/03)

Client Code: WEEKLASP

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
D	Excess Liability			P00100078246701	3/1/2022	3/1/2023	3,000,000 Each Occurrence 3,000,000 Aggregate
E	Pollution Legal Liability			CPL0001728-1	06/08/2022	06/02/2024	\$2,000,000 Each Incident \$2,000,000 Aggregate Limit

Certificate Of Insurance-Con't

Supplier: **WEEKLEY ASPHALT PAVING, INC.**

GENERAL CONDITIONS

Quotation Requests and Invitations to Bid

These General Conditions apply to all Quotation Requests and Invitations to Bid (each a “solicitation”) issued by Broward County (the “County”) unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitation by indicating such change in the Special Instructions to Vendors. The submission by any vendor (“Vendor”) of a response to the solicitation (“response”) constitutes Vendor’s offer to the County to contract with the County and includes as a material part of that offer Vendor’s agreement that these General Conditions, along with all other provisions included in the solicitation and the pricing stated in Vendor’s response, will constitute the contract between the Vendor awarded the solicitation (“Contractor”) and the County, and shall prevail over any conflicting provision in any quotation, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modification to these General Conditions or the language of the solicitation by Vendor is prohibited, unenforceable, and may render Vendor’s response nonresponsive.

The Broward County Procurement Code (“Procurement Code”), Chapter 21 of the Broward County Administrative Code, is applicable to this solicitation, and can be obtained from the Purchasing Division’s website at: www.broward.org/purchasing. Submission of a response constitutes Vendor’s agreement to be bound by the Procurement Code as applied to this solicitation.

A. GENERAL PROVISIONS

1. Effect of Vendor’s Signature on Vendor’s Response.

By Vendor including its digital or electronic signature on the response:

- (a) Vendor represents and certifies that the representations in Section A.2 of these General Conditions are true and accurate;
- (b) Vendor acknowledges, accepts, and agrees that the solicitation is governed by the Terms and Conditions of the Solicitation stated herein; and
- (c) **VENDOR ACKNOWLEDGES, ACCEPTS, AND AGREES THAT, IF AWARDED THE SOLICITATION BY THE COUNTY’S ACCEPTANCE OF VENDOR’S OFFER AS SET FORTH IN ITS RESPONSE, VENDOR IS LEGALLY BOUND TO THESE GENERAL CONDITIONS, SPECIAL INSTRUCTIONS, AND THE SPECIFICATIONS OF THIS SOLICITATION, INCLUDING WITHOUT LIMITATION THE TERMS AND CONDITIONS OF CONTRACT STATED HEREIN.**

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

- (a) The individual submitting the response is authorized to sign on Vendor’s behalf and has actual legal authority to bind Vendor to the solicitation’s terms. Vendor acknowledges and agrees that electronic signatures or digital signatures shall have the same legal effect as a handwritten signature.
- (b) Vendor’s response is made without prior understanding, agreement, or connection with any other vendor submitting a response to the solicitation regarding either vendor’s response, and is in all respects fair and without collusion or fraud.
- (c) Vendor is neither delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, nor in default of any contractual or regulatory obligation to the County.
- (d) No owner, principal, officer, director, or member of Vendor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with the

County within the last three (3) years, unless otherwise noted in Vendor's response.

(e) All statements in Vendor's response are accurate, true, and correct. Vendor acknowledges that any inaccurate, untruthful, or incorrect statement made in its response may be used by the County as a basis for rejection; rescission of contract award; or termination of the contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant to the Procurement Code.

(f) Vendor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to provide and perform all goods and services required under the solicitation and that each person and entity that will provide goods or services under the contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such goods or services.

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

Responses must be submitted electronically through the County's designated electronic bidding system ("EBS"). It is Vendor's responsibility to ensure its response is submitted and received through the EBS by the date and time specified in the solicitation. The County will not consider responses received by other means or after the time that solicitations are due. All timeframe references are to Eastern Time. The official time for electronic submittals is the EBS's servers, as synchronized with the atomic clock. Any response that seeks to modify or take exception to the official time shall be deemed nonresponsive.

The County is a public agency subject to Chapter 119, Florida Statutes. Any material submitted in Vendor's response is a public record available for public inspection and copying pursuant to Section 119.071, Florida Statutes. If Vendor contends any material constitutes or contains trade secrets or is otherwise exempt from disclosure under Florida public records laws (collectively, "Trade Secret Materials"), Vendor must separately submit and conspicuously label the Trade Secret Materials as "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." Unless submitted in accordance with this paragraph, Vendor waives any claim of confidentiality or trade secret with respect to any and all information included in the Vendor's response. If a third party submits a public records request for Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Vendor, and Vendor must indemnify and defend County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of the Trade Secret Materials in response to a public records request by a third party.

2. Withdrawal.

Unless otherwise expressly permitted under the Procurement Code, Vendors may not withdraw their responses after the deadline for responses to the solicitation until 120 days after the deadline for filing responses to the solicitation. Any response that seeks to modify or take exception to this provision shall be deemed nonresponsive. Violation of this section may subject Vendor to suspension or debarment, and shall entitle the County to execute on Vendor's posted bid security.

3. Bid Opening (Invitations to Bid only).

All responses to Invitations to Bid shall be publicly opened in the public domain or as otherwise designated in the solicitation. The Purchasing Division will decrypt responses received in the EBS immediately following the deadline for bid responses.

4. Cancellation of Solicitation.

The Director of Purchasing may cancel a solicitation at any time before the deadline for responses.

5. Addenda.

The County reserves the right to amend this solicitation prior to the deadline for Vendor responses by issuing written addenda to the solicitation. If, upon review, a Vendor finds a nonclerical error in an addendum, that Vendor must contact the Purchasing Division immediately, prior to opening date, to allow the County to review the alleged error and to issue any clarification, if the County determines that a clarification is necessary. Vendors are responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda are incorporated into the Terms and Conditions of the Solicitation.

6. Prices.

All responses must include firm prices, which must include all handling, set up, shipping, and inside delivery charges to the destination specified in the solicitation, unless otherwise indicated in the solicitation.

(a) **Certification of Prices:** Vendor certifies that the prices it is proposing in its response are not higher than the prices at which Vendor sells the same goods and/or services in approximately similar quantities, under similar terms and conditions, to any other purchaser.

(b) **F.O.B. Destination:** Unless otherwise specified in the solicitation, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Taxes:** The County is exempt from federal and Florida taxes on direct purchases of tangible property. The County's tax exemption number will appear on the County's purchase order. Vendor must pay all applicable sales, consumer, land use, or other similar taxes required by law.

(d) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered by the County in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation.

(e) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure to examine all pertinent documents shall not entitle vendors to relief from any provision or any requirement of this solicitation. Mathematical errors, other than in unit prices, may be deemed clerical errors and are subject to correction by the County at the County's sole discretion. If there is a mistake in the extended price (i.e., unit price multiplied by quantity), the unit price shall govern.

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest responsive and responsible Vendor. When two or more Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include in its response prices for all items within the group.

A Vendor desiring to offer "No Charge" on an item in a group of goods/services must so indicate by placing a \$0.00 in the offer field for that item, and enter "No Charge" in the "Notes for Buyer" section in the EBS. If a Vendor does not comply with these requirements, its response with respect to that group of goods/services will be deemed incomplete and may be rejected. However, if Vendor(s) do not offer all items within a group, the County may issue an award on one or more items 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 Broward County Board of County

Commissioners ("Board"), as applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

8. Qualifications of Vendors.

The County will only award a contract to a Vendor that is normally engaged in providing the types of commodities, services, or construction specified in the solicitation. Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect Vendor's facilities, equipment, personnel, and organization, or to take any other action necessary to determine Vendor's ability to perform in accordance with the solicitation's specifications, terms, and conditions, and Vendor's submittal of its response to the solicitation shall be deemed to constitute Vendor's consent to such inspection. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any Vendor nonresponsible where evidence or evaluation is determined to indicate insufficient or uncertainty regarding capacity or ability to perform. The County may also consider a Vendor's history of any and all types of citations, orders, judgments, and/or violations, including those relating to suspensions, debarments, or environmental regulations, in determining responsibility. Vendors must submit with their 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 rejection of Vendor's response and constitutes grounds for termination of Vendor's contract if awarded the solicitation. Vendor shall notify the County immediately of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time prior to award of the contract.

9. Affiliated Entities.

Each Vendor must disclose in its response the names and addresses of its principals and identify all affiliates of Vendor at any time in the five (5) years preceding the date the solicitation was posted. For purposes of this section: (a) "principal" is an individual who is an officer or member of Vendor, or an owner of at least 10% of the equity interest of Vendor; (b) "affiliate" is any entity that directly or indirectly controls, is controlled by, or is under common control with, Vendor or principal(s) of Vendor; and (c) "control" means (i) ownership, directly or indirectly, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or (ii) status as a general partner in the case of a partnership, or (iii) any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of the entity, or (iv) in the case of a corporation or a partnership, if the abovementioned applicable level of ownership or control is prohibited in any country where the entity is organized or maintains its headquarters or principal place of business, then the maximum ownership or control level for the entity permitted in that country.

10. Resolution of Protested Solicitations and Proposed Awards.

In accordance with Sections 21.65 through 21.67 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following shall apply:

(a) Any protest concerning the solicitation's specifications or requirements (or any addendum thereto) must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (5th) business day after the solicitation or addendum is posted on the EBS.

(b) Any protest concerning a proposed award or ranking must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (5th) business day after the proposed award or ranking is posted on the Purchasing Division's website.

(c) The protest must be made in writing and must specify the grounds for protest in accordance with Section 21.66 of the Procurement Code.

(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., except County holidays. Failure to timely file a protest within the timeframes specified constitutes a waiver of the right to protest. Pursuant to Section 21.71 of the Procurement Code, the filing of a protest is a remedy that must be exhausted before filing an appeal or civil action.

(e) As a condition of initiating any protest, the protestor must present the Director of Purchasing with a filing fee. The filing fee is calculated based on 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 will accept money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
Mandatory Bid Amount up to \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

11. Public Entity Crimes; Public Business Discrimination; Foreign Country of Concern.

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Vendor represents and certifies that it is not ineligible to contract with the County on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and if awarded the contract will remain for the duration of the contract, in full compliance with Section 286.101, Florida Statutes. Violation of this section shall result in cancellation of Vendor's contract, and may result in suspension and/or debarment.

12. Prohibited Telecommunications Equipment.

Vendor represents and certifies that it and its applicable subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that, if awarded this solicitation, Vendor and its applicable subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of any contract resulting from this solicitation.

13. Criminal History Screening Practices.

By submission of its response to this solicitation, Vendor represents and certifies that it has implemented, or will implement upon award of the contract, policies, practices, and procedures that preclude inquiry into an employment applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

14. Construction Apprenticeship Program (Construction Contracts only).

If the solicitation is for a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Vendor represents and certifies that it shall comply for the duration of the contract, if awarded, with Sections 26-8 through 26-11 of the Broward County Code of Ordinances regarding the Construction Apprenticeship Program.

15. State of Florida Division of Corporations Requirements.

Vendor must comply with all state and local business licensing requirements. All corporations, partnerships, and other business entities must have the authority to transact business in the State of Florida and must be in good standing with the Florida Secretary of State before responding to this solicitation. A Vendor that does not comply with the provisions of this section may be deemed nonresponsive to the solicitation.

16. Cone of Silence Ordinance (Invitations to Bid).

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff or with certain County personnel. However, Vendors may communicate with a representative of the Office of Economic and Small Business Development (“OESBD”) (telephone (954) 357-6400) at any time regarding a solicitation or regarding participation of Small Business Enterprises, County Business Enterprises, Disadvantaged Business Enterprises, or Airport Concessions Disadvantaged Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other specific County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances). Any violation of the Cone of Silence Ordinance by Vendor or any representative of 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 the Office of Professional Standards determines that a violation has occurred, a fine shall be imposed against Vendor as provided in the Broward County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Cone of Silence Ordinance voidable, at the sole discretion of the Board.

17. Contingency Fees.

Vendor certifies it has not paid and will not pay any contingency fees (sometimes known as a finder’s fee) to any person or organization, other than a bona fide employee working solely for 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 suspension and/or debarment of Vendor. This provision does not apply to fees paid to an insurance broker in connection with a solicitation to provide insurance coverage to the County.

18. Local Business Tax Receipt Requirements.

Unless exempt under applicable law, any Vendor 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 (“Business Tax Receipt”) prior to recommendation for award. Unless exempt, Vendors that do not have a current Business Tax Receipt may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

19. Dun & Bradstreet Report Requirement.

The County may review any Vendor’s Dun & Bradstreet rating and payment performance to assist in determining a Vendor’s responsibility regarding this solicitation.

20. Samples.

Samples or drawings, when required, shall be provided to the County 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 Vendor, they shall be considered as abandoned, and the County shall have the right to dispose of them as its own property.

21. “Or Equal” Clause.

Whenever a material, article, or piece of equipment is identified in the solicitation by reference to a manufacturer or brand name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words “no substitution is permitted,” any material, article, or piece of equipment of any other manufacturer or brand that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that

the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

22. Legal Requirements.

Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations, including the Procurement Code, shall govern development, submittal, and evaluation of responses, and shall govern any and all claims and disputes that may arise between Vendor(s) and the County or its officers, employees, and/or authorized representatives. Lack of knowledge by any Vendor of any applicable law, rule, or regulation shall not constitute a recognizable defense against the legal effect thereof.

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by mutual consent of County and Contractor for up to two (2) additional one (1) year renewal terms. The total contract period, inclusive of the above-referenced renewal terms, shall not exceed five (5) years, unless renewed or extended pursuant to action by the Board. The continuation of the contract beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

If the Director of Purchasing determines to renew the contract as set forth above, the County will provide Contractor with notice of the County's intent to renew in advance of the contract expiration date. If Contractor consents to the renewal or otherwise confirms the request to renew (which may be done electronically), the contract shall be renewed for the stated period. All prices, terms, and conditions of the contract shall remain firm for any renewal period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not renew the contract, or if no further renewal of the contract period is available, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for an extension period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such performance during the extension period at the rate in effect when the Director of Purchasing directed Contractor to continue performance for an extended period beyond the contract expiration date.

2. Orders and Quantities. The contract may be for: (a) a definite quantity; (b) an open-end/indefinite quantity; or (c) all of the County's requirements. The Special Instructions specify the applicable contract type and the associated terms and conditions, which shall govern the contract.

3. Invoice and Payment.

Contractor may submit invoices for payment no more often than on a monthly basis, but only after the goods or services for which the invoices are submitted have been delivered or completed. If subcontractor or supplier fees or costs are included in a Contractor invoice to the County, Contractor must submit a Certification of Payments to Subcontractors and Suppliers with each such invoice in the form provided by the County. Contractor must pay subcontractors and suppliers within fifteen (15) days following receipt of payment from the County for such subcontracted work or supplies. The certification shall be accompanied by a copy of the notification sent to each unpaid subcontractor listed on the form, if any, explaining the good cause why payment has not been made to that subcontractor.

The County shall pay for all goods and services received and accepted by the County in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section 1-51.6, of the Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay Contractor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number. The County will only accept and pay for goods delivered or services performed by Contractor within the contract period, including any extensions or continued performance as directed by the Director of Purchasing.

4. Termination.

(a) **Availability of Funds.** In the event funds for the contract are not made available or otherwise allocated by the Board, the County may terminate the contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Board shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance.** The County may terminate the contract for cause if Contractor is in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator 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 breaches of the provisions of the contract notwithstanding whether any breach was previously waived or cured.

(c) **For Convenience.** The County may terminate the contract for convenience upon no less than thirty (30) days written notice. If the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed prior to the termination date specified in the notice from the County. However, upon being notified of the County's election to terminate, unless directed otherwise in writing by the County, Contractor 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 or damages for Contractor's reliance on continued performance of the contract beyond the effective date of the termination for convenience. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from the County for the County's right to terminate the contract for convenience, the receipt and adequacy of which are hereby acknowledged.

5. 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 must be the current standard production model available at the time of Contractor's response. The goods must be suitably packaged for shipment by common carrier. Each container, or multiple units or items otherwise packaged, must bear a label or otherwise legible marking stating the name of Contractor (or the manufacturer or supplier), the purchase order number, and any other information required by the solicitation's specifications.

6. Safety Standards.

Unless otherwise specified in the solicitation, all goods and services, including manufactured items and fabricated assemblies, shall comply with applicable requirements of the Occupational Safety and Health Act (“OSHA”) and all 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. Pursuant to OSHA 29 CFR § 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance provided or delivered pursuant to this solicitation to the County must be compliant with the Global Harmonized System (“GHS”) for Hazard Communication accompanied by a Safety Data Sheet (“SDS”) consisting of 16 sections, which SDS must be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, Florida 33301-1803.

7. Rejection of Nonconforming Items.

The County may withhold acceptance of or reject any items that the County determines do not meet the specification requirements of the solicitation. Upon written notice from County, Contractor must remove the rejected items at its own expense within five (5) calendar days after the County’s notice of rejection and then replace them at its own expense with items that meet the specification requirements of the solicitation. Any items not removed by Contractor within thirty (30) days after the County’s notice of rejection shall be considered abandoned, and the County may dispose of them in any manner it sees fit. The County shall not be required to give written notice of rejection with respect to foodstuffs, medication, or other perishable goods. With respect to foodstuffs, medication, and other perishable goods, the County may provide verbal notification of rejection, in response to which Contractor must immediately remove and replace the rejected goods at its sole expense. Contractor’s failure to provide conforming items, failure to meet the timeframes for removal and replacement specified in this section may result in Contractor being found in breach of contract.

8. Inspection, Acceptance, and Title.

Inspection and acceptance will be at the delivery destination specified in the solicitation, unless otherwise stated in the purchase order. Title and risk of loss or damage to all items shall be the responsibility of Contractor until such items are accepted by the County.

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

In the event any applicable law or regulation requires substitution of the goods or services required by the solicitation (or alteration of the material quality, workmanship, or performance of such goods or services) prior to delivery of same, Contractor must immediately notify the County in writing of the specific law or regulation requiring such substitution or alteration. The County reserves the right to accept any such substitution or alteration, including any price adjustments occasioned thereby, or to terminate the contract without liability and at no further expense to the County. For the duration of the contract, neither Contractor nor its subcontractors shall use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Additionally, Contractor represents and certifies that if Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during the term of the contract, or if Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall promptly report the information in 48 CFR § 52.204-25(d)(2) to the County.

10. Insurance.

Contractor shall, at its sole expense, maintain the minimum insurance coverages required in the solicitation in accordance with the terms and conditions of this section. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with the contract. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured on all required policies. Contractor shall ensure that all required insurance coverages remain in full force and effect for the duration of the contract and until all performance required by Contractor has been completed. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by the County's Risk Management Division. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County and agrees to obtain same in an endorsement of Contractor's insurance policies.

11. Indemnification.

(a) **Contracts other than construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the contract, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with the contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the 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 solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

(b) **Construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify and hold harmless the County and its current, past, and future 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 conduct of Contractor or other persons employed or utilized by Contractor in the performance of the contract. The provisions of this section shall survive the expiration or earlier termination of the contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the County.

12. Notice.

Notice to the County or Contractor must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below (for the County) or stated in the solicitation (for Contractor), and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For the County:

Broward County

Director, Broward County Purchasing Division

115 S. Andrews Avenue, Room 212

Fort Lauderdale, Florida 33301-1801

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

13. 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THE CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

14. Patents and Royalties.

Contractor, without exception, shall indemnify, hold harmless, and defend the County, and all of the County's current, past, and future officers, agents, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection with the contract or the goods or services provided pursuant to the contract. This provision shall survive the expiration or earlier termination of the contract.

15. Assignment; Subcontractors.

Except for subcontracting approved by the County in advance, neither the contract nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of the County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the contract, and permit the County to immediately terminate the contract, in addition to any other remedies available to the County at law or in equity. The County may condition any consent required under this section upon review of any documentation reasonably requested by the County and/or payment by Contractor of a fee in an amount specified by the County to cover costs incurred by the County in evaluating the transaction for which consent is requested.

16. Equal Employment Opportunity.

Contractor shall not discriminate against any employee or applicant for employment based on race, religion, age, color, sex, gender, national origin, sexual orientation (including as provided in Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental disability. Contractor shall also take affirmative action to ensure that employees are treated during their employment, without regard to their race, religion, age, color, sex, gender, national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, as well as selection of training, including apprenticeship. Contractor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment.

Contractor must include the foregoing requirements of this Section C.16 in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 CFR Parts 23 and 26, as applicable. Contractor must ensure subcontractors and subconsultants, if any, are aware and comply with the requirements of this section. Failure to comply with above requirements is a material breach of the contract and may result in contract termination or such other remedy as the County deems appropriate, all of such remedies being cumulative.

17. Criminal History Screening. *[Generally applicable to contracts over \$100,000]*

Unless exempted under Section 26-125, Broward County Code of Ordinances, Contractor certifies and represents that it shall comply with Section 26-125(d) of the Broward County Code of Ordinances prohibiting inquiry into the criminal history of an employment applicant until the applicant is selected as a finalist and interviewed for the position. Violation of this section shall constitute a material breach of contract, entitling Broward County to pursue any remedy permitted under the contract or applicable law.

18. Purchase by Other Governmental Agencies.

Contractor understands and agrees that any other governmental unit may enter into a contract with Contractor on the same terms and conditions as Contractor's contract with the County. However, any such governmental unit must establish its own contract with Contractor, place its own orders, issue its own purchase orders, be separately invoiced by Contractor, make its own payments, and issue its own exemption certificates as required by Contractor. Contractor understands and agrees that the County is not and will not be a legally bound party to any contractual agreement made between any other governmental unit and Contractor as a result of this solicitation, and that no other governmental unit is an implied or intended third-party beneficiary of the contract between the County and Contractor.

19. Public Records.

Pursuant to Chapter 119, Florida Statutes, Contractor and all subcontractors and subconsultants retained by Contractor for performance of the contract, shall comply with Florida's Public Records Law, including as follows:

- (a) Keep and maintain public records required by the County to perform the services;
- (b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract and following completion or termination of the contract if the records are not transferred to the County; and
- (d) Upon completion or termination of the contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

A request for public records regarding the contract must be made directly to the County, who will be responsible for responding to any such public records requests. Contractor must provide any requested records to the County to enable the County to respond to the public records request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006, PURCHASINGINFORMATION@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

20. Audit Right and Retention Records.

The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to the contract. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the contract and performance under the contract. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its subcontractor shall make same available in written form at no cost to the County. Contractor shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the contract for at least three (3) years after expiration or termination of the contract or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by the County). Contractor hereby grants the County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by the County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment made by the County based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to the County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by the County, Contractor shall reimburse County for the reasonable actual cost of the County's audit. In addition, at the County's option, Contractor shall remit the amount of overcharges to County or County shall deduct such overcharges from future payments made by County to Contractor. Any remittances due by Contractor as a result of such audit or inspection shall be made within thirty (30) days after presentation of the County's findings to Contractor.

21. Ownership of Documents.

All finished or unfinished documents, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by Contractor in connection with the contract shall become the property of the County upon the expiration or termination of the contract, whether the project for which they are made is completed or not. Contractor must deliver all such materials to the Contract Administrator prior to contract expiration or within fifteen (15) days after Contractor's receipt of a written notice of termination. The County may withhold any payments due to Contractor until Contractor complies with the provisions of this section.

22. Special Notice.

In accordance with 29 CFR § 1926.1101(k)(2), Contractor is hereby notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

23. Contractor Responsibilities; Time is of the Essence; Waiver; Remedies.

Unless otherwise stated in the solicitation, Contractor will be responsible for the provision, installation, and performance of all equipment, materials, goods, and services offered in its response, even if such materials or equipment is not of their own manufacture or such services are not being performed by Contractor's own employees. Time is of the essence in performing the duties, obligations, and responsibilities required by Contractor under the contract. The County's election not to enforce any particular breach(es) does not

waive the County's right to enforce any other breach(es) and shall not be construed as a modification of the contract. All remedies provided in these General Conditions are cumulative.

24. Warranties and Guarantees.

Contractor shall obtain all applicable manufacturers' warranties and guarantees of the equipment and materials required by this solicitation and resulting orders under this solicitation for the benefit of, and in the name of, Broward County. Contractor shall deliver documentation of such warranties and guarantees to the point of delivery specified in the solicitation.

25. Independent Contractor.

The relationship between the County and Contractor is an independent contractor relationship, and nothing in the contract shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing goods or services as specified in the solicitation, neither Contractor nor its agents shall act as officers, employees, or agents of the County. Contractor shall not have the right to bind the County to any obligation not expressly undertaken by the County under the contract.

26. Regulatory Capacity.

Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under the contract is as a Party to the contract and not in its regulatory capacity. If the County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall be made pursuant to its pursuant to the County's regulatory authority as a governmental body separate and apart from the contract, and shall not be attributable in any manner to the County as a party to the contract.

27. Sovereign Immunity.

Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of the contract. The County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees to the extent required under Section 768.28, Florida Statutes.

28. Third-Party Beneficiaries.

Neither Contractor nor the County intends to directly or substantially benefit a third party by entering into the contract. Therefore, the Parties acknowledge that there are no third-party beneficiaries to the contract and that no third party shall be entitled to assert a right or claim against either of them based upon the contract.

29. Compliance with Laws; Code Requirements.

Contractor and the goods and services provided by Contractor pursuant to the contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Contractor and its subcontractors must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rules, regulations, and codes applicable to performance of the contract. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

30. E-Verify.

Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into the contract will not violate that statute. If Contractor violates this section,

County may immediately terminate the contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

31. Ownership Disclosure Form.

By January 1 of each year, Contractor must submit, and cause each of its subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by the County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

32. Restrictions on Use of Certain Plastics and Products on County property.

Contractor shall not sell or provide for use on County property expanded polystyrene food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, single-use plastic beverage straws, or single-use plastic stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

33. Amendments; Severability.

All changes to purchase orders shall be by issuance of a change order or amended purchase order by the County. Any modification or change to the contract must be by written amendment signed by Contractor and the County. If any part of the contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from the contract and the balance of the contract shall remain in full force and effect.

Rev. 6/22/2022

Supplier: **WEEKLEY ASPHALT PAVING, INC.**

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

The completed Vendor Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's written 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: **Weekley Asphalt Paving, Inc.**
2. Doing Business As/Fictitious Name (if applicable): **N/A**
3. Federal Employer I.D. no. (FEIN): **59-0753039**
4. Dun and Bradstreet No.: **00-413-9887**
5. Website address (if applicable): **<https://weekleyasphalt.com/wa/>**
6. Principal place of business address: **20701 Stirling Road**

Pembroke Pines, FL 33332

7. Office location responsible for this project: **20701 Stirling Road**

Pembroke Pines, FL 33332

8. Telephone no.: **954-680-8005** Fax no.: **954-680-8671**
9. Type of business (check appropriate box):

☒ Corporation (specify the state of incorporation):

Florida

- ☐ 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:

Daniel D. Weekley

Title: **President**

E-mail: **danweekley@weekleyasp.com**

Telephone No.: **954-444-1054**

Name: **Justin Morgan**

Title: **Superintendent**

E-mail: **justin@weekleyasp.com**

Telephone No.: **954-931-5594**

Generic e-mail for purchase orders: **danweekley@weekleyasp.com**

(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) **Daniel D. Weekley, President**
- b) **Troy L. Weekley, Vice President**
- c) **Wayne D. Weekley, Secretary/Treasurer**

d) **N/A**

12. Affiliated Entities of the Principal(s): List the names and addresses of “affiliated entities” of the Vendor’s 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) **N/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 the reinstatement date, if granted.

☐ Yes ☒ No

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

Asphalt Paving, Debris Removal (Emergency), Drainage, Electrical Work, Fencing, Flexible Paving, Grading, Grassing, Seeding and Sodding, Guardrail, Hot Plant-Mixed Bitum. Courses, Intermediate Bridges, Landscaping, Minor Bridges, Pavement Marking, Portland Cement Concrete Roadway Paving, R&R Intermediate Bridges (R&R is Repair and Rehabilitate), R&R Minor Bridges, Roadway Signing, Sidewalk, Traffic Signal, Curb and Gutter, Rip Rap, Sanitary Sewer, Water Line

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

67 years

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 purchase?

☒ 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 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 impact(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 the 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), the 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 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.

27. Participation in Solicitation Development:

☒ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Broward County Board of County Commissioners.

☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Broward County Board of County Commissioners.

If this box is checked, provide the following:

Name of Person the information was provided:

Title:

Date information provided:

For what purpose was the information provided?

Question 28 – 31 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

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

See Attachment #1

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

30. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response.

☐ Yes ☒ No

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

Attachment #2

32. 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 firsthand knowledge of the referenced project/contract. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance. If

any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work: **The project consisted of widening the existing multi-lane road configuration throughout the corridor to accommodate a combination of sharrow and designated bike lanes, intermittent landscape medians, right turn lanes, and the construction of a traffic round-a-bout 200' west of SW 71st Terrace together with the expansion to a four lane divided section with landscaped medians from Davie Road to College Avenue. Existing drainage facilities will be modified, and new drainage facilities will be added. New sidewalks, curbing, curb ramps, roadway lighting, landscaping with irrigation, new signalization, as well as road construction.**

Contract/Project Title: **Nova Drive Roadway Improvements**

Agency: **Town of Davie**

Contact Name/Title: **Jonathan Vogt, Town Engineer**

Contact Telephone: **954-797-1137 or 954-309-0634**

Email: **jonathan_vogt@davie-fl.gov**

Contract/Project Dates (Month and Year): **12/2017 - 12/2020**

Contract Amount: **\$6,278,108**

Reference 2:

Scope of Work: **The improvements under this contract consist of milling, asphalt paving, pavement markings and signage for the Westview Neighborhood within the City of Pembroke Pines, FL.**

Contract/Project Title: **Roadway Drainage, Traffic Services for Westview Neighborhood**

Agency: **City of Pembroke Pines**

Contact Name/Title: **Karl Kennedy, City Engineer**

Contact Telephone: **954-518-9040 or 954-829-4507**

Email: **kkennedy@ppines.com**

Contract/Project Dates (Month and Year): **7/2020 - 11/2020**

Contract Amount: **\$1,536,204**

Reference 3:

Scope of Work: **Improvements consist of Pedestrian Safety Improvements at SR 934 (Normandy Drive).**

Contract/Project Title: **T6463; SR 934 (Normandy Drive) at Rue Granville and at Rue Vendome**

Agency: **Florida Department of Transportation**

Contact Name/Title: **Dru Badri, Construction Manager**

Contact Telephone: **305-401-1560**

Email: **Dru.Badri@dot.state.fl.us**

Contract/Project Dates (Month and Year): **1/2020 - 8/2020**

Contract Amount: **\$910,018**

Revised May 1, 2021

Supplier: **WEEKLEY ASPHALT PAVING, INC.**

LITIGATION HISTORY FORM

- 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.

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)

☐ Parent Company

☐ Subsidiary

☐ Predecessor Firm

☐ None of the above

If Yes: Name of Parent Subsidiary/Predecessor:

Vendor is Plaintiff ☐

Vendor is Defendant ☐

Case Number

Case Name

Date Filed

Name of Court
or other Tribunal:

Type of Case: Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐

Claim or Cause of Action and Brief description of each Count:

Brief Description of the Subject Matter and Project Involved:

Disposition of Case: Pending ☐ Settled ☐ Dismissed ☐

Judgement: Vendor's Favor ☐ Against Vendor ☐

If Judgement is Against is Judgement Satisfied? Yes: ☐ No: ☐

Attach copy of any applicable Judgement, Settlement Agreement and Satisfaction of Judgement.

Opposing Counsel Name:

Opposing Counsel email:

Opposing Counsel Phone:

Vendor Name:

Revised May 1, 2021

Supplier: **WEEKLEY ASPHALT PAVING, INC.**

LOCATION CERTIFICATION

Refer to applicable sections for submittal instructions. Failure to submit required forms or information by stated timeframes will deem vendor ineligible for local preference or location tiebreaker.

Broward County [Code of Ordinances, Section 1-74](#), et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the [Broward County Procurement Code](#) provides location as the first tiebreaker criteria. Refer to the ordinance for additional information regarding eligibility for local preference.

For Invitation for Bids:

To be eligible for the Local Preference best and final offer ("BAFO") and location tiebreaker, the Vendor **must** submit this fully completed form and a copy of its Broward County local business tax receipt **at the same time it submits its bid. Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the location tiebreaker.**

For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):

For Local Preference eligibility, the Vendor **should** submit this fully **completed form** and **all Required Supporting Documentation** (as indicated below) at the time Vendor submits its response to the procurement solicitation. If not provided with submittal, the Vendor **must** submit within three business days after County's written request. Failure to submit required forms or information by stated timeframes will deem the Vendor ineligible for local preference.

To be eligible for the location tiebreaker, **the Vendor must submit this fully completed form and a copy of its Broward County local business tax receipt at the same time it submits its response.** Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

The undersigned Vendor hereby certifies that (check the box for only one option below):

- ☐ **Option 1:** The Vendor is a **Local Business**, but does not qualify as a **Locally Based Business** or a **Locally Based Subsidiary**, as each term is defined by [Section 1-74, Broward County Code of Ordinances](#). The Vendor further certifies that:
- A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location").

If Option 1 selected, indicate **Local Business Location**:

- ☒ **Option 2:** The Vendor is both a **Local Business** and a **Locally Based Business** as each term is defined by [Section 1-74, Broward County Code of Ordinances](#). The Vendor further certifies that:
- A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),

- i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location";
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. Less than fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the owned, directly or indirectly, by one or more entities with a principal place of business Vendor located outside of Broward County is **0%**.

If Option 2 selected, indicate **Local Business Location**:

**20701 Stirling Road
Pembroke Pines, FL 33332**

☐ **Option 3:** The Vendor is both a **Local Business** and a **Locally Based Subsidiary** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained:
- i. for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - ii. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - iii. in an area zoned for the conduct of such business,
 - iv. that the Vendor owns or has the legal right to use, and
 - v. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. At least fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County is .

If Option 3 selected, indicate **Local Business Location**:

☐ **Option 4:** The Vendor is a **joint venture** composed of one or more Local Businesses, Locally Based Businesses, or Locally Based Subsidiaries, as each term is defined by Section 1-74, Broward County Code of Ordinances. Fill in blanks with percentage equity interest or list "N/A" if section does not apply. The Vendor further certifies that:

- A. The proportion of equity interests in the joint venture owned by **Local Business(es)** (each Local Business must comply with all of the requirements stated in Option 1) is % of the total equity interests in the joint venture; and/or
- B. The proportion of equity interests in the joint venture owned by **Locally Based Business(es)** (each Locally Based Business must comply with all of the requirements stated in Option 2) is % of the total equity interests in the joint venture; and/or
- C. The proportion of equity interests in the joint venture owned by **Locally Based Subsidiary(ies)** (each Locally Based Subsidiary must comply with all of the requirements stated in Option 3) is % of the total equity interests in the joint venture.

If Option 4 selected, indicate the Local Business Location(s) (es) on separate sheet.

☐ **Option 5:** Vendor is not a Local Business, a Locally Based Business, or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances.

Required Supporting Documentation (in addition to this form): Option 1 or 2 (**Local Business or Locally Based Business**):

1. Broward County local business tax receipt.

Option 3 (Locally Based Subsidiary)

1. Broward County local business tax receipt.
2. Documentation identifying the Vendor's vertical corporate organization and names of parent entities if the Vendor is a Locally Based Subsidiary.

Option 4 (joint venture composed of one or more Local Business(es), Locally Based Business(es), or Locally Based Subsidiary(ies):

1. Broward County local business tax receipt(s) for each Local Business(es), Locally Based Business(es), and/or Locally Based Subsidiary(ies).
2. Executed joint venture agreement, if the Vendor is a joint venture.
3. If joint venture is comprised of one or more Locally Based Subsidiary(ies), submit documentation identifying the vertical corporate organization and parent entities name(s) of each Locally Based Subsidiary.

If requested by County (any option):

1. Written proof of the Vendor's ownership or right to use the real property at the Local Business Location.
2. Additional documentation relating to the parent entities of the Vendor.
3. Additional documentation demonstrating the applicable percentage of equity interests in the joint venture, if not shown in the joint venture agreement.
4. Any other documentation requested by County regarding the location from which the activities of the Vendor are directed, controlled, and coordinated.

By submitting this form, the Vendor certifies that if awarded a contract, it is the intent of the Vendor to remain at the Local Business Location address listed below (or another qualifying Local Business Location within Broward County) for the duration of the contract term, including any renewals or extensions. (If nonlocal Vendor, leave Local Business Location blank.)

Indicate Local Business Location:

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME: **Daniel D. Weekley**

TITLE: **President**

VENDOR NAME: **Weekley Asphalt Paving, Inc.**

DATE: **8/3/2022**

Revised May 1, 2021

Supplier: **WEEKLEY ASPHALT PAVING, INC.**

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 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 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/Offerors, 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.

Revised May 1, 2021

Supplier: **WEEKLEY ASPHALT PAVING, INC.**

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 (CareerSouce) and their contract partners as a firstsource 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 31st 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 may be obtained on the Office of Economic and Small Business Development website:
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

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

Weekley Asphalt Paving, Inc.(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.

Daniel D. Weekley
AUTHORIZED SIGNATURE/NAME

President
TITLE

8/3/2022
DATE

Revised May 1, 2021

Supplier: **WEEKLEY ASPHALT PAVING, INC.**

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT

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 Periscope S2G.

- 1. Subcontracted Firm's Name: **Acme Barricades**
Subcontracted Firm's Address: **4601 Oakes Rd, Davie, FL 33314**
Subcontracted Firm's Telephone Number: **954-321-8205**
Contact Person's Name and Position: **Tom Brady, South Florida Regional Manager**
Contact Person's E-Mail Address: **tbrady@acmebarricades.com**
Estimated Subcontract/Supplies Contract Amount: **100,000.00**
Type of Work/Supplies Provided: **MOT**
- 2. Subcontracted Firm's Name: **Triple Nickel Paving, Inc.**
Subcontracted Firm's Address: **1300 NW 18th Street, Pompano Beach, FL 33069**
Subcontracted Firm's Telephone Number: **954-971-0984**
Contact Person's Name and Position: **Dan Maglio, VP**
Contact Person's E-Mail Address: **office@triplenickelpaving.com**
Estimated Subcontract/Supplies Contract Amount: **745,919**
Type of Work/Supplies Provided: **Supplying and hauling of materials**
- 3. Subcontracted Firm's Name: **Moore Walters & Associates**
Subcontracted Firm's Address: **4987 N University Dr #16B, Lauderhill, FL 33351**
Subcontracted Firm's Telephone Number: **954-275-7210**
Contact Person's Name and Position: **Glen Walters, President**
Contact Person's E-Mail Address: **moorewalters@yahoo.com**
Estimated Subcontract/Supplies Contract Amount: **559,439.25**
Type of Work/Supplies Provided: **Supplying and hauling of materials**
- 4. Subcontracted Firm's Name: **N/A**
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.

Daniel D. Weekley
Authorized Signature/Name

President
TITLE

Weekley Asphalt Paving, Inc.
Vendor Name

8/3/2022
DATE

Revised May 1, 2021

Supplier: WEEKLEY ASPHALT PAVING, INC.**DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION**

The completed and signed 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 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).

Weekley Asphalt Paving, Inc.
VENDOR NAME

Daniel D. Weekley, President
TITLE

8/3/2022
DATE

REVISED MAY 1, 2021

Supplier: **WEEKLEY ASPHALT PAVING, INC.**

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION

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 a. 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.

Daniel D. Weekley
Authorized Signature/Name

President
TITLE

Weekley Asphalt Paving, Inc.
Vendor Name

8/3/2022
DATE

Revised May 1, 2021

Supplier: WEEKLEY ASPHALT PAVING, INC.

TRENCH SAFETY ACT REQUIREMENT

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.

Florida Trench Safety Act, Section 553.60-553.64 Florida Statutes, incorporates the Occupational Safety & Health Administration (OSHA) excavation safety standards, 29 C.F.R Section 1926.650, as Florida's own standards. The Trench Safety Act will apply to any individual project that has trenches in excess of 5 feet deep.

The Vendor, by virtue of the solicitation submission, affirms that the Vendor is aware of this Act, and will comply with all applicable trench safety standards, including any special shoring requirements, if applicable. Such assurance shall be legally binding on all persons employed by the Vendor and subcontractors.

The Vendor is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards. The Vendor further identified the costs and methods summarized below: (fill in either Open-End or Fixed Contract section)

Open-end Contract:

Description	Unit of Measure	Unit Price	Method
N/A	N/A	N/A	N/A
Special Shoring, if applicable:	SQ. FT.		
N/A	N/A	N/A	N/A

Fixed Contract:

Description	Unit of Measure	Quantity	Unit Price	Ext. Price	Method
N/A	N/A	N/A	N/A	N/A	N/A
Special Shoring, if applicable:	SQ. FT.				
N/A	N/A		N/A	N/A	
Total \$				N/A	

Daniel D. Weekley
Authorized Signature/Name

President
TITLE

Weekley Asphalt Paving, Inc.
Vendor Name

8/3/2022
DATE

Revised May 1, 2021

Supplier: **WEEKLEY ASPHALT PAVING, INC.**

Bid Bond, Bid Security, Performance and Payment Security, and Qualifications of Surety Requirements:

- A. **Bid Bond:** A Vendor must submit with its response a bid bond in the form of the County's approved Bid Bond Form, including all substantive terms set forth therein, which shall be executed by a surety company meeting the **Qualifications of Surety Requirements**. Failure to submit a bid bond by the solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive. A copy of the County-approved **Bid Bond Form** may be found at: [https://www.broward.org/Purchasing/Pages/StandardTerms_copy\(1\).aspx](https://www.broward.org/Purchasing/Pages/StandardTerms_copy(1).aspx) under the section "Standard Guaranty and Bond Forms."
- B. **Bid Security:** In lieu of a bid bond, the following will be acceptable: money order, certified check, cashier's check, an original **Bid Security - 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 guarantee.
1. The bid security shall be in an amount equal to five percent (5%) of the total price offered, payable to Broward County and conditioned upon the successful Vendor providing the Performance and Payment Security, evidence of insurance, or any other requirements set forth within the solicitation, within 10 calendar days after notification of award of the contract.
 2. Security of the successful Vendor shall be forfeited to the Broward County 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 Security or Certificate of Insurance or fail to comply with any other requirements set forth in the solicitation. Upon request, bid securities of unsuccessful vendors will be returned after award of contract or expiration of bid validity.
 3. Vendors must either submit an electronic bid bond through Periscope S2G or submit an original bid security 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 Periscope S2G, using **Surety 2000**. Vendors, bonding agents, and surety companies must register with Surety 2000 to use the service; contact **Surety 2000** to find out information regarding their service (www.surety2000.com or 800-660-3263).
 - i. The Vendor must provide their bonding agent with Broward County's vendor identification number for Surety 2000 (P06145037) and its "Supplier identifier" number. The Vendor's individual Supplier identifier number is available on the Details tab in BidSync (Bid Bond: See bid bond information).
 - ii. The bonding agent can then provide a Bid Bond Number for the Vendor to import into Periscope S2G.
 - iii. For detailed instructions on submitting an electronic bid bond, visit Vendor Registration page www.broward.org/Purchasing/Pages/Registration.aspx and select "How to Submit an electronic bid bond?"
 - iv. Broward County reminds Vendors to allow enough time to secure a bid bond and submit electronically in case there are any errors or issues. If there are errors during the import process, check all identification numbers. Contact Surety 2000 for additional assistance.
 - v. An original bid bond will not be required when the bid bond is submitted electronically through Surety 2000.
 - b. To submit an original bid security, in lieu of submitting an electronic bid bond through Periscope S2G, Vendor must submit an original bid security 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 security should also be uploaded into Periscope S2G. The uploaded copy of the bid guarantee does not replace the original bid security submission requirement. Vendors must submit the original bid guarantee, by the solicitation due date and time, to:

Broward County Purchasing Division 115
South Andrews Avenue, Room 212 Fort
Lauderdale, FL 33301

- C. **Performance and Payment Security:** within 10 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:

Goods and Services - Performance Bond Form and Payment Bond Form OR

For All Other Broward County Form (BCF) Agreements - Performance Bond Form and Payment Bond Form

1. The bonds shall be in the amount of **one hundred percent (100%)** of the total contract amount of a fixed contract or total contract amount of the initial contract term of a multi-year contract containing one or more renewable term 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 performance or work with liability equal to one hundred percent (100%) of the Contract price for work performed, 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 work.
3. For Construction Contracts Only: 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 , money order, certified check, cashier's check or an original **Bid Guarantee - Unconditional Letter of Credit** (for BCF agreements) or **Bid Guarantee - Unconditional Letter of Credit** (for Goods and Services) as reflected on the County's form. 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 Guarantees (or other approved security) in force covering the work being performed.
6. The Vendor agrees to keep such Guarantees (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.

- D. **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. 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		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.

Revised 11/24/2021

Supplier: **WEEKLEY ASPHALT PAVING, INC.**

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. A party may be debarred for failure of a vendor awarded a contract to provide the required insurance within ten (10) days after demand therefor by the Purchasing Division.
- 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: **company trucks**

Vendor Name: **Weekley Asphalt Paving, Inc.**

Company Vehicle: ☒ Yes or ☐ No

If Common Carrier (indicate carrier): **Old Republic Insurance Company**

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.

Revised May 1, 2021

Supplier: **WEEKLEY ASPHALT PAVING, INC.**

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

The purpose of this document is to provide vendors with a summary of their rights to object to or protest a proposed award or recommended ranking of vendors in connection with Broward County competitive solicitations. These rights are fully set forth in the Broward County Procurement Code, available here: <https://www.broward.org/purchasing>.

1. Right to Object

For Requests for Proposals (RFP), Requests for Qualifications (RFQ) or Requests for Letters of Interest (RLI), vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation of ranking (if applicable) is posted on the Purchasing Division's website. The written objection must comply with the requirements stated in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in the loss of a right to object.

2. Right to Protest

For Invitations to Bid (ITBs), RFP, RFQ, and RLIs, vendors may protest the specifications or requirements of a solicitation (or of any addenda). Protests must be received in writing by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.

For ITBs, vendors may protest a recommendation for award made by the Broward County Purchasing Division. For RFPs, RFQs, and RLIs, vendors may protest a final recommendation of ranking made by an Evaluation Committee. In all cases, protests must be filed in writing within five (5) business days after a recommended ranking or recommendation for award is posted on the Purchasing Division's website.

Any protest must comply with requirements stated in Part X of the Procurement Code, including a filing fee (if applicable). Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Section 21.81 of the Procurement Code identifies all other matters that may be appealed. Appeals may require payment of an appeal bond. Appeals must comply with requirements stated in Part XII of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

Cone of Silence:

The Board of County Commissioners recently updated provisions of the Cone of Silence Ordinance, Section 1-266, of the Broward County Code of Ordinances, effective as of April 1, 2022.

The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the Office of Economic and Small Business (OESBD) Small Business Development Specialist Supervisor (954-357-6400), and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.

The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.

Any violations of the Code of Silence Ordinance by any vendor/vendor representative, may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.

Review the Cone of Silence Ordinance, Section 1-266 of the Broward County Code of Ordinances, for more detailed information.

Updated: April 1, 2022

SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)

A. Scope:

Vendors are invited to respond for an open-end contract to furnish all labor, materials, equipment, supervision and incidentals required to perform **Pavement Resurfacing and Repair Services** per **Specifications and Requirements** for the Broward County Highway and Bridge Maintenance Division and various other Broward County agencies that may have need of these services and products.

B. Contract Type:

Open-End/Indefinite Quantity Contracts. This solicitation is not for a definite quantity of goods or services and is for an open-end/indefinite quantity contract. The County shall purchase the guaranteed minimum quantity of goods or services (if any) stated in the solicitation but may exceed that minimum amount, and the Contractor shall provide all amounts ordered by the County, limited only by any maximum quantity stated in the solicitation. The County may issue purchase orders on this solicitation as and when required; issue a blanket purchase order for individual agencies; issue instructions for use of direct purchase orders by various County agencies; procure amounts above any stated guaranteed minimum quantity by any method from any other source(s); or do any combination of the foregoing. No delivery of goods or performance of services shall become due or be accepted without a written purchase order and delivery instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. If the County requires delivery within a shorter period than the delivery time specified in the solicitation (if any), and if Contractor is unable to deliver by that time at the contracted price, the County may obtain such delivery from other sources, without penalty or prejudice to the County, and such shall not be a violation of the contract.

The initial contract period shall start on date of award, or upon expiration of the current contract (September 24, 2022) whichever is later and shall terminate one-year from that date. The Director of Purchasing may renew this contract for a two 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.

C. Multiple Awards:

Not applicable to this solicitation.

D. Price Adjustment/Escalation:

All prices, terms and conditions shall remain fixed for the initial one-year period of the contract. Following the initial term and in conjunction with a renewal of the Contract, the bid unit price for Bituminous Material (Line Items 05-09 through 05-16) will be adjusted in accordance with the Florida Department of Transportation's (F.D.O.T) Standard Specifications for Road and Bridge Construction July 2022, Subsection 9-2.1.2, Page 102, excluding cutback and emulsified asphalt, to reflect increases and decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Contractor shall not have the option to reject this cost adjustment of Bituminous Materials.

E. 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.

F. 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 twenty-five percent (25%) of the Contract Price.

G. 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.

H. Ownership Disclosure Requirements

Vendor must submit a completed Ownership Disclosure Form at the link below.

1. Broward County is collecting entity ownership information for Vendors. This is for informational purposes **only** and the data will be used for Broward County's research on possible contracting opportunity disparities. The forms will be maintained separately from all other records of this solicitation and will be accessible only by authorized personnel. The information provided will **not** be used in determining whether the Vendor will receive a contract award.
2. The Ownership Disclosure Form must be completed by the responding Vendor as a matter of Vendor responsibility. If not submitted by time of submittal, the Vendor shall be required to submit the form within three (3) business days after request by the County. Failure to submit the form within this timeframe may result in Vendor being deemed nonresponsive.
3. Submit the form **only** through the link provided below. Do not submit the form as part of Vendor's response in Periscope S2G.
4. Link for form submittal: [Ownership Disclosure Form](#).

I. Federal Transit Administration Requirements:

Not applicable to this solicitation.

J. 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 of Florida: CERTIFIED GENERAL CONTRACTOR

OR

CERTIFIED BUILDING CONTRACTOR

OR

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

OR

GENERAL BUILDING CONTRACTOR CLASS "B"
(Must be registered with the State)

OR

GENERAL ENGINEERED CONSTRUCTION BUILDER

OR

MAJOR ROADS CLASS "3A"

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

K. 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 using agency 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.

L. 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.

M. Allowance (PASS-THRU) Items (Estimated Annual Total - \$305,000):

- Parts and Materials: \$100,000
- Unforeseen Conditions: \$100,000
- Specialized Contraction Activities: \$100,000
- Permits and Fees: \$5,000

1. The purpose of the pass-thru allowance is to provide a means of covering the direct cost to the Contractor for any items or labor not contained within or specified by the Contract Documents.
2. 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.
3. Miscellaneous parts and materials reimbursable as a pass-thru item include cylinders, pumps, motors, traffic gates, limit switches, navigational lights, air buffers, gear boxes, brakes, structural steel, etc.
4. The pass-thru allowance may also be utilized for skilled labor or subconsultants in which unit prices are not pre-established in the Item Response Form or included in the applicable Pay Item.
5. The Contract Administrator or the Project Manager must authorize use of any allowances prior to the Contractor incurring costs related to an allowance amount.
6. Any replacement parts, materials, and/or skilled labor not pre-priced in the unit prices required for any service call with a cost to the County of \$5,000 or more shall have prior written approval from the Contract Administrator or the Project Manager. Approval of these items/services is contingent on the review of the three independent quotes from companies with no ownership affiliation to the Contractor, and the subcontractors/suppliers must be readily engaged in the business of supplying such parts, labor and/or materials quoted. Pass-thru cost of \$3,500 or more, but less than \$5,000 shall be supported by one independent quote. Pass-thru costs that exceeds \$5,000 shall be supported by three independent quotes. Pass-thru costs less than \$3,500 need not be supported by a quote, but rather by an estimate of the pass-thru cost. At all times, the Contractor should endeavor to use Broward County CBE-certified businesses when procuring equipment, materials, or services in support of this contract. Refer to the Broward County Office of Small Business and Economic Development (OESBD) for information on patronizing, local, small businesses.
7. In cases where the Contractor manufactures its own parts, it will charge the County a price no higher than it charges its most favored customer. The County reserves the right to request verification.
8. If the Contractor uses its equipment that is not pre-priced in the unit prices, then the County has the right to verify the fair market price; the Contractor shall also provide a letter to the County stating that the price of the item is fair market value.
9. The pass-thru allowance may be utilized for the rental of equipment in which unit prices are not pre-established or included in the applicable Pay Item. The cost of transporting equipment to and from the job site is reimbursable. The County will not pay for equipment

remaining overnight at the job site, or if the equipment is not operational for four hours or longer. Equipment usage is eligible for reimbursement when, in the normal course of performing the installation of the associated items the equipment would not be required. Equipment will not be reimbursed when it is essential to perform the installation of the associated Pay Item.

10. Non-County Agency permits, and fees required by governmental agencies other than the Broward County Board of the County Commissioners. Excluded are licenses, permit expediting services, re-inspection fees, "runner's fees", expired permit fees, overhead and profit. Submitting and securing permits is the responsibility of the Contractor.
11. Payment for any pass-thru items shall be paid by the pass-thru allowance at the Contractor's actual cost. The cost for these items will be a pass- thru, i.e., the Contractor will charge the County the same invoice prices as it is charged by the supplier, subcontractor or subconsultant, without mark-up. A copy of the Contractor's invoices must be submitted with the Contractor's payment application.

N. Drug Free Workplace Certification

Section 21.23(f) 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 program. The Vendor certifies that it has established a drug free workplace program in accordance with the requirements of [Section 1-71, et seq.](#), of the Broward County Code of Ordinances (Procurement from Businesses with Drug-Free Workplace Program).

O. 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 in **Specifications and Requirements**.

P. Liquidated Damages:

Refer to Section 29, Liquidated Damages, of the Specifications and Requirements.

Q. Payment:

1. Purchase Orders for each individual work order will be issued on an as-needed basis to the Vendor after receipt of documents specified herein. Only final payments will be made for each project, in accordance with Section C.3., Invoice and Payment, 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 Vendor.
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 Vendor 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 Vendor's Application for Payment.

5. Partial payments shall only be made upon approval of the Vendor'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 purchase orders or Notice to Proceeds 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 Vendor.
- 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 Vendor. 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.

R. Basis of Award:

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

SPECIFICATIONS AND REQUIREMENTS

PAVEMENT RESURFACING AND REPAIR SERVICES

SECTION A – GENERAL CONTRACT SPECIFICATIONS

1. SCOPE OF WORK

- 1.1. Furnish all labor, materials, equipment, supervision, and incidentals require 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.
- 1.2. This is an open-end contract, which means that it requires flexibility in order to have work done in any order, any quantity, at any time and at any location where roadway or bridge maintenance is needed.
- 1.3. The services to be provided under this Contract are essential to the function of Broward County and shall be available 24 hours a day, seven days a week, 365 days per year.
- 1.4. Services under this Contract can be issued anywhere within Broward County. There are no guarantees of minimum or maximum quantity or amount for a Purchase Order.

2. DEFINITIONS

The following terms, when used in these Specifications, have the meaning described below. Additional definitions can be found in the Broward County Procurement Code, as amended.

- 2.1. Approved Equal and Approved Equivalent: A product determined by the Contract Administrator or his/her delegate to be greater or equal to the product specified in quality and performance.
- 2.2. Contract: Pavement Resurfacing and Repair Services. The entire binding agreement between the County and the Contractor. The Contract Documents form the Contract between the County and the Contractor setting forth the obligations of both parties, including, but not limited to, the performance of the work and the basis of payment.
- 2.3. The Contractor: The individual, firm or company contracting directly with the County to perform the work described in the Pavement Resurfacing and Repair Services Contract, contract documents.
- 2.4. The Contract Administrator: The Director of the Broward County Highway and Bridge Maintenance Division as empowered by the Broward County Board of County Commissioners.
- 2.5. Contract Documents: The official documents that make up the Pavement Resurfacing and Repair Services Contract, setting forth bidding information, bidding requirements, and contractual obligations. The Contract Documents include the Solicitation, Contractor's Bid Proposal, Standard Instructions for Vendors, General Conditions (Quotation Requests and Invitations for Bids), Special Instructions for Vendors, all Certification Forms, Specifications (Pavement Resurfacing and Repair Services Contract), Addenda, Exhibits, Record of Award by the Board, and Bond Documents. Where the Contract Documents reference any other standard, specifications or rule the applicable sections of those documents shall also be considered a Contract Document.

2.6. County: The Broward County Board of County Commissioners

2.7. Emergency: An eminent threat to public health, welfare, safety, property, or other substantial loss to the County.

2.8. Inspector: The individual assigned by the Project Manager to be responsible for field supervision of the work.

2.9. Maintenance of Traffic (MOT): Encompasses the planning, design, and implementation of temporary traffic control plans for the safe accommodation of vehicles, pedestrians, bicyclists, transit users, and construction workers through, and within, a roadway construction work zone or emergency incident area.

2.10. Notice to Proceed (NTP): The administrative directive from the County that authorizes the Contractor to commence permitting or work.

2.11. Project Manager: The County Project Manager who has been designated by the Contract Administrator to be responsible for the day-to-day administration of the Contract and ensuring that the Contractor completes the project work assignment in a timely and efficient manner, in accordance with the contract requirements. the Project Manager may delegate or designate authority to other County personnel when necessary.

2.12. Project Documents: The official documents describing and regulating the work to be performed for an individual project. Project Documents may include the Purchase Order, Project Scope, Notice to Proceed and Project Schedule.

2.13. Purchase Order (PO): A Purchase Order is issued to formalize a purchase transaction with the Contractor, conveying acceptance of the Contractor's proposal. It is the budgetary authorization that assures that the funds have been encumbered within the County's accounting system for reimbursement to the Contractor after completion of the work included in the PO.

2.14. Project Scope: A work summary issued for each project or group of projects/tasks, which may include formal plans/drawings and provisions, sketches, or brief handwritten instructions. This will identify the type, location, description, procedures, materials, and amount of work to be accomplished for the project/task.

3. GENERAL CONDITIONS FOR INDIVIDUAL PROJECTS

3.1. Projects shall include delivery and installation at locations countywide. The Contractor's bid shall account for the fact that there are no minimum or maximum quantities assumed for each individual project. The Contractor shall furnish all materials, equipment, labor, and services that may be required for each individual project. All material and parts provided by the Contractor shall be new.

3.2. The Contractor agrees to cooperate and work with all Broward County divisions in scheduling work. The Contractor will be notified approximately ten (10) calendar days in advance of start date of a project, except during emergencies.

3.3. The work shall commence only when sufficient materials, equipment, personnel, and other necessities are available; the work will 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.

- 3.4. The successful bidder will be required to obtain an annual Permit of Record from the Broward County Engineering Division (no fee/no additional security required) to cover all work performed within the County rights-of-way as a result of being awarded this contract.

4. PURCHASE ORDER ISSUANCE AND ACCEPTANCE

- 4.1. Work shall only commence after the Purchase Order and NTP are issued in writing by the County and acknowledged in writing by the Contractor.
- 4.2. By accepting the Purchase Order, the Contractor agrees that they have reviewed the Project Documents and will complete the project in the allowable time unless an excusable delay extends the project duration.
- 4.3. The Contractor shall be prepared to accept a Purchase Order for any of the work tasks of this Contract in any quantity, at any location in Broward County, to be performed with the contractor's own forces, or with the participation of its subcontractors.
- 4.4. The County expects to confer with the contractor to resolve perceived problems with any specific Purchase Order. The Contractor shall not decline a Purchase Order issued under this Contract, nor delay the resolution of any problems concerning a Purchase Order.
- 4.5. The Contractor shall assist the County in preparing the Project Scope, upon request, by proposing repair methods or reviewing and commenting on repair methods proposed by the County. The Contractor shall attend a preconstruction scoping meeting, if requested. Costs for these efforts will be considered incidental to the work being performed and are included in the unit prices.
- 4.6. Intention of the County
 - 4.6.1. It is the intent of the County to describe in the Project Documents a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents 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 Contract Documents as being required to produce the intended result shall be supplied by the Contractor whether or not specifically called for. The County shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.
- 4.7. When words that 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.
- 4.8. The Contractor shall comply with all referenced standard specifications, manuals, or codes of any technical society, organization, or association, whether such reference be specific or by implication. If the specific edition or year of the standard is not specified, the latest standard specification, manual, or code in effect at the time of the bid submittal deadline shall be used.
- 4.9. Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be resolved by the Project Manager. The Contractor shall not proceed when in doubt as to any dimension or measurement but rather shall seek clarification from the Project Manager.

- 4.10. When any codes, specification, drawings, or other referenced document conflict, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Project Manager for clarification and direction prior to commencing work or ordering materials.

5. PRELIMINARY MATTERS

- 5.1. The Project Manager will schedule a preconstruction meeting before the Contractor starts the work at the project site. The Contractor shall send a qualified representative to attend the meeting who has full decision-making authority for the project and who will be assigned to the project full time.
- 5.2. The preconstruction meeting is held to establish a working understanding of the Project Scope and to discuss the project schedule, procedures for shop drawing submittal, project submittals and applications for payment.

6. LABOR AND MATERIALS

- 6.1. Unless otherwise stated herein, the 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.
- 6.2. The Contractor shall, at all times, enforce strict discipline and good order among its personnel and subcontractors and subconsultants at the job site and shall provide personnel that are fit and skilled in the work to which they are assigned. Professional conduct and behavior of the Contractor's personnel and subcontractors is required by the County at all times.
- 6.3. Any personnel considered to be conducting themselves in a manner contrary to this contract will, at the sole discretion of the Project Manager with approval from the Contract Administrator, be asked to leave the job site. The Contractor will be required to provide an immediate replacement for which no additional compensation for time, materials, or any other damages will be permitted.
- 6.4. Any of the Contractor's or subcontractor's personnel removed from service under this Contract shall be replaced by other qualified and experienced personnel as per the terms of this Contract. Failure to provide a replacement shall result in suspension of work, that would have otherwise been performed by the personnel, until the replacement personnel is approved by the Project Manager.

7. SUPERINTENDENCE AND SUPERVISION

- 7.1. The orders of the County are to be given through the Project Manager, whose instructions are to be strictly and promptly followed in every case. The Contractor shall keep on the project a full-time competent English-speaking superintendent and any necessary assistants, all satisfactory to the Project Manager. The superintendent shall not be changed except with the written consent of the Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ. The superintendent shall represent the Contractor and all directions given to the superintendent shall be binding as if given to the Contractor. Verbal directions given to the Contractor will be confirmed in writing by the Project Manager upon request of the Contractor.

- 7.2. Daily, the 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 the 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 the County.
- 7.3. The Contractor and the 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 Project Manager shall publish, keep, and distribute minutes and any comments of each such meeting.
- 7.4. If the Contractor, in the course of prosecuting the work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Project Manual, it shall be the Contractor's duty to immediately inform the Project Manager, in writing, and the Project Manager will promptly review the same. Any work done after such discovery, until authorized, will be done at the Contractor's sole risk.
- 7.5. The 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 Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

8. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

- 8.1. The Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and the Contractor's operations. The Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or waterways, without the written consent of the proper authorities.
- 8.2. Due to maintenance of traffic considerations, work shall primarily be between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday (referred to as business hours).
- 8.3. When non-business hours work is required, work hours will be established by the Project Manager.
- 8.4. No additional compensation shall be given to the Contractor or its subcontractors for work during non-business hours.

9. PERMITS, LICENSES, AND IMPACT FEES

- 9.1. All permits and licenses required by federal, state, or local laws, rules, and regulations necessary for the prosecution of the work undertaken by the Contractor pursuant to this Contract shall be secured and paid for by the Contractor. The 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 the 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.

- 9.2. Impact fees levied by any municipality shall be paid by the Contractor. The 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 the Contractor in no event shall include profit or overhead of the Contractor.

10. CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA

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

11. PLANS AND WORKING DRAWING

- 11.1. The County shall have the right to modify and supplement the Project Scope with additional plans, drawings, or additional information as the work proceeds, all of which shall be considered as part of the Project Documents. In case of disagreement between the written and graphic portions of the Project Documents, the written portion shall govern.
- 11.2. When, in the opinion of the Project Manager, it becomes necessary to explain the work to be done more fully, to illustrate the work further, or to show any changes which may be required, supplementary drawings, with specifications, will be prepared by the Project Manager.
- 11.3. The supplementary drawings shall be binding upon the Contractor with the same force as the Project Documents. Where such supplementary drawings require either less or more than the original quantities of work, appropriate adjustments shall be made.

12. FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

- 12.1. The Project Manager shall have the right to approve and issue field orders setting forth written interpretations of the intent of the Project Documents and ordering minor changes in work execution, providing the field order does not change the project price or the project time.
- 12.2. The Project Manager shall have the right to approve and issue supplemental instructions setting forth written orders, instructions, or interpretations concerning the Project Documents, provided such supplemental instructions involve no change in the project price or the project time.

13. SHOP DRAWINGS

- 13.1. The Contractor shall submit shop drawings as required by the Contract Documents. The purpose of the shop drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, dimensions of the item and evidence of its compliance or noncompliance with the Contract Documents.

- 13.2. The Contractor shall thoroughly review and check the shop drawings and every copy shall show this approval thereon.
- 13.3. If the shop drawings show or indicate departures from the contract requirements, the Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve the Contractor from its responsibility to comply with the Contract Documents.
- 13.4. The Project Manager shall review and approve or reject shop drawings within twenty-one (21) calendar days from the date received. The Project Manager's approval of shop drawings will be general and shall not relieve the 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 drawings have been approved by the Project Manager. Approval shall not relieve the Contractor from responsibility for errors or omissions of any sort on the shop drawings.
- 13.5. No approval will be given to partial submittals of shop drawings for items that interconnect or are interdependent where necessary to properly evaluate the design. It is the Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the County along with its comments as to compliance, noncompliance, or features requiring special attention.
- 13.6. 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.
- 13.7. The Contractor shall submit the number of copies required by the Project Manager. Resubmissions of shop drawings shall be made in the same quantity until final approval is obtained.
- 13.8. The Contractor shall keep one set of shop drawings marked with the Project Manager approval at the job site at all times.

14. FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

- 14.1. The entire responsibility for establishing and maintaining line and grade in the field lies with the Contractor. When the Project Manager requires record drawings, the Contractor shall maintain an accurate and precise record of the location and elevation of all pipelines, 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. The Contractor shall deliver these records in good order to the Project Manager as the work is completed. All record drawings shall be made on reproducible paper and shall be delivered to the Project Manager prior to, and as a condition of, final payment.
- 14.2. The 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 copy of all approved shop drawings shall be available at all times to the 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 Project Manager.

15. INSPECTION OF WORK

- 15.1. The County personnel shall always have access to the work, and the Contractor shall provide access for inspecting, measuring, and testing.
 - 15.1.1. Should the Project Manual, the Project Manager's instructions, any laws, ordinances, or any public authority require any of the work to be specially tested or approved, the Contractor shall give the 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 the 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 the Project Manager, it must, if required by the Project Manager, be uncovered for examination, and properly restored at the Contractor's expense.
- 15.2. Reexamination of any of the work may be ordered by the Project Manager with prior written approval by the Contract Administrator, and if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the County shall pay the cost of reexamination and replacement. If such work is not in accordance with the Project Manual, the Contractor shall pay such cost.
- 15.3. Inspectors shall have no authority to permit deviations from, or to relax or waive any of the provisions of, the Contract Documents or to delay the Contract by failure to inspect the materials and work with reasonable promptness without the written permission or instruction of the Project Manager.
- 15.4. The payment of any compensation, the giving of any gratuity, or the granting of any favor, of any character or form, by the Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of the Contractor will constitute a breach of this Contract.
- 15.5. Projects shall pass Broward County Traffic Engineering Inspections.

16. DEFECTIVE WORK

- 16.1. The Project Manager shall have the authority to reject or disapprove work which the Project Manager finds to be defective. If required in writing by the Project Manager, the Contractor shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. The Contractor shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- 16.2. Should the Contractor fail to or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, the 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 the Contractor's expense. Any expense incurred by the County in making such removals, corrections, or repairs, shall, at County's election, be paid for out of any monies due or which may become due to the Contractor, or charged against the Performance Bond. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the County may declare the Contractor in default.

- 16.3. If, within one (1) year after the date of final acceptance or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Project Documents, or by any specific provision of the Project Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor, after receipt of written notice from the County, shall promptly correct such defective or nonconforming work within the time specified by the County, without cost to the County. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation the Contractor might have under the Project Documents.
- 16.4. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered.

17. SUBCONTRACTS

- 17.1. Each subcontractor must possess certificates of competency and licenses required by law. The Contractor shall have a continuing obligation to notify the Project Manager of any change in subcontractors.
- 17.2. The Contractor shall not employ any subcontractor against whom the County may have a reasonable objection. The Contractor shall not be required to employ any subcontractor against whom the Contractor has a reasonable objection.
- 17.3. The Contractor shall be fully responsible for all acts and omissions of its subcontractors, persons directly or indirectly employed by its subcontractors, and persons for whose acts any of its Subcontractors may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County or any obligation on the part of the County to pay or to see the payment of any monies due to any subcontractor. The County may furnish to any subcontractor evidence of amounts paid to the Contractor on account of specific work performed.
- 17.4. The Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

18. SEPARATE CONTRACTS

- 18.1. The County has the right to let other contracts in connection with this Contract. The 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.
- 18.2. If any part of the Contractor's work depends for proper execution or results upon the work of any third parties, the Contractor shall inspect and promptly report to the Project Manager any defects in such work that render it unsuitable for such proper execution and results of the Contractor's work. The Contractor's failure to so inspect and report shall constitute an acceptance of the third party's work as fit and proper for the performance of the Contractor's work, except as to defects which may develop in the third parties' work after the execution of the Contractor's work.
- 18.3. The Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the work so as to not interfere with or impact any other contractor on the site.

Should such interference or impact occur, the Contractor shall indemnify the County from and liability to the affected related to such interference or impact.

- 18.4. To ensure the proper execution of subsequent work, the Contractor shall inspect the work already in place and shall immediately report to the Project Manager any discrepancy between the executed work and the requirements of the Project Documents.

19. RIGHTS OF VARIOUS INTERESTS

- 19.1. Whenever work being done by the 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.

20. USE OF COMPLETED PORTIONS

- 20.1. The County has 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 Documents. If such possession and use increase the cost of or delays the work, the Contractor shall be entitled to reasonable extra compensation or reasonable extension of time or both, as approved by the Project Manager.
- 20.2. If the County decides to take possession of any completed or partially completed portions of the project, the following shall occur:
- 20.2.1. The County shall give notice to the Contractor in writing at least thirty (30) calendar days prior to the County's intended occupancy of a designated area.
- 20.2.2. The Contractor shall complete work in the designated area and request partial acceptance of the project for the designated area.
- 20.2.3. The Project Manager shall inspect or cause to have inspected the designated area and either issue partial acceptance of the project for the designated area or issue a written punch-list with items for the contractor to correct and the allowable time to have the corrections made.
- 20.2.4. The Contractor shall complete all punch-list items and request final inspection within the time specified by the Project Manager. Upon completion of the final inspection, the Project Manager shall issue partial acceptance of the project for the designated area.
- 20.2.5. If the County decides to occupy or use a portion or portions of the work prior to Partial Acceptance, such occupancy or use shall not commence prior to a time mutually agreed upon by the County and the 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 the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

21. LANDS FOR WORK

- 21.1. The County shall provide, as may be indicated in the Project Documents, 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 the County for the use of the Contractor.
- 21.2. The Contractor shall obtain, at the Contractor's own expense and without liability to the County, any additional land and access thereto that may be required for temporary construction facilities, temporary easements, or for storage of materials. The Contractor shall furnish to the County copies of written permission obtained by the Contractor from the owners of such land.

22. REMOVAL OF EQUIPMENT

- 22.1. In case of termination of the Contract before completion, for any cause, the Contractor, if notified to do so by the County, shall promptly remove the Contractor's equipment and supplies from County property and the public right of way. If the Contractor's equipment and supplies are not removed, the County shall have the right to remove such equipment and supplies at the expense of the Contractor.

23. SAFETY AND PROTECTION

- 23.1. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- 23.1.1. All employees on the work site and other persons who may be affected thereby.
- 23.1.2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
- 23.1.3. 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 during construction.
- 23.2. The Contractor shall comply with all applicable law of any public body having jurisdiction for the safety of persons or property or to protect person or property from damage, injury, or loss; and the Contractor shall erect and maintain all necessary safeguards for such safety and protection. The 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 the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and final acceptance has been issued.
- 23.3. The 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 the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 23.4. The use of trench box(es), moles or other approved means to comply with CS/HB3183, Florida Trench Safety Act and OSHA Trench Safety Standards shall be used where excavation(s) exceed five (5) feet in depth. Compensation for trench boxes, moles or other approved means

shall be included in the unit prices of the most applicable pay items.

24. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

- 24.1. The Contractor shall accept full responsibility for the work against all loss or damage of whatsoever nature sustained until final acceptance by the County. The Contractor shall promptly repair any damage done from any cause whatsoever.
- 24.2. The Contractor shall be responsible for all materials, equipment and supplies pertaining to the project. In the event any materials, equipment or supplies are lost, stolen, damaged or destroyed prior to final acceptance by the County, the Contractor shall replace same without cost to the County.

25. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES

- 25.1. The County does not represent or warrant that all existing utility lines are shown in the Project Documents, or that the ones indicated are in their true location. The Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the project. Contractor will not be entitled to any additional payment or extension of time due to discrepancies between actual location of utilities and plan location of utilities.
- 25.2. The Contractor shall notify each utility company with facilities at the project site 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 work. The cost of 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. The Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.
- 25.3. The 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. The Contractor will not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.
- 25.4. The Contractor shall protect all overhead, surface or underground structures and utilities from damage or displacement. The Contractor will promptly and completely repair all damage to such structures within a reasonable time. All repairs are to be inspected by the utility owner prior to backfilling. The County reserves the right to remedy such damage by making such repairs to be made at the expense of the Contractor. The County's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

26. PROJECT SCHEDULE

- 26.1. Prior to starting work, the Contractor shall submit and obtain approval from the Project Manager of the project schedule showing the order in which the Contractor proposes to complete the work. The schedule shall identify all major items of work as separate activities and provide the start date, completion date and estimated duration for each activity.
- 26.2. The schedule shall follow the Gantt format and clearly indicate the critical path and all activities

associated with it. All activity relationships and dependencies shall be clearly legible.

- 26.3. Include activities for review time of shop drawings and submittals and procurement and delivery of materials and equipment when the duration exceeds 7 days.
- 26.4. Include time after completion of the work for submittal and review of the final project invoice.
- 26.5. No work activity in the schedule will have a duration greater than 30 days unless previously approved by the Project Manager.
- 26.6. The project schedule shall be presented with the Contractor's estimate. Schedule updates shall be submitted monthly or sooner if significant impacts to the schedule occur.
- 26.7. The construction schedule shall be submitted as a PDF. Every schedule update shall show the actual start and completion dates of activities that have commenced or completed.
- 26.8. The Contractor shall provide a schedule summary with the schedule update. The schedule summary shall discuss the contractors progress on the project and provide a recovery plan if the project is more than 7 days behind schedule. The schedule summary shall discuss any changes in dependencies or duration for activities that have not been completed.
- 26.9. Any request for a time extension shall include an updated project schedule.

27. CONTINUING THE WORK

- 27.1. The Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the County. The work shall not be delayed or postponed pending resolution of any disputes or disagreements.

28. FINAL ACCEPTANCE

- 28.1. Upon submittal of written notification from the Contractor that all project work has been completed, the Project Manager will inspect for acceptance. The inspection will be made within five (5) business days of receiving notification.
- 28.2. If the Project Manager finds that all work has been satisfactorily completed, the County will consider such inspection as the final inspection.
- 28.3. If any of the Work is found to be unsatisfactory, the Project Manager will detail the remedial work required to achieve acceptance in a punch list and submit the written punch list to the Contractor.
- 28.4. The Contractor will immediately perform the remedial work and submit written notification to the Project Manager when the remedial work is completed.
- 28.5. Upon satisfactory completion of the work, the County will submit a written notice of final acceptance to the Contractor.
- 28.6. Project time will continue after final acceptance until the final project invoice is submitted and approved.

29. LIQUIDATED DAMAGES

- 29.1. If the Contractor fails to complete the project within the time stipulated in the Project Documents or within extra time the County may have granted, the Contractor shall pay to the County not as a penalty but, as liquidated damages per calendar day, the amount listed in Section 8-10.2 of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2022, corresponding to the amount of the Purchase Order for the project. The Contractor agrees that the amount has been agreed upon due to the difficulty in determining the actual damages that will be suffered by the County in the event of failure to complete the Project on time.
- 29.2. The County is authorized to deduct liquidated damages amount from the monies due to the Contractor for the work under this contract, or as much thereof as the County may, at its own option, deem just and reasonable.
- 29.3. The County considers the project complete when the Contractor has completed all work and the County has accepted the work in accordance with Article 28 "Final Acceptance."
- 29.4. The work to be performed under this Contract for each individual project shall be commenced on the date stated in the Notice to Proceed, which will not be issued until receipt of all required documents.
- 29.5. The work shall be completed and ready for final payment per schedule identified in the Notice to Proceed and mutually agreed upon by the County and the Contractor.
- 29.6. Upon failure of the Vendor to complete a project awarded pursuant to this contract within the specified period of time (plus approved extensions, if any) the Vendor shall pay to County the sums listed in Table 1 for each calendar day (plus approved extensions) after the time specified for completion and readiness for final payment.

Table 1

INDIVIDUAL PROJECT AMOUNT	DAILY CHARGE PER CALENDAR DAY
\$50,000 and under	\$868
Over \$50,000 but less than \$250,000	\$882
Over \$250,000 but less than \$500,000	\$1,197
Over \$500,000 but less than \$2,500,000	\$1,694
Over \$2,500,000	\$2,592

- 29.7. **PEAK-HOUR LANE CLOSURES:** Peak-hour lane closures will be prohibited unless all viable alternatives have been explored and reasons for the closures are warranted, justified, and documented. Peak-hour lane closures proposed by the Contractor must be in writing by the County, otherwise they are expressly prohibited. Failure of a Contractor to comply with this requirement will result in assessment of liquidated damages in the amount of \$400.00 for each occurrence of a prohibited peak-hour lane closure plus \$120.00 for each ensuing thirty (30) minute interval. The maximum amount of Liquidated Damages per day for peak-hour lane closures shall not exceed the values listed in Table 1.

30. BITUMINOUS MATERIAL PRICE ADJUSTMENT CLAUSES

- 30.1. The bid unit price for Bituminous Material will be adjusted in accordance with the Florida Department of Transportation's (F.D.O.T) Standard Specifications for Road and Bridge Construction July 2022 (refer to Special Instructions to Vendors, Section D. Price Adjustment/Escalation).

31. WEATHER

- 31.1. 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. Time extensions are justified only when rains, other inclement weather conditions, or related adverse soil conditions prevent the Contractor from productively performing controlling items of work identified on the accepted schedule or updates resulting in:
- 31.1.1. The 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 to that schedule; or
- 31.1.2. The Contractor must make major repairs to the work damaged by weather. Providing the damage was not attributable to a failure to perform or negligence by the Contractor, and providing that the 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.

32. NOTIFICATION AND CLAIM FOR CHANGE OF PROJECT TIME OR PROJECT PRICE

- 32.1. Any claim for a change in the project time or project price shall be made by written notice to the 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. Within seven (7) calendar days of the termination of the event giving rise to the claim, the Contractor shall submit written notice of the extent of the claim with supporting information and documentation. Such notice shall be accompanied by a written certified statement that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled to as a result of the occurrence of said event.
- 32.2. All claims for changes in the project time or project price shall be determined by the Contract Administrator if the Project Manager and the Contractor cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE PROJECT TIME OR PROJECT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**
- 32.3. 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 the Contractor if a claim is as provided in Section 31.1. Such delays shall include, but are not limited to, acts, omissions neglect by any other contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

33. NO DAMAGES FOR DELAY

- 33.1. No claim for damages or any claim, other than for an extension of time, shall be made or asserted against the County by reason of any delays except as provided herein. The Contractor shall not be entitled to an increase in the Project's price or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. The 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; 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 the County.

34. EXCUSABLE DELAY

- 34.1. Excusable delay. Delay that extends the completion of the work, that is caused by circumstances beyond the control of the Contractor, or its subcontractors, suppliers or vendors are excusable delays.
- 34.2. The Contractor is entitled to a time extension of the allowable project time for each day the work is delayed due to excusable delay. The Contractor shall document its claim for any time extension as provided in Article 31 hereof.

35. RESOLUTION OF DISPUTES

- 35.1. To prevent all disputes and litigation, the parties agree that the Project Manager shall decide all questions, claims, difficulties, and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents or fulfillment of the Project Documents as to the character, quality, amount and value of any work done or materials furnished, or proposed to be done or furnished under or, by reason of the Contract Documents. The Project Manager's estimates and decisions upon all claims, questions, difficulties, and disputes shall be final and binding to the extent provided in Section 34.2. All nontechnical administrative disputes shall be determined by the Contract Administrator. During the pendency of any dispute and after a determination thereof, the Contractor and the Project Manager shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.
- 35.2. If the determination of a dispute under this article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) 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) days after Final Completion of the work, the parties shall participate in mediation to address all objections to any determinations 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 its rights, including, but not limited to, claims for contract time and contract price adjustments provided in the contract, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this article.

36. DIFFERING SITE CONDITIONS

- 36.1. If during the progress of the work, the Contractor encounters subsurface or concealed conditions at the project site that differ materially from those indicated in the Project Documents or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Project Documents, are encountered at the site, the Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions.
- 36.2. The Project Manager shall investigate the site conditions identified by the Contractor, within two (2) business days after receipt of the Contractor's written notice. If, in the sole opinion of the Project Manager, it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work, the Contractor shall provide a revised estimate including adjustment to the Contract Price, or the Contract Time, or both for the Project Manager approval
- 36.3. If the Project Manager and the Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Contract Administrator for final determination. Should the 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, the Contract Administrator shall so notify the Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.
- 36.4. No request by the Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless the Contractor has given written notice in strict accordance with the provisions of this Article.
- 36.5. 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 Final Acceptance of the project.

37. ROYALTIES AND PATENTS

- 37.1. 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.

38. TAXES

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

39. NO INTEREST

- 39.1. Any monies not paid by the County when claimed to be due to the Contractor under this agreement, including, but not limited to, any and all claims for contract damages of any type, shall not be subject to interest including, but not limited to prejudgment interest. However, the provisions of the County's prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes as such relates to the payment of interest, shall apply to valid and proper invoices.

40. FINAL BILL OF MATERIALS

- 40.1. The Contractor shall be required to submit to the Project Manager a final bill of materials with unit costs for each bid item for supply of materials installed. This shall be an itemized list of all materials with a unit cost for each material and the total shall be determined on the basis of the unit cost established for each Contract item. A Final Certificate for Payment will not be issued by the County until the Contractor submits the final bill of materials and the County verifies the accuracy of the units of work.

41. PAYMENT FOR TESTING

- 41.1. The expense of all Quality Control and Process Control tests specified either directly or by reference in the Contract Documents shall be borne by the Contractor.
- 41.2. The Contractor shall provide a copy of all test results to the County.
- 41.3. The Contractor shall make allowances for the performance of verification testing requested by the County. The Contractor shall either directly contract with a testing firm to perform verification testing and seek payment from the County in accordance with the Contract Documents or coordinate with the County's testing firm to facilitate the testing.

42. WARRANTY

- 42.1. The Contractor warrants to the County that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all the work will be of good quality, free from faults and defects, and in conformance with the Project Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

43. HURRICANE PRECAUTIONS

- 43.1. During such periods of time as are designated by the National Weather Service as being a hurricane watch or warning, the Contractor, at no cost to the County, shall take all precautions necessary to secure the project site from any damage that may be caused by all threatened storm events, regardless of whether the Project Manager has given notice of the same.
- 43.2. Compliance with any specific hurricane watch or warning precautions will not constitute additional work.
- 43.3. 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.

44. EXPLOSIVES

- 44.1. When the use of explosives is necessary in the performance of the work, the Contractor shall exercise the utmost care in handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner in storage clearly marked "Dangerous-Explosives", and shall be placed in the care of competent watchmen. When the use of explosives becomes necessary, the Contractor shall furnish to the County proof of insurance

coverage, adequately providing public liability and property damage insurance as a rider attached to its regular policies, unless otherwise included in the policies themselves.

45. COUNTY'S RIGHT TO CLEAN UP

- 45.1. The Contractor shall always keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the project, the Contractor shall remove all its waste materials and rubbish from the project as well as its tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up during the performance of the work or at the completion of the work, the County may do so, and the cost thereof shall be charged to the Contractor. If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the contractors responsible as the Project Manager shall determine to be appropriate and equitable.

46. PROJECT RECORDS

- 46.1. The 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 the 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. The County shall have the right to inspect and copy, at the County's expense, the books and records and accounts of the Contractor which relate in any way to the Project, and to any claim for additional compensation made by the Contractor, and to conduct an audit of the financial and accounting records of the Contractor which relate to the project and to any claim for additional compensation made by the Contractor. The Contractor shall retain and make available to the 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, all provide the County access to its books and records and accounts upon seventy-two (72) hours written notice.

SECTION B - PAY ITEM SPECIFICATIONS

1. GOVERNING STANDARDS, SPECIFICATIONS AND REFERENCES

- 1.1. The following listed documents are incorporated by reference and the applicable portions thereof are made a part of this contract as supplemented and amended by the provisions of this contract.
- 1.1.1. The Florida Department of Transportation (FDOT) Standard Plans for Road and Bridge Construction, latest edition. Including all subsequent revisions and updates.
 - 1.1.2. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, July 2022 Edition, included by reference. Includes all subsequent updates and revisions.
 - 1.1.3. 2010 ADA Standards for Accessible Design "2010 Standards". Including all subsequent revisions and updates.

- 1.1.4. Minimum Standards Applicable to Public Right-of-Way Under Broward County, Florida Jurisdiction. Exhibit 25A, Broward County Administrative Code. Exhibit 25A of the Broward County Administrative Code Minimum Standards is not intended to reduce or diminish National or State Standards in any way, but rather to further clarify and refine the functional needs of the maintaining agency.
- 1.1.5. United States Department of Labor - Occupational Safety and Health Administration (OSHA) Construction Standards and Regulations (29 CFR Part 1926), latest edition, including all subsequent revisions and updates.
- 1.1.6. United States Department of Transportation (USDOT) / Federal Highway Administration (FHWA), Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition with Revision Numbers 1 and 2 incorporated, dated May 2012. Including all subsequent revisions and updates.
- 1.1.7. Florida Department of Transportation (FDOT) Design Manual, Latest Edition including all subsequent revisions and updates.
- 1.1.8. Florida Department of Transportation (FDOT) Basis of Estimates Manual, latest edition, including all subsequent revisions and updates.
- 1.1.9. All the Broward County Traffic Engineering Publications.
- 1.1.10. Broward County Water and Wastewater Services, Minimum Design & Construction Standards.
- 1.1.11. The Manual of Uniform Minimum Standards for Design, Construction and Maintenance (Florida Greenbook), latest edition.
- 1.1.12. The Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
- 1.1.13. Broward County Traffic Engineering Division, latest publications.

SECTION C - GENERAL PAY ITEM NOTES

1. All items are to be furnished and installed (unless otherwise stated) and include all labor, equipment, materials, tools, and other incidental items that are required for installation, but not necessarily indicated or specifically called out in the specification.
2. Most pay items are referenced to a FDOT Pay Item. The FDOT Basis of Estimates and the FDOT Standard Specifications, including method of measurement and basis of payment, shall govern all pay items unless specifically superseded in these specifications.
3. The County may order partial quantities for any pay item, except Lump Sum pay items, unless otherwise indicated.
4. For all bid line items, the title and description of the pay item shall be considered descriptive of the work to be performed, unless otherwise stated in the specifications.
5. General notes listed below apply to all pay items in the Item Response Form even if the pay item

is not specifically listed below.

6. When a pay item includes removal, demolition, sweeping, vacuuming, trash pick-up, litter pick-up or similar activity where debris is collected and removed from the project site, the cost of legal disposal shall be included in the unit cost of the corresponding pay item unless otherwise indicated.
7. If a job activity can be paid through multiple pay items, only one pay item must be used. In this case, the Project Manager will select the appropriate Pay Item to pay for the work.
8. Acceptance of materials into the project will be by contractor certification or materials testing as specified in the FDOT Standard Specifications or other contract documents. The cost of all quality control and process control testing shall be included in the unit cost of each pay item. The Contractor shall make provisions for the County or the county's representative to perform verification testing of any materials incorporated into the project. The Project Manager may waive materials testing requirements at his/her sole discretion.
9. Any reference to the FDOT Specifications, refers to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, January 2022 Edition.
10. For pay items where the unit of measure is per hour, the County must be able to verify the actual quantity of hours worked by the Contractor. The Contractor agrees to give 72 hours advanced notice and coordinate the schedule of per hour work with the Project Manager.
11. Bonding cost is incidental to the unit price of each pay item.
12. The following Groups relate to the Item Response Form and the unit prices within the Group:

GROUP 1: MOBILIZATION

MOBILIZATION PAY ITEM DESCRIPTION

- (1) FDOT PAY ITEM NO. 101-1 / MOBILIZATION, NIGHT WORK AND MOBILIZE WITHIN 24 HOURS / LUMP SUM
 - a. Provide a contact available 24-hours-per-day and 7-days-per-week (including all holidays) to receive and respond in person to verbal and/or written work directions for the duration of this Contract. This contact must be available to meet with the Contract Administrator or his designee as needed and will be required to respond by telephone within 30 minutes of being notified. Advise the Contract Administrator or his designee of any changes to the telephone number for the contact and require that contact to be available by phone or other methods pre-approved by the Contract Administrator or his designee.
 - b. The unit of measure of this pay item is Lump Sum, which will be paid once per project unless otherwise authorized by the Contract Administrator or his delegate.
 - c. Unit price includes full compensation for all work described in FDOT Specification Section 101 for projects where the Contractor needs to perform work at night. However, payment will follow this specification. Each project where most of work activities are approved to

be performed during the night will be entitled 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.

- d. Full payment for this item will be made on the first invoice after mobilization.

GROUP 2: MAINTENANCE OF TRAFFIC

MAINTENANCE OF TRAFFIC GENERAL NOTES

- (1) Maintenance of Traffic (MOT) items in this Group of the electronic bid pricing sheet shall, at a minimum, comply with Section 102 of FDOT Specifications and Temporary Traffic Control sections of the MUTCD. All MOT provided under this Group shall be listed on the FDOT Approved Product List (APL).
- (2) Submit MOT plans to the Project Manager for review and approval prior to the start of work.
- (3) In no case shall work be performed without approved MOT plans.
- (4) FDOT Standard Plans Maintenance of Traffic plans may be submitted if applicable to the work being performed.
- (5) Where the FDOT Standard Plans Maintenance of Traffic plans are not applicable, MOT plans must be certified by a Professional Engineer registered in the State of Florida that maintains an Advanced MOT level certification from an FDOT approved temporary traffic control training provider.
- (6) Cost of MOT plan preparation and certification is included in the unit cost for the MOT devices included in this contract.
- (7) Requirements of the Independent Channelizing Device Supplier listed in FDOT Specifications Section 102-9 shall be performed by the Contractor.
- (8) Requests for an extension of MOT hours shall be directed to the Project Manager. Under no circumstances should it be assumed that extended hours will be granted as each request is considered on a case-by-case basis.
- (9) In emergencies where a roadway is blocked and unforeseen conditions arise that prevent completion of work before the end of the work shift, the Contractor shall obtain approval from the Contract Administrator or his designee for a plan to always maintain traffic in a safe manner in accordance with MUTCD traffic control.
- (10) No less than two weeks before lane closures, the Contractor shall notify Broward County Traffic Engineering Division at (954) 847-2600.
- (11) No less than 48 hours before lane closures, the Contractor shall notify the local municipality, utility, and other agencies as designated in the Project Documents.
- (12) If the approved MOT plan does not require law enforcement on the job site, and the Contractor desires to have law enforcement on the job site, the Contractor shall be responsible for all costs incurred by law enforcement.

MAINTENANCE OF TRAFFIC PAY ITEM DESCRIPTION

(1) FDOT PAY ITEM NO. 102-71-1B / BARRIER WALL, TEMPORARY, WATERFILLED, UP TO 30 DAYS / LINEAR FOOT

- a. Unit price includes full compensation for all work described in FDOT Specification Section 102-9. However, only APL listed Waterfilled Barrier may be used.
- b. Unit price includes anchoring the wall to meet FDOT Specification, FDOT Standard Plan and MOT plan requirements.
- c. Unit of measure for this pay item is linear feet of barrier for up to a 30-day duration. For barrier installed less than 30 days, the full 30-day duration will be paid. For barrier installed for more than 30 days payment will be prorated for the actual duration installed.

(2) FDOT PAY ITEM NO. 102-71-1B / BARRIER WALL, TEMPORARY, RELOCATE, WATERFILLED / LINEAR FOOT

- a. Unit price includes all labor, materials and equipment for removal, transport and reinstallation of Barrier Wall within the project limits, for the listed barrier type.
- b. Unit price includes anchoring the wall to meet FDOT Specification, FDOT Standard Plan and MOT plan requirements.

(3) FDOT PAY ITEM NO. 102-74-6 / CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE) / DAY

- a. Unit price includes full compensation for all work described in FDOT Specification Section 102 for Pedestrian LCD (Longitudinal Channelizing Device).

(2) FDOT PAY ITEM NO. 102-74-9 / TRAFFIC CONES / DAY

- a. Unit price includes full compensation for all labor, material, equipment, and incidentals required to properly furnish, install maintain and remove Traffic Cones. Traffic Cones must meet the requirements of FDOT Specifications Sections 120 and 990.

(3) FDOT PAY ITEM NO. 102-913-22 / REMOVABLE TAPE, WHITE OR BLACK, SKIP / LINEAR FOOT

(4) FDOT PAY ITEM NO. 102-913-21 / REMOVABLE TAPE, WHITE OR BLACK, SOLID / LINEAR FOOT

(5) FDOT PAY ITEM NO. 102-913-31 / REMOVABLE TAPE, YELLOW, SOLID / LINEAR FOOT

- a. Unit price for pay item listed above includes full compensation for all work described in the referenced FDOT pay items. However, the unit of payment is Linear Foot.

(6) FDOT PAY ITEM NO. 102-913-A / REMOVABLE TAPE, WHITE OR BLACK, OTHER / SQUARE FOOT

- a. Unit price includes all equipment, labor, materials, and incidentals to furnish and install removable black or white tape of any dimension or shape.

(7) FDOT PAY ITEM NO. N/A / FDOT CERTIFIED FLAG PERSON / HOUR

- a. Unit price includes full compensation for work performed by a FDOT certified flagman. Proof of certification must be provided to the Project Manager.
- b. Stop/Slow paddle and two-way communication devices for flagger operations is incidental to the pay item.
- c. Proof of flagger certification shall be provided to the Project Manager upon request.
- d. This pay item may only be used when the FDOT Certified Flag Person is shown in the Approved MOT Plans.

(8) FDOT PAY ITEM NO. N/A / TRUCK MOUNTED ATTENUATOR & OPERATOR / DAY

- a. Unit price includes full compensation for all work described in FDOT Specification Section 102.

(9) FDOT PAY ITEM NO. N/A / LIGHT TOWER, AMIDA / TEREX AL4000 OR EQUIVALENT / DAY

- a. Unit price of the pay item listed above includes furnish and installation of the above-specified equipment.
 - i) Four light fixtures, 1000w each
 - ii) Metal Halide
 - iii) Round aluminum reflector
 - iv) Tempered glass lens

GROUP 3: EROSION CONTROL

EROSION CONTROL GENERAL NOTES

- (1) Section 104 of the FDOT Specifications is applicable to this Group in addition to the requirements of the FDOT Erosion and Sediment Control Manual (ESCM).

EROSION CONTROL PAY ITEM DESCRIPTION

(1) FDOT PAY ITEM NO. 104-10-3 / SEDIMENT BARRIER / LINEAR FOOT

- a. Unit price includes all labor equipment, materials, and incidentals to furnish, install, maintain, and remove silt fence.

- b. Silt Fence shall be installed in accordance with the “Florida Stormwater, Erosion, and Sedimentation Control Inspectors Manual” requirements.

GROUP 4: EARTHWORK

(1) FDOT PAY ITEM NO. 110-4-10F / REMOVAL OF EXISTING CONCRETE - CURB AND GUTTER / LINEAR FOOT

- a. Unit price includes all labor, equipment, material and incidentals for removal and legal disposal of concrete curb, gutter or curb and gutter of any type.

(2) FDOT PAY ITEM NO. 110-4-10A / REMOVAL OF EXISTING CONCRETE-SIDEWALK, PAVEMENT AND SLOPE PAVEMENT ANY THICKNESS / SQUARE YARD

- a. Unit price includes all labor, equipment, material and incidentals for removal and legal disposal of concrete sidewalk, slope pavement and concrete pavement.
- b. All ancillary elements including, but not limited to reinforcing steel filter fabric or straps, etc. are incidental and included in the cost of the removal.

(3) FDOT PAY ITEM NO. 120-1 / REGULAR EXCAVATION / CUBIC YARD

- a. Unit price of the pay item listed above includes full compensation for all work described in the referenced FDOT pay item. This pay item also includes the removal and legal disposal of drainage structures, pipes, asphalt, and any other materials or structures encounter during the excavation activities.

(4) FDOT PAY ITEM NO. 285-715B / OPTIONAL BASE, BASE GROUP 15, ASPHALT BASE OPTION ONLY / SQUARE YARD

- a. Unit price includes all work listed in FDOT Specification Section 285. Only the asphalt base option for Optional Base Group 15 shall be used.

GROUP 5: PAVEMENT AND ROADWORK

PAVEMENT GENERAL NOTES

- (1) For asphalt pay items, the unit price includes all quality control and process control testing identified in the FDOT Specifications. The results of plant testing shall be provided to the Project Manager upon request. Quality control field testing as described in the FDOT specifications shall be performed by the Contractor if requested by the Project Manager. The Contractor shall make allowance for the County or the County’s representative to perform any verification testing, if desired. The unit price also 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.

- (2) CTQP qualified QC technicians shall be provided in accordance with FDOT specification 130 and 105-8.5. Cost of CTQP qualified technicians shall be included in the cost of the asphalt pay items. Roadway reports shall be prepared and submitted to the county within 24 hours after paving operations.
- (3) For milling pay items, the unit price 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 2021). 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 1,000 SY and more than 1,000 SY. The unit of payment is SQUARE YARD.

PAVEMENT AND ROAD WORK PAY ITEM DESCRIPTION

- (1) **FDOT PAY ITEM NO. 334-1-11A, 334-1-12A, 334-1-13A, 334-1-14A, OR 334-1-15A / SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, D, OR E, LESS THAN 100 TON/TON**
 - a. Unit price includes all work listed in FDOT Specification Section 334 for less than 100 tons of Traffic Level A, B, C, D or E Superpave asphalt.
- (2) **FDOT PAY ITEM NO. 334-1-11B, 334-1-12B, 334-1-13B, 334-1-14B, OR 334-1-15B / SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, D, OR E, 101 TO 500 TON / TON**
 - a. Unit price includes all work listed in FDOT Specification Section 334 for 100 to 500 tons of Traffic Level A, B, C, D or E Superpave asphalt.
- (3) **FDOT PAY ITEM NO. 334-1-11C, 334-1-12C, 334-1-13C, 334-1-14C, OR 334-1-15C / SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, D, OR E, GREATER THAN 500 TON/TON**
 - a. Unit price includes all work listed in FDOT Specification Section 334 for greater than 500 tons of Traffic Level A, B, C, D or E Superpave asphalt.
- (4) **FDOT PAY ITEM NO. 334-1-52, 334-1-53, 334-1-54, OR 334-1-55 / SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, D, OR E, PG 76-22 / TON**
 - a. Unit price includes all work listed in FDOT Specification Section 334 for Traffic Level B, C, D or E Superpave asphalt with PG 76-22 binder.
- (5) **FDOT PAY ITEM NO. 334-1-56, 334-1-57, 334-1-58, OR 334-1-59 / SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, D, E, HIGH POLYMER / TON**
 - a. Unit price includes all work listed in FDOT Specification Section 334 for Traffic Level B, C, D or E Superpave asphalt with High Polymer binder.

(6) FDOT PAY ITEM NO. 337-7-80, 337-7-81, 337-7-82, 337-7-83, 337-7-85, OR 337-7-88 / ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, C, D, OR E, FC-9.5, FC-12.5 PG 76-22 / TON

- a. Unit price includes all work listed in FDOT Specification Section 334 for Traffic Level B, C, D or E dense graded Superpave asphalt friction course with PG 76-22 Binder.

(7) FDOT PAY ITEM NO. 337-7-90, 337-7-91, 337-7-92, 337-7-93, OR 337-7-94 / ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, C, OR D FC-9.5, FC-12.5 HIGH POLYMER / TON

- a. Unit price includes all work listed in FDOT Specification Section 334 for Traffic Level B, C, D or E dense graded Superpave asphalt friction course with High Polymer Binder.

(8) FDOT PAY ITEM NO. 350-6 / CLEANING AND SEALING RANDOM CRACKS IN EXISTING CONCRETE PAVEMENT-REHAB / LINEAR FOOT

- a. Unit price includes all labor, materials, and equipment necessary to complete this work. All cracks and joints on concrete and asphaltic concrete surfaces shall be cleaned by removing vegetation, then spraying with an herbicide approved by the Florida Department of Agriculture. Use products found on the following website, <http://state.ceris.purdue.edu/>

(9) FDOT PAY ITEM NO. 352-70 / GRINDING CONCRETE PAVEMENT / SQUARE YARD

- a. Unit price for this pay item includes all equipment, materials, labor, and incidental for concrete hand grinding. Unit price includes grinding up to 1" depth. Concrete grinding greater than 1" depth shall be paid as a multiple of the pay item (example 1 SF of 1.5" concrete grinding will be paid as 1.5 SF). Representative work for this pay item includes concrete grinding of sidewalk, curb, drainage inlets or similar to create a level surface. The contractor shall use water or other means to mitigate concrete dust.

(10) FDOT PAY ITEM NO. N/A / QUALIFIED CONSTRUCTION TRAINING QUALIFICATION PROGRAM (CTQP) ASPHALT PAVING LEVEL II TECHNICIAN / HOUR

- a. 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.

(11) FDOT PAY ITEM NO. N/A / REPLACE MANHOLE COVER AND RING (SET) / EACH

- a. 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 EACH.

(12) FDOT PAY ITEM NO. N/A / MINOR INLET-TOP REPAIR (NO REINFORCEMENT REPAIR) / EACH

- a. Unit price of pay item listed above includes full compensation for all work, labor, material, and equipment necessary to perform inlet-top repairs where reinforcement is in good condition. Repair materials shall conform to FDOT Standard Specifications Section 930. Work includes repair of any cracking, surface pits, and peeling.

(13) FDOT PAY ITEM NO. N/A / MAJOR INLET-TOP REPAIR (REINFORCEMENT REPAIR) / EACH

- a. Unit price of pay item listed above includes full compensation for all work, labor, material, and equipment necessary to perform inlet-top repairs where reinforcement is not in good condition. Repair materials shall conform to FDOT Standard Specifications Section 930. Work includes repair of any cracking, surface pits, and peeling. For any permanent exposed steel where the galvanized coating has been damaged and oxidized, steel must be removed and replaced as directed by COUNTY PROJECT MANAGER.

GROUP 6: CONCRETE

CONCRETE GENERAL NOTES

- (1) For concrete pay items, the unit price includes all quality control and process control testing identified in the FDOT Specifications. All quality control testing as described in the FDOT specifications shall be performed by the Contractor if requested by the Project Manager. The Contractor shall make allowance for the County or the County's representative to perform any verification testing, if desired.
- (2) ADA Compliant Curb Ramps: Payment for these items includes the removal, compacting, forming, placing concrete, placing detectable warning surfaces, and finishing of each of the curb ramp types referenced on the electronic bid pricing sheet. FDOT Standard Specification 522, and FDOT Standard Index 304 shall apply. Detectable warning areas and curb ramp dimensions are shown in the referenced standard for estimating purposes only. These items include the redressing of adjacent curbs to match the new grades of the curb ramps proposed.

CONCRETE PAY ITEM DESCRIPTION

(1) FDOT PAY ITEM NO. 522-2A / CONCRETE SIDEWALK AND DRIVEWAYS, 6 THICK / SQUARE YARD

- a. Unit price includes full compensation for all work described in FDOT Specification Section 522. Sidewalk and driveways shall be 6" minimum thickness. Curb ramps and detectable warning installation are not included under this pay item.

(2) FDOT PAY ITEM NO. 522-2B / CONCRETE SIDEWALK, 8 THICK / SQUARE YARD

- a. Unit price includes full compensation for all work described in FDOT Specification Section 522. Sidewalk shall be 8" minimum thickness. Curb ramps and detectable warning installation are not included under this pay item.

(3) FDOT PAY ITEM NO. 522-2C / CONCRETE SIDEWALK, 10 THICK / SQUARE YARD

- a. Unit price includes full compensation for all work described in FDOT Specification Section 522. Sidewalk shall be 10" minimum thickness. Curb ramps and detectable warning installation are not included under this pay item.

(4) FDOT PAY ITEM NO. N/A / DETECTABLE WARNING ON EXISTING WALKING SURFACE, CAST-IN-PLACE / SQUARE FOOT

- a. Unit price includes full compensation for all work described in FDOT Specification section 527. except that the detectable warning shall be cast-in-place and the unit of measurement is square feet of installed detectable warning.
- b. Existing concrete removal will be paid under a separate pay item.

(5) FDOT PAY ITEM NO. N/A / ADA COMPLIANT CURB RAMP, SINGLE DIRECTION / EACH

- a. Unit price includes all equipment, materials and labor to construct an ADA compliant Single Direction Curb Ramp.
- b. All concrete work shall meet the requirements of FDOT Specifications section 522.
- c. Detectable warning installation shall be cast-in-place and meet the requirements of FDOT Specification section 527.
- d. Ramp must conform to FDOT Standard Plan Indexes or a variation as specified by the Project Manager.
- e. Ramp size shall not exceed 100 SF.

(6) FDOT PAY ITEM NO. NA / ADA COMPLIANT CURB RAMP, TWO DIRECTION / EACH

- a. Unit price includes all equipment, materials and labor to construct an ADA compliant Two-Direction Curb Ramp.
- b. All concrete work shall meet the requirements of FDOT Specifications section 522.
- c. Detectable warning installation shall be cast in place and meet the requirements of FDOT Specification section 527.
- d. Ramp must conform to FDOT Standard Plan Indexes or a variation as specified by the Project Manager.
- e. Ramp size shall not exceed 200 SF.

(7) FDOT PAY ITEM NO. 523-1-3 / PATTERNED PAVEMENT, VEHICULAR AREAS- GREEN BIKE LANE / SQUARE YARD

- a. Unit price includes full compensation for all work described in the referenced FDOT pay item. This pay item is primarily intended for green pavement in bike lanes but may apply to other applications. Only Traffic Patterns XD, specified in APL 523- 000-009, or an equivalent as determined by the sole discretion of the Contract Administrator, will be accepted for this pay item.

(8) FDOT PAY ITEM NO. 570-1-2 / PERFORMANCE TURF, SOD / SQUARE YARD

- a. The Project Manager may request the installation of Mimosa Strigillosa in lieu of Bahia or St. Augustine.

GROUP 7: SIGNS

SIGNS GENERAL NOTES

- (1) All sign installations shall meet the Broward County Traffic Engineering, Ground Sign Assembly Details, unless otherwise indicated.
- (2) All sign panels shall meet Broward County Traffic Engineering Specifications for Retroreflective Traffic Sign Materials requirements.
- (3) All ground mounted signs are to be installed meeting the Broward County Traffic Engineering, Ground Sign Assembly Details for the square anchor installation. Signs requiring the Triangular slip base will be paid as the ground mounted sign pay item plus the triangular slip base pay item.

SIGNS PAY ITEM DESCRIPTION

(1) FDOT PAY ITEM NO. 700-2-A / MULTI-POST SIGN, GROUND MOUNT, UP TO 50 SF/ASSEMBLY

- a. Unit price includes all equipment, labor, materials, and incidentals to furnish and install a multi-post sign with a sign panel up to 50 square feet.

(2) FDOT PAY ITEM NO. N/A / SIGN PANELS, 15 OR LESS SF / ASSEMBLY

- a. Unit price includes relocation of an existing sign panel. New hardware including but not limited to bolts, nuts, and washers, shall be used when relocating the sign panel. Attachment hardware shall meet the requirements specified for new installation.

(3) FDOT PAY ITEM NO. N/A / SIGN PANELS, 16-100 SF / ASSEMBLY

- a. Unit price includes relocation of an existing sign panel. Relocation includes removal of the existing sign and mounting hardware and reinstallation of the existing sign with new mounting hardware.

(4) FDOT PAY ITEM NO. N/A / SIGN PANELS, RELOCATE, 15 OR LESS SF / EACH

(5) FDOT PAY ITEM NO. N/A / SIGN PANELS, RELOCATE, 16-100 SF / EACH

(6) FDOT PAY ITEM NO. N/A / SIGN PANELS, REMOVE / EACH

- a. Unit price of pay items listed above includes removal or relocation of sign panels from any signposts.

GROUP 8: PAVEMENT MARKING

PAVEMENT MARKING GENERAL NOTES

- (1) Within 72 hours of thermoplastic application, the contractor shall perform reflectivity testing and thickness measurements on all striping. The contractor shall notify the Project Manager 24 hours in advance of the testing and coordinate with the County to have someone observe the testing.
- (2) The contractor shall submit a certified copy of the reflectivity and thickness measurements to the Project Manager within 7 days of striping application.
- (3) For painted pavement marking and thermoplastic pavement marking pay items, the unit price includes full compensation for furnishing and installing painted pavement marking and thermoplastic pavement markings during milling and resurfacing operations as described in the referenced FDOT pay item with the exception that the foot measurement does not include the unmarked gaps for skip and dotted lines.
- (4) 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 LINEAR FOOT. 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 July 2022).

PAVEMENT MARKING PAY ITEM DESCRIPTION

(1) FDOT PAY ITEM NO. 710-11-190 OR 710-11-290 / PAINTED PAVEMENT MARKINGS-STANDARD, WHITE OR YELLOW, ISLAND NOSE / SQUARE FOOT

- a. Unit cost includes all materials, equipment, labor, and incidentals for applying thermoplastic pavement marking to island nose, where specified in the Project Documents.

(2) FDOT PAY ITEM NO. 711-17-1 / THERMOPLASTIC, REMOVE / SQUARE FOOT

- a. Pavement markings shall be removed from indicated areas by water-blasting or methods acceptable to the Project Manager that cause negligible damage to existing pavements, or surface texture. If excessive damage, as determined by the County, results from the pavement marking removal operation, Vendor shall repair, at their expense, damage caused by the removal work. Pavement repair method shall be approved by the Project Manager. Excessive damage can be defined as any result whereby concrete pavement is removed more than 1/8-inch in depth or asphalt pavement, after adequate clean-up, has exposed aggregate, a majority of which can be loosened by light brushing or abrasion. Grooved surfaces shall maintain their functionality, i.e., water shall be able to run off the surface without puddling.
- b. Unit price includes all equipment, materials, labor and mobilization to complete task.

(3) FDOT PAY ITEM NO. N/A / MINIMUM CHARGE FOR STRIPING FOR EACH PROJECT / EACH

- a. Unit price 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.

GROUP 9: MISCELLANEOUS

MISCELLANEOUS PAY ITEM DESCRIPTION

(1) FDOT PAY ITEM NO. N/A / PORTABLE TOILET, SINGLE STALL / WEEK

- a. Unit price includes 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](https://www.flrules.org/gateway/RuleNo.asp?title=STANDARDS%20FOR%20ONSITE%20SEWAGE%20TREATMENT%20AND%20DISPOSAL%20SYSTEMS&ID=64E-6.0101)).

(2) FDOT PAY ITEM NO. N/A / SURVEY WORK, SIGNED & SEALED DRAWINGS / HOUR

- a. Unit price of the pay item listed above includes full compensation for work performed by a professional Florida State licensed land surveyor and equipment. All labor, material, and equipment are included under this pay item. Proof of Florida State Land Surveyor license must be provided to the Project Manager. Up to five signed and sealed sets in a format specified by the Project Manager are required.
- b. Payment for the Survey Work, Signed & Sealed Drawings will be per hour for hours actually worked and verified.

(3) FDOT PAY ITEM NO. N/A / SURVEY FIELD WORK, 3-PERSON CREW / HOUR

- a. Unit price of the pay item listed above includes full compensation for work performed by a minimum of a 3-person crew. All labor, material, and equipment are included under this pay item. Proof of Florida State Land Surveyor license must be provided to the Project Manager.
- b. Payment for the Survey Field Work, 3-person Crew will be per hour for hours actually worked and verified. No additional payment to be made for travel time to and from jobsite.
- c. Unit price of the pay item listed above includes full compensation for work performed by a minimum of a 3-person crew. All labor, material, and equipment are included under this pay item. Proof of Florida State Land Surveyor license must be provided to the Project Manager.
- d. Payment for the Survey Field Work, 3-person Crew will be per hour for hours actually worked and verified. No additional payment to be made for travel time to and from jobsite.

(4) FDOT PAY ITEM NO. N/A / SKILLED LABOR / HOUR

- a. Provide skilled labor to perform tasks not specifically covered by any Pay Item in this Contract. The Project Manager has the sole discretion to approve the task performed by the Skilled Laborer.
- b. Representative work for a Skilled Laborer is work that typically requires a county or state license, such as a carpenter or a plumber, where payment is not covered elsewhere in the contract.
- c. Payment for the Skilled Laborer will be per hour for hours actually worked and verified.

(5) FDOT PAY ITEM NO. N/A / ADDITIONAL LABORER / HOUR

- a. Provide unskilled labor to perform tasks not specifically covered by any Pay Item in this Contract. The Project Manager has the sole discretion to approve the task performed by the Laborer.
- b. Payment for the Laborer will be per hour for hours actually worked and verified.
- c. The Laborer shall be able to climb ladders, lift at least 75 pounds, and have a general familiarity with common construction methods.

(6) FDOT PAY ITEM NO. N/A / HANDGRADING / HOUR

- a. Unit price includes all equipment, labor, materials and incidentals to add, remove or relocate soil to achieve a level surface.
- b. More than 4" of soil added or removed will be paid as embankment or excavation, respectively.

GENERAL CONDITIONS

Quotation Requests and Invitations to Bid

These General Conditions apply to all Quotation Requests and Invitations to Bid (each a “solicitation”) issued by Broward County (the “County”) unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitation by indicating such change in the Special Instructions to Vendors. The submission by any vendor (“Vendor”) of a response to the solicitation (“response”) constitutes Vendor’s offer to the County to contract with the County and includes as a material part of that offer Vendor’s agreement that these General Conditions, along with all other provisions included in the solicitation and the pricing stated in Vendor’s response, will constitute the contract between the Vendor awarded the solicitation (“Contractor”) and the County, and shall prevail over any conflicting provision in any quotation, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modification to these General Conditions or the language of the solicitation by Vendor is prohibited, unenforceable, and may render Vendor’s response nonresponsive.

The Broward County Procurement Code (“Procurement Code”), Chapter 21 of the Broward County Administrative Code, is applicable to this solicitation, and can be obtained from the Purchasing Division’s website at: www.broward.org/purchasing. Submission of a response constitutes Vendor’s agreement to be bound by the Procurement Code as applied to this solicitation.

A. GENERAL PROVISIONS

1. Effect of Vendor’s Signature on Vendor’s Response.

By Vendor including its digital or electronic signature on the response:

- (a) Vendor represents and certifies that the representations in Section A.2 of these General Conditions are true and accurate;
- (b) Vendor acknowledges, accepts, and agrees that the solicitation is governed by the Terms and Conditions of the Solicitation stated herein; and
- (c) **VENDOR ACKNOWLEDGES, ACCEPTS, AND AGREES THAT, IF AWARDED THE SOLICITATION BY THE COUNTY’S ACCEPTANCE OF VENDOR’S OFFER AS SET FORTH IN ITS RESPONSE, VENDOR IS LEGALLY BOUND TO THESE GENERAL CONDITIONS, SPECIAL INSTRUCTIONS, AND THE SPECIFICATIONS OF THIS SOLICITATION, INCLUDING WITHOUT LIMITATION THE TERMS AND CONDITIONS OF CONTRACT STATED HEREIN.**

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

- (a) The individual submitting the response is authorized to sign on Vendor’s behalf and has actual legal authority to bind Vendor to the solicitation’s terms. Vendor acknowledges and agrees that electronic signatures or digital signatures shall have the same legal effect as a handwritten signature.
- (b) Vendor’s response is made without prior understanding, agreement, or connection with any other vendor submitting a response to the solicitation regarding either vendor’s response, and is in all respects fair and without collusion or fraud.
- (c) Vendor is neither delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, nor in default of any contractual or regulatory obligation to the County.
- (d) No owner, principal, officer, director, or member of Vendor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with the County within the last three (3) years, unless otherwise noted in Vendor’s response.

(e) All statements in Vendor's response are accurate, true, and correct. Vendor acknowledges that any inaccurate, untruthful, or incorrect statement made in its response may be used by the County as a basis for rejection; rescission of contract award; or termination of the contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant to the Procurement Code.

(f) Vendor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to provide and perform all goods and services required under the solicitation and that each person and entity that will provide goods or services under the contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such goods or services.

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

Responses must be submitted electronically through the County's designated electronic bidding system ("EBS"). It is Vendor's responsibility to ensure its response is submitted and received through the EBS by the date and time specified in the solicitation. The County will not consider responses received by other means or after the time that solicitations are due. All timeframe references are to Eastern Time. The official time for electronic submittals is the EBS's servers, as synchronized with the atomic clock. Any response that seeks to modify or take exception to the official time shall be deemed nonresponsive.

The County is a public agency subject to Chapter 119, Florida Statutes. Any material submitted in Vendor's response is a public record available for public inspection and copying pursuant to Section 119.071, Florida Statutes. If Vendor contends any material constitutes or contains trade secrets or is otherwise exempt from disclosure under Florida public records laws (collectively, "Trade Secret Materials"), Vendor must separately submit and conspicuously label the Trade Secret Materials as "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." Unless submitted in accordance with this paragraph, Vendor waives any claim of confidentiality or trade secret with respect to any and all information included in the Vendor's response. If a third party submits a public records request for Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Vendor, and Vendor must indemnify and defend County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of the Trade Secret Materials in response to a public records request by a third party.

2. Withdrawal.

Unless otherwise expressly permitted under the Procurement Code, Vendors may not withdraw their responses after the deadline for responses to the solicitation until 120 days after the deadline for filing responses to the solicitation. Any response that seeks to modify or take exception to this provision shall be deemed nonresponsive. Violation of this section may subject Vendor to suspension or debarment, and shall entitle the County to execute on Vendor's posted bid security.

3. Bid Opening (Invitations to Bid only).

All responses to Invitations to Bid shall be publicly opened in the public domain or as otherwise designated in the solicitation. The Purchasing Division will decrypt responses received in the EBS immediately following the deadline for bid responses.

4. Cancellation of Solicitation.

The Director of Purchasing may cancel a solicitation at any time before the deadline for responses.

5. Addenda.

The County reserves the right to amend this solicitation prior to the deadline for Vendor responses by issuing written addenda to the solicitation. If, upon review, a Vendor finds a nonclerical error in an addendum, that Vendor must contact the Purchasing Division immediately, prior to opening date, to allow the County to review the alleged error and to issue any clarification, if the County determines that a clarification is necessary. Vendors are responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda are incorporated into the Terms and Conditions of the Solicitation.

6. Prices.

All responses must include firm prices, which must include all handling, set up, shipping, and inside delivery charges to the destination specified in the solicitation, unless otherwise indicated in the solicitation.

(a) **Certification of Prices:** Vendor certifies that the prices it is proposing in its response are not higher than the prices at which Vendor sells the same goods and/or services in approximately similar quantities, under similar terms and conditions, to any other purchaser.

(b) **F.O.B. Destination:** Unless otherwise specified in the solicitation, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Taxes:** The County is exempt from federal and Florida taxes on direct purchases of tangible property. The County's tax exemption number will appear on the County's purchase order. Vendor must pay all applicable sales, consumer, land use, or other similar taxes required by law.

(d) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered by the County in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation.

(e) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure to examine all pertinent documents shall not entitle vendors to relief from any provision or any requirement of this solicitation. Mathematical errors, other than in unit prices, may be deemed clerical errors and are subject to correction by the County at the County's sole discretion. If there is a mistake in the extended price (i.e., unit price multiplied by quantity), the unit price shall govern.

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest responsive and responsible Vendor. When two or more Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include in its response prices for all items within the group.

A Vendor desiring to offer "No Charge" on an item in a group of goods/services must so indicate by placing a \$0.00 in the offer field for that item, and enter "No Charge" in the "Notes for Buyer" section in the EBS. If a Vendor does not comply with these requirements, its response with respect to that group of goods/services will be deemed incomplete and may be rejected. However, if Vendor(s) do not offer all items within a group, the County may issue an award on one or more items 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 Broward County Board of County Commissioners ("Board"), as applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

8. Qualifications of Vendors.

The County will only award a contract to a Vendor that is normally engaged in providing the types of commodities, services, or construction specified in the solicitation. Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect Vendor's facilities, equipment, personnel, and organization, or to take any other action necessary to determine Vendor's ability to perform in accordance with the solicitation's specifications, terms, and conditions, and Vendor's submittal of its response to the solicitation shall be deemed to constitute Vendor's consent to such inspection. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any Vendor nonresponsible where evidence or evaluation is determined to indicate insufficient or uncertainty regarding capacity or ability to perform. The County may also consider a Vendor's history of any and all types of citations, orders, judgments, and/or violations, including those relating to suspensions, debarments, or environmental regulations, in determining responsibility. Vendors must submit with their 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 rejection of Vendor's response and constitutes grounds for termination of Vendor's contract if awarded the solicitation. Vendor shall notify the County immediately of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time prior to award of the contract.

9. Affiliated Entities.

Each Vendor must disclose in its response the names and addresses of its principals and identify all affiliates of Vendor at any time in the five (5) years preceding the date the solicitation was posted. For purposes of this section: (a) "principal" is an individual who is an officer or member of Vendor, or an owner of at least 10% of the equity interest of Vendor; (b) "affiliate" is any entity that directly or indirectly controls, is controlled by, or is under common control with, Vendor or principal(s) of Vendor; and (c) "control" means (i) ownership, directly or indirectly, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or (ii) status as a general partner in the case of a partnership, or (iii) any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of the entity, or (iv) in the case of a corporation or a partnership, if the abovementioned applicable level of ownership or control is prohibited in any country where the entity is organized or maintains its headquarters or principal place of business, then the maximum ownership or control level for the entity permitted in that country.

10. Resolution of Protested Solicitations and Proposed Awards.

In accordance with Sections 21.65 through 21.67 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following shall apply:

(a) Any protest concerning the solicitation's specifications or requirements (or any addendum thereto) must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (5th) business day after the solicitation or addendum is posted on the EBS.

(b) Any protest concerning a proposed award or ranking must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (5th) business day after the proposed award or ranking is posted on the Purchasing Division's website.

(c) The protest must be made in writing and must specify the grounds for protest in accordance with Section 21.66 of the Procurement Code.

(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., except County holidays. Failure to timely file a protest within the timeframes specified constitutes a waiver of the right to protest. Pursuant to Section 21.71 of the Procurement Code, the filing of a protest is a remedy that must be exhausted before filing an appeal or civil action.

(e) As a condition of initiating any protest, the protestor must present the Director of Purchasing with a filing fee. The filing fee is calculated based on 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 will accept money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
Mandatory Bid Amount up to \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

11. Public Entity Crimes; Public Business Discrimination; Foreign Country of Concern.

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Vendor represents and certifies that it is not ineligible to contract with the County on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and if awarded the contract will remain for the duration of the contract, in full compliance with Section 286.101, Florida Statutes. Violation of this section shall result in cancellation of Vendor's contract, and may result in suspension and/or debarment.

12. Prohibited Telecommunications Equipment.

Vendor represents and certifies that it and its applicable subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that, if awarded this solicitation, Vendor and its applicable subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of any contract resulting from this solicitation.

13. Criminal History Screening Practices.

By submission of its response to this solicitation, Vendor represents and certifies that it has implemented, or will implement upon award of the contract, policies, practices, and procedures that preclude inquiry into an employment applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

14. Construction Apprenticeship Program (Construction Contracts only).

If the solicitation is for a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Vendor represents and certifies that it shall comply for the duration of the contract, if awarded, with Sections 26-8 through 26-11 of the Broward County Code of Ordinances regarding the Construction Apprenticeship Program.

15. State of Florida Division of Corporations Requirements.

Vendor must comply with all state and local business licensing requirements. All corporations, partnerships, and other business entities must have the authority to transact business in the State of Florida and must be in good standing with the Florida Secretary of State before responding to this solicitation. A Vendor that does not comply with the provisions of this section may be deemed nonresponsive to the solicitation.

16. Cone of Silence Ordinance (Invitations to Bid).

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff or with certain County personnel. However, Vendors may communicate with a representative of the Office of Economic and Small Business Development (“OESBD”) (telephone (954) 357-6400) at any time regarding a solicitation or regarding participation of Small Business Enterprises, County Business Enterprises, Disadvantaged Business Enterprises, or Airport Concessions Disadvantaged Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other specific County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances). Any violation of the Cone of Silence Ordinance by Vendor or any representative of 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 the Office of Professional Standards determines that a violation has occurred, a fine shall be imposed against Vendor as provided in the Broward County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Cone of Silence Ordinance voidable, at the sole discretion of the Board.

17. Contingency Fees.

Vendor certifies it has not paid and will not pay any contingency fees (sometimes known as a finder’s fee) to any person or organization, other than a bona fide employee working solely for 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 suspension and/or debarment of Vendor. This provision does not apply to fees paid to an insurance broker in connection with a solicitation to provide insurance coverage to the County.

18. Local Business Tax Receipt Requirements.

Unless exempt under applicable law, any Vendor 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 (“Business Tax Receipt”) prior to recommendation for award. Unless exempt, Vendors that do not have a current Business Tax Receipt may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

19. Dun & Bradstreet Report Requirement.

The County may review any Vendor’s Dun & Bradstreet rating and payment performance to assist in determining a Vendor’s responsibility regarding this solicitation.

20. Samples.

Samples or drawings, when required, shall be provided to the County 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 Vendor, they shall be considered as abandoned, and the County shall have the right to dispose of them as its own property.

21. “Or Equal” Clause.

Whenever a material, article, or piece of equipment is identified in the solicitation by reference to a manufacturer or brand name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words “no substitution is permitted,” any material, article, or piece of equipment of any other manufacturer or brand that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that

the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

22. Legal Requirements.

Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations, including the Procurement Code, shall govern development, submittal, and evaluation of responses, and shall govern any and all claims and disputes that may arise between Vendor(s) and the County or its officers, employees, and/or authorized representatives. Lack of knowledge by any Vendor of any applicable law, rule, or regulation shall not constitute a recognizable defense against the legal effect thereof.

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by mutual consent of County and Contractor for up to two (2) additional one (1) year renewal terms. The total contract period, inclusive of the above-referenced renewal terms, shall not exceed five (5) years, unless renewed or extended pursuant to action by the Board. The continuation of the contract beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

If the Director of Purchasing determines to renew the contract as set forth above, the County will provide Contractor with notice of the County's intent to renew in advance of the contract expiration date. If Contractor consents to the renewal or otherwise confirms the request to renew (which may be done electronically), the contract shall be renewed for the stated period. All prices, terms, and conditions of the contract shall remain firm for any renewal period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not renew the contract, or if no further renewal of the contract period is available, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for an extension period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such performance during the extension period at the rate in effect when the Director of Purchasing directed Contractor to continue performance for an extended period beyond the contract expiration date.

2. Orders and Quantities. The contract may be for: (a) a definite quantity; (b) an open-end/indefinite quantity; or (c) all of the County's requirements. The Special Instructions specify the applicable contract type and the associated terms and conditions, which shall govern the contract.

3. Invoice and Payment.

Contractor may submit invoices for payment no more often than on a monthly basis, but only after the goods or services for which the invoices are submitted have been delivered or completed. If subcontractor or supplier fees or costs are included in a Contractor invoice to the County, Contractor must submit a Certification of Payments to Subcontractors and Suppliers with each such invoice in the form provided by the County. Contractor must pay subcontractors and suppliers within fifteen (15) days following receipt of payment from the County for such subcontracted work or supplies. The certification shall be accompanied by a copy of the notification sent to each unpaid subcontractor listed on the form, if any, explaining the good cause why payment has not been made to that subcontractor.

The County shall pay for all goods and services received and accepted by the County in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section 1-51.6, of the Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay Contractor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number. The County will only accept and pay for goods delivered or services performed by Contractor within the contract period, including any extensions or continued performance as directed by the Director of Purchasing.

4. Termination.

(a) **Availability of Funds.** In the event funds for the contract are not made available or otherwise allocated by the Board, the County may terminate the contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Board shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance.** The County may terminate the contract for cause if Contractor is in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator 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 breaches of the provisions of the contract notwithstanding whether any breach was previously waived or cured.

(c) **For Convenience.** The County may terminate the contract for convenience upon no less than thirty (30) days written notice. If the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed prior to the termination date specified in the notice from the County. However, upon being notified of the County's election to terminate, unless directed otherwise in writing by the County, Contractor 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 or damages for Contractor's reliance on continued performance of the contract beyond the effective date of the termination for convenience. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from the County for the County's right to terminate the contract for convenience, the receipt and adequacy of which are hereby acknowledged.

5. 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 must be the current standard production model available at the time of Contractor's response. The goods must be suitably packaged for shipment by common carrier. Each container, or multiple units or items otherwise packaged, must bear a label or otherwise legible marking stating the name of Contractor (or the manufacturer or supplier), the purchase order number, and any other information required by the solicitation's specifications.

6. Safety Standards.

Unless otherwise specified in the solicitation, all goods and services, including manufactured items and fabricated assemblies, shall comply with applicable requirements of the Occupational Safety and Health Act ("OSHA") and all 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. Pursuant to OSHA 29 CFR § 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance provided or delivered pursuant to this solicitation to the County must be compliant with the Global Harmonized System ("GHS") for Hazard Communication accompanied by a Safety Data Sheet ("SDS") consisting of 16 sections, which SDS must be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, Florida 33301-1803.

7. Rejection of Nonconforming Items.

The County may withhold acceptance of or reject any items that the County determines do not meet the specification requirements of the solicitation. Upon written notice from County, Contractor must remove the rejected items at its own expense within five (5) calendar days after the County's notice of rejection and then replace them at its own expense with items that meet the specification requirements of the solicitation. Any items not removed by Contractor within thirty (30) days after the County's notice of rejection shall be considered abandoned, and the County may dispose of them in any manner it sees fit. The County shall not be required to give written notice of rejection with respect to foodstuffs, medication, or other perishable goods. With respect to foodstuffs, medication, and other perishable goods, the County may provide verbal notification of rejection, in response to which Contractor must immediately remove and replace the rejected goods at its sole expense. Contractor's failure to provide conforming items, failure to meet the timeframes for removal and replacement specified in this section may result in Contractor being found in breach of contract.

8. Inspection, Acceptance, and Title.

Inspection and acceptance will be at the delivery destination specified in the solicitation, unless otherwise stated in the purchase order. Title and risk of loss or damage to all items shall be the responsibility of Contractor until such items are accepted by the County.

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

In the event any applicable law or regulation requires substitution of the goods or services required by the solicitation (or alteration of the material quality, workmanship, or performance of such goods or services) prior to delivery of same, Contractor must immediately notify the County in writing of the specific law or regulation requiring such substitution or alteration. The County reserves the right to accept any such substitution or alteration, including any price adjustments occasioned thereby, or to terminate the contract without liability and at no further expense to the County. For the duration of the contract, neither Contractor nor its subcontractors shall use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Additionally, Contractor represents and certifies that if Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during the term of the contract, or if Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall promptly report the information in 48 CFR § 52.204-25(d)(2) to the County.

10. Insurance.

Contractor shall, at its sole expense, maintain the minimum insurance coverages required in the solicitation in accordance with the terms and conditions of this section. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with the contract. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured on all required policies. Contractor shall ensure that all required insurance coverages remain in full force and effect for the duration of the contract and until all performance required by Contractor has been completed. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by the County's Risk Management Division. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County and agrees to obtain same in an endorsement of Contractor's insurance policies.

11. Indemnification.

(a) **Contracts other than construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the contract, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with the contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the 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 solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

(b) **Construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify and hold harmless the County and its current, past, and future 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 conduct of Contractor or other persons employed or utilized by Contractor in the performance of the contract. The provisions of this section shall survive the expiration or earlier termination of the contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the County.

12. Notice.

Notice to the County or Contractor must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below (for the County) or stated in the solicitation (for Contractor), and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For the County:

Broward County

Director, Broward County Purchasing Division

115 S. Andrews Avenue, Room 212

Fort Lauderdale, Florida 33301-1801

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

13. 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THE CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

14. Patents and Royalties.

Contractor, without exception, shall indemnify, hold harmless, and defend the County, and all of the County's current, past, and future officers, agents, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection with the contract or the goods or services provided pursuant to the contract. This provision shall survive the expiration or earlier termination of the contract.

15. Assignment; Subcontractors.

Except for subcontracting approved by the County in advance, neither the contract nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of the County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the contract, and permit the County to immediately terminate the contract, in addition to any other remedies available to the County at law or in equity. The County may condition any consent required under this section upon review of any documentation reasonably requested by the County and/or payment by Contractor of a fee in an amount specified by the County to cover costs incurred by the County in evaluating the transaction for which consent is requested.

16. Equal Employment Opportunity.

Contractor shall not discriminate against any employee or applicant for employment based on race, religion, age, color, sex, gender, national origin, sexual orientation (including as provided in Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental disability. Contractor shall also take affirmative action to ensure that employees are treated during their employment, without regard to their race, religion, age, color, sex, gender, national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, as well as selection of training, including apprenticeship. Contractor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment.

Contractor must include the foregoing requirements of this Section C.16 in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 CFR Parts 23 and 26, as applicable. Contractor must ensure subcontractors and subconsultants, if any, are aware and comply with the requirements of this section. Failure to comply with above requirements is a material breach of the contract and may result in contract termination or such other remedy as the County deems appropriate, all of such remedies being cumulative.

17. Criminal History Screening. *[Generally applicable to contracts over \$100,000]*

Unless exempted under Section 26-125, Broward County Code of Ordinances, Contractor certifies and represents that it shall comply with Section 26-125(d) of the Broward County Code of Ordinances prohibiting inquiry into the criminal history of an employment applicant until the applicant is selected as a finalist and interviewed for the position. Violation of this section shall constitute a material breach of contract, entitling Broward County to pursue any remedy permitted under the contract or applicable law.

18. Purchase by Other Governmental Agencies.

Contractor understands and agrees that any other governmental unit may enter into a contract with Contractor on the same terms and conditions as Contractor's contract with the County. However, any such governmental unit must establish its own contract with Contractor, place its own orders, issue its own purchase orders, be separately invoiced by Contractor, make its own payments, and issue its own exemption certificates as required by Contractor. Contractor understands and agrees that the County is not and will not be a legally bound party to any contractual agreement made between any other governmental unit and Contractor as a result of this solicitation, and that no other governmental unit is an implied or intended third-party beneficiary of the contract between the County and Contractor.

19. Public Records.

Pursuant to Chapter 119, Florida Statutes, Contractor and all subcontractors and subconsultants retained by Contractor for performance of the contract, shall comply with Florida's Public Records Law, including as follows:

- (a) Keep and maintain public records required by the County to perform the services;
- (b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract and following completion or termination of the contract if the records are not transferred to the County; and
- (d) Upon completion or termination of the contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

A request for public records regarding the contract must be made directly to the County, who will be responsible for responding to any such public records requests. Contractor must provide any requested records to the County to enable the County to respond to the public records request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006, PURCHASINGINFORMATION@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

20. Audit Right and Retention Records.

The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to the contract. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the contract and performance under the contract. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its subcontractor shall make same available in written form at no cost to the County. Contractor shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the contract for at least three (3) years after expiration or termination of the contract or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by the County). Contractor hereby grants the County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by the County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment made by the County based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to the County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by the County, Contractor shall reimburse County for the reasonable actual cost of the County's audit. In addition, at the County's option, Contractor shall remit the amount of overcharges to County or County shall deduct such overcharges from future payments made by County to Contractor. Any remittances due by Contractor as a result of such audit or inspection shall be made within thirty (30) days after presentation of the County's findings to Contractor.

21. Ownership of Documents.

All finished or unfinished documents, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by Contractor in connection with the contract shall become the property of the County upon the expiration or termination of the contract, whether the project for which they are made is completed or not. Contractor must deliver all such materials to the Contract Administrator prior to contract expiration or within fifteen (15) days after Contractor's receipt of a written notice of termination. The County may withhold any payments due to Contractor until Contractor complies with the provisions of this section.

22. Special Notice.

In accordance with 29 CFR § 1926.1101(k)(2), Contractor is hereby notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

23. Contractor Responsibilities; Time is of the Essence; Waiver; Remedies.

Unless otherwise stated in the solicitation, Contractor will be responsible for the provision, installation, and performance of all equipment, materials, goods, and services offered in its response, even if such materials or equipment is not of their own manufacture or such services are not being performed by Contractor's own employees. Time is of the essence in performing the duties, obligations, and responsibilities required by Contractor under the contract. The County's election not to enforce any particular breach(es) does not

waive the County's right to enforce any other breach(es) and shall not be construed as a modification of the contract. All remedies provided in these General Conditions are cumulative.

24. Warranties and Guarantees.

Contractor shall obtain all applicable manufacturers' warranties and guarantees of the equipment and materials required by this solicitation and resulting orders under this solicitation for the benefit of, and in the name of, Broward County. Contractor shall deliver documentation of such warranties and guarantees to the point of delivery specified in the solicitation.

25. Independent Contractor.

The relationship between the County and Contractor is an independent contractor relationship, and nothing in the contract shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing goods or services as specified in the solicitation, neither Contractor nor its agents shall act as officers, employees, or agents of the County. Contractor shall not have the right to bind the County to any obligation not expressly undertaken by the County under the contract.

26. Regulatory Capacity.

Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under the contract is as a Party to the contract and not in its regulatory capacity. If the County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall be made pursuant to its pursuant to the County's regulatory authority as a governmental body separate and apart from the contract, and shall not be attributable in any manner to the County as a party to the contract.

27. Sovereign Immunity.

Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of the contract. The County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees to the extent required under Section 768.28, Florida Statutes.

28. Third-Party Beneficiaries.

Neither Contractor nor the County intends to directly or substantially benefit a third party by entering into the contract. Therefore, the Parties acknowledge that there are no third-party beneficiaries to the contract and that no third party shall be entitled to assert a right or claim against either of them based upon the contract.

29. Compliance with Laws; Code Requirements.

Contractor and the goods and services provided by Contractor pursuant to the contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Contractor and its subcontractors must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rules, regulations, and codes applicable to performance of the contract. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

30. E-Verify.

Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into the contract will not violate that statute. If Contractor violates this section,

County may immediately terminate the contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

31. Ownership Disclosure Form.

By January 1 of each year, Contractor must submit, and cause each of its subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by the County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

32. Restrictions on Use of Certain Plastics and Products on County property.

Contractor shall not sell or provide for use on County property expanded polystyrene food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, single-use plastic beverage straws, or single-use plastic stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

33. Amendments; Severability.

All changes to purchase orders shall be by issuance of a change order or amended purchase order by the County. Any modification or change to the contract must be by written amendment signed by Contractor and the County. If any part of the contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from the contract and the balance of the contract shall remain in full force and effect.

Rev. 6/22/2022

Superseded General Decision Number: FL20210160

State: Florida

Construction Type: Highway

County: Broward County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* 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
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzle).....	\$ 11.94 **	0.00
INSTALLER - GUARDRAIL.....	\$ 12.37 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00

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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, Shovel, 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
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
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TRUCK DRIVER: Distributor Truck.....\$ 14.96 **	2.17
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TRUCK DRIVER: Dump Truck.....\$ 11.71 **	0.00
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TRUCK DRIVER: Flatbed Truck.....\$ 14.28 **	0.00
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TRUCK DRIVER: Lowboy Truck.....\$ 14.06 **	0.00
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TRUCK DRIVER: Slurry Truck.....\$ 11.96 **	0.00
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TRUCK DRIVER: Vactor Truck.....\$ 14.21 **	0.00
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TRUCK DRIVER: Water Truck.....\$ 13.22 **	0.00
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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)).

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.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that

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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.

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 National Office because National Office has 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.

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

Broward County Board of
County Commissioners

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END OF GENERAL DECISIO"

Bid Bond, Bid Security, Performance and Payment Security, and Qualifications of Surety Requirements:

- A. **Bid Bond:** A Vendor must submit with its response a bid bond in the form of the County's approved Bid Bond Form, including all substantive terms set forth therein, which shall be executed by a surety company meeting the **Qualifications of Surety Requirements**. Failure to submit a bid bond by the solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive. A copy of the County-approved **Bid Bond Form** may be found at: [https://www.broward.org/Purchasing/Pages/StandardTerms_copy\(1\).aspx](https://www.broward.org/Purchasing/Pages/StandardTerms_copy(1).aspx) under the section "Standard Guaranty and Bond Forms."
- B. **Bid Security:** In lieu of a bid bond, the following will be acceptable: money order, certified check, cashier's check, an original **Bid Security - 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 guarantee.
1. The bid security shall be in an amount equal to five percent (5%) of the total price offered, payable to Broward County and conditioned upon the successful Vendor providing the Performance and Payment Security, evidence of insurance, or any other requirements set forth within the solicitation, within 10 calendar days after notification of award of the contract.
 2. Security of the successful Vendor shall be forfeited to the Broward County 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 Security or Certificate of Insurance or fail to comply with any other requirements set forth in the solicitation. Upon request, bid securities of unsuccessful vendors will be returned after award of contract or expiration of bid validity.
 3. Vendors must either submit an electronic bid bond through Periscope S2G or submit an original bid security 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 Periscope S2G, using **Surety 2000**. Vendors, bonding agents, and surety companies must register with Surety 2000 to use the service; contact **Surety 2000** to find out information regarding their service (www.surety2000.com or 800-660-3263).
 - i. The Vendor must provide their bonding agent with Broward County's vendor identification number for Surety 2000 (P06145037) and its "Supplier identifier" number. The Vendor's individual Supplier identifier number is available on the Details tab in BidSync (Bid Bond: See bid bond information).
 - ii. The bonding agent can then provide a Bid Bond Number for the Vendor to import into Periscope S2G.
 - iii. For detailed instructions on submitting an electronic bid bond, visit Vendor Registration page www.broward.org/Purchasing/Pages/Registration.aspx and select "How to Submit an electronic bid bond?"
 - iv. Broward County reminds Vendors to allow enough time to secure a bid bond and submit electronically in case there are any errors or issues. If there are errors during the import process, check all identification numbers. Contact Surety 2000 for additional assistance.
 - v. An original bid bond will not be required when the bid bond is submitted electronically through Surety 2000.
 - b. To submit an original bid security, in lieu of submitting an electronic bid bond through Periscope S2G, Vendor must submit an original bid security 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 security should also be uploaded into Periscope S2G. The uploaded copy of the bid guarantee does not replace the original bid security submission requirement. Vendors must submit the original bid guarantee, by the solicitation due date and time, to:

Broward County Purchasing Division 115
South Andrews Avenue, Room 212 Fort
Lauderdale, FL 33301
- C. **Performance and Payment Security:** within 10 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:

Goods and Services - Performance Bond Form and Payment Bond Form OR

For All Other Broward County Form (BCF) Agreements - Performance Bond Form and Payment Bond Form

1. The bonds shall be in the amount of **one hundred percent (100%)** of the total contract amount of a fixed contract or total contract amount of the initial contract term of a multi-year contract containing one or more renewable term 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 performance or work with liability equal to one hundred percent (100%) of the Contract price for work performed, 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 work.
3. For Construction Contracts Only: 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 , money order, certified check, cashier's check or an original **Bid Guarantee - Unconditional Letter of Credit** (for BCF agreements) or **Bid Guarantee - Unconditional Letter of Credit** (for Goods and Services) as reflected on the County's form. 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 Guarantees (or other approved security) in force covering the work being performed.
6. The Vendor agrees to keep such Guarantees (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.

D. 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. 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		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.

Revised 11/24/2021

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. A party may be debarred for failure of a vendor awarded a contract to provide the required insurance within ten (10) days after demand therefor by the Purchasing Division.
- 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.

Revised May 1, 2021

INSURANCE REQUIREMENTS

Project: Pavement Resurfacing and Repair Services
Agency: Highway and Bridge Maintenance Division

TYPE OF INSURANCE	ADDL INSR	SUBR WYD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☒ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$1,000,000	
☒ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☒	☒		\$1,000,000	
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
☐ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		Each Claim: *Maximum Deductible:		
☒ POLLUTION/ENVIRONMENTAL LIABILITY	☒	☒	Each Claim: *Maximum Deductible:	\$1,000,000 \$10,000	\$2,000,000
☐ INSTALLATION FLOATER is required if Builder's Risk or Property are not carried. Note: Coverage must be "All Risk", Completed Value. Broward County must be listed as a Loss Payee.			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10,000	Completed Value
Description of Operations: "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					
 Digitally signed by COLLEEN A. POUNALL Date: 2021.09.14 08:29:00 -04'00' Risk Management Division					