SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND CONCRETE WORKS & PAVING, INC.

THIS AMENDMENT ("Second Amendment"), dated _____, is entered into by and between:

> **THE CITY OF PEMBROKE PINES,** a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",
>
> and
>
> **CONCRETE WORKS & PAVING, INC.,** a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **5322 Chesterfield Dr., Ave Maria, FL 34142,** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **November 13, 2022,** the Parties entered into an Agreement ("Original Agreement") for the provision of concrete and asphalt restoration services on an as-needed basis for an initial **four (4) month period,** which naturally expired on **March 19, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2)** additional **one (1) year** terms pursuant to written amendments to the Original Agreement subject to renewal of Solicitation No. PNC2123416B1 between Broward County and CONTRACTOR; and,

WHEREAS, on **August 21, 2023**, the Parties executed the First Amendment to the Original Agreement to supplement the terms contained therein and to extend the term thereof for a **one (1) year** period which shall naturally expire on **March 20, 2024**; and,

WHEREAS, the Parties desire to extend the term of the Original Agreement, as amended, for a **one (1) year period** which shall commence on **March 21, 2024** and shall naturally expire on **March 20, 2025** and to supplement the terms contained therein as set forth in this Second Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and

correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for a one (1) year period which shall commence on **March 21, 2024** and shall naturally expire on **March 20, 2025.**

SECTION 3. Section 3 of the Original Agreement is hereby revised and amended as set forth below:

3. **Compensation and Method of Payment**. CONTRACTOR shall be entitled to invoice CITY monthly, based on CITY's purchase order and in accordance with the unit pricing listed in the attached **Exhibit "B"**. Invoices must bear the project name, project number, and purchase order number. The annual amount paid to CONTRACTOR pursuant to this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS ($150,000.00)**.

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination**. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 10. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

_____ BY: _____

Print Name: _____ MAYOR FRANK C. ORTIS
OFFICE OF THE CITY ATTORNEY

ATTEST: BY: _____

_____ CHARLES F. DODGE, CITY MANAGER

MARLENE D. GRAHAM, CITY CLERK

CONTRACTOR:

CONCRETE WORK & PAVING, INC.

Signed By: _____

Printed Name: Alvaro A. Medina Jr

Title: President

From:	Alvaro Medina
To:	Alvaro Medina
Subject:	Fwd: Concrete Works and Paving - Bid PNC2123416B1 Concrete and Asphalt Restoration Services - Renewal 2
Date:	Wednesday, March 20, 2024 6:30:48 PM
Attachments:	image001.png

Thank you,

Alvaro Medina
President

Concrete Works & Paving Inc
CGC1526499

5322 Chesterfield Dr.
Ave Maria, FL, 34142

Ph. (305) 218-4816
Fax (305) 230-7555

Begin forwarded message:

> **From:** "Garcia, Carlos" <CBGARCIA@broward.org>
> **Date:** March 20, 2024 at 3:37:35 PM EDT
> **To:** Alvaro Medina <amedi009@hotmail.com>
> **Subject: FW: Concrete Works and Paving - Bid PNC2123416B1 Concrete and Asphalt Restoration Services - Renewal 2**
>
> See below
>
> Thank you,
>
> Carlos Garcia, PE, PMP, CPWP-M
> Expansion Project Administrator
> Water and Wastewater Services Operations Division
> 2555 W. Copans Road Pompano Beach, Florida 33069
> Office: 954 831-0920 | Fax: 954 831-0925
> www.broward.org/waterservices
>
> ---
>
> **From:** Garcia, Carlos

Sent: Tuesday, March 5, 2024 3:46 PM
To: Amanda Quigley <aquigley@ccisurety.com>
Cc: Murray, Ozell <OLMURRAY@broward.org>
Subject: RE: Concrete Works and Paving - Bid PNC2123416B1 Concrete and Asphalt Restoration Services - Renewal 2

Good afternoon Amanda,
Please find status report attached. Contract with Concrete Works and Paving Inc. has been renewed for the last year of service starting on 3/21/2024 and ending on 3/20/2025.

Thank you,



Carlos Garcia, PE, PMP, CPWP-M
Expansion Project Administrator
Water and Wastewater Services Operations Division
2555 W. Copans Road Pompano Beach, Florida 33069
Office: 954 831-0920 | Fax: 954 831-0925
www.broward.org/waterservices

From: Amanda Quigley <aquigley@ccisurety.com>
Sent: Tuesday, March 5, 2024 1:28 PM
To: Garcia, Carlos <CBGARCIA@broward.org>
Cc: Murray, Ozell <OLMURRAY@broward.org>
Subject: RE: Concrete Works and Paving - Bid PNC2123416B1 Concrete and Asphalt Restoration Services - Renewal 2

Good Morning Carlos,

I hope this email finds you well! I'm reaching out today regarding Concrete Works' renewal with Broward County. I'm working on the bond renewal and need a couple items from you. See below – thanks in advance!

- Completed Status Report for Year 2 of the contract, attached
- Renewal Email for Year 3 (in the past we have received an official renewal email from the Master Agreement Renewal Team, see attached for last year)

Best,

Amanda Quigley

SE Contract Bond Underwriter
CCI Surety, Inc.

1408 N. Westshore Blvd., Suite #120
Tampa, FL 33607
Office: 813-443-2174 | Fax: 813-443-2176
Cell: 503-949-5012
aquigley@CCISurety.com; https://ccisurety.com/

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

From: Murray, Ozell
To: Hernandez, Catherine
Cc: Ruiz Lozada, Joaniris
Subject: RE: PNC2123416B1 - Concrete & Asphalt Restoration Svcs - 2nd Renewal
Date: Thursday, March 21, 2024 9:32:54 AM

This sender is trusted.

Good morning Catherine,

The above contract has been renewed for its final term, new expiration date is 3/20/25. The Project Manager is working on rebid documents.

Thanks
Ozell

From: Hernandez, Catherine <cahernandez@ppines.com>
Sent: Wednesday, March 20, 2024 5:10 PM
To: Murray, Ozell <OLMURRAY@broward.org>
Cc: Ruiz Lozada, Joaniris <jruizlozada@ppines.com>
Subject: PNC2123416B1 - Concrete & Asphalt Restoration Svcs - 2nd Renewal

Good afternoon Ozell,

Hoping this email finds you well. Could you please confirm that Broward County renewed Contract # PNC2123416B1 from 3/21/24 to 3/20/25 with no changes in compensation?

Thank you.

Kind regards,

Cathy Hernandez
Utilities Business Manager
City of Pembroke Pines
8300 S Palm Drive
(954) 518-9018

The City of Pembroke Pines is a public entity subject to Chapter 119 of the Florida statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

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FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND CONCRETE WORKS & PAVING, INC.

THIS AMENDMENT ("First Amendment"), dated August 21, 2023, is entered into by and between:

> **THE CITY OF PEMBROKE PINES,** a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",
>
> and
>
> **CONCRETE WORKS & PAVING, INC.,** a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **5322 Chesterfield Dr, Ave Maria FL 34142,** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **November 13, 2022,** the Parties entered into the Agreement ("Original Agreement") for the provision of concrete and asphalt restoration services on an as-needed basis for an initial **four (4) month period**, expiring on **March 19, 2023;** and,

WHEREAS, the contract between Broward County and CONTRACTOR for Concrete and Asphalt Restoration Services, pursuant to Solicitation No. PNC2123416B1 authorized the renewal thereof at the expiration of the initial term, for **two (2),** additional, **one (1) year** terms subject to vendor acceptance; and,

WHEREAS, Broward County and CONTRACTOR have renewed their contract pursuant to Solicitation No. PNC2123416B1 for an additional, one (1) year term which will expire on **March 20, 2024**, pursuant to the renewal documents attached hereto as **Exhibit "C"**, and by this reference made a part hereof; and,

WHEREAS, CONTRACTOR has agreed to honor and extend the same terms and pricing set forth in Solicitation No. PNC2123416B1, in the resulting agreement, and in the renewal thereof, to CITY for the procurement of the materials and services herein required; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement for the first, **one (1)** year renewal term, and to supplement the terms contained therein as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and

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other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for a **one (1) year** renewal period commencing on **March 20, 2023,** and naturally expiring on **March 20, 2024.**

SECTION 3. Section 3. of the Original Agreement is hereby revised and amended as set forth below:

3. **Compensation and Method of Payment**. CONTRACTOR shall be entitled to invoice CITY monthly, based on CITY's approved purchase order and in accordance with the unit pricing listed in the attached **Exhibit "B"**. Invoices must bear the project name, project number, and purchase order number. The total amount paid to CONTRACTOR pursuant to this Agreement for the renewal period commencing on **March 20, 2023,** and naturally expiring on **March 20, 2024,** shall not exceed the limits of the CITY's approved budget for the services herein required, as may be amended from time to time.

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

5.1.1 "Contractor" means a person or entity that has entered or is attempting to

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enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

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SECTION 7. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 10. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

7/20/23

Print Name: SAMUEL S. GOREN

OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:
Marlene D. Graham
E858EEE04EEF4F3...
August 21, 2023

MARLENE D. GRAHAM, CITY CLERK

BY: DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC...
August 16, 2023

CHARLES F. DODGE, CITY MANAGER

DS

CONTRACTOR:

CONCRETE WORKS & PAVING, INC.

Signed By: _____

Printed Name: Alvaro A. Medina Jr.

Title: President

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From: Master Agreement Renewal Team
Sent: Thursday, January 5, 2023 6:01 PM
To: CONCRETE WORKS & PAVING, INC
Cc: Master Agreement Renewal Team; ROBERTGLEASON; Nancy Olesen; cmangan@broward.org; Ozell Murray
Subject: CONTRACT RENEWAL – Contract#: PNC2123416B1_1 - Concrete Asphalt Restoration

Dear **Vendor:**

This email is to inform you that contract No. **PNC2123416B1_1** for **Concrete Asphalt Restoration** will be renewed on **03/10/2023 and 2 renewal(s) remains.**

The Master Agreement Renewal System (MARS) is set up to renew the contract unless action is taken by the Contract Administrator NOT to renew, or the vendor refuses to renew the contract.

If the vendor decides NOT to renew the contract, please notify your Contract Administrator at least 90 days prior to the end of the contract. Below is their contact information:

Contract Administrator: Ozell Murray
Email Address: olmurray@broward.org
Phone Number: 954-831-0982

', N'Vendor Renewal Notification', CAST(N'2019-01-29T00:00:00.000' AS DateTime), 58, NULL, NULL)

DocuSign Envelope ID: F5E818E7-8237-4CA1-B73E-75C19720F678

Lead Agency Contact (Contact Unit Mgr if Incorrect)
cbgarcia@broward.org

Contract ID #	Document Description	Start Date	End Date	Not To Exceed	Amount Ordered
PNC2123416B1_1	Concrete Asphalt Restoration	3/21/2022	3/20/2024	$3,165,170.00	$2,634,086.86

Vend#-AddrID-ContactID	Legal Name	Vendor Contact Email	Vendor Phone #
0000005388	CONCRETE WORKS & PAVING, INC	Amedi009@hotmail.com	305/218-4816

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
PNC2123416B1_1_001	9105165	Standard mobilization for asphalt work	57.00	EA	$0.00	$70.00	$3,990.00	$3,360.00
PNC2123416B1_1_002	9105165	Standard mobilization for concrete work	52.00	EA	$0.00	$200.00	$10,400.00	$9,400.00
PNC2123416B1_1_003	9105165	Standard mobilization for paver work	2.00	EA	$0.00	$300.00	$600.00	$0.00
PNC2123416B1_1_004	9105165	Emergency call out mobilization within 4 hours	8.00	EA	$0.00	$300.00	$2,400.00	$2,400.00
PNC2123416B1_1_005	9105165	Traffic control officer	0.00	HR	$0.00	$12.50	$0.00	$0.00
PNC2123416B1_1_006	9105165	Work zone sign F & I	1,785.00	DAY	$0.00	$1.00	$1,785.00	$971.00
PNC2123416B1_1_007	9105165	Business sign F & I	0.00	EA	$0.00	$5.00	$0.00	$0.00
PNC2123416B1_1_008	9105165	Barrier wall temporary f&i waterfilled up to 30 days	0.00	LFT	$0.00	$5.00	$0.00	$0.00
PNC2123416B1_1_009	9105165	Barrier wall temporary relocate concrete	0.00	LFT	$0.00	$7.00	$0.00	$0.00
PNC2123416B1_1_010	9105165	Barrier wall temporary relocate waterfilled	0.00	LFT	$0.00	$9.00	$0.00	$0.00
PNC2123416B1_1_011	9105165	Barricade temporary types I II DI VP & drum F & I	2,050.00	DAY	$0.00	$1.00	$2,050.00	$810.00
PNC2123416B1_1_012	9105165	Barricade temporary type III 6 foot F & I	112.00	DAY	$0.00	$3.00	$336.00	$90.00
PNC2123416B1_1_013	9105165	Traffic cones F & I	10,779.00	DAY	$0.00	$1.00	$10,779.00	$6,814.00
PNC2123416B1_1_014	9105165	Advance warning arrow panels F & I	47.00	DAY	$0.00	$25.00	$1,175.00	$975.00
PNC2123416B1_1_015	9105165	Temporary retroreflective pavement marker	0.00	EA	$0.00	$5.00	$0.00	$0.00
PNC2123416B1_1_016	9105165	Portable changeable message sign	0.00	DAY	$0.00	$30.00	$0.00	$0.00

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Lead Agency Contact (Contact Unit Mgr if Incorrect)
cbgarcia@broward.org

Contract ID #	Document Description	Start Date	End Date	Not To Exceed	Amount Ordered
PNC2123416B1_1	Concrete Asphalt Restoration	3/21/2022	3/20/2024	$3,165,170.00	$2,634,086.86

Vend#-AddrID-ContactID	Legal Name	Vendor Contact Email	Vendor Phone #
0000005388	CONCRETE WORKS & PAVING, INC	Amedi009@hotmail.com	305/218-4816

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		temporary F & I						
PNC2123416B1_1_017	9105165	FDOT certified flag person	2,705.00	HR	$0.00	$20.00	$54,100.00	$28,300.00
PNC2123416B1_1_018	9105165	Sediment barrier	0.00	LFT	$0.00	$3.00	$0.00	$0.00
PNC2123416B1_1_019	9105165	Floating turbidity barrier	0.00	LFT	$0.00	$7.00	$0.00	$0.00
PNC2123416B1_1_020	9105165	Staked turbidity barrier - nylon reinforced PVC	0.00	LFT	$0.00	$2.00	$0.00	$0.00
PNC2123416B1_1_021	9105165	Mowing	0.00	ACR	$0.00	$75.00	$0.00	$0.00
PNC2123416B1_1_022	9105165	Utility locating and excavation test hole	0.00	EA	$0.00	$250.00	$0.00	$0.00
PNC2123416B1_1_023	9105165	Engineering work signed & sealed drawings	520.00	HR	$0.00	$30.00	$15,600.00	$7,200.00
PNC2123416B1_1_024	9105165	Curb or curb and gutter removal	271.00	LFT	$0.00	$6.00	$1,626.00	$1,146.00
PNC2123416B1_1_025	9105165	Removal of existing concrete pavement	868.20	SQY	$0.00	$12.00	$10,418.40	$7,184.40
PNC2123416B1_1_026	9105165	Regular excavation	70,536.80	CUY	$0.00	$3.50	$246,878.80	$213,681.30
PNC2123416B1_1_027	9105165	Embankment	0.00	CUY	$0.00	$13.00	$0.00	$0.00
PNC2123416B1_1_028	9105165	Flowable fill	0.00	CUY	$0.00	$90.00	$0.00	$0.00
PNC2123416B1_1_029	9105165	Type B stabilization	5,948.80	SQY	$0.00	$2.00	$11,897.60	$11,058.00
PNC2123416B1_1_030	9105165	Reworking limerock base 6 inch	14.60	SQY	$0.00	$3.75	$54.75	$54.75
PNC2123416B1_1_031	9105165	Reworking limerock base 4 inch	7,886.00	SQY	$0.00	$18.00	$141,948.00	$93,547.80
PNC2123416B1_1_032	9105165	Reworking limerock base 3 inch	0.00	SQY	$0.00	$10.00	$0.00	$0.00
PNC2123416B1_1_033	9105165	Limerock new material for reworking base	813.50	CUY	$0.00	$25.00	$20,337.50	$12,287.50
PNC2123416B1_1_034	9105165	Temporary patch using cold asphaltic mix (1 inch thick)	0.00	CUF	$0.00	$8.00	$0.00	$0.00
PNC2123416B1_1_035	9105165	Milling existing asphalt pavement 1 inch average depth	2,344.00	SQY	$0.00	$6.00	$14,064.00	$8,514.00
PNC2123416B1_1_036	9105165	Milling existing asphalt pavement 2	17.00	SQY	$0.00	$6.00	$102.00	$102.00

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Contract ID #	Document Description	Start Date	End Date	Not To Exceed	Amount Ordered
PNC2123416B1_1	Concrete Asphalt Restoration	3/21/2022	3/20/2024	$3,165,170.00	$2,634,086.86

Vend#-AddrID-ContactID	Legal Name	Vendor Contact Email	Vendor Phone #
0000005388	CONCRETE WORKS & PAVING, INC	Amedi009@hotmail.com	305/218-4816

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		inch average depth						
PNC2123416B1_1_037	9105165	Milling existing asphalt pavement 1.5 inch average depth	633.00	SQY	$0.00	$6.00	$3,798.00	$3,798.00
PNC2123416B1_1_038	9105165	Type S asphaltic concrete	1,184.10	TON	$0.00	$325.00	$384,832.50	$310,732.50
PNC2123416B1_1_039	9105165	Superpave asphaltic concrete traffic A B C D or E	7.25	TON	$0.00	$140.00	$1,015.00	$1,015.00
PNC2123416B1_1_040	9105165	Asphalt concrete friction course traffic A C or D FC 9.5 or 12.5 rubber	41.45	TON	$0.00	$140.00	$5,803.00	$5,803.00
PNC2123416B1_1_041	9105165	Miscellaneous asphalt pavement	0.00	TON	$0.00	$140.00	$0.00	$0.00
PNC2123416B1_1_042	9105165	Cleaning and resealing joints existing (concrete pavement rehab)	0.00	LFT	$0.00	$4.00	$0.00	$0.00
PNC2123416B1_1_043	9105165	Cleaning and sealing random cracks in existing concrete pavement rehab	47.00	LFT	$0.00	$4.00	$188.00	$188.00
PNC2123416B1_1_044	9105165	Trailer Mounted Concrete Pump	30.00	HR	$0.00	$200.00	$6,000.00	$6,000.00
PNC2123416B1_1_045	9105165	Additional hose for Pump mix Over 100 Foot 4 inch diameter	0.00	LFT	$0.00	$3.00	$0.00	$0.00
PNC2123416B1_1_046	9105165	Ready Mixed Concrete 3000 psi Regular or Pump Mix	6.00	CUY	$0.00	$140.00	$840.00	$840.00
PNC2123416B1_1_047	9105165	Ready Mixed Concrete 4000 psi Regular or Pump Mix	0.00	CUY	$0.00	$150.00	$0.00	$0.00
PNC2123416B1_1_048	9105165	Ready Mixed Concrete 5000 psi Regular or Pump Mix	0.00	CUY	$0.00	$160.00	$0.00	$0.00
PNC2123416B1_1_049	9105165	Concrete class NS gravity wall	0.00	CUY	$0.00	$135.00	$0.00	$0.00
PNC2123416B1_1_050	9105165	concrete class I	8.00	CUY	$0.00	$125.00	$1,000.00	$1,000.00
PNC2123416B1_1_051	9105165	concrete class II culverts	0.00	CUY	$0.00	$135.00	$0.00	$0.00
PNC2123416B1_1_052	9105165	concrete class II endwalls	0.00	CUY	$0.00	$135.00	$0.00	$0.00
PNC2123416B1_1_053	9105165	concrete class II retaining walls	0.00	CUY	$0.00	$135.00	$0.00	$0.00

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PNC2123416B1_1_054	9105165	concrete class II	0.00	CUY	$0.00	$135.00	$0.00	$0.00
PNC2123416B1_1_055	9105165	Reinforcing steel	1,425.00	LBS	$0.00	$1.00	$1,425.00	$900.00
PNC2123416B1_1_056	9105165	Inlets closed flume	0.00	EA	$0.00	$2,000.00	$0.00	$0.00
PNC2123416B1_1_057	9105165	Inlets adjust	0.00	EA	$0.00	$200.00	$0.00	$0.00
PNC2123416B1_1_058	9105165	Manhole adjust	0.00	EA	$0.00	$200.00	$0.00	$0.00
PNC2123416B1_1_059	9105165	Manhole adjust utilities	2.00	EA	$0.00	$300.00	$600.00	$600.00
PNC2123416B1_1_060	9105165	Valve boxes adjust	15.00	EA	$0.00	$180.00	$2,700.00	$2,520.00
PNC2123416B1_1_061	9105165	Drainage structures miscellaneous adjust	0.00	EA	$0.00	$100.00	$0.00	$0.00
PNC2123416B1_1_062	9105165	Pipe handrail- guiderail aluminum	8.00	LFT	$0.00	$45.00	$360.00	$360.00
PNC2123416B1_1_063	9105165	Concrete curb & gutter type E	0.00	LFT	$0.00	$15.00	$0.00	$0.00
PNC2123416B1_1_064	9105165	Concrete curb & gutter special	0.00	LFT	$0.00	$15.00	$0.00	$0.00
PNC2123416B1_1_065	9105165	Concrete curb & gutter type F	17.00	LFT	$0.00	$25.00	$425.00	$425.00
PNC2123416B1_1_066	9105165	Concrete curb type D	246.00	LFT	$0.00	$18.00	$4,428.00	$2,988.00
PNC2123416B1_1_067	9105165	Concrete valley gutter	7.00	LFT	$0.00	$20.00	$140.00	$140.00
PNC2123416B1_1_068	9105165	Shoulder gutter (concrete)	0.00	LFT	$0.00	$22.00	$0.00	$0.00
PNC2123416B1_1_069	9105165	Concrete sidewalk 4 inch thick 3000 PSI	0.00	SQY	$0.00	$53.00	$0.00	$0.00
PNC2123416B1_1_070	9105165	Concrete sidewalk 6 inch thick 3000 PSI	583.70	SQY	$0.00	$53.50	$31,227.95	$25,637.20
PNC2123416B1_1_071	9105165	Concrete sidewalk 10 inch thick 3000 PSI	0.00	SQY	$0.00	$58.00	$0.00	$0.00
PNC2123416B1_1_072	9105165	Concrete sidewalk 12 inch thick 3000 PSI	0.00	SQY	$0.00	$63.00	$0.00	$0.00
PNC2123416B1_1_073	9105165	Concrete driveway 6 inch thick 4000 PSI	16.70	SQY	$0.00	$54.00	$901.80	$901.80
PNC2123416B1_1_074	9105165	Concrete driveway 12 inch thick 4000 PSI	0.00	SQY	$0.00	$63.00	$0.00	$0.00

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Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
PNC2123416B1_1_075	9105165	Concrete driveway 6 inch thick 5000 PSI	0.00	SQY	$0.00	$54.00	$0.00	$0.00
PNC2123416B1_1_076	9105165	Concrete driveway 12 inch thick 5000 PSI	0.00	SQY	$0.00	$70.00	$0.00	$0.00
PNC2123416B1_1_077	9105165	Pavers architectural roadway	41.80	SQY	$0.00	$45.00	$1,881.00	$0.00
PNC2123416B1_1_078	9105165	Pavers architectural sidewalk	0.00	SQY	$0.00	$45.00	$0.00	$0.00
PNC2123416B1_1_079	9105165	f&I Detectable warning on existing walking surface retrofit	0.00	SQF	$0.00	$22.00	$0.00	$0.00
PNC2123416B1_1_080	9105165	Detectable warning on existing walking surface cast-in-place F & I	30.00	SQF	$0.00	$30.00	$900.00	$900.00
PNC2123416B1_1_081	9105165	ADA ramp single direction	9.00	EA	$0.00	$1,100.00	$9,900.00	$5,500.00
PNC2123416B1_1_082	9105165	ADA ramp two-direction	0.00	EA	$0.00	$1,400.00	$0.00	$0.00
PNC2123416B1_1_083	9105165	Performance turf sod	0.00	SQY	$0.00	$4.80	$0.00	$0.00
PNC2123416B1_1_084	9105165	Fill Sand	4.00	CUY	$0.00	$150.00	$600.00	$0.00
PNC2123416B1_1_085	9105165	Mulch replacement F & I	0.00	CUY	$0.00	$40.00	$0.00	$0.00
PNC2123416B1_1_086	9105165	Tree removal crew (3 people minimum)	2,600.00	HR	$0.00	$40.00	$104,000.00	$104,000.00
PNC2123416B1_1_087	9105165	Tree trimming crew (3 people minimum)	2,722.00	HR	$0.00	$40.00	$108,880.00	$108,880.00
PNC2123416B1_1_088	9105165	Root barrier F & I	0.00	LFT	$0.00	$11.00	$0.00	$0.00
PNC2123416B1_1_089	9105165	Carpentry work	432.00	HR	$0.00	$100.00	$43,200.00	$37,600.00
PNC2123416B1_1_090	9105165	Certified arborist	72.00	HR	$0.00	$50.00	$3,600.00	$3,600.00
PNC2123416B1_1_091	9105165	Additional laborer	5,450.00	HR	$0.00	$17.50	$95,375.00	$89,862.50
PNC2123416B1_1_092	9105165	Sprinkler heads pop-up rotating F & I	0.00	EA	$0.00	$30.00	$0.00	$0.00
PNC2123416B1_1_093	9105165	Up to 2 inch PVC pipe sch. 40 F & I	11.00	LFT	$0.00	$9.00	$99.00	$99.00
PNC2123416B1_1_094	9105165	Backhoe and operator	4,789.00	HR	$0.00	$50.00	$239,450.00	$231,950.00
PNC2123416B1_1_095	9105165	Dump truck & operator tri-axle 16	5,742.00	HR	$0.00	$50.00	$287,100.00	$265,950.00

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Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		CY minimum capacity 4 hr minimum charge						
PNC2123416B1_1_096	9105165	Skid steer and operator (bobcat)	5,187.00	HR	$0.00	$50.00	$259,350.00	$242,650.00
PNC2123416B1_1_097	9105165	Single post sign less than 12 SF F & I	25.00	EA	$0.00	$100.00	$2,500.00	$0.00
PNC2123416B1_1_098	9105165	Single post sign install less than 12 SF	0.00	EA	$0.00	$50.00	$0.00	$0.00
PNC2123416B1_1_099	9105165	Single post sign relocate	0.00	EA	$0.00	$50.00	$0.00	$0.00
PNC2123416B1_1_100	9105165	Single post sign remove	25.00	EA	$0.00	$40.00	$1,000.00	$0.00
PNC2123416B1_1_101	9105165	Sign panels 15 or less F & I	25.00	EA	$0.00	$95.00	$2,375.00	$0.00
PNC2123416B1_1_102	9105165	Sign panels relocate 15 or less	0.00	EA	$0.00	$50.00	$0.00	$0.00
PNC2123416B1_1_103	9105165	Sign panels remove	25.00	EA	$0.00	$40.00	$1,000.00	$0.00
PNC2123416B1_1_104	9105165	Retro-reflective pavement markers	965.00	EA	$0.00	$6.50	$6,272.50	$682.50
PNC2123416B1_1_105	9105165	Painted pavement markings standard white solid 4 inch	0.00	LFT	$0.00	$0.70	$0.00	$0.00
PNC2123416B1_1_106	9105165	Painted pavement markings standard blue yellow or white solid 6 inch	22,209.00	LFT	$0.00	$0.75	$16,656.75	$9,804.00
PNC2123416B1_1_107	9105165	Painted pavement markings standard yellow or white solid 12 inch	1,296.00	LFT	$0.00	$1.00	$1,296.00	$696.00
PNC2123416B1_1_108	9105165	Painted pavement markings standard yellow/white solid 24 inch	1,242.00	LFT	$0.00	$1.50	$1,863.00	$610.50
PNC2123416B1_1_109	9105165	Painted pavement markings standard white or yellow	0.00	LFT	$0.00	$1.00	$0.00	$0.00
PNC2123416B1_1_110	9105165	Painted pavement markings standard white message	9.00	EA	$0.00	$70.00	$630.00	$490.00
PNC2123416B1_1_111	9105165	Painted pavement markings standard white arrows	6.00	EA	$0.00	$40.00	$240.00	$240.00
PNC2123416B1_1_112	9105165	Painted pavement markings standard	0.00	LFT	$0.00	$1.50	$0.00	$0.00

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		white yield line						
PNC2123416B1_1_113	9105165	Painted pavement markings standard white or yellow island nose	1,834.00	SQF	$0.00	$1.40	$2,567.60	$0.00
PNC2123416B1_1_114	9105165	Thermoplastic standard yellow or white solid 6 inch	41,004.00	LFT	$0.00	$4.00	$164,016.00	$129,764.00
PNC2123416B1_1_115	9105165	Thermoplastic standard yellow or white solid 12 inch	828.00	LFT	$0.00	$2.00	$1,656.00	$944.00
PNC2123416B1_1_116	9105165	Thermoplastic standard yellow or white solid 24 inch	1,025.00	LFT	$0.00	$3.00	$3,075.00	$441.00
PNC2123416B1_1_117	9105165	Thermoplastic standard white skip 6 inch	0.00	LFT	$0.00	$1.30	$0.00	$0.00
PNC2123416B1_1_118	9105165	Thermoplastic standard white dotted/guideline 6 to 10 gap extension 6 inch	0.00	LFT	$0.00	$2.50	$0.00	$0.00
PNC2123416B1_1_119	9105165	Thermoplastic standard white message	122.00	EA	$0.00	$90.00	$10,980.00	$10,980.00
PNC2123416B1_1_120	9105165	Thermoplastic standard white arrow	80.00	EA	$0.00	$90.00	$7,200.00	$5,670.00
PNC2123416B1_1_121	9105165	Thermoplastic remove	5,585.00	SQF	$0.00	$7.00	$39,095.00	$3,255.00
PNC2123416B1_1_122	9105165	Minimum charge for striping for each project (paint)	16.00	EA	$0.00	$300.00	$4,800.00	$4,500.00
PNC2123416B1_1_123	9105165	Minimum charge for striping for each project (thermoplastic)	12.00	EA	$0.00	$600.00	$7,200.00	$6,600.00
PNC2123416B1_1_124	9105165	Pull & splice box (install)	0.00	EA	$0.00	$240.00	$0.00	$0.00
PNC2123416B1_1_125	9105165	Pull & splice box (relocate)	0.00	EA	$0.00	$240.00	$0.00	$0.00
PNC2123416B1_1_126	9105165	Juction boxes mounted F & I	0.00	EA	$0.00	$440.00	$0.00	$0.00
PNC2123416B1_1_127	9105165	Juction boxes embedded F & I	0.00	EA	$0.00	$440.00	$0.00	$0.00
PNC2123416B1_1_128	9105165	Juction boxes install	0.00	EA	$0.00	$200.00	$0.00	$0.00
PNC2123416B1_1_129	9105165	Juction boxes relocate	0.00	EA	$0.00	$200.00	$0.00	$0.00

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PNC2123416B1_1_130	9105165	Install/replace 1 inch meter box and lid (labor only)	19.00	EA	$0.00	$300.00	$5,700.00	$5,400.00
PNC2123416B1_1_131	9105165	Install/replace dual meter box and lid (labor only)	1.00	EA	$0.00	$300.00	$300.00	$300.00
PNC2123416B1_1_132	9105165	Install/replace 2 inch meter box and lid (labor only)	1.00	EA	$0.00	$300.00	$300.00	$300.00
PNC2123416B1_1_133	9105165	Allowance - Unforeseen Underground Conditions	0.00	EA	$10,000.00	$1.00	$0.00	$0.00
PNC2123416B1_1_134	9105165	Allowance - Parts and Materials	48,733.77	EA	$105,000.00	$1.00	$48,733.77	$40,633.77
PNC2123416B1_1_135	9105165	Allowance - Specialty Subcontractor Services	118,117.75	EA	$175,000.00	$1.00	$118,117.75	$82,177.75
PNC2123416B1_1_136	9105165	Allowance - Non-Broward County Agency Permits and Fees	35,951.19	EA	$40,000.00	$1.00	$35,951.19	$18,751.19
		Vendor Total			$330,000.00		$2,634,086.86	$2,184,975.46

Departmental Usage	# of PO's	Amount Ordered	Amount Paid
PARKS & RECREATION	5	$187,736.44	$164,710.94
FACILITIES MANAGEMENT	15	$223,264.10	$99,571.25
AVIATION - MAINTENANCE	2	$26,389.00	$26,389.00
SEAPORT ENGIN & CONST DIV	9	$873,537.59	$873,537.59
PORT EVERGLADES - OPER DIV	1	$43,192.00	$43,192.00
PE - Facilities Maintenance	10	$918,889.68	$703,012.68
WATER & WASTEWATER OPERATIONS	55	$269,762.50	$183,346.45
WATER & WASTEWATER ENGINEERING	1	$74,236.50	$74,136.50

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Departmental Usage	# of PO's	Amount Ordered	Amount Paid
WWS FISCAL OPERATIONS DIVISION	2	$17,079.05	$17,079.05
Department Totals	100	$2,634,086.86	$2,184,975.46

Renewals		
Line #	**Starts**	**Expires**
1	3/21/22	3/20/23
2	3/21/23	3/20/24
3	3/21/24	3/20/25

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City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 17.

File ID:	23-0054	**Type:**	Commission Items	**Status:**	Passed
Version:	1	**Agenda Section:**		**In Control:**	City Commission
				File Created:	01/23/2023
Short Title:	Contracts Database Report - August 2, 2023			**Final Action:**	08/02/2023

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

(B) Granicus, Inc. - Legistar Software Maintenance - Renewal

(C) Tower Pest Control, Inc. - IFB # CS-21-01 Pest Control Services for Pines Point, Pines Place and Southwest Focal Point - Renewal

(D) Penn Credit Corporation - Debt Collection Services - Renewal

(E) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant Administration for Community Redevelopment Projects - Renewal

(F) ODP Business Solutions Division, LLC - Office Supplies, Products, and Related Services - Renewal

(G) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer Photography Services - Renewal

(H) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

(I) Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services - Renewal

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal

(K) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

(L) Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling at

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the Water Treatment Plant - Renewal

ITEM (M) IS NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(M) Florida HydroCorp, Inc. - Cross Connection Controls - Non-Renewal

***Agenda Date:** 08/02/2023

Agenda Number: 17.

Internal Notes:

Attachments: 1. Contracts Database Report - August 2, 2023, 2. A. In Rem Solutions, Inc-Grant Writing Services- (AB), 3. B. Granicus Inc - Legistar Software Maintenance and CC Services (all-backup), 4. C. Tower Pest Control. Inc. - Pest Control Services (IFB CS 21-01) (AB), 5. D. Penn Credit Corporation - Debt Collection Services - (AB-2), 6. E. CRA of Florida, Inc. - Grant Administration Agreement (AB), 7. F. Office Depot - Office Supplies etc. Co-Op Contract (10-14-2019 - 10-13-2027) (all backup), 8. G. RS Photography-Soccer Photography (AB), 9. H. CivicPlus, Inc. - City Website etc. (2013-2024) (all backup), 10. I. Concrete_Works__Paving_Inc__Concrete_and_Paving_Restoration (all backup), 11. J. Hillers Electrical Engineering - Power Electrical Engineering (CCNA) (AB), 12. K. Polydyne - Purchase of CLARIFOLIC A3333P Polymer (ALL Backup), 13. L. Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling (AB), 14. M. Florida_HydroCorp,_Inc._-_Cross_Connection (Cooper_City_Piggyback)(all backup)

1	City Commission	08/02/2023	approve	Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Schwartz, Commissioner Good Jr., Commissioner Castillo, and Vice Mayor Siple

Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

(B) Granicus, Inc. - Legistar Software Maintenance - Renewal

(C) Tower Pest Control, Inc. - IFB # CS-21-01 Pest Control Services for Pines Point, Pines Place and Southwest Focal Point - Renewal

(D) Penn Credit Corporation - Debt Collection Services - Renewal

(E) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant Administration for

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Community Redevelopment Projects - Renewal

(F) ODP Business Solutions Division, LLC - Office Supplies, Products, and Related Services - Renewal

(G) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer Photography Services - Renewal

(H) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

(I) Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services - Renewal

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal

(K) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

(L) Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling at the Water Treatment Plant - Renewal

ITEM (M) IS NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(M) Florida HydroCorp, Inc. - Cross Connection Controls - Non-Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

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1. On April 17, 2018, the City entered into an Agreement with In Rem Solutions, Inc. for the provision of professional grant writing services, for an initial one (1) year period, which expired on September 30, 2018.

2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. On June 21, 2018, the City entered into the First Amendment to renew the term for an additional one (1) year period, which expired on September 30, 2019.

4. On September 6, 2018, the City entered into the Second Amendment to revise the annual compensation amount adding an annual amount not to exceed $115,000.00.

5. On October 2, 2019, the City entered into the Third Amendment to renew the term for an additional one (1) year period, which expired on September 30, 2020.

6. On August 5, 2020, the City entered into the Fourth Amendment to decrease the hourly rate from $150.00 to $140.00 and the annual compensation amount from $115,000.00 to $107,324.00, and to renew the term for an additional one (1) year period, which expired on September 30, 2021.

7. On August 4, 2021, the City entered into the Fifth Amendment to increase the hourly rate to $150.00 and to decrease the annual compensation amount to $75,000.00, and to renew the term for an additional one (1) year period, which expired on September 30, 2022.

8. On June 15, 2022, the City entered into the Sixth Amendment to renew the term for an additional one (1) year period, which expires on September 30, 2023.

9. The Administration Department recommends that the City Commission approve this Seventh Amendment to renew the term for an additional one (1) year period which shall commence on October 1, 2023, and naturally expire on September 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: Estimated annual amount $75,000. ($150.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)
b) Amount budgeted for this item in Account No: 001-519-0800-531500-0000-000-0000 (Professional Services Other)
c) Source of funding for difference, if not fully budgeted: Not Applicable
d) 5 year projection of the operational cost of the project Not Applicable
e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing

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contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Yes. Grant writing requires knowledge and expertise. Based on the estimated annual cost, the City benefits by outsourcing this service as In-Rem has a team of specialists; researching, reviewing, coordinating and applying for multiple grants. See attached analysis as Exhibit 2.A.1.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Estimated savings of $145,571.

(B) Granicus, Inc. - Legistar Software Maintenance - Renewal

1. On October 11th, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, which expired on October 10th, 2019.

2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.

3. Section 8.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. To date the Original Agreement has been amended eight (8) times of which three (3) amendments were to include additional services and four (4) amendments were to renew for additional, one (1) year terms each extending the term to September 30th, 2023.

5. On May 10th, 2023, the City executed the Eighth Amendment to approve the assignment of the agreement to Granicus, LLC, following the acquisition and merger of Granicus, Inc. by Granicus, LLC.

6. The City Clerk Department recommends that the City Commission approve this Ninth Amendment to remove the VoteCast Tablet component of the services, and to extend the term for an additional one (1) year period, which shall commence on October 1st, 2023, and naturally expire on September 30th, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: $71,644.29
b) Amount budgeted for this item in Account No:
001-519-1001-534995-0000-000-0000- Other Svc -IT Line 10
c) Source of funding for difference, if not fully budgeted: Not Applicable
d) 1-year projection of the operational cost of the project:

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	FY 2023-24
Revenues	$.00
Expenditures	$71,644.29
Net Cost	$71,644.29

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(C) Tower Pest Control, Inc. - IFB # CS-21-01 Pest Control Services for Pines Point, Pines Place and Southwest Focal Point - Renewal

1. On November 3, 2021, the City entered into an Agreement with Tower Pest Control, Inc. for the provision of pest control services for the Pines Place, Pines Point Housing and Southwest Focal Point facilities, for an initial two (2) year period, which expires on November 2, 2023.

2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for an additional two (2) year period upon mutual consent, evidenced by a written Amendment extending the term thereof.

3. The Community Services Department recommends that the City Commission approve this First Amendment to renew the term for an additional two (2) year period, which shall commence on November 3, 2023, and naturally expire on November 2, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: $81,112.00 (Total cost of the term of the contract of 2 years)

b) Amount budgeted for this item in Account No: Funds are available in the following accounts:

Community Services - 001-569-8001-546150-0000-000-0000 (R&M Land Bldg. & Improvement) $3,220.00
Pines Point - 001-554-8002-534950-0000-000-0000 (Other Services - Maintenance) $9,800.00
Pines Place - 001-554-8002-534950-0000-000-0000-00603 (Other Services - Maintenance) $27,536.00

c) Source of funding for difference, if not fully budgeted: "Not Applicable"

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d) 3-year projection of the operational cost of the project

	FY23-24	FY24-25	FY25-26
Revenues	$.00	$.00	$.00
Expenditures	$37,176.33	$40,556.00	$3,379.67
Net Cost	$37,176.33	$40,556.00	$3,379.67

e) Detail of additional staff requirements: "Not Applicable"

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
b) If yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(D) Penn Credit Corporation - Debt Collection Services-Renewal

1. On January 28, 2019, the City entered into a Professional Services Agreement with Penn Credit Corporation for an initial five (5) year period, which shall naturally expire on October 31, 2023.

2. Penn Credit Corporation provides the CITY with debt collection services.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On March 18, 2019, the Parties executed the First Amendment to the Original Agreement to amend the compensation terms to include an 8.5% fee to be paid to Collector should the City receive a direct payment on a delinquent account.

5. The Finance Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Second Amendment for the first three (3) year renewal term which shall commence on November 1, 2023 and shall naturally expire on October 31, 2026, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time
b) Amount budgeted for this item in Account No: In general, there would be no revenues

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or expenses associated with this service, the awarded vendor will receive compensation by adding the up to 16% fee to the balance owed to the City. However, in the event of a payment being made directly to the City, the vendor will receive half of their fee which is up to 8.5% from the City. In this instance funds would be expensed to accounts 471-536-6010-534990-0000-000-0000- / 001-519-0800-534990-0000-000-0000- / 001-529-4003-534990-0000-000-0000- Other Svc.

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	$.00	$.00	$.00	$.00	$.00
Expenditures	$600.00	$1,275.00	$1,700.00	$.00	$.00
Net Cost	$.00	$.00	$.00	$.00	$.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(E) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant Administration for Community Redevelopment Projects - Renewal

1. On December 1, 2020, the City entered into an Agreement with Community Redevelopment Associates of Florida, Inc. for the provision of grant management, administration and implementation for community redevelopment projects, for an initial three (3) year period, which expires on November 30, 2023.

2. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The Planning and Economic Development Department recommends that the City Commission approve this First Amendment to renew the term for an additional one (1) year period, which shall commence on December 1, 2023, and naturally expire on November 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

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a) Renewal Cost: None.
b) Amount budgeted for this item in Account No:
CDBG
121-554-0600-531501-0000-000-0000-02022 Current $151,603
121-554-0600-531501-0000-000-0000-02023 Next Fiscal Year 10/1/23-9/30/24 Estimate: $166,296
SHIP
120-554-0600-531501-0000-000-0000-02022 Current $163,623
120-554-0600-531501-0000-000-0000-02023 Next 7/1/23-6/30/24 Estimate: $196,538
c) Source of funding for difference, if not fully budgeted: Grant Funded
d) 5 year projection of the operational cost of the project: Not Applicable.
e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable, Ourrently Outsourced Service.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Services provided are Federal and State grant funded. Services provided based on grant allocation which changes from year to year.

(F) ODP Business Solutions Division, LLC - Office Supplies, Products, and Related Services - Renewal

1. On January 15, 2020, the City Commission authorized the purchase of office supplies, products and related services from Office Depot utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Contract # 19-12R, for a period through October 13, 2023, for an estimated annual amount of $400,000.

2. Effective May 1st, 2022, the City of Tamarac, acting as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group and for the Omnia Partners, LLC (formerly National IPA) national consortium, executed the First Amendment to the Agreement, with Office Depot assigning all of its right, title, and interest under the Agreement to ODP Business Solutions, LLC.

3. On May 18, 2022, the City Commission approved to continue purchasing office supplies, products and related services utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Contract # 19-12R, assigned to ODP Business Solutions, LLC from Office Depot, for the period through October 13, 2023, for an estimated annual amount of $400,000.

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4. Section 4 of the Original Agreement authorizes the renewal thereof for one (1), four (4) year option. On June 20th, 2023, the City of Tamarac, acting as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group and for the Omnia Partners, LLC, and ODP Business Solutions Division, LLC, executed the Second Amendment to extend the term of the Agreement to October 13th, 2027.

5. The Purchasing Department, on behalf of all of City's Departments and City's Charter Schools, recommends that the City Commission approve continued utilization of Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Contract # 19-12R for the four (4) year renewal term commencing on October 14, 2023 and expiring on October 13, 2027, for an estimated annual amount of $400,000.

FINANCIAL IMPACT DETAIL:

a) Estimated Renewal Cost: Annual estimated renewal cost is $400,000; however, the amount spent each year can fluctuate based on changes in department needs and similar factors.
b) Amount budgeted for this item in Account No: Each department and charter school has a budget for purchasing office supplies that is generally coded to object code # 551100 (Office Supplies).
c) Source of funding for difference, if not fully budgeted: Not Applicable.
d) 4-year projection of the operational cost of the project: The estimated annual for each year is $400,000. However, please note that the amount spent each year can fluctuate based on changes in department needs and similar factors. The City of Tamarac, acting as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group renewed the agreement for the four-year renewal period from October 14, 2023 through October 13, 2027.
e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(G) RS PHOTOGRAPHY, LLC. D/B/A TSS PHOTOGRAPHY- RECREATIONAL SOCCER PHOTOGRAPHY SERVICES- RENEWAL

1. On January 31, 2023, the City entered into an Agreement with RS Photography, LLC. for an initial period, which shall naturally expire on November 30, 2023.

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2. RS Photography, LLC. provides photography services for the CITY's Recreational Soccer Program.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Recreation Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first one (1) year renewal term which shall commence December 1, 2023 and shall naturally expire November 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Estimated Renewal Revenue: $1,100
b) Amount budgeted for this item in Account No: 001-000-7001-347225-0000-000-0000 Youth Athletic Program
c) Source of funding for difference, if not fully budgeted: Not Applicable.
d) 5 year projection of the operational cost of the project:

	Current FY	Year 2
Revenues	$1,100.00	$.00
Expenditures	$.00	$.00
Net Revenue	$1,100.00	$.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(H) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

1. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the City Subsite Intranet, the School Subsites and Audio Eye services. In addition, the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide Recreation registration software.

2. On January 15, 2013 the City Commission approved the award of RFP # IT-12-01

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"Electronic Communication Website Design and Content Management System" to Icon Enterprises, Inc. d/b/a CivicPlus. The purpose of the RFP was to provide the Technology Services Department with a Website and Content Management System including all software and related services for the setup, customization, installation, and implementation of the system which would be used on the City's website.

3. The initial agreement, signed on January 28, 2013 was for an amount of $97,083 with an annual cost of $11,958.45 in year 2 for annual support, maintenance and hosting. The contract was for a one year period with one year renewals.

4. On August 3, 2016, the City Commission approved an amendment to the agreement for additional services requested by the Technology Services Department which included media center storage services, CivicMobile App, Active Directory Federation Services (ADFS), Intranet Subsite Services, and CivicSend.

5. On September 6, 2017, the City Commission approved an amendment to the agreement for additional services requested by the Recreation and Cultural Arts Department for a Recreational Management Software Program that assist the department with Facility Reservations, Activity Registrations, Membership Management, Point of Sale Management, League Management, Surveys, Financial Reporting, and a Mobile Public and staff experience.

6. On February 20, 2019, the City Commission approved an amendment to the agreement for additional service requested by Technology Services Department for AudioEye to address Digital Compliance requirements for citizens with disabilities using the All City Presented Websites.

7. On February 25, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.

8. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.

9. On January 15th, 2020, August 5th, 2020, August 4th, 2021, and September 7th, 2022, the City Commission approved continuation of the Agreement, extending the term up to January 31, 2024.

10. On June 15th, 2022, as approved by the City Commission, the City amended the agreement to include an additional subscription for Chatbot for an additional two-year cost of $27,554.83.

11. On August 16th, 2022, the City amended the agreement to include an additional subscription within Civic Rec, for Document Manager for an additional two-year cost of $7,663.81.

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12. The Technology Services Department and the Recreation and Cultural Arts Department both recommend that the City Commission approve the one (1) year continuation of the Agreement, for the period commencing on February 1st, 2024, up to January 31st, 2025.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: $123,535.90
b) Amount budgeted for this item in Account No:
001-513-2002-546801-0000-000-0000- | IT Maintenance Contracts
c) Source of funding for difference, if not fully budgeted: Not Applicable
d) 5-year projection of the operational cost of the project:

	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Revenues	$.00	$.00	$.00	$.00	$.00
Expenditures	$123,535.90	$129,712.70	$136,198.33	$143,198.33	$150,158.66
Net Cost	$123,535.90	$129,712.70	$136,198.33	$143,198.33	$150,158.66

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? No
b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(I) Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services - Renewal

1. On November 13, 2022, the City entered into an Agreement with Concrete Works & Paving, Inc. for an initial four (4) month period, commencing November 13, 2022, and expiring March 19, 2023.

2. Concrete Works & Paving provides concrete and asphalt restoration services on an as-needed basis for the Utilities Department and other departments city-wide.

3. Section A of the Scope of Services of the contract between Broward County and Concrete Works & Paving, Inc. pursuant to Solicitation No. PNC2123416B1, authorizes two (2), additional, one (1) year renewal periods subject to vendor acceptance.

4. On March 10, 2023 Broward County and CONTRACTOR renewed the term of their contract pursuant to Solicitation No. PNC2123416B1 for an additional, one (1) year term which will expire on March 20, 2024.

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5. The Utilities Department recommends that the City Commission approve this First Amendment to continue to piggyback on the Broward County contract for the first, one (1) year renewal term commencing on March 20, 2023, and expiring on March 20, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: The annual cost under this agreement is estimated to be approximately $350,000.00, but Staff is recommending Commission approval in an amount not to exceed the limits of the approved budget, as may be amended, for this service. Staff estimates funds on an as-needed basis for the renewal period in an initial amount of $51,500 for FY 2022-23, and an estimated amount of $298,500 for FY 2023-24, as needed.
b) Amount budgeted for this item in Account No: $19,800.00 in Account no. 471-533-6032-546150-0000-000-0000- (R&M Land Bldg. & Improvement)
c) Source of funding for difference, if not fully budgeted: $31,700.00 in Account no. 471-533-6032-546250-0000-000-0000- (R&M Equipment)
d) 1-year projection of the operational cost of the project:

	Current FY	FY 2024
Revenues	$.00	$.00
Expenditures	$51,500.00	$298,500.00
Net Cost	$51,500.00	$298,500.00

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal

1. On November 13, 2019, the City entered into an Agreement with Hillers Electrical Engineering, Inc. for the provision of electrical engineering services for the Utilities Department, for an initial three (3) year period, which expires on November 12, 2022.

2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written

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Amendments extending the term thereof.

3. On December 9, 2021, the City entered into the First Amendment to revise the total compensation amount from $225,000 annually for the three (3) year term to $675,000 total for the initial term of the Agreement.

4. On August 15, 2022, the City entered into the Second Amendment to revise the compensation amount $675,000.00 for the initial term and $225,000.00 for each subsequent renewal term, and to renew the term for an additional one (1) year period, which expires on November 12, 2023.

5. The Utilities Department recommends that the City Commission approve this Third Amendment to revise the compensation provision as set forth in Section 3 of the Third Amendment and to renew the term for an additional one (1) year period, which shall commence on November 13, 2023 and naturally expire on November 12, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: Not applicable. Staff will submit every work authorization under this contract term, greater than or equal to $25,000.00, to the City Commission for consideration.
b) Amount budgeted for this item in Account No: When specific projects are identified, the appropriate budgets and accounts will be utilized.
c) Source of funding for difference, if not fully budgeted: Not Applicable
d) 5 year projection of the operational cost of the project: Not Applicable
e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(K) Polydyne, Inc.-Purchase of CLARIFLOC A-3333P Polymer-Renewal

1. On November 13, 2019, the City entered into a Continuing Purchase Agreement with Polydyne, Inc. for an initial ten (10) month period, which naturally expired on September 30, 2020.

2. Polydyne, Inc. provides the City's Utilities Department with CLARIFLOC A-3333P Polymer for the Water Treatment Plant.

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3. Section 4.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments.

4. On June 3, 2020, the Parties executed the First Amendment to the Original Agreement to extend the term thereof for a one (1) year term, which naturally expired on September 30, 2021.

5. On August 4, 2021, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the total annual compensation from $27,946.00 to $29,930.00 and to extend the term of the agreement for a one (1) year period, which naturally expired on September 30, 2022.

6. On August 8, 2022, the Parties executed the Third Amendment to the Original Agreement, as amended, to increase the total annual compensation from $29,930.00 to $33,000.00 and to extend the term of the agreement for a one (1) year period, which will naturally expire on September 30, 2023.

7. The Utilities Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Fourth Amendment to extend the term for a one (1) year renewal term which shall commence on October 1, 2023 and shall naturally expire on September 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: $33,000 (20,000 lbs. estimated annual usage x $1.65)
b) Amount budgeted for this item in Account No:
471-533-6031-552430-0000-000-0000- (Operating chemicals)
c) Source of funding for difference, if not fully budgeted: Not Applicable.
d) 5 year projection of the operational cost of the project:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	$0.00	$0.00	$.00	$.00	$.00
Expenditures	$0.00	$33,000.00	$.00	$.00	$.00
Net Cost	$0.00	$33,000.00	$.00	$.00	$.00

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

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b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(L) Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling at the Water Treatment Plant - Renewal

1. On November 17, 2021, the City entered into an Agreement with Prolime Corporation for the provision of lime sludge removal and hauling services, for an initial two (2) year period, which expires on November 16, 2023.

2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The Utilities Department recommends that the City Commission approve this First Amendment to amend the expiration date of the Original Agreement to August 16, 2023, to amend the compensation provision as set forth in Section 4 of the First Amendment and to renew the term for an additional two (2) year period which shall commence on August 17, 2023, and naturally expire on August 16, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: The annual cost under this agreement is estimated to be approximately $748,000.00, but Staff is recommending Commission approval of this agreement in an amount not to exceed the limits of the approved budget, as may be amended, for this service. The remaining budget for this service in the current fiscal year is $350,000.00. The proposed budget for the 2023-2024 fiscal year is $748,089.00.
b) Amount budgeted for this item in Account No: $350,000.00 in Account no. 471-533-6031-534450-0000-000-0000- (Other Svc - Sludge Removal)
c) Source of funding for difference, if not fully budgeted: Not Applicable
d) 3 year projection of the operational cost of the project:

	Current FY	FY 2024	FY 2025
Revenues	$.00	$.00	$.00
Expenditures	$350,000.00	$748,089.00	$770,531.67
Net Cost	$350,000.00	$748,089.00	$770,531.67

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor

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Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?

(M) Florida HydroCorp, Inc. - Cross Connection Controls - Non-Renewal

1. On March 20th, 2023, the City entered into an Agreement with Florida HydroCorp, Inc. for a period to expire on September 12th, 2023.

2. Florida HydroCorp, Inc. provides the City's Utility Department with Cross Connection Control Program Management Services on an as-needed basis.

3. Section 5.1 of the Agreement authorizes the term of the agreement to expire concurrent with the piggybacked agreement resulting from RFP 2018-4-UTI between Cooper City and Florida HydroCorp, Inc., on September 12th, 2023, and does not allow for any further renewals.

4. The Utilities Department is working on a new procurement process, which may include piggybacking of another agreement, to secure these services.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/06/2022

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		CONTACT NAME:	Christine Dewey	
JDA Insurance		PHONE (A/C, No, Ext):	(561) 296-0373	FAX (A/C, No): (561) 828-0997
120 N. Federal Hwy., #301		E-MAIL ADDRESS:	christine@thejdagroup.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
Lake Worth	FL 33460	INSURER A :	Clear Blue Insurance Company	28860
INSURED		INSURER B :	Infinity Assurance Ins Co	39497
Concrete Works & Paving, Inc.		INSURER C :		
5322 Chesterfield Dr		INSURER D :		
		INSURER E :		
Ave Maria	FL 34142	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CL2292702889 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y		BGFL0026318200	09/20/2022	09/20/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			509820047723001	09/20/2022	09/20/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CONCRETE PUMPING & PAVING

City of Pembroke Pines is included as additional isured in regards to the General Liability policy when required by written contract.

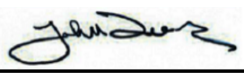
CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/11/2023

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
SUNZ Insurance Solutions, LLC. ID: (TLR)
c/o TLR of Bonita, Inc
700 Central Ave, Suite 500
St. Petersburg, FL 33701

CONTACT NAME: Workers' Comp Department
PHONE (A/C, No, Ext): 727-520-7676 x 3 **FAX (A/C, No):** 727-525-3862
E-MAIL ADDRESS: certs@encorehr.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SUNZ Insurance Company	34762
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TLR of Bonita, Inc
dba EnterpriseHR
700 Central Avenue Suite 500
St. Petersburg FL 33701

COVERAGES **CERTIFICATE NUMBER:** 74336092 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WC039-00001-023 WC039-00001-022	6/1/2023 6/1/2022	6/1/2024 6/1/2023	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

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

Coverage Provided for all leased employees but not subcontractors of: Concrete Works & Paving Inc
Client Effective: 6/30/2018

CERTIFICATE HOLDER
5185

City of Pembroke Pines
601 City Center Way, 2nd Floor
Pembroke Pines FL 33025

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Rick Leonard

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FW: Concrete Works & Paving / Concrete & Asphalt Restoration

Rotstein, Daniel

Thu 8/10/2023 5:19 PM

To:Diaz, Eliezer <ediaz@ppines.com>

4 attachments (5 MB)

COI (GL & Auto expiring 09-20-2023).pdf; COI (WC expiring 06-01-2024).pdf; Concrete Works & Paving - Concrete & Asphalt Restoration - First Amendment (PE).pdf; Exhibit C - Broward County & Concrete Works Contract Renewal.pdf;

Approved

From: Diaz, Eliezer <ediaz@ppines.com>
Sent: Thursday, August 10, 2023 2:52 PM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Concrete Works & Paving / Concrete & Asphalt Restoration

Good afternoon Dan,

Please could you review the attached COI with regard to the above-referenced agreement so as to provide us with your approval/comments?

Concrete_Works__Paving_Inc__Concrete_and_Paving_Restoration (all backup).pdf

Thank you,

Eliezer "Eli" Diaz
Finance Department • Contracts
City of Pembroke Pines
601 City Center Way, Pembroke Pines, FL 33025
Direct: 954-392-9438
Main: 954-392-9435
Email: ediaz@ppines.com
www.ppines.com

DocuSign Envelope ID: D817B230-EE85-48E6-B873-81EF963BA18D

AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND CONCRETE WORKS & PAVING, INC.

THIS AGREEMENT ("Agreement"), is entered into on November 13, 2022, by and between the **City of Pembroke Pines**, a Florida municipal corporation with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as "CITY"), and **Concrete Works & Paving, Inc.**, a Florida Profit Corporation, with a business address of **5322 Chesterfield Dr., Ave Maria, FL 34142** ("CONTRACTOR"). CITY and CONTRACTOR shall be collectively referred to herein as "Parties" and individually as "Party".

WHEREAS, CITY desires to engage CONTRACTOR to provide concrete and asphalt restoration services on an as-needed basis within the City of Pembroke Pines; and,

WHEREAS, on March 20, 2022, Broward County entered into a contract for Concrete and Asphalt Restoration Services with CONTRACTOR, pursuant to Solicitation No. PNC2123416B1, for the provision of concrete and asphalt restoration services on an as-needed basis for a one (1) year term which will expire on March 19, 2023, and which allows for two (2), additional, one (1) year renewal terms; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.18(C)(5), entitled "Utilization of Other Governmental Agencies' Contracts", CITY has evaluated Solicitation No. PNC2123416B1 and the resulting agreement and determined such terms and pricing may be utilized by CITY to obtain the materials and services herein required; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.18(C)(5), the CITY desires to engage CONTRACTOR to provide Concrete and Asphalt Restoration Services utilizing the terms and pricing set forth in Solicitation No. PNC2123416B1 and the resulting agreement; and,

WHEREAS, CONTRACTOR agrees to honor and extend the same terms and pricing set forth in Solicitation No. PNC2123416B1 and in the resulting agreement to CITY for the procurement of the materials and services herein required; and,

WHEREAS, the Parties wish to incorporate and supplement the terms and conditions set forth in Solicitation No. PNC2123416B1 and the resulting agreement, attached hereto and made a specific part hereof as **Exhibit "A"**, with the terms and requirements set forth herein; and,

WHEREAS, at its meeting of November 2nd, 2022, the CITY Commission approved this Agreement and authorized the proper CITY officials to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

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1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.

2. **Scope of Services**. The CONTRACTOR agrees to provide all labor, materials, and services as may be necessary to provide concrete and asphalt restoration services at various locations within the City of Pembroke Pines ("Property") as set forth herein, in accordance with the terms and pricing set forth in **Exhibit "A",** and as more particularly described in CONTRACTOR's proposal, attached hereto and made a specific part hereof as **Exhibit "B"**.

2.1 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed pursuant to this Agreement shall be done in a professional manner.

2.2 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.

2.3 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the beginning of work pursuant to this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

2.4 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.5 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services pursuant to this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.6 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with

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respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.7 CONTRACTOR shall not subcontract any of its obligations under this Agreement without first obtaining the CITY's prior written consent. In the event the CITY does consent in writing to a subcontracting arrangement, CONTRACTOR shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Agreement. Any subcontract entered into by CONTRACTOR shall name the CITY as a third-party beneficiary.

3. **Compensation and Method of Payment**. CONTRACTOR shall be entitled to invoice CITY monthly, based on CITY's purchase order and in accordance with the unit pricing listed in the attached **Exhibit "B"**. Invoices must bear the project name, project number, and purchase order number. The annual amount paid to CONTRACTOR pursuant to this Agreement shall not exceed **TWO HUNDRED THOUSAND DOLLARS AND 00/100 CENTS ($200,000.00)**.

3.1 The total compensation amount may not be exceeded without a written amendment to this Agreement. CITY has up to thirty (30) days to review, approve and pay all invoices after receipt.

3.2 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

3.3 Method of Billing and Payment. The CITY shall within thirty (30) days, from the date of CITY's Utilities Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Utilities Director or his or her designee. Payment will be made to CONTRACTOR at:

Concrete Works & Paving, Inc.
5322 Chesterfield Dr.,
Ave Maria, FL 34142

4. **Changes to Scope**. CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of services, to be provided pursuant to this Agreement and as described in **Exhibit "B"**. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of CITY's Code of Ordinances and must be contained in a written amendment, executed by the Parties hereto prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any

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work which has not been described either herein, in a purchase order, or in a separate written agreement executed by the Parties hereto. CONTRACTOR shall continue work when seeking change order unless work has not been authorized herein, or by written amendment or change order, executed by the Parties hereto.

5. **Time of Commencement and Substantial Completion**. CONTRACTOR shall perform the services described in Section 2 of this Agreement, and as more particularly described in **Exhibit "A"** and **Exhibit "B"**, on an as-needed basis, in accordance with CITY's purchase order and within a time frame mutually agreed upon between the CONTRACTOR and the CITY's Utilities Director or his or her designee, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean satisfactory completion and final inspection of the Property by the CITY.

6. **Termination of Agreement.**

6.1 **Termination for Convenience**. This Agreement may be terminated by CITY for convenience, upon thirty (30) calendar days of written notice of such termination to CONTRACTOR, in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination.

6.2 **Termination for Cause; Default**. In addition to all other remedies available to CITY, this Agreement shall be subject to termination by CITY for cause. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated for cause, CONTRACTOR shall indemnify CITY against loss pertaining to such abandonment or termination. CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement.

6.2.1 **Liquidated Damages**. As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, **ONE HUNDRED DOLLARS AND 00/100 CENTS ($100.00)** for every day of such breach. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall

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not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

6.2.2 **Default Events**. The occurrence of any one or more of the following events shall constitute a default and breach of this agreement by CONTRACTOR:

6.2.2.1 The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

6.2.2.2 The abandonment, unnecessary delay, refusal of, or failure to correct deficiencies for a period of seven (7) calendar days after receipt by CONTRACTOR of written notice of such neglect or failure.

6.2.2.3 Assignment and/or transfer of this Agreement which is not expressly permitted here under or in writing by CITY.

6.2.2.4 The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudicated bankrupt (unless, the same is dismissed within sixty (60) days of such filing).

6.2.2 **Remedies in Default**. In the event of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

6.2.2.1 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.

6.2.2.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR together with the costs incident thereto to such default.

6.2.2.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had

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been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

6.2.2.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

7. **Insurance**.

7.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their insurance broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the

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CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 **Required Insurance**. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Designated Construction Project(s) General Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for the later of ten (10) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓ ☐ 7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

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If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

✓ ☐ 7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ✗ 7.6.4 Umbrella/Excess Liability Insurance in the amount of $_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

7.7 REQUIRED ENDORSEMENTS.

7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
7.7.2 Waiver of all Rights of Subrogation against the CITY.
7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

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7.9 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in Section 7, herein.

8. **Indemnification**. The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent caused in whole or in part by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR or its employees, agents, partners, principals or subcontractors during the performance of this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

8.1 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

8.2 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

8.3 CONTRACTOR's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement, plus the compensation received by CONTRACTOR.

9. **Agreement Subject to Funding**. This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

10. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

11. **Sovereign Immunity**. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

12. **Independent Contractor**. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers'

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Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or Federal policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

13. **Non-Discrimination & Equal Opportunity Employment**. During the performance of the Agreement, neither CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

14. **Binding Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15. **Assignments; Amendments**. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto.

16. **Public Records**. The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

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16.1 Keep and maintain public records required by the CITY to perform the service;

16.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

16.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CITY; and

16.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

16.5 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com

17. **Notice**. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CITY designates the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

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Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR: Alvaro Medina, President
Concrete Works & Paving, Inc.
5322 Chesterfield Dr.,
Ave Maria, FL 34142
Telephone No. (305) 218-4816
E-mail: alvaro@concreteworksandpaving.com

18. **Attorneys' Fees**. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

19. **Counterparts and Execution**. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

20. **Scrutinized Companies**. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

    20.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

    20.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

        20.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

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20.2.2 Is engaged in business operations in Syria.

21. **Employment Eligibility**. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

21.1 **Definitions for this Section**.

21.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

21.1.2 "Subcontractor" includes, but is not limited to, a vendor or consultant.

21.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement; Termination**. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this

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provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Agreement under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

22. **Warranty**. CONTRACTOR warrants the work against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to the affected area. The one (1) year warranty period does not begin until substantial completion of the entire project.

23. **Protection of City Property**. At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

24. **Records and Audit**. CITY may, upon prior written notice and at a mutually agreed upon date for a period of up to three (3) years following the date of final performance of services by CONTRACTOR under this Agreement, review those books and records of CONTRACTOR which are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its relevant branch location for a period of three (3) years after final payment is made under this Agreement, or as otherwise required by applicable law.

25. **Severability**. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

26. **Waiver**. Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

27. **Uncontrollable Forces**. Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable,

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removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

28. **Compliance with Jessica Lunsford Act.** CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for vendors performing services at a Florida public school or for a public school district, if applicable.

29. **Entire Agreement**. These terms, together with **Exhibit "A"**, and **Exhibit "B"**, incorporated herein by reference, set forth the entire understanding of the Parties and supersede all prior agreements, whether written or oral, with request to such subject matter. All references to "Broward County", "County" or "Awarding Authority" in Exhibit "A" shall be construed as a reference to CITY, and all terms and conditions shall be deemed as having been available for use by the City of Pembroke Pines.

30. **Conflict of Terms**. In the event of any conflict or ambiguity by and between the terms set forth in **Exhibit "A"**, and **Exhibit "B"**, with the terms of this Agreement, this Agreement shall prevail followed by Exhibit "B", and Exhibit "A."

SIGNATURE PAGE FOLLOWS

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene D. Graham
E858EEE04EEF4F3...

BY: _____

MARLENE D. GRAHAM, CITY CLERK

MAYOR FRANK C. ORTIS

November 13, 2022

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...

Print Name: Jacob Horowitz

OFFICE OF THE CITY ATTORNEY

BY: DocuSigned by: Charles F. Dodge 47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

CONCRETE WORKS & PAVING, INC.

Signed By: _____

Name: ALVARO A. MEDINA JR.

Title: PRESIDENT

Solicitation PNC2123416B1

Concrete and Asphalt Restoration Services

Bid Designation: Public

BROWARD COUNTY
FLORIDA
Purchasing Division
www.broward.org/purchasing

Broward County Board of County Commissioners

Bid PNC2123416B1
Concrete and Asphalt Restoration Services

Bid Number	**PNC2123416B1**
Bid Title	**Concrete and Asphalt Restoration Services**
Bid Start Date	**Nov 18, 2021 2:33:45 PM EST**
Bid End Date	**Dec 8, 2021 2:00:00 PM EST**
Question & Answer End Date	**Nov 29, 2021 5:00:00 PM EST**
Bid Contact	**Nancy Olesen** **Purchasing** **nolesen@broward.org**
Bid Contact	**Amy Almanzar** **Purchasing** **aalmanzar@broward.org**
Contract Duration	**1 year**
Contract Renewal	**2 annual renewals**
Prices Good for	**120 days**

Bid Comments

BidSync is now known as Periscope S2G, Supplier-To-Government for vendors. Any reference to BidSync in this solicitation shall refer to Periscope S2G, Supplier-To-Government.

Scope of Work: Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals to perform concrete and asphalt restoration services, including repair/maintenance of roadway systems, concrete sidewalk repairs, driveway repairs, landscape restoration, pavement marking restoration and maintenance of traffic in accordance with the written specifications.

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

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

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

This is a group bid. A bidder must bid on all items within the group to be considered for award of that group. Bidder to indicate "no charge" for those items that are included at no additional charge.

Bid Allowance Amounts: The solicitation includes pass-thru allowances in the annual amount of $150,000. 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 final bid tabulation.

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.

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 .

Added on Nov 29, 2021:
Addendum No. 1

1. Bid Guaranty Performance and Payment Guaranties and Qualifications of Surety Req dated Revised May 1, 2021 has been revised and replaced in its entirety with Bid Guaranty Performance and Payment Guaranties and Qualifications of Surety dated Revised 6/30/2021.

Addendum # 1

New Documents	**Bid Guaranty Performance and Payment Guaranties and Qualifications of Surety**
Removed Documents	**Bid Guaranty Performance and Payment Guaranties and Qualifications of Surety Req**

Item Response Form

Item	**PNC2123416B1--01-01 - Group 1: Standard mobilization for asphalt work**
Quantity	**160 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 160

Description
Payment for Mobilization/demobilization will be based upon the actual number, each, of such mobilizations/demobilization to each project location for asphalt restoration services (FDOT Specification No. 101)

Item	**PNC2123416B1--01-02 - Group 1: Standard mobilization for concrete work**
Quantity	**160 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A

N/A FL 33301
Qty 160

Description
Payment for Mobilization/demobilization will be based upon the actual number, each, of such mobilizations/demobilization to each project location for concrete restoration services (FDOT Specification No. 101)

Item	**PNC2123416B1--01-03 - Group 1: Standard mobilization for paver work**
Quantity	**5 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 5

Description
Payment for Mobilization/demobilization will be based upon the actual number, each, of such mobilizations/demobilization to each project location for Paver restoration services

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Item	**PNC2123416B1--01-04 - Group 1: Emergency call out mobilization within 4 hours**
Quantity	**5 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 5

Description
Payment for Emergency mobilization will be based upon the actual number, each, of such emergency call outs to each project location within four-hour notification from COUNTY (FDOT Specification No. 101)

Item	**PNC2123416B1--01-05 - Group 1: Traffic control officer**
Quantity	**10 hour**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 10

Description
Payment for Traffic control services will be based upon actual quantity; hour, of such services. The price shall be full compensation for work performed by an F.D.O.T. traffic conrol officer, all in accordance with the requirements of the Bid Documents.

Item	**PNC2123416B1--01-06 - Group 1: Work zone sign, F & I**
Quantity	**800 day**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 800

Description
Payment for Work Zone signs will be based upon actual quantity; day, of such signs. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for Work Zone signs. (FDOT Specification No. 102)

Item **PNC2123416B1–01-07 - Group 1: Business sign, F & I**

Quantity **5 each**

Unit Price

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

Description
Payment for Work Zone signs will be based upon actual quantity; each, of such signs. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for Work Zone signs. (FDOT Specification No. 102)

Item **PNC2123416B1–01-08 - Group 1: Barrier wall, temporary, f&i, waterfilled, up to 30 days**

Quantity **50 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 50

Description
Payment for Barrier wall will be based upon actual quantity; linear foot, of such barrier walls. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for plastic water-filled barrier walls (FDOT Specification No. 102)

Item **PNC2123416B1–01-09 - Group 1: Barrier wall, temporary, relocate, concrete**

Quantity **50 linear foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 50

Description
Payment for Barrier wall will be based upon actual quantity; linear foot, of such barrier walls. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for plastic water-filled barrier walls (FDOT Specification No. 102)

Item	**PNC2123416B1–01-10 - Group 1: Barrier wall, temporary, relocate, waterfilled**
Quantity	**20 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 20

Description
Payment for Barrier wall will be based upon actual quantity; linear foot, of such barrier walls. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for plastic water-filled barrier walls (FDOT Specification No. 102)

Item	**PNC2123416B1–01-11 - Group 1: Barricade, temporary, types I, II, DI, VP & drum, F & I**
Quantity	**750 day**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 750

Description
Payment for Barricades will be based upon actual quantity; day, of such barricades/drums. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for barricades type I, II, III and drums. Where barricades may be susceptible to overturning in the wind, sandbags should be used and included under this pay item (FDOT Specification No. 102)

Item	**PNC2123416B1–01-12 - Group 1: Barricade, temporary, type III, 6 foot, F & I**
Quantity	**50 day**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 50

Description
Payment for Barricades will be based upon actual quantity; day, of such barricades/drums. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for barricades type III. Where barricades may be susceptible to overturning in the wind, sandbags should be used and included under this pay item (FDOT Specification No. 102)

Item	**PNC2123416B1--01-13 - Group 1: Traffic cones, F & I**
Quantity	**7500 day**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 7500

Description
Payment for Traffic cones will be based upon actual quantity; day, of such cones. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for traffic cones.

Item	**PNC2123416B1--01-14 - Group 1: Advance warning arrow panels, F & I**
Quantity	**25 day**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 25

Description
Payment for Advance warning arrows will be based upon actual quantity; day, of such devices. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for advance warning arrows (FDOT Specification No. 102)

Item	**PNC2123416B1--01-15 - Group 1: Temporary retroreflective pavement marker**
Quantity	**25 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 25

Description
Payment for Raised retro-reflective pavement markers will be based upon actual quantity; each, of such markers. The price shall be full compensation for furnishing all materials, labor, transportation, equipment, tests, tools and incidentals necessary to complete the item, all in accordance with the requirements of the Bid Documents (FDOT Specification No. 102)

Item	**PNC2123416B1--01-16 - Group 1: Portable changeable message sign, temporary, F & I**
Quantity	**25 day**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A

N/A FL 33301
Qty 25

Description
Payment for Portable signs will be based upon actual quantity; day, of such signs. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for portable signs (FDOT Specification No. 102)

Item	**PNC2123416B1–01-17 - Group 1: FDOT certified flag person**
Quantity	**800 hour**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 800

Description
Payment for Flag person services will be based upon actual quantity; hour, of such services. The price shall be full compensation for work performed by an F.D.O.T. certified flag person, all in accordance with the requirements of the Bid Documents.

Item	**PNC2123416B1–01-18 - Group 1: Sediment barrier**
Quantity	**40 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 40

Description
Payment for Sediment Barrier will be based upon actual quantity; linear foot, of such barriers. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for sediment barrier (FDOT Specification No. 104)

Item	**PNC2123416B1–01-19 - Group 1: Floating turbidity barrier**
Quantity	**40 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 40

Description
Payment for Turbidity Barrier will be based upon actual quantity; linear foot, of such barriers. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for turbidity barrier (FDOT Specification No. 104)

Item	**PNC2123416B1–01-20 - Group 1: Staked turbidity barrier - nylon reinforced PVC**
Quantity	**50 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 50

Description
Payment for Turbidity Barrier will be based upon actual quantity; linear foot, of such barriers. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for turbidity barrier (FDOT Specification No. 104)

Item	**PNC2123416B1–01-21 - Group 1: Mowing**
Quantity	**2 acre**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2

Description
Payment for Mowing will be based upon actual quantity; acre, of such service. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for mowing (FDOT Specification No. 107)

Item	**PNC2123416B1–01-22 - Group 1: Utility locating and excavation test hole**
Quantity	**2 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2

Description
Payment for Utility locating and excavation test holes will be based upon actual quantity; each, of such services. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for test holes

Item	**PNC2123416B1–01-23 - Group 1: Engineering work, signed & sealed drawings**
Quantity	**80 hour**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A

N/A FL 33301
Qty 80

Description
Payment for Engineering work services will be based upon actual quantity; hour, of such services. The price shall be full compensation for work performed by a registered professional engineer, all in accordance with the requirements of the Bid Documents.

Item	**PNC2123416B1--01-24 - Group 1: Curb or curb and gutter removal**
Quantity	**650 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 650

Description
Payment for Curb or gutter will be based upon actual quantity; linear foot, of such curbs and gutters. The price shall be full compensation for all associated labor, transportation, equipment, supplies, materials, supervision and performing all operations necessary for curbs and gutters

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Item	**PNC2123416B1--01-25 - Group 1: Removal of existing concrete pavement**
Quantity	**1400 square yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 1400

Description
Payment for removal of existing concrete pavement will be based upon actual quantity; square yard, of such services. The price shall be full compensation for performing and completing all the work of removal and satisfactory disposal (FDOT Specification No. 110)

Item	**PNC2123416B1--01-26 - Group 1: Regular excavation**
Quantity	**6000 cubic yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 6000

Description
Payment for Excavation will be made at the unit price, cubic yard, named in the Bid Schedule, which shall constitute full compensation for saw-cutting, protection of property, protection of existing utilities, shoring and sheeting, extra excavation, disposal of surplus or unsuitable material, backfilling; and for all other appurtenant work incidental requiring excavation (FDOT Specification No. 120)

Item	**PNC2123416B1--01-27 - Group 1: Embankment**
Quantity	**20 cubic yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 20

Description
Payment for Embankment will be made at the unit price, cubic yard, named in the Bid Schedule, which shall constitute full compensation for all work specified in this Section, including all material for constructing the embankment, all excavating, dredging, pumping, placing and compacting of material for constructing the embankment complete, dressing of the surface of the roadway, maintenance and protection of the completed earthwork, and the removal of rubbish, vegetation (FDOT Specification No. 120)

Item **PNC2123416B1–01-28 - Group 1: Flowable fill**

Quantity **150 cubic yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 150

Description
Payment for flowable fill will be made at the unit price, cubic yard, named in the Bid Schedule, which shall constitute full compensation for all work specified in this Section, including all cost of the mixture, in place and accepted, determined as specified in the contract documents (FDOT Specification No. 121)

Item **PNC2123416B1–01-29 - Group 1: Type B stabilization**

Quantity **500 square yard**

Unit Price

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

Description
Payment for Type B stabilization will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for Stabilize designated portions of the roadbed to provide a firm and unyielding subgrade and having the required bearing value (FDOT Specification No. 160)

Item **PNC2123416B1–01-30 - Group 1: Reworking limerock base, 6 inch**

Quantity **10000 square yard**

Unit Price

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

N/A FL 33301
Qty 10000

Description
Payment for Reworking 6 inch limerock base will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for Rework (or rework and widen) the existing rock base, by adding new limerock material (FDOT Specification No. 210)

Item	**PNC2123416B1--01-31 - Group 1: Reworking limerock base, 4 inch**
Quantity	**200 square yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 200

Description
Payment for Reworking 4 inch limerock base will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for Rework (or rework and widen) the existing rock base, by adding new limerock material (FDOT Specification No. 210)

Item	**PNC2123416B1--01-32 - Group 1: Reworking limerock base, 3 inch**
Quantity	**200 square yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 200

Description
Payment for Reworking 3 inch limerock base will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for Rework (or rework and widen) the existing rock base, by adding new limerock material (FDOT Specification No. 210)

Item	**PNC2123416B1--01-33 - Group 1: Limerock, new material for reworking base**
Quantity	**1000 cubic yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 1000

Description
Payment for New Limerock material will be made at the unit price, cubic yard, named in the Bid Schedule, which shall constitute full compensation for providing new material for reworking the base (FDOT Specification No. 210)

Item	**PNC2123416B1--01-34 - Group 1: Temporary patch using cold asphaltic mix (1 inch thick)**
Quantity	**15 cubic foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 15

Description
Payment for Temporary patch will be made at the unit price, cubic foot, named in the Bid Schedule, which shall constitute full compensation all material, labor, equipment with operator and incidentals to install temporary patch using cold asphaltic mix.

Item **PNC2123416B1–01-35 - Group 1: Milling existing asphalt pavement, 1 inch average depth**

Quantity **2600 square yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 2600

Description
Payment for Milling will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for Milling existing asphalt pavement, 1 inch average depth (FDOT Specification No. 327). Item includes all material, labor and equipment with operator to complete the work.

Item **PNC2123416B1–01-36 - Group 1: Milling existing asphalt pavement, 2 inch average depth**

Quantity **2000 square yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 2000

Description
Payment for Milling will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for Milling existing asphalt pavement, 2 inch average depth (FDOT Specification No. 327). Item includes all material, labor and equipment with operator to complete the work.

Item **PNC2123416B1–01-37 - Group 1: Milling existing asphalt pavement, 1.5 inch average depth**

Quantity **5000 square yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 5000

Description

Payment for Milling will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for Milling existing asphalt pavement, 1.5 inch average depth (FDOT Specification No. 327). Item includes all material, labor and equipment with operator to complete the work.

Item	**PNC2123416B1–01-38 - Group 1: Type S asphaltic concrete**
Quantity	**400 ton**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 400

Description
Payment for Type S asphaltic concrete will be made at the unit price, ton, named in the Bid Schedule, which shall constitute full compensation for Type S asphaltic concrete specified in the Contract Documents. Item includes all material, labor and equipment with operator to complete the work.

Item	**PNC2123416B1–01-39 - Group 1: Superpave asphaltic concrete, traffic A, B, C, D, or E**
Quantity	**1800 ton**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 1800

Description
Payment for Superpave asphaltic concrete will be made at the unit price, ton, named in the Bid Schedule, which shall constitute full compensation for Construct a Superpave Asphalt Concrete pavement with the type of mixture specified in the Contract Documents, or when offered as alternates, as selected (FDOT Specification No. 334). Item includes all material, labor and equipment with operator to complete the work.

Item	**PNC2123416B1–01-40 - Group 1: Asphalt concrete friction course, traffic A, C, or D, FC 9.5 or 12.5, rubber**
Quantity	**500 ton**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 500

Description
Payment for Asphaltic concrete friction course will be made at the unit price, ton, named in the Bid Schedule, which shall constitute full compensation for construct an asphalt concrete friction course pavement with the type of mixture specified in the Contract Documents, or when offered as alternates, as selected (FDOT Specification No. 337). Item includes all material, labor and equipment with operator to complete the work.

Item	**PNC2123416B1–01-41 - Group 1: Miscellaneous asphalt pavement**

Quantity	**50 ton**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 50

Description
Payment for Miscellaneous asphalt pavement will be made at the unit price, ton, named in the Bid Schedule, which shall constitute full compensation for For cleaning and sealing joints in new or existing concrete pavement, the quantity to be paid will be the length in feet, as determined by field measurement along the joints (FDOT Specification No. 339). Item includes all material, labor and equipment with operator to complete the work.

Item	**PNC2123416B1–01-42 - Group 1: Cleaning and resealing joints existing (concrete pavement rehab)**
Quantity	**10 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 10

Description
Payment for Cleaning and resealing joints exisitng will be made at the unit price, linear foot, named in the Bid Schedule, which shall constitute full compensation for cleaning and sealing random cracks in existing concrete pavement, the quantity to be paid will be the length in feet, as determined by field measurement along the cracks (FDOT Specification No. 350).

Item	**PNC2123416B1–01-43 - Group 1: Cleaning and sealing random cracks in existing concrete pavement rehab**
Quantity	**10 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 10

Description
Payment for Cleaning and resealing joints exisitng will be made at the unit price, linear foot, named in the Bid Schedule, which shall constitute full compensation for cleaning and sealing random cracks in existing concrete pavement, the quantity to be paid will be the length in feet, as determined by field measurement along the cracks (FDOT Specification No. 350).

Item	**PNC2123416B1–01-44 - Group 1: Trailer Mounted Concrete Pump**
Quantity	**20 hour**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A

N/A FL 33301
Qty 20

Description
Payment for Trailer Mounted Concrete Pump with operator (with at least 100 foot long, 4 inch diameter hose to deliver various pump-mix contrete - 2 hour minimum) will be based upon actual quantity; hour, of such equipment and services. The price shall be full compensation for providing Trailer Mounted Concrete Pump with operator, including transportation, fuel and all in accordance with the requirements of the Bid Documents.

Item	**PNC2123416B1--01-45 - Group 1: Additional hose for Pump mix, Over 100 Foot, 4 inch diameter**
Quantity	**200 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 200

Description
Payment for additional hose for pump mix will be based upon actual quantity; linear foot, of such equipment and services. The price shall be full compensation for providing dunp truck with operator, including transportation, fuel and all in accordance with the requirements of the Bid Documents.

Item	**PNC2123416B1--01-46 - Group 1: Ready Mixed Concrete 3000 psi Regular or Pump Mix**
Quantity	**50 cubic yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 50

Description
Payment for ready mixed concrete 3000 PSI regular or pump mix will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for quantity completed and accepted (FDOT Specification No. 522)

Item	**PNC2123416B1--01-47 - Group 1: Ready Mixed Concrete 4000 psi Regular or Pump Mix**
Quantity	**50 cubic yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 50

Description
Payment for ready mixed concrete 4000 PSI regular or pump mix will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for quantity completed and accepted (FDOT Specification No. 522)

Item	**PNC2123416B1--01-48 - Group 1: Ready Mixed Concrete 5000 psi Regular or Pump Mix**
Quantity	**50 cubic yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 50

Description
Payment for ready mixed concrete 5000 PSI regular or pump mix will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for quantity completed and accepted (FDOT Specification No. 522)

Item	**PNC2123416B1--01-49 - Group 1: Concrete class NS, gravity wall**
Quantity	**5 cubic yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 5

Description
Payment for Concrete class NS will be made at the unit price, cubic yard, named in the Bid Schedule, which shall constitute full compensation for providing new material and all work specified in this Section, including all forms, falsework, joints, weep holes, drains, pipes, conduits, bearing pads, setting anchor bolts and dowels, surface finish, and cleaning up (FDOT Specification No. 400)

Item	**PNC2123416B1--01-50 - Group 1: concrete class I**
Quantity	**20 cubic yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 20

Description
Payment for Concrete class I will be made at the unit price, cubic yard, named in the Bid Schedule, which shall constitute full compensation for providing new material and all work specified in this Section, including all forms, falsework, joints, weep holes, drains, pipes, conduits, bearing pads, setting anchor bolts and dowels, surface finish, and cleaning up (FDOT Specification No. 400)

Item	**PNC2123416B1--01-51 - Group 1: concrete class II, culverts**
Quantity	**20 cubic yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A

N/A FL 33301
Qty 20

Description
Payment for Concrete class II, culverts will be made at the unit price, cubic yard, named in the Bid Schedule, which shall constitute full compensation for providing new material and all work specified in this Section, including all forms, falsework, joints, weep holes, drains, pipes, conduits, bearing pads, setting anchor bolts and dowels, surface finish, and cleaning up (FDOT Specification No. 400)

Item	**PNC2123416B1--01-52 - Group 1: concrete class II, endwalls**
Quantity	**20 cubic yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 20

Description
Payment for Concrete class II, endwalls will be made at the unit price, cubic yard, named in the Bid Schedule, which shall constitute full compensation for providing new material and all work specified in this Section, including all forms, falsework, joints, weep holes, drains, pipes, conduits, bearing pads, setting anchor bolts and dowels, surface finish, and cleaning up (FDOT Specification No. 400)

Item	**PNC2123416B1--01-53 - Group 1: concrete class II, retaining walls**
Quantity	**20 cubic yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 20

Description
Payment for Concrete class II, retaining walls will be made at the unit price, cubic yard, named in the Bid Schedule, which shall constitute full compensation for providing new material and all work specified in this Section, including all forms, falsework, joints, weep holes, drains, pipes, conduits, bearing pads, setting anchor bolts and dowels, surface finish, and cleaning up (FDOT Specification No. 400)

Item	**PNC2123416B1--01-54 - Group 1: concrete class II**
Quantity	**20 cubic yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 20

Description
Payment for Concrete class II will be made at the unit price, cubic yard, named in the Bid Schedule, which shall constitute full compensation for providing new material and all work specified in this Section, including all forms, falsework, joints, weep holes, drains, pipes, conduits, bearing pads, setting anchor bolts and dowels, surface finish, and cleaning up (FDOT Specification No. 400)

Item	**PNC2123416B1--01-55 - Group 1: Reinforcing steel**
Quantity	**10000 pound**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 10000

Description
Payment for Reinforcing steel will be made at all work specified in this Section, including all welding, all clips, spacers, ties, mechanical couplers, etc., and wire or other material used for fastening the reinforcement in place (FDOT Specification No. 415)

Item	**PNC2123416B1--01-56 - Group 1: Inlets, closed flume**
Quantity	**2 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2

Description
Payment for inlets will be based upon actual quantity; each, of such inlets. The price shall be full compensation for furnishing all materials and completing all work described herein or shown in the Plans, including all clearing and grubbing outside the limits of clearing and grubbing as shown in the Plans, all excavation except the volume included in the measurement designated to be paid for under the items for the grading work on the project, all backfilling around the structures, the disposal of surplus material, and the furnishing and placing of all gratings, frames, covers, and any other necessary fittings (FDOT Specification No. 425).

Item	**PNC2123416B1--01-57 - Group 1: Inlets, adjust**
Quantity	**2 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2

Description
Payment for adjustment will be based upon actual quantity; each, of such inlets. The price shall be full compensation for the number of such structures designated to be paid for under such separate items, and which are satisfactorily adjusted, at the Contract unit prices each for a djusting inlets, adjusting manholes, and adjusting valve boxes (FDOT Specification No. 425).

Item	**PNC2123416B1--01-58 - Group 1: Manhole, adjust**
Quantity	**5 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements

N/A
N/A FL 33301
Qty 5

Description
Payment for adjustment will be based upon actual quantity; each, of such structures. The price shall be full compensation for the number of such structures designated to be paid for under such separate items, and which are satisfactorily adjusted, at the Contract unit prices each for adjusting inlets, adjusting manholes, and adjusting valve boxes (FDOT Specification No. 425).

Item	**PNC2123416B1–01-59 - Group 1: Manhole, adjust, utilities**
Quantity	**10 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 10

Description
Payment for adjustment will be based upon actual quantity; each, of such structures. The price shall be full compensation for the number of such structures designated to be paid for under such separate items, and which are satisfactorily adjusted, at the Contract unit prices each for adjusting inlets, adjusting manholes, and adjusting valve boxes (FDOT Specification No. 425).

Item	**PNC2123416B1–01-60 - Group 1: Valve boxes, adjust**
Quantity	**80 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 80

Description
Payment for adjustment will be based upon actual quantity; each, of such valves. The price shall be full compensation for the number of such valves designated to be paid for under such separate items, and which are satisfactorily adjusted, at the Contract unit prices each for adjusting inlets, adjusting manholes, and adjusting valve boxes (FDOT Specification No. 425).

Item	**PNC2123416B1–01-61 - Group 1: Drainage structures, miscellaneous, adjust**
Quantity	**5 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 5

Description
Payment for adjustment will be based upon actual quantity; each, of such structures. The price shall be full compensation for the number of such structures designated to be paid for under such separate items, and which are satisfactorily adjusted, at the Contract unit prices each for adjusting inlets, adjusting manholes, and adjusting valve boxes (FDOT Specification No. 425).

Item	**PNC2123416B1--01-62 - Group 1: Pipe handrail- guiderail, aluminum**
Quantity	**150 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 150

Description
Payment for handrail will be based upon actual quantity; linear foot, of such aluminum handrail. The price shall be full compensation for all work specified in this Section, including all materials, hardware, labor, and incidentals required to complete the installation (FDOT Specification No. 515)

Item	**PNC2123416B1--01-63 - Group 1: Concrete curb & gutter, type E**
Quantity	**10 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 10

Description
Payment for type E concrete curb & gutter will be based upon actual quantity; linear foot, of such items. The price shall be full compensation for all work specified in this Section, including reinforcement steel, joint materials and asphalt curb pad. (FDOT Specification No. 520)

Item	**PNC2123416B1--01-64 - Group 1: Concrete curb & gutter, special**
Quantity	**10 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 10

Description
Payment for special concrete curb & gutter will be based upon actual quantity; linear foot, of such items. The price shall be full compensation for all work specified in this Section, including reinforcement steel, joint materials and asphalt curb pad. (FDOT Specification No. 520)

Item	**PNC2123416B1--01-65 - Group 1: Concrete curb & gutter, type F**
Quantity	**100 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements

N/A
N/A FL 33301
Qty 100

Description
Payment for type F concrete curb & gutter will be based upon actual quantity; linear foot, of such items. The price shall be full compensation for all work specified in this Section, including reinforcement steel, joint materials and asphalt curb pad. (FDOT Specification No. 520)

Item	**PNC2123416B1--01-66 - Group 1: Concrete curb, type D**
Quantity	**700 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 700

Description
Payment for type D concrete curb & gutter will be based upon actual quantity; linear foot, of such items. The price shall be full compensation for all work specified in this Section, including reinforcement steel, joint materials and asphalt curb pad. (FDOT Specification No. 520)

Item	**PNC2123416B1--01-67 - Group 1: Concrete valley gutter**
Quantity	**40 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 40

Description
Payment for concrete valley gutter will be based upon actual quantity; linear foot, of such items. The price shall be full compensation for all work specified in this Section, including reinforcement steel, joint materials and asphalt curb pad. (FDOT Specification No. 520)

Item	**PNC2123416B1--01-68 - Group 1: Shoulder gutter (concrete)**
Quantity	**20 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 20

Description
Payment for shoulder gutter will be based upon actual quantity; linear foot, of such items. The price shall be full compensation for all work specified in this Section, including reinforcement steel, joint materials and asphalt curb pad. (FDOT Specification No. 520)

Item	**PNC2123416B1--01-69 - Group 1: Concrete sidewalk, 4 inch thick 3000 PSI**
Quantity	**150 square yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 150

Description
Payment for concrete sidewalk 4 inch thick 3000 PSI will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for quantity completed and accepted (FDOT Specification No. 522). Item includes all material, labor and equipment with operator to complete the work.

Item **PNC2123416B1--01-70 - Group 1: Concrete sidewalk, 6 inch thick 3000 PSI**

Quantity **800 square yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 800

Description
Payment for concrete sidewalk 6 inch thick 3000 PSI will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for quantity completed and accepted (FDOT Specification No. 522). Item includes all material, labor and equipment with operator to complete the work.

Item **PNC2123416B1--01-71 - Group 1: Concrete sidewalk, 10 inch thick 3000 PSI**

Quantity **5 square yard**

Unit Price

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

Description
Payment for concrete sidewalk 10 inch thick 3000 PSI will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for quantity completed and accepted (FDOT Specification No. 522). Item includes all material, labor and equipment with operator to complete the work.

Item **PNC2123416B1--01-72 - Group 1: Concrete sidewalk, 12 inch thick 3000 PSI**

Quantity **30 square yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 30

Description
Payment for concrete sidewalk 12 inch thick 3000 PSI will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for quantity completed and accepted (FDOT Specification No. 522). Item includes all material, labor and equipment with operator to complete the work.

Item	**PNC2123416B1--01-73 - Group 1: Concrete driveway, 6 inch thick 4000 PSI**
Quantity	**30 square yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 30

Description
Payment for concrete driveway 6 inch thick 4000 PSI will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for quantity completed and accepted (FDOT Specification No. 522). Item includes all material, labor and equipment with operator to complete the work.

Item	**PNC2123416B1--01-74 - Group 1: Concrete driveway, 12 inch thick 4000 PSI**
Quantity	**20 square yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 20

Description
Payment for concrete driveway 12 inch thick 4000 PSI will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for quantity completed and accepted (FDOT Specification No. 522). Item includes all material, labor and equipment with operator to complete the work.

Item	**PNC2123416B1--01-75 - Group 1: Concrete driveway, 6 inch thick 5000 PSI**
Quantity	**100 square yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 100

Description
Payment for concrete driveway 6 inch thick 5000 PSI will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for quantity completed and accepted (FDOT Specification No. 522). Item includes all material, labor and equipment with operator to complete the work.

Item	**PNC2123416B1--01-76 - Group 1: Concrete driveway, 12 inch thick 5000 PSI**
Quantity	**100 square yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 100

Description
Payment for concrete driveway 12 inch thick 5000 PSI will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for quantity completed and accepted (FDOT Specification No. 522). Item includes all material, labor and equipment with operator to complete the work.

Item **PNC2123416B1--01-77 - Group 1: Pavers, architectural, roadway**

Quantity **40 square yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 40

Description
Payment for pavers will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for all work, including all materials, equipment, labor, and incidentals necessary to complete the work. (FDOT Specification No. 526). Item includes all material, labor and equipment with operator to complete the work.

Item **PNC2123416B1--01-78 - Group 1: Pavers, architectural, sidewalk**

Quantity **30 square yard**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 30

Description
Payment for pavers will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for all work, including all materials, equipment, labor, and incidentals necessary to complete the work. (FDOT Specification No. 526). Item includes all material, labor and equipment with operator to complete the work.

Item **PNC2123416B1--01-79 - Group 1: f&I Detectable warning on existing walking surface, retrofit**

Quantity **100 square foot**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 100

Description
Payment for detectable warning retrofit will be made at the unit price, square foot, named in the Bid Schedule, which shall constitute full compensation for all work specified in this Section, including all labor, surface preparation, materials and incidentals necessary to complete the work (FDOT Specification No. 527).

Item	**PNC2123416B1--01-80 - Group 1: Detectable warning on existing walking surface, cast-in-place, F & I**
Quantity	**25 square foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 25

Description
Payment for detectable warning cast-in-place will be made at the unit price, square foot, named in the Bid Schedule, which shall constitute full compensation for all work specified in this Section, including all labor, surface preparation, materials and incidentals necessary to complete the work (FDOT Specification No. 527).

Item	**PNC2123416B1--01-81 - Group 1: ADA ramp, single direction**
Quantity	**3 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 3

Description
Payment for ADA ramps will be based upon actual quantity; each, of such ramps. The price shall be full compensation for the number of such ramps.

Item	**PNC2123416B1--01-82 - Group 1: ADA ramp, two-direction**
Quantity	**2 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2

Description
Payment for ADA ramps will be based upon actual quantity; each, of such ramps. The price shall be full compensation for the number of such ramps.

Item	**PNC2123416B1--01-83 - Group 1: Performance turf, sod**
Quantity	**150 square yard**
Unit Price	

Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 150

Description
Payment for sod will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for quantity completed and accepted (FDOT Specification No. 570)

Item	**PNC2123416B1--01-84 - Group 1: Fill Sand**
Quantity	**10 cubic yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 10

Description
Payment for fill sand will be made at the unit price, cubic yard, named in the Bid Schedule, which shall constitute full compensation for quantity completed and accepted

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Item	**PNC2123416B1--01-85 - Group 1: Mulch replacement, F & I**
Quantity	**20 cubic yard**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 20

Description
Payment for mulch replacement will be made at the unit price, cubic yard, named in the Bid Schedule, which shall constitute full compensation for furnishing and install new mulch and all work specified in this Section.

Item	**PNC2123416B1--01-86 - Group 1: Tree removal crew (3 people minimum)**
Quantity	**250 hour**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 250

Description
Payment for tree removal crew will be based upon actual quantity; hour, of such services. The price shall be full compensation for work performed by a 3 person crew, all in accordance with the requirements of the Bid Documents.

Item	**PNC2123416B1--01-87 - Group 1: Tree trimming crew (3 people minimum)**
Quantity	**300 hour**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 300

Description
Payment for tree trimming crew will be based upon actual quantity; hour, of such services. The price shall be full compensation for work performed by a 3 person crew, all in accordance with the requirements of the Bid Documents.

Item	**PNC2123416B1--01-88 - Group 1: Root barrier, F & I**
Quantity	**5 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 5

Description
Payment for root barrier will be based upon actual quantity; linear foot, of such items. The price shall be full compensation for furnishing and install root barriers.

Item	**PNC2123416B1--01-89 - Group 1: Carpentry work**
Quantity	**40 hour**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 40

Description
Payment for carpentry work will be based upon actual quantity; hour, of such services. The price shall be full compensation for work performed by a carpenter, all in accordance with the requirements of the Bid Documents.

Item	**PNC2123416B1--01-90 - Group 1: Certified arborist**
Quantity	**4 hour**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A

N/A FL 33301
Qty 4

Description
Payment for certified arborist will be based upon actual quantity; hour, of such services. The price shall be full compensation for work performed by a certified arborist, all in accordance with the requirements of the Bid Documents.

Item	**PNC2123416B1--01-91 - Group 1: Additional laborer**
Quantity	**1500 hour**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 1500

Description
Payment for additional laborer will be based upon actual quantity; hour, of such services. The price shall be full compensation for work performed by an additional laborer, all in accordance with the requirements of the Bid Documents.

Item	**PNC2123416B1--01-92 - Group 1: Sprinkler heads pop-up rotating, F & I**
Quantity	**5 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 5

Description
Payment for sprinkler heads will be based upon actual quantity; each, of such sprinkler heads. The price shall be full compensation for the number of such sprinkler head furnished and installed.

Item	**PNC2123416B1--01-93 - Group 1: Up to 2 inch PVC pipe, sch. 40, F & I**
Quantity	**50 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 50

Description
Payment for PVC pipe up to 2 inch will be based upon actual quantity; linear foot, of such PVC pipe. The price shall be full compensation for furnishing and install PVC pipe up to 2 inch sch. 40

Item	**PNC2123416B1--01-94 - Group 1: Backhoe and operator**
Quantity	**1000 hour**

Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 1000

Description
Payment for backhoe with operator will be based upon actual quantity; hour, of such equipment and services. The price shall be full compensation for providing backhoe with operator, including transportation, fuel and all in accordance with the requirements of the Bid Documents.

Item	**PNC2123416B1–01-95 - Group 1: Dump truck & operator, tri-axle, 16 CY minimum capacity, 4 hr minimum charge**
Quantity	**2500 hour**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2500

Description
Payment for dump truck with operator will be based upon actual quantity; hour, of such equipment and services. The price shall be full compensation for providing dunp truck with operator, including transportation, fuel and all in accordance with the requirements of the Bid Documents.

Item	**PNC2123416B1–01-96 - Group 1: Skid steer and operator (bobcat)**
Quantity	**2500 hour**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2500

Description
Payment for skid steer with operator will be based upon actual quantity; hour, of such equipment and services. The price shall be full compensation for providing sked steer with operator, including transportation, fuel and all in accordance with the requirements of the Bid Documents.

Item	**PNC2123416B1–01-97 - Group 1: Single post sign, less than 12 SF, F & I**
Quantity	**10 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A

N/A FL 33301
Qty 10

Description
Payment for single post sign will be based upon actual quantity; each, of such signs. The price shall be full compensation for furnishing the sign panels, support structure, foundation, hardware, and labor necessary for a complete and accepted installation. (FDOT Specification No. 700).

Item	**PNC2123416B1--01-98 - Group 1: Single post sign, install, less than 12 SF**
Quantity	**5 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 5

Description
Payment for single post sign will be based upon actual quantity; each, of such signs. The price shall be full compensation for furnishing the sign panels, support structure, foundation, hardware, and labor necessary for a complete and accepted installation. (FDOT Specification No. 700).

Item	**PNC2123416B1--01-99 - Group 1: Single post sign, relocate**
Quantity	**5 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 5

Description
Payment for single post sign will be based upon actual quantity; each, of such signs. The price shall be full compensation for furnishing the sign panels, support structure, foundation, hardware, and labor necessary for a complete and accepted installation. (FDOT Specification No. 700).

Item	**PNC2123416B1--01-100 - Group 1: Single post sign, remove**
Quantity	**5 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 5

Description
Payment for single post sign will be based upon actual quantity; each, of such signs. The price shall be full compensation for furnishing the sign panels, support structure, foundation, hardware, and labor necessary for a complete and accepted installation. (FDOT Specification No. 700).

Item	**PNC2123416B1--01-101 - Group 1: Sign panels, 15 or less, F & I**
Quantity	**10 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 10

Description
Payment for single post sign will be based upon actual quantity; each, of such signs. The price shall be full compensation for furnishing the sign panels, support structure, foundation, hardware, and labor necessary for a complete and accepted installation. (FDOT Specification No. 700).

Item **PNC2123416B1–01-102 - Group 1: Sign panels, relocate, 15 or less**
Quantity **2 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 2

Description
Payment for single post sign will be based upon actual quantity; each, of such signs. The price shall be full compensation for furnishing the sign panels, support structure, foundation, hardware, and labor necessary for a complete and accepted installation. (FDOT Specification No. 700).

Item **PNC2123416B1–01-103 - Group 1: Sign panels, remove**
Quantity **5 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 5

Description
Payment for single post sign will be based upon actual quantity; each, of such signs. The price shall be full compensation for furnishing the sign panels, support structure, foundation, hardware, and labor necessary for a complete and accepted installation. (FDOT Specification No. 700).

Item **PNC2123416B1–01-104 - Group 1: Retro-reflective pavement markers**
Quantity **10 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 10

Description
Payment for retro-reflective pavement markers will be based upon actual quantity; each, of such markers. The price shall be full compensation for the number of RPMs, furnished and installed, completed and accepted (FDOT Specification No. 706).

Item	**PNC2123416B1--01-105 - Group 1: Painted pavement markings, standard, white, solid, 4 inch**
Quantity	**25 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 25

Description
Payment for painted pavement markings will be based upon actual quantity; linear foot, of such markings. The price shall be full compensation for all applications of painted pavement markings, and all applications and removal of retroreflective pavement markers (FDOT Specification No. 710)

Item	**PNC2123416B1--01-106 - Group 1: Painted pavement markings, standard, blue, yellow or white, solid, 6 inch**
Quantity	**2500 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2500

Description
Payment for painted pavement markings will be based upon actual quantity; linear foot, of such markings. The price shall be full compensation for all applications of painted pavement markings, and all applications and removal of retroreflective pavement markers (FDOT Specification No. 710)

Item	**PNC2123416B1--01-107 - Group 1: Painted pavement markings, standard, yellow or white, solid, 12 inch**
Quantity	**500 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 500

Description
Payment for painted pavement markings will be based upon actual quantity; linear foot, of such markings. The price shall be full compensation for all applications of painted pavement markings, and all applications and removal of retroreflective pavement markers (FDOT Specification No. 710)

Item	**PNC2123416B1--01-108 - Group 1: Painted pavement markings, standard, yellow/white, solid, 24 inch**
Quantity	**100 linear foot**
Unit Price	

Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 100

Description
Payment for painted pavement markings will be based upon actual quantity; linear foot, of such markings. The price shall be full compensation for all applications of painted pavement markings, and all applications and removal of retroreflective pavement markers (FDOT Specification No. 710)

Item	**PNC2123416B1–01-109 - Group 1: Painted pavement markings, standard, white or yellow**
Quantity	**500 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 500

Description
Payment for painted pavement markings - standard, white or yellow, skip, 6 inch, 10 to 30 or 3 to 9 skip - will be based upon actual quantity; linear foot, of such markings. The price shall be full compensation for all applications of painted pavement markings, and all applications and removal of retroreflective pavement markers (FDOT Specification No. 710)

Item	**PNC2123416B1–01-110 - Group 1: Painted pavement markings, standard, white, message**
Quantity	**5 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 5

Description
Payment for painted pavement markings will be based upon actual quantity; each, of such markings. The price shall be full compensation for all applications of painted pavement markings, and all applications and removal of retroreflective pavement markers (FDOT Specification No. 710)

Item	**PNC2123416B1–01-111 - Group 1: Painted pavement markings, standard, white, arrows**
Quantity	**5 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 5

Description
Payment for painted pavement markings will be based upon actual quantity; each, of such markings. The price shall be full compensation for all applications of painted pavement markings, and all applications and removal of retroreflective pavement markers (FDOT Specification No. 710)

Item	**PNC2123416B1–01-112 - Group 1: Painted pavement markings, standard, white, yield line**
Quantity	**25 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 25

Description
Payment for painted pavement markings will be based upon actual quantity; linear foot, of such markings. The price shall be full compensation for all applications of painted pavement markings, and all applications and removal of retroreflective pavement markers (FDOT Specification No. 710)

Item	**PNC2123416B1–01-113 - Group 1: Painted pavement markings, standard, white or yellow, island nose**
Quantity	**75 square foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 75

Description
Payment for painted pavement markings will be based upon actual quantity; square foot, of such markings. The price shall be full compensation for all applications of painted pavement markings, and all applications and removal of retroreflective pavement markers (FDOT Specification No. 710)

Item	**PNC2123416B1–01-114 - Group 1: Thermoplastic, standard, yellow or white, solid, 6 inch**
Quantity	**500 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 500

Description
Payment for thermoplastic markings will be based upon actual quantity; linear foot, of such markings. The price shall be full compensation for all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected. (FDOT Specification No. 711)

Item	**PNC2123416B1–01-115 - Group 1: Thermoplastic, standard, yellow or white, solid, 12 inch**
Quantity	**100 linear foot**
Unit Price	
Delivery Location	

Broward County Board of County Commissioners

Refer to Specifications and Requirements
N/A
N/A FL 33301
Qty 100

Description
Payment for thermoplastic markings will be based upon actual quantity; linear foot, of such markings. The price shall be full compensation for all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected. (FDOT Specification No. 711)

Item	**PNC2123416B1–01-116 - Group 1: Thermoplastic, standard, yellow or white, solid, 24 inch**
Quantity	**10 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 10

Description
Payment for thermoplastic markings will be based upon actual quantity; linear foot, of such markings. The price shall be full compensation for all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected. (FDOT Specification No. 711)

Item	**PNC2123416B1–01-117 - Group 1: Thermoplastic, standard, white, skip, 6 inch**
Quantity	**25 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 25

Description
Payment for thermoplastic markings will be based upon actual quantity; linear foot, of such markings. The price shall be full compensation for all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected. (FDOT Specification No. 711)

Item	**PNC2123416B1–01-118 - Group 1: Thermoplastic, standard, white, dotted/guideline, 6 to 10 gap extension, 6 inch**
Quantity	**25 linear foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A

N/A FL 33301
Qty 25

Description
Payment for thermoplastic markings will be based upon actual quantity; linear foot, of such markings. The price shall be full compensation for all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected. (FDOT Specification No. 711)

Item	**PNC2123416B1--01-119 - Group 1: Thermoplastic, standard, white, message**
Quantity	**2 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2

Description
Payment for thermoplastic pavement markings will be based upon actual quantity; each, of such markings. The price shall be full compensation for all applications of thermoplastic pavement markings and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected (FDOT Specification No. 711)

Item	**PNC2123416B1--01-120 - Group 1: Thermoplastic, standard, white, arrow**
Quantity	**5 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 5

Description
Payment for thermoplastic pavement markings will be based upon actual quantity; each, of such markings. The price shall be full compensation for all applications of thermoplastic pavement markings and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected (FDOT Specification No. 711)

Item	**PNC2123416B1--01-121 - Group 1: Thermoplastic, remove**
Quantity	**500 square foot**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 500

Description
Payment for remove thermoplastic markings will be based upon actual quantity; square foot, of such markings. The price shall be full compensation for all work related to removal of thermoplastic markings (FDOT Specification No. 711)

Item	**PNC2123416B1–01-122 - Group 1: Minimum charge for striping for each project (paint)**
Quantity	**40 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 40

Description
Payment for minimum charge for paint stripings will be based upon actual quantity; each, of such services.

Item	**PNC2123416B1–01-123 - Group 1: Minimum charge for striping for each project (thermoplastic)**
Quantity	**10 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 10

Description
Payment for minimum charge for thermoplastic stripings will be based upon actual quantity; each, of such services.

Item	**PNC2123416B1–01-124 - Group 1: Pull & splice box (install)**
Quantity	**2 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2

Description
Payment for install pull and splice box will be based upon actual quantity; each, of such boxes. The price shall be full compensation for installation and will consist of the pull, splice all required hardware for the type of box as specified in the Contract Documents, and all labor and materials necessary for a complete and accepted installation (FDOT Specification No. 635).

Item	**PNC2123416B1–01-125 - Group 1: Pull & splice box (relocate)**
Quantity	**2 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A

N/A FL 33301
Qty 2

Description
Payment for relocate pull and splice box will be based upon actual quantity; each, of such boxes. The price shall be full compensation for relocate box as specified in the Contract Documents, and all labor and materials necessary for a complete and accepted installation (FDOT Specification No. 635).

Item	**PNC2123416B1–01-126 - Group 1: Juction boxes, mounted, F & I**
Quantity	**2 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2

Description
Payment for junction box will be based upon actual quantity; each, of such boxes. The price shall be full compensation for box furnished and installed, will consist of the junction box including all required hardware for the type of box and location as specified in the Contract Documents, and all labor and materials necessary for a complete and accepted installation. (FDOT Specification No. 635).

Item	**PNC2123416B1–01-127 - Group 1: Juction boxes, embedded, F & I**
Quantity	**5 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 5

Description
Payment for junction box will be based upon actual quantity; each, of such boxes. The price shall be full compensation for box furnished and installed, will consist of the junction box including all required hardware for the type of box and location as specified in the Contract Documents, and all labor and materials necessary for a complete and accepted installation. (FDOT Specification No. 635).

Item	**PNC2123416B1–01-128 - Group 1: Juction boxes, install**
Quantity	**2 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2

Description
Payment for install junction box will be based upon actual quantity; each, of such boxes. The price shall be full compensation for installation and will consist of the junction box all required hardware for the type of box as specified in the Contract Documents, and all labor and materials necessary for a complete and accepted installation (FDOT Specification No. 635).

Item	**PNC2123416B1–01-129 - Group 1: Juction boxes, relocate**
Quantity	**2 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 2

Description
Payment for relocate junction box will be based upon actual quantity; each, of such boxes. The price shall be full compensation for relocate box as specified in the Contract Documents, and all labor and materials necessary for a complete and accepted installation (FDOT Specification No. 635).

Item	**PNC2123416B1–01-130 - Group 1: Install/replace 1 inch meter box and lid (labor only)**
Quantity	**30 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 30

Description
Payment for install/replace meter box will be based upon actual quantity; each, of such meter boxes. The price shall be full compensation for installation/replacement as specified in the Contract Documents, and all labor and materials necessary for a complete and accepted installation. County will provide meter box.

Item	**PNC2123416B1–01-131 - Group 1: Install/replace dual meter box and lid (labor only)**
Quantity	**50 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A N/A FL 33301 **Qty** 50

Description
Payment for install/replace meter box will be based upon actual quantity; each, of such meter boxes. The price shall be full compensation for installation/replacement as specified in the Contract Documents, and all labor and materials necessary for a complete and accepted installation. County will provide meter box.

Item	**PNC2123416B1–01-132 - Group 1: Install/replace 2 inch meter box and lid (labor only)**
Quantity	**15 each**
Unit Price	
Delivery Location	**Broward County Board of County Commissioners** Refer to Specifications and Requirements N/A

N/A FL 33301
Qty 15

Description
Payment for install/replace meter box will be based upon actual quantity; each, of such meter boxes. The price shall be full compensation for installation/replacement as specified in the Contract Documents, and all labor and materials necessary for a complete and accepted installation. County will provide meter box.

SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)

A. Scope:
Vendors are invited to respond for an open-end contract to provide asphalt and concrete restoration services in accordance with the specifications for Water and Wastewater Services and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award, or upon expiration of the current contract (March 20, 2022), whichever is later and shall terminate one-year from that date. The Director of Purchasing may renew this contract for 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.

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

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

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

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

C. Office of Economic and Small Business Requirements:
This solicitation has the following County Business Enterprise Goals: 40% CBE Goals. Vendors must follow the instructions included in the **Office of Economic and Small Business Development Requirements** and submit all required forms and information as instructed.

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

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

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

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

State: CERTIFIED GENERAL CONTRACTOR;

OR

County: ENGINEERED CONSTRUCTION CATEGORY 3 CLASS "A"

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

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

> The 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.

H. Permits and Fees: (for Agencies other than Broward County Commissioners)
The Vendor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc., shall be included in price bid except where noted in the specifications and requirements.

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

J. Liquidated Damages:
1. The work to be performed under this Contract shall be commenced upon issuance of Purchase Order or Notice to Proceed, which will not be issued until receipt of all required documents.

2. The work shall be completed and ready for final payment as mutually agreement by County and Contractor form the date indicated on the Notice to Proceed.

3. 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 sum of One Hundred Dollars ($100.00) for each calendar day (plus approved extensions) after the time specified for completion and readiness for final payment.

4. This amount is not a penalty but liquidated damages to the County. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the County as a consequence of such delay. Vendor acknowledges and agrees that damages to County from untimely completion are extremely difficult to determine, and accordingly the Vendor agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

5. The County is authorized to deduct liquidated damage amounts from the monies due to Vendor for the work under this contract, or as much thereof as the County may, at its own option, deem just and reasonable.

K. Payment: The solicitation includes an allowance amount for the below items:

Unforeseen Underground Conditions: $10,000 annually
Parts and Materials: $45,000 annually
Speciality Subcontract Services: $80,000 annually
Non-Broward County Agency Permits and Fees: $15,000 annually

1. If the solicitation includes an allowance amount for permits, parts on a pass thru, or other identified types of allowances, the following shall apply to payment of allowances:

a. The allowance amount and scope of allowance is identified in the solicitation's Specifications and Requirements.

b. 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.

c. The Contract Administrator or designee must authorize use of any allowances (per Specifications and Requirements) prior to Vendor incurring costs related to an allowance amount.

d. No markup or additional fees are allowed on payment of allowance items. This includes, but is not limited to, overhead, profit, “runner’s fees”, etc.

e. Allowances for Permit Fees: payment for permit fees does not include licenses, permit expediting services, re-inspection fees, and expired permit fees. Proof of permit fee(s) shall be submitted with Vendor’s invoice for payment.

f. Allowance for Parts on a Pass Thru: Vendor must charge the County the same invoice prices as it is charged by its suppliers. A copy of the Vendor’s invoice(s) from supplier(s) for approved parts and materials shall be submitted with the Vendor’s invoice for payment. In cases where the Vendor manufactures its own parts, Vendor will charge the County a price no higher than it charges its most favored customer.

GENERAL CONDITIONS
Quotation Requests and Invitations to Bid

These General Conditions apply to every Quotation Requests ("RFQs") and Invitations to Bid ("ITBs") (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 contract to 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. All references herein to the "Procurement Code" refer to Chapter 21 of the Broward County Administrative Code.

A. GENERAL PROVISIONS

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

By Vendor including its digital or electronic signature on its response to this solicitation:

(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 this 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 TO THE SOLICITATION, 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 this form is authorized to sign the response 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 Broward County within the last three (3) years, unless otherwise noted in Vendor's response.

(e) All statements, oral, written or otherwise, in Vendor's response are accurate, true, and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements 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 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.

Vendors' responses must be submitted electronically through the County's designated electronic bidding system ("EBS"). It is Vendor's sole responsibility to assure 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 in 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. Unless otherwise expressly approved in advance in writing by the Purchasing Division, any material submitted in the Vendor's response will become a public document available for public inspection and copying pursuant to Section 119.071, Florida Statutes, and any claim of confidentiality or trade secret is waived with respect to any and all information included in the Vendor's response.

2. Withdrawal.

Unless otherwise expressly permitted under the Procurement Code, Vendors may not withdraw their responses after the deadline for responses to the solicitation before the expiration of 120 days after the date of opening 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 Bids.

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 non-clerical 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. Responding vendors shall be responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda are included in the Terms and Conditions of the Solicitation.

6. Prices, Terms, and Payments.

All solicitation 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:** In submitting its response to this solicitation, Vendor certifies that the prices it is proposing 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, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Ties:** When two or more responding Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code.

(d) **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.

(e) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation. In order to be considered for evaluation purposes, Vendors must reflect any applicable discounts in the unit prices submitted in their responses.

(f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure 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 extension price (i.e., unit price multiplied by quantity), the unit price shall govern.

(g) **Ordering:** The County reserves the right to purchase the goods/services specified in the solicitation through contracts established by governmental agencies, consortiums, or other approved cooperatives, or through separate procurement actions conducted by the County. In addition, if the County requires delivery within a shorter period than the delivery time specified in the solicitation, and if the Contractor is unable to deliver by that time, the County may obtain such delivery from other sources without penalty or prejudice to the County. This solicitation is not for a requirements contract, and the County is not required to fulfill all of its needs for the goods/services at issue exclusively from the Contractor.

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. 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 prices for all items within the group in its response.

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, whichever is 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 herein. Responding 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. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any responding vendor non-responsible where evidence or evaluation is determined to indicate insufficient capacity or ability to perform. The County may also consider a responding 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. Responding Vendors must submit with their response a complete history of all citations and/or violations notices and dispositions thereof. Failure of the successful Vendor to submit such information may be grounds for rejection of Vendor's response or termination of Vendor's contract. Vendor shall notify

the County immediately of notice of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time period prior to expiration of the contract.

9. Affiliated Companies Entities of the Principal(s).

To ensure Vendor has the capability to fully perform the contract requirements, as well as the integrity and reliability that will ensure good faith performance, each Vendor must disclose in its response the names and addresses of entities with whom the principal(s) of Vendor have been affiliated at any time in the five (5) years preceding the date the solicitation was posted. Affiliated entities of the principal(s) are those entities related to Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.

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 County within five (5) business days 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 within five (5) business days after the proposed award or ranking is posted on the EBS.

(c) The protest must be made in writing to the Director of Purchasing, 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 shall constitute a waiver of the right to protest.

(e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing with a filing fee. The filing fee shall be 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.

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida. 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. 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 regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an 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. For further information, contact the Florida Department of State, Division of Corporations. 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, the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any staff person that will evaluate solicitation responses or recommend selection in this solicitation process. 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 or County Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances).

(a) The Cone of Silence shall be in effect for any County Commissioner or the Commissioner's staff, commencing at the time of the opening of responses to the solicitation.

(b) The Cone of Silence shall be in effect for the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, and any person that will evaluate solicitation responses or recommend selection in this solicitation process, commencing at the time of advertisement for the solicitation.

(c) The Cone of Silence terminates when the County Commission or other awarding authority takes action that concludes the solicitation.

(d) Any violations of the Code of Silence Ordinance by 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 Broward County Board of County Commissioners.

17. Contingency Fees.

By submission of this solicitation response, 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.

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation

for award. Vendors that do not have such a license 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 vendor 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 vendors 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. Procurement Code.

The 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.

23. 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 to this solicitation, 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 the Director of Purchasing, who may extend the contract period for up to two (2) additional one (1) year terms upon written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The contract period shall not exceed a total of five (5) years, unless extended pursuant to action by the Broward County Board of County Commissioners. The continuation of this 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, in their sole and absolute discretion, to extend the contract as set forth above, which determination may be based on Contractor's satisfactory performance and the Director of Purchasing's determination that renewal is in the best interest of the County, the County will provide Contractor with notice of the County's intent to extend in advance of the contract expiration date. All prices, terms, and conditions of the contract

shall remain firm for any extension period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not extend the contract, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for a period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such continued contract performance at the rate in effect when the Director of Purchasing directed Contractor to continue performance beyond the contract expiration date.

2. Orders and Quantities.

Unless the solicitation states a fixed quantity to be purchased, no guarantee is expressed or implied as to the total quantity of goods/services to be purchased under any open-end contract. Solicitations for open-end contracts may state estimated quantities, but such estimated quantities are not a representation of the amount to be purchased. The County reserves the right to issue purchase orders on this solicitation as and when required; or issue a blanket purchase order for individual agencies and release partial quantities; or issue instructions for use of direct purchase orders by various County agencies; or do any combination of the foregoing. No delivery shall become due or be acceptable without a written purchase order and shipping instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. However, for items required immediately, the County may place an order electronically (which may include by email), with subsequent confirmation by a written purchase order.

For solicitations stating fixed quantities, purchase order(s) for the quantities stated in the solicitation will be issued to the Contractor after notification of award and receipt of all required documents. The County may order additional quantities of up to an additional twenty percent (20%) of the originally specified quantities at any time prior to the expiration of one (1) year after the date of award; if so ordered by the County, Contractor must furnish such additional quantities at the same prices, terms, and conditions as stated in the solicitation.

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 Contractor utilizes a subcontractor for any goods or services relating to the contract, Contractor must submit a Certification of Payments to Subcontractors and Suppliers with each 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 deliveries made 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 this contract are not made available or otherwise allocated by the Broward County Board of County Commissioners, the County may terminate this contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance:** The County may terminate the contract for cause if Contractor is in 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 this contract notwithstanding whether any breach was previously waived or cured. The County's election not to enforce any particular breach(es) shall not constitute a waiver its right to enforce such breach(es).

(c) **For Convenience**: The County may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated. However, upon being notified of the County's election to terminate, 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, unless directed otherwise in writing by the County. 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 date of 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 this 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 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. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System ("GHS") for Hazard Communication accompanied by a Safety Data Sheet ("SDS") consisting of 16 sections. An SDS shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 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 or medication. With respect to foodstuffs and medication, 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 Vendor 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, Vendor represents and certifies that if Vendor 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 Vendor is notified of such by a subcontractor at any tier or by any other source, Vendor shall promptly report the information in 48 CFR § 52.204-25(d)(2) to 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 article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with this 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 this 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, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this 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, agents, or servants, arising from, relating to, or in connection with this 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 this 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 this contract. The provisions of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this 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, FL 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.

This 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 THIS 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 THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS 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, servants, 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 this contract or the goods or services provided pursuant to this 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 this 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 this 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 or similar language 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 nondiscrimination clause. 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. County Business Enterprise (CBE).

This section does not apply if the solicitation states that there is no CBE goal or that this section is inapplicable. Contractor will meet the required CBE goal (if any) stated in the solicitation by utilizing the CBE firms listed in Contractor's response for the required percentage of total services (the "Commitment"). Contractor shall enter into formal contracts with the CBE firms listed in the response and, upon request, provide copies of those contracts to the OESBD. Each CBE firm must be certified by OESBD, and any replacement of a CBE firm must be approved by OEBSD. The parties stipulate that if Contractor fails to meet the Commitment, the damages to the County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and the County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment, and must allow the County to engage in onsite reviews to monitor Contractor's progress in complying with the obligations of this section.

18. Domestic Partnership Requirement.

This section does not apply if the contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, or the solicitation states that this section does not apply. Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this contract.

19. Criminal History Screening.

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.

20. Drug-Free Workplace.

Unless the solicitation states that this section does not apply or this section is prohibited by applicable federal law, rules, or funding requirements, Contractor certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this contract.

21. Apprenticeship Program (Construction Contracts Only).

This section only applies to construction contracts, as defined in Section 26-9 of the Broward County Code of Ordinances. For the duration of the construction contract, as same may be extended including through the issuance of change orders, at least twelve percent (12%) of the labor hours on the construction project, including all work performed pursuant to change orders, must be performed by apprentices employed by Contractor or its subcontractors. Contractor must prepare, submit, and certify, on a monthly basis, for the duration of the construction contract, the information required per Section 26-11 of the Broward County Code of Ordinances. If Contractor is unable to achieve or maintain the required percentage, Contractor must demonstrate and document the good faith efforts made to achieve or maintain the required percentage. The County will determine whether Contractor made all required good faith efforts by evaluating Contractor's submitted documentation.

22. Modifications.

All changes to purchase orders shall be by issuance of a change order by the County. Any modification or change to this contract must be by written amendment signed by Contractor and the County.

23. 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 this contract between the County and Contractor.

24. Public Records.

Pursuant to Chapter 119, Florida Statutes, Contractor and all subcontractors and subconsultants retained by Contractor for performance of this 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 this contract and following completion or termination of this contract if the records are not transferred to the County; and

(d) Upon completion or termination of this 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 this 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 THIS 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 812.081, 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 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.

25. 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 this 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 this contract and performance under this 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 this contract for at least three (3) years after expiration or termination of this 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.

26. 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 this 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 then due to Contractor until Contractor complies with the provisions of this section.

27. 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.

28. Code Requirements.

Contractor and its subcontractors on this project must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rule, regulations, and codes applicable to performance of the contract awarded with respect to this solicitation. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

29. Contractor Responsibilities.

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 this contract.

30. 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.

31. Contractor Evaluation.

The Contract Administrator will document Contractor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf. An interim performance evaluation of Contractor may be conducted by the Contract Administrator at any time before completion of the Project. The Contract Administrator shall conduct a final performance evaluation when the Request for Final Payment to Contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing, who shall provide a copy to Contractor upon request. Said evaluation(s) shall be considered in evaluating Vendor's response to any other solicitation.

32. Independent Contractor.

Contractor is an independent contractor of the County, and nothing in this contract shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, 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 this contract.

33. Regulatory Capacity.

Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under this contract is as a Party to this 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 this contract, and shall not be attributable in any manner to the County as a party to this contract.

34. 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 this 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.

35. Third-Party Beneficiaries.

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

36. Compliance with Laws.

Contractor and the goods and services provided by Contractor pursuant to this contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American 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 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 this contract will not violate that statute. If Contractor violates this section, County may immediately terminate this contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

37. Severability.

If any part of this contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this contract and the balance of this contract shall remain in full force and effect.

Revised May 1, 2021

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 orallowances. 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 orvisit 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

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:
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:
5. Website address (if applicable):
6. Principal place of business address:
7. Office location responsible for this project:
8. Telephone no.: Fax no.:
9. Type of business (check appropriate box):
   - ☐ Corporation (specify the state of incorporation):
   - ☐ Sole Proprietor
   - ☐ Limited Liability Company (LLC)
   - ☐ Limited Partnership
   - ☐ General Partnership (State and County filled in)
   - ☐ Other – Specify
10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:Name:
    Title:
    E-mail:
    Telephone No.:

    Name:
    Title:
    E-mail:
    Telephone No.:

Generic e-mail for purchase orders:

(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives apurchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:
    a)
    b)
    c)
    d)
12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a primeVendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
    a)
    b)
    c)
    d)
13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.
    ☐ Yes ☐ No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended byany 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:
16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?
17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?
    ☐ Yes ☐ No
18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product (s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original 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 Statues who is an officer or director of, or has a material interest in, the Vendor's business, whois 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 procurementand 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 onbehalf 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 provide:

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, provideon separate sheet.

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?
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:
Contract/Project Title:
Agency:
Contact Name/Title:
Contact Telephone:
Email:
Contract/Project Dates (Month and Year):
Contract Amount:

Reference 2:

Scope of Work:
Contract/Project Title:
Agency:
Contact Name/Title:
Contact Telephone:
Email:
Contract/Project Dates (Month and Year):
Contract Amount:

Reference 3:

Scope of Work:
Contract/Project Title:
Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Revised May 1, 2021

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

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 forfailure 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 providedby 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 contractaward 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 ofaward.

☐ 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).

VENDOR NAME	TITLE	DATE

REVISED MAY 1, 2021

DRUG-FREE WORKPLACE REQUIREMENT 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 forfailure to fully comply within stated timeframes.
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

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

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

VENDOR NAME	TITLE	DATE

Revised May 1, 2021

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.

Authorized Signature/Name	**TITLE**
Vendor Name	**DATE**

Revised May 1, 2021

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-certifiedfirm 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:
   Subcontracted Firm's Address:
   Subcontracted Firm's Telephone Number:
   Contact Person's Name and Position:
   Contact Person's E-Mail Address:
   Estimated Subcontract/Supplies Contract Amount:
   Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:
   Subcontracted Firm's Address:
   Subcontracted Firm's Telephone Number:
   Contact Person's Name and Position:
   Contact Person's E-Mail Address:
   Estimated Subcontract/Supplies Contract Amount:
   Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:
   Subcontracted Firm's Address:
   Subcontracted Firm's Telephone Number:
   Contact Person's Name and Position:
   Contact Person's E-Mail Address:
   Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:
   Subcontracted Firm's Address:
   Subcontracted Firm's Telephone Number:
   Contact Person's Name and Position:
   Contact Person's E-Mail Address:
   Estimated Subcontract/Supplies Contract Amount:

   Type of Work/Supplies Provided:

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

Authorized Signature/Name	**TITLE**
Vendor Name	**DATE**

Revised May 1, 2021

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

Special Shoring, if applicable:	SQ. FT.		

Fixed Contract:

Description	Unit of Measure	Quantity	Unit Price	Ext. Price	Method

Special Shoring, if applicable:	SQ. FT.	Unit Price	Method

Total $

Authorized Signature/Name **TITLE**

Vendor Name **DATE**

Revised May 1, 2021

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 atleast 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 _____ (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 inthis regard will be found "non-responsible" to the solicitation and not eligible for further evaluation or award.

_____	_____	_____
AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Revised May 1, 2021

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 tothe 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 onthe Vendor's valid business tax receipt issued by Broward County (unless exemptfrom 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 BrowardCounty 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 solicitationwas 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 [ ].

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

[ ]

☐ **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, listedon 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 businessthat 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 aprincipal 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 thejoint 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 thejoint 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 ofparent 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 entitiesname(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 LocalBusiness Location.
2. Additional documentation relating to the parent entities of the Vendor.
3. Additional documentation demonstrating the applicable percentage of equity interestsin the joint venture, if not shown in the joint venture agreement.
4. Any other documentation requested by County regarding the location from which theactivities 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 qualifyingLocal 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:

TITLE:

VENDOR NAME:

DATE:

Revised May 1, 2021

CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

The completed and signed form should be returned with Vendor's submittal. If Vendor does not provide it with the submittal, Vendor must submit the completed and signed form within three business days after County's request. Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

Section 26-125(d) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract with Broward County, in the amount of $100,000 or more, shall certify that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d), Broward County Code of Ordinances, and certifies the following: (check only one below).

☐ Vendor certifies it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

☐ Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

AUTHORIZED SIGNATURE/ NAME: _____

VENDOR NAME: _____

TITLE: _____

DATE: _____

Revised May 1, 2021

"General Decision Number: FL20210160 01/01/2021

Superseded General Decision Number: FL20200160

State: Florida

Construction Type: Highway

County: Broward County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* 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 Nozzleman)	$ 11.94	0.00
INSTALLER - GUARDRAIL	$ 12.37	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00
IRONWORKER, REINFORCING	$ 16.84	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper)	$ 11.57	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 11.84	0.00
LABORER: Common or General	$ 10.76	0.00
LABORER: Flagger	$ 12.53	0.00
LABORER: Grade Checker	$ 12.41	0.00
LABORER: Landscape & Irrigation	$ 9.12	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.91	3.50
LABORER: Pipelayer	$ 14.61	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 15.43	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.88	0.00
OPERATOR: Boom	$ 18.50	0.00
OPERATOR: Boring Machine	$ 17.33	0.00
OPERATOR: Broom/Sweeper	$ 13.41	0.00
OPERATOR: Bulldozer	$ 17.07	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Concrete Saw	$ 13.76	0.00
OPERATOR: Crane	$ 19.14	0.00
OPERATOR: Curb Machine	$ 21.33	0.00
OPERATOR: Distributor	$ 13.13	0.00
OPERATOR: Drill	$ 14.78	0.00
OPERATOR: Forklift	$ 16.32	0.00
OPERATOR: Gradall	$ 14.71	0.00

OPERATOR: Grader/Blade.....$ 18.98 0.00

OPERATOR: Loader.....$ 13.84 0.00

OPERATOR: Mechanic.....$ 18.03 0.00

OPERATOR: Milling Machine.....$ 14.89 0.00

OPERATOR: Oiler.....$ 16.32 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 14.34 0.00

OPERATOR: Piledriver.....$ 17.23 0.00

OPERATOR: Post Driver (Guardrail/Fences).....$ 13.71 0.00

OPERATOR: Roller.....$ 13.10 0.00

OPERATOR: Scraper.....$ 12.01 0.00

OPERATOR: Screed.....$ 14.85 0.00

OPERATOR: Tractor.....$ 12.62 0.00

OPERATOR: Trencher.....$ 14.58 0.00

PAINTER: Spray.....$ 16.52 0.00

SIGN ERECTOR.....$ 14.23 0.00

TRAFFIC SIGNALIZATION:
Traffic Signal Installation.....$ 14.74 0.00

TRUCK DRIVER: Distributor Truck.....$ 14.96 2.17

TRUCK DRIVER: Dump Truck.....$ 11.71 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.28 0.00

TRUCK DRIVER: Lowboy Truck.....$ 14.06 0.00

TRUCK DRIVER: Slurry Truck.....$ 11.96 0.00

TRUCK DRIVER: Vactor Truck.....$ 14.21 0.00

TRUCK DRIVER: Water Truck.....$ 13.22 0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION
"

Finance and Administrative Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

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, which is available here: https://www.broward.org/purchasing.

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs"), Requests for Letters of Interest ("RLIs"), or Requests for Qualifications ("RFQs"). In such solicitations, 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 ranking is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

2. Right to Protest

The right to protest is available for RFPs, RLIs, or RFQs and in solicitations conducted through Invitations to Bid ("ITBs") with a value equal to or greater than the Mandatory Bid Amount (i.e. $100,000). In RFPs, RLIs, or RFQs, vendors may protest a proposed ranking made by an Evaluation Committee. In ITBs, vendors may protest a proposed award.

In all cases, protests must be filed in writing within five (5) business days after a proposed award or ranking is posted in Purchasing Division's website. Additional requirements for a protest are set forth in Part X of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Part XII of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

3. Cone of Silence: Right to Contact OESBD

Please be aware that a Cone of Silence remains in effect for competitive solicitations until a solicitation is completed or a contract is awarded. During that time period, vendors may not contact certain County officials and employees regarding a solicitation. Substantial penalties may result from even an unintentional violation. For further information, please contact the Purchasing Division at 954-357-6066 or refer to the Cone of Silence Ordinance which is available here: http://www.broward.org/Purchasing/Documents/ConeofSilence.pdf

Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (please see the Cone of Silence Ordinance at the above link for further details).

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 Contractprice. 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: **Concrete/Asphalt Restoration Services**
Agency: **Water and Wastewater Services**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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	**$1,000,000**	**$2,000,000**
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☑ Comprehensive Form ☑ Owned ☑ Hired ☑ Non-owned ☑ Any Auto, If applicable *Note: May be waived if no driving will be done in performance of services/project.*			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 ***Note: May be used to supplement minimum liability coverage requirements.***					
☑ **WORKER'S COMPENSATION** *Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.*	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:	$100,000	
☐ **POLLUTION/ENVIRONMENTAL LIABILITY**			Each Claim:		
			*Maximum Deductible:		
☐ 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 a Loss Payee.			*Maximum Deductible:	$10,000	**Completed Value**
			CONTRACTORIS RESPONSIBLE FOR DEDUCTIBLE		

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: 2021.05.27 09:19:18 -04'00'

Risk Management Division

SPECIFICATIONS AND REQUIREMENTS

CONCRETE AND ASPHALT RESTORATION SERVICES

A. SCOPE

1. The WORK to be performed under this Contract shall consist of furnishing and installing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for asphalt and concrete restoration services, including repair/maintenance of roadway systems, concrete sidewalk repairs, driveway repairs, landscape restoration, pavement marking restoration, and maintenance of traffic per specifications within Broward County service area.

2. The purpose of this program is to provide general construction operations and a method of restoring surfaces once utility excavations are completed. CONTRACTOR shall properly restore surfaces to previously existing conditions or better. Most day- to-day projects will be small in nature but there may be the possibility of exceptions as it relates to large projects within the County.

B. ABBREVIATIONS AND DEFINITIONS:

The following are referenced throughout the solicitation and Contract. Additional definitions are found under the Broward County Procurement Code, as amended.

BIDDER:	Any individual, firm, or corporation submitting a bid for this contract, acting directly or through a duly authorized representative.
CALENDAR DAY:	Every day including Saturday, Sunday, and any Holiday.
CONTRACT ADMINISTRATOR:	The ranking managerial employee of the Broward County Water and Wastewater Operations Division or some other employee expressly designated as Contract Administrator in writing by said ranking managerial employee.
CONTRACT DOCUMENTS:	The official documents setting forth bidding information, requirements, and contractual obligations for the Projects and includes the Scope of work, General Conditions, Invitation to Bid, Addenda, Special Instructions for Vendors, Drawings, General Requirements, Technical Specifications, Bid forms, Bonds, Notice of Award, Supplements, Certificates, Purchase Order(s) and any additional documents the submission of which is required by these Projects.
COUNTY PROJECT MANAGER:	Project Manager is defined as the ranking managerial employee for each County Agency utilizing the contract, or

an employee expressly designated by the Water and Wastewater Operations Division.

1) The Project Manager has the responsibility to ensure that both COUNTY and CONTRACTOR comply with the provisions of the contract. The primary responsibilities of the Project Manager are to coordinate and communicate with CONTRACTOR and to manage and supervise services provided under the terms and conditions of this contract for their respective agency.

2) The Project Manager for each County agency shall approve all requests for work for their respective agency. Confirmation of designated Project Manager for each agency may be obtained by contacting the Contract Administrator of the Broward County Water and Wastewater Operations Division.

CONTRACTOR: The person, firm, or corporation with whom Broward County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed a reference to CONTRACTOR.

COUNTY/OWNER: Broward County, Florida, the public body, agency, or instrumentality which is a party hereto and for which this Contract is to be performed. In the event COUNTY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to COUNTY's regulatory authority as a governmental body and shall not be attributable in any manner to COUNTY as a party to this Contract.

DEPARTMENT or STATE: Any reference to the "State" or "Department" in FDOT standards and references shall be replaced by the "Broward County Water and Wastewater Operations Division"

ENGINEER OF RECORD: Employee of the County or COUNTY’s Consultant who provides professional engineering services and who is responsible for signed and sealed design plans.

FDOT: Florida Department of Transportation, the State agency responsible for permitting, planning, construction, traffic operations and maintenance on the State Highway System.

MOT: Maintenance of Traffic which 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.

REGULAR BUSINESS HOURS:	Monday thru Friday, 7:30 AM thru 5:00 PM, pre-scheduled with the Contract Administrator or Project Manager or designee.
NTP:	Notice to Proceed (Purchase Order), which is the administrative directive from the County that authorizes CONTRACTOR to commence permitting or work.
OTHER HOURS:	Monday thru Friday, 5:01 PM thru 7:29 AM, including all day Saturday, Sunday, and County recognized holidays, pre-scheduled with the Contract Administrator or Project Manager or designee prior to performance of work.
PROJECT:	The individual projects described in the Contract Documents, including the Work described therein. County agencies shall initiate individual projects and work performed in accordance with the Contract Documents.
SUBCONTRACTOR:	A person, firm or corporation having a direct contract with CONTRACTOR including one who furnishes material worked to a special design according to the Contract Documents but does not include one who merely furnishes materials not so worked.
WWOD:	Broward County Water and Wastewater Operations Division, this agency will be responsible for the administration of this Contract.
WZTC:	Work Zone Traffic Control, which is often used interchangeably with MOT. The preparation, implementation, and supervision of MOT activities.

C. GOVERNING STANDARDS AND SPECIFICATIONS

CONTRACTOR must perform in accordance with requirements of the Contract Documents, Broward County Water and Wastewater Services "Minimum Design and Construction Standards" including all appurtenances thereto, and all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws.

1. Construction activities shall conform to the latest edition of:

   A. The Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition. Referred herein as “FDOT Standard Specifications. Available at: https://www.fdot.gov/programmanagement/Implemented/SpecBooks/
   B. The FDOT Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System, latest edition. Referred herein as FDOT Design Standards. Available at:

https://www.fdot.gov/design/standardplans/current/default.shtm.

Note: Maintenance of Traffic/Work Zone Traffic Control standards are incorporated in Index Series 600.

C. Broward County Water and Wastewater Services Minimum Design and Construction Standards available at: https://www.broward.org/WaterServices/Engineering/Pages/MinimumDesignandConstructionStandards.aspx
D. Broward County Traffic Engineering Standards available at: https://www.broward.org/Traffic/Pages/Publications.aspx
E. The Americans with Disabilities Act Accessibility Guidelines (ADAAG) available at: https://www.access-board.gov/buildings.html
F. Minimum Standards, Applicable to Public Right-of-Way under Broward County, Florida Jurisdiction. Exhibit 25A, Broward County Administrative Code. Copies of the "Minimum Standards" may be downloaded at: https://www.broward.org/BCEngineering/Documents/Exhibit25A-BCAdminCodeMinStds10-25-2005.pdf

D. CONTRACT REQUIREMENTS

1. Bidders should provide the location of their base of operations from which materials, equipment, and personnel will be dispatched to serve Broward County projects with the bid submittal. If not provided with the submittal, the Vendor must submit within three business days of County's request.
2. CONTRACTOR agrees to cooperate and work with all Broward County divisions in scheduling work requested. CONTRACTOR will be notified via work order approximately ten (10) calendar days in advance of recommended completion date of each project, except during emergencies. Time of project completion shall be two business days after the issuance of a Notice to Proceed/Purchase Order or by written mutual agreement of the Project Manager and CONTRACTOR, depending on the work and/or site conditions.
3. For each individual project and when required by COUNTY, a Maintenance of Traffic (MOT) plan shall be prepared in accordance with the Manual of Uniform Traffic Control Devices and the FDOT Design Standards. Costs for MOT Plans and work plans must be included in the MOT items prices.
4. If the approved MOT Plans do not require law enforcement on the jobsite and CONTRACTOR desires to have law enforcement, CONTRACTOR shall be responsible for all costs incurred for law enforcement.
5. Lane closures are prohibited between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.
6. The work embraced in this Contract shall commence only when sufficient material, equipment, personnel, etc., are available; consequently, it can be carried out regularly, uninterrupted, and completed without delay. CONTRACTOR is responsible for estimation of all materials necessary for completion of any project.

7. MEASURE OF PERFORMANCE

   CONTRACTOR's performance will be evaluated on how well he or she performs, including but not limited to the following:

   a. Adhering to the work order issued by the Project Manager or designee.
   b. Accurately recording and reporting the work performed.

c. Accurately reporting all problems discovered while performing the work.
d. Maintaining strict control of the work procedure and maintaining a level of professionalism.
e. Maintaining a clean and tidy appearance.
f. Being courteous and respectful to all customers.

8. CONTRACTOR REQUIREMENTS

a. CONTRACTOR shall not start work on any project until specifically authorized by the Project Manager.

b. CONTRACTOR shall submit an estimate for each individual project within 48 hours of receipt a work order. The estimate shall include line items to be used from this Procurement Contract, quantity, unit price and a total price.

c. Provide competent supervision when providing services under the condition of this Procurement Contract.

d. CONTRACTOR shall always keep the Project Manager informed on a project ordered under these items.

e. CONTRACTOR shall resolve any complaint as a result from their work.

f. The Project Manager or County's designee will be the final authority for determining the extent of repair under this provision.

g. CONTRACTOR employees shall always present a neat and clean appearance. All Contractor employees must wear a professional uniform with the company name permanently affixed to the uniform.

h. CONTRACTOR's company name must be clearly marked on both sides of its vehicles.

i. The Daily Service Report (Attachment "A-1") must be signed by the County designee/Contractor and submitted with invoice when work is completed. Failure to have the report signed may resultin CONTRACTOR not being paid for the service.

j. Submit CONTRACTOR signed copy of delivery ticket for each load of asphalt and other materials obtained from asphalt concrete production facility.

k. Submitting to Project Manager or authorized designee all Daily Service Reports (DSR) within24 hours. (Attachment "A-1"). DSR shall include all materials, equipment and labor hours utilized in each project.

l. Contractor is responsible to notify the Project Coordinator or designee at least 48 hours in advance before restoration crew is mobilized. The notice should include the date and time of completion.

m. If CONTRACTOR requires assistance from COUNTY due to an unforeseeable situation, the vendor shall immediately stop work and contact the requesting agency's Contract Administrator or Project Manager. Vendor shall remain at site until requesting agency's staff arrive.

n. All employees of CONTRACTOR and any subcontractors shall be, always, the responsibility of CONTRACTOR, under his or her sole discretion and not an employee or agent of Broward County. Broward County may require CONTRACTOR to remove an employee it deems careless, incompetent, insubordinate,or otherwise objectionable

and whose continued employment on County property is notin the best interest of the County.

o. COUNTY reserves the right to scrutinize, and reject as unsuitable, any employee of CONTRACTOR for just cause.

p. CONTRACTOR shall take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs because of their fault or negligence.

q. All equipment shall be utilized in accordance with OSHA requirements approved. CONTRACTOR is responsible for transporting such equipment immediately and within the required response time, causing no delay in services/repairs.

r. CONTRACTOR shall be responsible for all necessary measurements and for the accurate fitting of all work.

s. CONTRACTOR is responsible to include color photographs of jobsite before and after restoration is done. Photographs shall have a density of 3.0 megapixel or greater. Plot resolution is to be minimum 300 dots per inch. All photographs included in the invoices will also be provided to requesting using agency in JPEG format on CD or email. The cost for photographs shall be made part of pay items provided within this contract.

9. COMPLETION TIME

Restoration service requests shall be completed within two business days from the time of notification via Notice to Proceed/Purchase Order or upon written establishment of a mutually agreed upon start date.

10. HOURS OF WORK

a. Regular County Business Hours shall be from 7:30 a.m. to 5:00 p.m., Monday through Friday with a preference for the work to be completed by 3:00 p.m. Work may continue past a normal eight- hour work shift, if needed. All other hours shall be from 5:01 p.m. to 7:29 a.m., Monday through Friday and all hours Saturday, Sunday, and Broward County holidays. Overtime hours must be approved by the requesting Division prior to work being performed outside of regular business hours.

b. All restoration services should be performed during regular County business hours, Monday through Friday, except for holidays, unless requested and scheduled by the Contract Administrator, or their designee.

c. Emergency mobilization shall be available twenty-four (24) hours, seven (7) days a week.

11. EMERGENCY SERVICES

a. Emergency service shall be service that is requested by the Project Manager and/or designee.

b. Emergency Service shall be available twenty-four (24) hours daily, seven (7) days a week. CONTRACTOR must be available 24/7 to meet emergency requirements. CONTRACTOR must provide a cell phone number that is monitored 24/7. On-site response time shall not exceed four-(4) hours after receiving an emergency call. Failure to adhere to the four-(4) hours on-site response time may be cause to terminate the contract.

c. Only time on jobsite shall be invoiced. CONTRACTOR shall make every effort to

expedite the procurement of emergency repair materials as directed by COUNTY. Emergency temporary restorations must be completed the same day of the emergency notification to reduce the likelihood of vehicular damage and delays in traffic flow.

d. CONTRACTOR's performance and timely response to emergency service/repair calls will be carefully monitored. Failure to adhere to the response time may be cause to cancel the contract.

e. The Daily Service Report, Attachment "A-1", shall be required.

12. QUALIFICATIONS

a. Prospective bidders must be able to show evidence that they are qualified and capable to fulfill and abide by the requirements listed.

b. CONTRACTOR shall provide the specified service requirements in accordance with all federal, state, and local applicable laws, standards, and regulations necessary to perform the services.

c. Prior to award, County personnel from the Water and Wastewater Operations Division and various other agencies may require CONTRACTOR's personnel to do a practical demonstration of verbal communication and mechanical skills. CONTRACTOR's bid may be rejected if their personnel cannot successfully demonstrate their professional abilities.

d. Only personnel of CONTRACTOR who have successfully demonstrated their skills shall be allowed to work on County repairs during the term of the contract. CONTRACTOR is responsible for immediately notifying each Project Manager of any personnel changes.

e. CONTRACTOR must supply service personnel with personal protection equipment as per OSHA requirements.

f. CONTRACTOR shall keep a record of all training of each employee. The record shall show, at a minimum, the employee's name, date of employment, date, and type of training for each class attended. A transcript of the training records shall be made available to COUNTY on request within five (5) calendar days of request.

g. CONTRACTOR shall be responsible for supervision of any subcontractors.

h. CONTRACTOR must abide by response times indicated in the contract.

i. CONTRACTOR must be fully equipped and capable of meeting all specifications and requirements of this bid.

13. LABOR AND MATERIALS

a. Unless otherwise provided herein, CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

b. CONTRACTOR shall always enforce strict discipline and good order among its employees and subcontractors at the jobsite and shall not employ on the Work any unfit person or anyone not skilled in the work to which they are assigned.

c. Contractor shall provide at least two emergency contacts. The contact information must

include full name and phone number in the event emergencies arise and they need to be contacted.

d. All prices in bid shall be inclusive of any applicable trip charges and/or mileage. Hourly rates shall be billed with a one hour minimum and partial hours worked in excess of the initial one hour shall be billed to the closest ¼ hour increment, e.g. 1-15 min. = ¼ hour; 16-30 min.= ½ hour, 31-45 min.
= ¾ hour. The Project Manager will verify all hours.

e. For line items with the following units of measure, the County may order partial quantities:

Acre, Ton, Cubic Yard, Cubic Foot, Pound, Day, Square Yard and Square Foot

14. WEATHER

Extensions to the Completion Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Completion Time. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent CONTRACTOR from productively performing controlling items of work identified on the accepted schedule or updates resulting in:

a. CONTRACTOR being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions; or

b. CONTRACTOR must make major repairs to the work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by CONTRACTOR, and providing that CONTRACTOR was unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates.

15. INSPECTION OF WORK

a. County personnel shall always have access to the work, and CONTRACTOR shall provide proper facilities for such access and for inspecting, measuring, and testing.

i. Should the Contract Documents, County Project Manager's instructions, any laws, ordinances, or any public authority require any of the work to be specially tested or approved, CONTRACTOR shall give County Project Manager timely notice of readiness of the work for testing. If the testing or approval is to be made by an authority other than County, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the work should be covered up without approval or consent of County Project Manager, it must, if required by County Project Manager, be uncovered for examination, and properly restored at CONTRACTOR's expense.

ii. County Project Manager may order reexamination of any of the work with prior written approval by the Contract Administrator, and if so ordered, the work must be uncovered by CONTRACTOR. If such work is found to be in accordance with the Contract Documents, County shall pay the cost of reexamination and replacement. If such work is not in accordance with the Contract Documents, CONTRACTOR shall pay such cost.

b. Inspectors shall have no authority to permit deviations from, nor to relax any of the

provisions of the Contract Documents, nor to delay the Contract by failure to inspect the materials and work with reasonable promptness without the written permission or instruction of County Project Manager. CONTRACTOR assumes responsibility if there is a deviation from the Contract Documents.

c. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by CONTRACTOR to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of CONTRACTOR will constitute a breach of this Contract.

16. SUPERINTENDENCE AND SUPERVISION

a. The orders of County are to be given through County Project Manager, which instructions are to be strictly and promptly followed in every case. CONTRACTOR shall keep on the project during its progress, a full-time competent superintendent/supervisor capable of communicating in English and any necessary assistants, all satisfactory to County Project Manager. The superintendent shall not be changed except with the written consent of County Project Manager, unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ. The superintendent shall represent CONTRACTOR and all directions given to the superintendent shall be as binding as if given to CONTRACTOR and will be confirmed in writing by County Project Manager upon the written request of CONTRACTOR. CONTRACTOR shall give efficient supervision to the work, using its best skill and attention.

b. Daily, CONTRACTOR's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the work; time of commencement of work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Job-site; visitors to the Job-site, including representatives of County, regulatory representatives; any special or unusual conditions or occurrences encountered; and the time of termination of work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Jobsite and shall always be availablefor inspection and copying by County.

c. If CONTRACTOR, in the course of prosecuting the work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, it shall be CONTRACTOR's duty to immediately inform County Project Manager, in writing, and County Project Manager will promptly review the same. Any work done after such discovery, until authorized, will be done at CONTRACTOR's sole risk.

d. 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 Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

17. RIGHTS OF VARIOUS INTERESTS

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

18. DIFFERING SITE CONDITIONS

a. In the event that during the course of the work CONTRACTOR encounters subsurface or concealed conditions at the Job-site which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Job-site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, CONTRACTOR, without disturbing the conditions and before performing any work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify County Project Manager in writing of the existence of the aforesaid conditions.

   County Project Manager shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of County Project Manager, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the work, whether or not charged as a result of the conditions, CONTRACTOR shall provide revised estimate including adjustment to the Contract Price, or the Contract Time, or both for County Project Manager approval. If County Project Manager and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Contract Administrator for final determination.

   Should Contract Administrator determine that the conditions of the Job-site are not so materially different to justify a change in the terms of the Contract, Contract Administrator shall so notify CONTRACTOR in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

b. No request by CONTRACTOR for an equitable adjustment to the Contract under this provision shall be allowed, unless CONTRACTOR has given written notice in strict accordance with the provisions of this Article.

c. No request for an equitable adjustment or change to the Project’s price or completion time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of substantial completion.

19. PLANS AND WORKING DRAWING

County shall have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings, or additional information as the work proceeds, all of which shall be considered as part of the Contract Documents.

20. CHECK PLANS, SPECIFICATIONS AND DATA

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

21. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

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

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

22. WARRANTY

CONTRACTOR warrants to 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 Contract Documents. Allwork not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by County Project Manager, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

23. SUPPLEMENTARY DRAWINGS

a. When, in the opinion of County Project Manager, it becomes necessary to explain the work to be done more fully or to illustrate the work further, or to show any changes, which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by County Project Manager.

b. The supplementary drawings shall be binding upon CONTRACTOR with the same force as the Contract Documents. Where such supplementary drawings require either less or more than the original quantities of work, appropriate adjustments shall be made.

24. DEFECTIVE WORK

a. County Project Manager shall have the authority to reject or disapprove work, which County Project Manager finds to be defective. If required by County Project Manager, CONTRACTOR shall promptly either correct all defective work or remove such defective work and replace it with non- defective work. CONTRACTOR shall bear all

direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

b. Should CONTRACTOR fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by County Project Manager, Contract Administrator shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR's expense. Any expense incurred by County in making such removals, corrections, or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR, or may be charged against the Performance Bond. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, County may declare CONTRACTOR in default.

c. If within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR, after receipt of written notice from County, shall promptly correct such defective or nonconforming work within the time specified by County without cost to County, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that CONTRACTOR might have under the Contract Documents.

d. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate County to final acceptance.

25. SUBCONTRACTS

a. Each subcontractor must possess certificates of competency and licenses required by law. CONTRACTOR shall have a continuing obligation to notify County Project Manager of any change in subcontractors.

b. CONTRACTOR shall not employ any subcontractor against whom County may have a reasonable objection. CONTRACTOR shall not be required to employ any subcontractor against whom CONTRACTOR has a reasonable objection.

c. CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and County or any obligation on the part of County to pay or to see the payment of any monies due to any subcontractor. County may furnish to any subcontractor evidence of amounts paid to CONTRACTOR because of specific work performed.

d. CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of County.

26. SEPARATE CONTRACTS:

    a. County reserves the right to let other contracts in connection with work performed under this contract. 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.

    b. If any part of CONTRACTOR's work depends for proper execution or results upon the work of any other persons, CONTRACTOR shall inspect and promptly report to County Project Manager any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of CONTRACTOR's work, except as to defects which may develop in other CONTRACTOR's work after the execution of CONTRACTOR's.

    c. CONTRACTOR shall conduct its operations and take all reasonable steps to coordinate the prosecution of the work to create no interference or impact on any other CONTRACTOR on the site. Should such interference or impact occur, CONTRACTOR shall be liable to the affected CONTRACTOR for the cost of such interference or impact.

    d. To ensure the proper execution of subsequent work, CONTRACTOR shall inspect the work already in place and shall at once report to County Project Manager any discrepancy between the executed work and the requirements of the Contract Documents.

27. LANDS FOR WORK

    a. County shall provide, as may be indicated in the Contract 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 County for the use of CONTRACTOR.

    b. CONTRACTOR shall provide, at CONTRACTOR's own expense and without liability to County, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. CONTRACTOR shall furnish to County copies of written permission obtained by CONTRACTOR from the owners of such land.

28. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

    CONTRACTOR shall conform to and obey all applicable laws, regulations, or ordinances regarding labor employed, hours of work and CONTRACTOR's general operations. CONTRACTOR shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

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

    a. It shall be CONTRACTOR’s responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the work.

    b. CONTRACTOR shall notify each utility company involved prior to the start of construction to arrange for positive underground location, relocation, or support of its

utility where that utility may conflict with or endangered by the proposed construction. CONTRACTOR shall pay for relocation of water mains or other utilities for the convenience of CONTRACTOR.

CONTRACTOR shall pay for all charges by utility companies for temporary support of its utilities. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to CONTRACTOR for utility relocations, whether said relocation is necessary to avoid conflict with other lines.

c. CONTRACTOR shall schedule the work in such a manner that the work is not delayed by the utility providers relocating or supporting their utilities. CONTRACTOR shall coordinate its activities with all public and private utility providers occupying the right-of-way. No compensation will be paid to CONTRACTOR for any loss of time or delay.

d. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. COUNTY reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of CONTRACTOR. All such repairs made by CONTRACTOR are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

30. CONTINUING THE WORK

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

31. FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

a. The County Project Manager shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering changes in work execution, providing the Field Order involves no change in the Project price or the completion time.

b. County Project Manager shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Project price or the completion time.

32. NO INTEREST

Any monies not paid by County when claimed to be due to CONTRACTOR under this Agreement, including, but not limited to, 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 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.

33. FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

a. The entire responsibility for establishing and maintaining line and grade in the field lies with CONTRACTOR. When County Project Manager requires record drawings, CONTRACTOR shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, hand holes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. CONTRACTOR shall deliver these records in good order to County Project Manager as the work is completed. All record drawings shall be made on reproducible paper and shall be delivered to County Project Manager prior to and as a condition of final payment.

b. CONTRACTOR shall maintain in a safe place at the Jobsite 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 shall always be available to County Project Manager for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents shall be delivered to the Contract Administrator.

34. SAFETY AND PROTECTION

a. CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

i. All employees on the work site and other persons who may be affected thereby.

ii. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the Jobsite; and

iii. Other property at the Jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

b. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until all the work is completed and acceptable.

c. CONTRACTOR shall designate a responsible member of its organization at the work site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

35. PAYMENT BY COUNTY FOR TESTS

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

36. HURRICANE PRECAUTIONS

a. During such periods as are designated by the United States Weather Bureau as being a hurricane warning or alert, CONTRACTOR, at no cost to COUNTY, shall take all precautions necessary to secure the Job-site in response to all threatened storm events, regardless of whether the County Project Manager has given notice of same.

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

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

37. CLEANING UP; COUNTY'S RIGHT TO CLEAN UP

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

38. REMOVAL OF EQUIPMENT

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

E. MAINTENANCE OF TRAFFIC (MOT) / WORK ZONE TRAFFIC CONTROL (WZTC)

1. General MOT/WZTC Requirements

a. CONTRACTOR shall perform all work and services associated with this Contract in a safe and efficient manner to continuously protect motorists, pedestrians, workers, and the public at-large within and in the vicinity of the work zone.
b. CONTRACTOR shall implement and continuously comply with the MOT and WZTC requirements and criteria outlined in the most current version of the FDOT Design

Standards, Index 600 series and COUNTY's Minimum Standards applicable to public rights-of-way under Broward County jurisdiction.

c. CONTRACTOR shall inherently be paid for installation and maintenance of all MOT and WZTC equipment and labor in accordance with the unit prices for Maintenance of Traffic Pay Items. Payment for MOT shall only be applicable for Furnish and Install, Install, Remove and Relocate pay items performed in the public right-of-way that specifically require implementation of MOT/WZTC measures.
d. CONTRACTOR shall not be paid MOT for "Furnish Only" items or any other services that do not specifically require the implementation of MOT/WZTC measures in the public right-of-way.
e. CONTRACTOR shall be responsible for all maintenance of traffic (which includes all traffic control devices shown on the approved MOT Plan) during construction or repair work. Prior to commencement of work, CONTRACTOR shall submit a MOT Plan, certified by an International Municipal Signal Association (IMSA) Supervisor, American Traffic Safety Services Association (ATSSA) Supervisor, or a Florida licensed Professional Engineer, to the Traffic Engineering Division for County approval or the Local Municipality for approval, depending on the roadway jurisdiction. No work shall commence until receipt of approval. Submissions shall be provided to the requesting agency Project Manager or designee for approval.
f. A Certified Worksite Traffic Control Officer shall be present to direct the initial setup of the traffic control plan, shall be available on a 24-hour basis, shall participate in all changes to traffic control, and shall review the project daily. The MOT is validfor the duration of the permit or completion of the project's PO/NTP, whichever comesfirst. Once the MOT is approved by the PM, the permitted CONTRACTOR shall be solely responsible for the installation and maintenance of the approved work zone trafficcontrol devices throughout the length of the project.
g. CONTRACTOR shall be responsible for all traffic control equipment delivered to the jobsite as a part of the approved MOT plan. All equipment shall be clean, operational, and fully reflective as per intended design and the requirements of FDOT Design Standards, Index 600 series. Failure to ensure all aspects of these criteria will be cause for immediate suspension of work until the sub-standard equipment is repaired or replaced.
h. The information provided on the MOT plans may consist of simply notes and references to the FDOT Design Standards, Index 600 series or may be as elaborate as detailed individual phase layouts using profile sheets and interchange and intersection layout sheets, all depending on the complexity of the PO/NTP as determined by the PM. CONTRACTOR shall provide to the PM all requested information needed for approval, including CONTRACTOR's proposed MOT plan. The MOT plans shall adhere to the

FDOT Design Standards, Index 600 series and all applicable sections of COUNTY's Minimum Standards.

2. MOT/WZTC Certifications

   a. CONTRACTOR and/or its subcontractor shall, always, have all flag persons certified in FDOT, ATSSA or equivalent flagger courses.
   b. CONTRACTOR must also maintain a Traffic Control Officer that routinely inspects the work areas under construction daily, and must be at the job-site during working hours within three hours of notification by either the on-site supervisor or the PM. CONTRACTOR's Traffic Control Officer is ultimately responsible for ensuring that all MOT and WZTC activities comply with this Contract, and that work is proceeding in a safe and efficient manner at the job-site(s).
   c. Proof of certification shall be provided immediately to County upon request. If proof of certification is not provided, the applicable personnel shall immediately be removed from the jobsite.

F. MEASUREMENT AND PAYMENT

1. FDOT pay item description can be found at FDOT Basis of Estimate Manual https://www.fdot.gov/programmanagement/Estimates/BasisofEstimates/BOEManual/

   Only exceptions described herein are applicable to the scope of work for this contract. Specifications of pay items not associated with a FDOT pay item are also described in this section.
2. If a project activity can be paid through multiple pay items, only one pay item must be used. In this case, the Contract Administrator or his designee will select appropriated pay item to pay for the work.

G. ABBREVIATIONS

Listed below are selected abbreviations used in the pay items.

ABBREVIATION	DESCRIPTION
AC	Acre
ADA	Americans with Disabilities Act
ASCE	American Society of Civil Engineers
CADD	Computer-Aided Design and Drafting
CF	Cubic Foot
CY	Cubic Yard
DI	Directional Indicator
EA	Each
ED	Each Day
FDOT	Florida Department of Transportation
F&I	Furnish and Install
GAL	Gallon
HR	Hour

ABBREVIATION	DESCRIPTION
LB	Pound
LF	Linear Foot
NA	Not Applicable
PVC	Polyvinyl Chloride
SCH	Schedule
SF	Square Foot
SY	Square Yard
TN	Ton
VP	Vertical Panels

H. PAY ITEM SPECIFICATIONS (Where not addressed within the bid Item Response Form)

1. STANDARD MOBILIZATION/DEMOBILIZATION FOR ASPHALT WORK / FDOT PAY ITEM # 101-1

   Measurement for payment for mobilization/demobilization will be based upon the actual number, each, of such mobilizations/demobilization to each project location for asphalt restoration services.

   Payment to mobilize/demobilize shall constitute full compensation to perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, operations necessary for the movement of personnel, site investigation, estimates/quotes, equipment, tools, supplies, and incidentals to the Jobsite.

2. STANDARD MOBILIZATION/DEMOBILIZATION FOR CONCRETE WORK / FDOT PAY ITEM # 101-1

   Measurement for payment for mobilization/demobilization will be based upon the actual number, each, of such mobilizations/demobilization to each project location for concrete restoration services.

   Payment to mobilize/demobilize shall constitute full compensation to perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, operations necessary for the movement of personnel, site investigation, estimates/quotes, equipment, tools, supplies, and incidentals to/from the Jobsite.

3. MOBILIZATION/DEMOBILIZATION FOR PAVER WORK

   Measurement for payment for mobilization/demobilization will be based upon the actual number, each, of such mobilizations/demobilizations to each project location for paver restoration services.

   Payment to mobilize/demobilize shall constitute full compensation to perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, operations necessary for the movement of personnel, site investigation, estimates/quotes, equipment, tools, supplies, and incidentals to/from the Jobsite.

4. EMERGENCY CALL OUT MOBILIZATION WITHIN 4 HOURS / FDOT PAY ITEM # 101-1

   Measurement for payment for mobilization/demobilization will be based upon the actual number, each, of such mobilizations/demobilization to each project location within four-

hour notification from COUNTY.

Payment to mobilize/demobilize shall constitute full compensation to perform preparatory work and operations in mobilizing within four hours for beginning work on the project, including, but not limited to, operations necessary for the movement of personnel, site investigation, estimates/quotes, equipment, tools, supplies, and incidentals to/from the Job-site.

5. FDOT CERTIFIED FLAG PERSON Description

   Unit price of the pay item listed above includes full compensation for worked performed by a FDOT certified flag person. Proof of certification must be provided to County Project Manager. In accordance with FDOT Standard Specifications for Road and Bridge Construction.

6. UTILITY LOCATING AND EXCAVATION TEST HOLE Description
   a) Unit price of the pay item listed above includes full compensation for:
   b) Acquisition of any required permits to perform vacuum excavation.
   c) Detailed investigation of any available records, plans, and maps.
   d) Field staking of the exact location of the proposed features in possible conflict with existing utilities.
   e) Location of existing buried utilities or any other structures that may conflict with proposed construction.
   f) Non-destructive, vacuum excavation test hole to expose the utility at all points of possible conflict.
   g) Restoration of the test hole and marking of the location utilizing established utility designating color codes and ASCE Standards of Practice.
   h) Formal Test Hole Report and Inventory detailing all structures and utilities found including depth below natural ground and direction.
   i) Total station exhibit of the test-hole locations for CADD mapping of Jobsite.

7. ENGINEERING WORK, SIGNED AND SEALED DRAWINGS Description

   Unit price of the pay item listed above includes full compensation for worked performed by a professional Florida State Licensed Engineer. Proof of license must be provided to County Project Manager. A maximum of five (5) signed and sealed sets in a format specified by the County Project Manager are required.

8. CURB OR CURB AND GUTTER REMOVAL
   Unit price of the pay item listed above includes full compensation for performing and completing all the work of removal and legal disposal of concrete curb or curb and gutter.

9. REMOVAL OF EXISTING CONCRETE PAVEMENT / FDOT PAY ITEM # 110-4

   Unit price of the pay item listed above includes full compensation for all the work described in the referenced FDOT pay item, except for curb and curb and gutter removal, which will be paid under a separate pay item.

10. PAY ITEM 03-01 / REGULAR EXCAVATION / FDOT PAY ITEM # 120-1

    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.

Payment for Excavation will be made at the unit price, cubic yard, named in the Bid Schedule, which shall constitute full compensation for saw-cutting, protection of property, protection of existing utilities, shoring and sheeting, extra excavation, disposal of surplus or unsuitable material, backfilling; and for all other appurtenant work incidental requiring excavation (FDOT Specification No. 120)

11. REWORKING LIMEROCK BASE,

Payment for Reworking limerock base will be made at the unit price, square yard, named in the Bid Schedule, which shall constitute full compensation for Rework (or rework and widen) the existing rock base, by adding new limerock material (FDOT Specification No. 210). Item includes all material, labor and equipment with operator to complete the work.

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12. TEMPORARY PATCH USING COLD ASPHALTIC MIX (1 INCH THICK)

Unit price of the pay item listed above includes full compensation for all labor, equipment (dump truck,incidentals, and material to install temporary patch using cold asphaltic mix.

Payment for Temporary patch will be made at the unit price, cubic foot, named in the Bid Schedule, which shall constitute full compensation all material, labor, equipment with operator and incidentals to install temporary patch using cold asphaltic mix.

13. ASPHALTIC CONCRETE, TYPE S, F&I

Unit price of the pay item listed above includes full compensation for all labor, equipment, incidentals, and material as described in Section 331 of the FDOT Standard Specifications for Road and Bridge Construction, latest Edition.

Payment for Type S asphaltic concrete will be made at the unit price, ton, named in the Bid Schedule, which shall constitute full compensation for Type S asphaltic concrete specified in the Contract Documents. Item includes all material, labor and equipment with operator to complete the work.

14. CONCRETE SIDEWALK, 4" THICK 3000 PSI/ FDOT PAY ITEM # 522-2

Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 4” minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

15. CONCRETE SIDEWALK, 6" THICK 3000 PSI/ FDOT PAY ITEM # 522-2

Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 6” minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

16. CONCRETE SIDEWALK, 10" THICK 3000 PSI

Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 10” minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

17. CONCRETE SIDEWALK, 12" THICK 3000 PSI

    Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 12” minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

18. CONCRETE SIDEWALK, 6" THICK 4000 PSI

    Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 6” minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

19. CONCRETE SIDEWALK, 12" THICK 4000 PSI Description

    Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 12” minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

20. CONCRETE SIDEWALK, 6" THICK 5000 PSI Description

    Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 6” minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

21. CONCRETE SIDEWALK, 12" THICK 5000 PSI Description

    Unit price of the pay item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 12” minimum. Curb ramps and detectable warning installations are not covered under this pay item. Item includes all material, labor and equipment with operator to complete the work.

22. DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT, F&I / FDOT PAY ITEM # 527-2

    Unit price of the pay item listed above includes full compensation for all work described in the referenced FDOT pay item; however, the unit of measurement is square feet of installed detectable warning.

23. DETECTABLE WARNING ON EXISTING WALKING SURFACE, CAST-IN- PLACE, F&I

    Unit price of the pay item listed above includes full compensation for all work specified in the FDOT pay item 527-2; except that the detectable warning shall be cast-in-place and the unit of measurement is square feet of installed detectable warning. Concrete removal will be paid under a separate pay item.

24. ADA RAMP, SINGLE DIRECTION

    Unit price of the pay item listed above includes full compensation for:

    a) All work described in FDOT Specification # 522-2.
    b) Ramp must conform with FDOT Design Standards Index #300 and #304 or variation approved by the County Project Manager.
    c) County Project Manager shall specify ramp type.

d) Ramp size shall not exceed 100 SF.

25. ADA RAMP, TWO-DIRECTION

Unit price of the pay item listed above includes full compensation for:

a) All work described in FDOT Specification # 522-2.
b) Ramp must conform to FDOT Design Standards Index #300 and #304 or variation approved by the County Project Manager.
c) County Project Manager shall specify ramp type.
d) Ramp size shall not exceed 200 SF.

26. MULCH REPLACEMENT, F&I / FDOT PAY ITEM # NA

a) Areas to be mulched will have existing weeds and undesirable vegetation removed, including their root systems, and a weed pre-emergent treatment applied before applying mulch.
b) Grades are to be uniform. Smooth areas that are rough and uneven, filling in voids and holes with planting soil or another approved fill material.
c) The mulch shall be uniformly applied to a depth of three (3) inches, or as indicated by the County, over all shrub and ground cover areas, around trees and palms in bed areas and any other areas indicated. Maintain three (3) inches clearance from trunks or stems of plants.
d) Cypress bark or pine straw mulch will not be used.

27. TREE REMOVAL CREW (THREE (3) PEOPLE MINIMUM)

Unit price of the pay item listed above includes full compensation for work, labor, material, equipment, and all incidentals necessary for satisfactorily removing and legal disposal of

existing tree(s) as shown in the Plans or as directed by the County Project Manager. The tree removal crew must be a three (3) people crew minimum.

28. TREE TRIMMING CREW (3 PEOPLE MINIMUM)

    Unit price of the pay item listed above includes full compensation for work, labor, material, equipment, and all incidentals necessary for satisfactorily trimming and legal disposal of debris as directed by the County Project Manager. The trimming crew must be a three (3) people crew minimum.

29. ROOT BARRIER, F&I

    Unit price of the pay item listed above includes full compensation for work, labor, material, and equipment required to furnish and install a 2-foot high-density polyethylene root barrier. Trench work must also be included in the unit price for this pay item.

30. CERTIFIED ARBORIST

    Unit price of the pay item listed above includes full compensation for worked performed by a certified arborist. Proof of certification must be provided to the County Project Manager.

31. ADDITIONAL LABORER

    Unit price of the pay item listed above includes full compensation for worked performed by a laborer. The County Project Manager must approve any work requiring additional laborer.

32. SPRINKLER HEADS POP-UP ROTATING, F&I

    Unit price of the pay item listed above includes full compensation for all work, labor, material, and equipment necessary for installation of sprinkler heads pop-up rotating of existing irrigation systems.

33. UP TO 2" PVC PIPE, SCH. 40, F&I

    Unit price of the pay item listed above include full compensation for all work, labor, material, and equipment necessary for installation of specified PVC pipes including fittings, valves, connections, etc. Excavation, backfilling, and restoration will be paid under separate pay items.

34. BACKHOE AND OPERATOR

    Measurement for payment to furnish Backhoe with operator will be based upon actual hours of work performed with such equipment. The price shall be full compensation for furnishing equipment cost of use and all costs of operation, maintenance, repair, fuel, consumable fluids/oils, parts, and materials, mobilization, demobilization and transportation to and from the job-site, and operator, all in accordance with the requirements of the Contract Documents. This item shall be approved by Project Manager or designee and is only to be used when required for restoration services.

35. DUMP TRUCK & OPERATOR, TRI-AXLE, 16 CY MINIMUM CAPACITY

    Measurement for payment to furnish Dump Truck with operator will be based upon actual hours of work performed with such equipment. The price shall be full compensation for furnishing equipment cost of use and all costs of operation, maintenance, repair, fuel, consumable fluids/oils, parts, and materials and transportation to and from the job-site, and operator, all in accordance with the requirements of the Contract Documents. This item shall be approved by Project Manager or designee and is only to be used when required for restoration services.

36. SKID STEER AND OPERATOR (BOBCAT)

    Measurement for payment to furnish skid steer and operator (Bobcat) will be based upon actual hours of work performed with such equipment. The price shall be full compensation for furnishing equipment cost of use and all costs of operation, maintenance, repair, fuel, consumable fluids/oils, parts, and materials and transportation to and from the job-site, and operator, all in accordance with the requirements of the Contract Documents. This item shall be approved by Project Manager or designee and is only to be used when required for restoration services.

37. PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 4"

    Unit price of the pay item listed above include full compensation for all work described in the FDOT Specification # 710-11. However, the 4” width was added, and the unit of measurement was changed to linear feet (LF).

38. MINIMUM CHARGE FOR STRIPING FOR EACH PROJECT (PAINT)

    Unit price of the pay item listed above represents the minimum payment that CONTRACTOR will receive for all the stripping activities per project. For example, if the summation of all stripping pay items is less than the unit price bid under this pay item, CONTRACTOR will be paid a lump sum amount for all stripping activities per project equal to the unit price of this pay item. However, if the summation of all stripping pay items is greater than the unit price of this pay item, CONTRACTOR will be paid the actual cost of each stripping pay item. The final marking restoration shall be the same or better than the original condition.

39. MINIMUM CHARGE FOR STRIPING FOR EACH PROJECT (THERMOPLASTIC)

    Unit price of the pay item listed above represents the minimum payment that CONTRACTOR will receive for all the stripping activities per project. For example, if the summation of all stripping pay items is less than the unit price bid under this pay item, CONTRACTOR will be paid a lump sum amount for all stripping activities per project equal to the unit price of this pay item. However, if the summation of all stripping pay items is greater than the unit price of this pay item, CONTRACTOR will be paid the actual cost of each stripping pay item. The final marking restoration shall be the same or better than the original condition.

40. INSTALL/REPLACE 1 INCH METER BOX AND LID (LABOR ONLY)

    Unit price of the pay item listed above include full compensation for all work, labor, and tools necessary for installation/replacement of one-inch meter box and lid.

CONTRACTOR must set meter box and lid as per Broward County Water and Wastewater Services Minimum Design and Construction Standards. Broward County shall supply meter boxes and meter lids. For more information visit WWS website: https://www.broward.org/WaterServices/Engineering/Pages/MinimumDesignandConstructionStandards.aspx

41. INSTALL/REPLACE DUAL METER BOX AND LID (LABOR ONLY)

Unit price of the pay item listed above include full compensation for all work, labor, and tools necessary for installation/replacement of dual meter box and lid.

CONTRACTOR must set meter box and lid as per Broward County Water and Wastewater Services Minimum Design and Construction Standards. Broward County shall supply meter boxes and meter lids. For more information visit WWS website: https://www.broward.org/WaterServices/Engineering/Pages/MinimumDesignandConstructionStandards.aspx

42. INSTALL/REPLACE 2 INCH METER BOX AND LID (LABOR ONLY)

Unit price of the pay item listed above include full compensation for all work, labor, and tools necessary for installation/replacement of two-inch meter box and lid.

CONTRACTOR must set meter box and lid as per Broward County Water and Wastewater Services Minimum Design and Construction Standards. Broward County shall supply meter boxes and meter lids. For more information visit WWS website: https://www.broward.org/WaterServices/Engineering/Pages/MinimumDesignandConstructionStandards.aspx

I. ALLOWANCE (PASS-THRU) ITEMS

1. GENERAL REQUIREMENTS

a. Payments for the Pass-thru cost allowances shall be in accordance with SPECIAL INSTRUCTIONS TO VENDORS, Section J. These items include, but are not limited to, specialty subcontractor services, miscellaneous parts, materials, and equipment rental, permitting, and unforeseen underground conditions.

b. In situations where the County elects to have the CONTRACTOR supply parts, materials and/or equipment rental and no prices for same have been established in this contract, the cost of these items will be on a “Pass-Thru” basis, i.e., the Contractor will charge the County the same total invoice prices he or she is charged by his or her suppliers, including freight and taxes. A copy of the Contractor’s invoice(s) from supplier for such parts, materials, and rental shall be submitted with the Contractor’s invoice for payment. In cases where the contractor manufactures his or her own parts, he or she will charge the County a price no higher than he or she charges his or her most favored customer. The County reserves the right to request verification.

c. Subcontractor for pass-thru items may not charge an hourly rate higher than the awarded vendor and any parts or materials provided by the subcontractors shall be on a “pass-thru”

basis. Awarded contractor will not be reimbursed for hourly rates charged by their subcontractors that are higher than the hourly rates bid by the awarded contractor. Invoices and documentation shall be provided with copies of subcontractor's invoices as per "pass-thru" requirements.

d. Proof of the pass-thru cost shall be submitted with invoice to Accounting for invoice to be processed for payment, with a copy of the costs invoice sent to the ContractAdministrator of the Agency requesting the services. No markup will be permitted for thesepass-thru costs.

COUNTY reserves the option to purchase and furnish parts if COUNTY determines that the pricessubmitted by CONTRACTOR are not fair and reasonable.

2. PASS-THRU ITEMS

a. UNFORESEEN UNDERGROUND CONDITIONS

Payments to reimburse CONTRACTOR for actual cost for unforeseen underground construction activities not specified in the contract related to soil and utility conditions, which may involve work with utility agencies, such as FPL, Comcast, AT&T, water, and sewer systems, etc.

b. PARTS, MATERIALS, EQUIPMENT RENTAL, AND MISCELLANEOUS ITEMS

Payments for undefined and unanticipated parts, materials, miscellaneous items, and equipment rental specific to concrete and asphalt repairs pertaining to the scope of this contract, but not listed on the item response forms, such as traffic control devices, drainage structures, heavy equipment rental, etc.

c. SPECIALTY SUBCONTRACTOR SERVICES

CONTRACTOR may hire specialized contractual services after obtaining written approval from the Project Manager. Payment for specialized subcontractor activities shall be reimbursed on a cost "pass-thru" basis. Such activities not identified in the bid but related to the scope of this contract shall include, but no limited to, welding, sidewalk repairs, earthwork, concrete pavement repairs, testing. CONTRACTOR will invoice COUNTY for reimbursement.

d. NON-COUNTY AGENCY PERMITS AND FEES

Measurement for payment for non-Broward County permit fees will be based upon the actual permit fees paid by CONTRACTOR to the various agencies having jurisdiction for services to the locations, all in accordance with the Contract Documents. A copy of the governmental entity's invoice(s) for permits/fees must be submitted with the CONTRACTOR's invoice for payment. The COUNTY reserves the right to request verification for costs of permits/fees.

Broward County

WATER AND WASTEWATER OPERATIONS DIVISION
DAILY SERVICE REPORT

Original for WWOD

VENDOR:	PURCHASE ORDER #:
LOCATION:	WORK ORDER #
ADDRESS:	DATE OF SERVICE: _____ PM: ☐ SERVICE: ☐
DESCRIPTION OF JOB:	
MODEL #	**SERIAL #**

QTY / LINE #	PARTS USED / LINE DESCRIPTION (MANDATORY VENDOR BACKUP NEEDED)	PRICE	$ TOTAL

SUB-CONTRACTORS USED (MANDATORY VENDOR BACKUP NEEDED)

NAME & CLASSIFICATION (Master, Journey, Apprentice, Laborer)	TIME IN	TIME OUT	RATE	$ TOTAL

WORK PERFORMED:

CONTRACTOR SIGNATURE_____ WWOD SIGNATURE_____

INFORMATION BELOW TO BE COMPLETED BY AUTHORIZED WWOD PERSONNEL

JOB COMPLETE? **YES** ☐ **NO** ☐

IF NO, STATUS:

IF YES, SIGN "FINAL ACCEPTANCE" ***AUTHORIZED WWOD PERSONNEL SIGNATURE**_____

***I HAVE THE AUTHORITY TO ORDER WORK OUTLINED ABOVE WHICH HAS BEEN SATISFACTORLY COMPLETED AND AGREE TO PAY ALL PARTS AND HOURS AS INDICATED ON THIS SERVICE REPORT.**

WHITE-WWOD, YELLOW-Vendor

Bid Bond, Bid Guarantee, Performance and Payment Guarantees, and Qualifications of Surety Requirements for Goods and/or Services:

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 under the section "Standard Guarantee and Bond Forms".

B. **Bid Guarantee**: In lieu of a bid bond, the following will be acceptable: money order, certified check, cashier's check, an original **Bid Guarantee - 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 guarantee 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 Guarantee, evidence of insurance, or any other requirements set forth within the solicitation, within 10 calendar days after notification of award of the contract.

2. Guarantee 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 Guarantee or Certificate of Insurance or fail to comply with any other requirements set forth in the solicitation. Bid guaranties 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 guarantee 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 at www.broward.org/Purchasing/Pages/Registration.aspx and select "How to Submit and 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 guarantee, in lieu of submitting an electronic bid bond through Periscope S2G, Vendor must submit an original bid guarantee 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 guarantee should also be uploaded into Periscope S2G. The uploaded copy of the bid guarantee does not replace the original bid guarantee 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 Guarantees**: 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 **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 or 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. 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** 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.

4. 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.

5. 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 be 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 Rations

Financial Size Category

$500,001	to	$1,000,000	A, A-	Class I
$1,000,001	to	$2,000,000	A, A-	Class II
$2,000,001	to	$5,000,000	A	Class III
$5,000,001	to	$10,000,000	A	Class IV
$10,000,001	to	$25,000,000	A	Class V
$25,000,001	to	$50,000,000	A	Class VI
$50,000,001	to	or more	A	Class VII

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

3. If the surety company fails to meet the minimum standards, a bond from a surety that meets the minimum standards must be provided to satisfy the bonding requirements.

Revised 06/30/2021

Question and Answers for Bid #PNC2123416B1 - Concrete and Asphalt Restoration Services

Overall Bid Questions

Question 1

What is the estimated annual budget for this contract? **(Submitted: Nov 18, 2021 11:09:50 PM EST)**

Answer

- The estimated annual contract value is $1,500,000. **(Answered: Nov 29, 2021 1:11:17 PM EST)**

Question 2

Can you provide the bid bond form required for the bid? Bid documents provide link to Broward County Purchasing and link is not functioning. **(Submitted: Nov 18, 2021 11:10:58 PM EST)**

Answer

- Refer to Addendum No. 1. The bid bond form can be located on the Purchasing Division website under Standard Agreement Terms and Conditions, Standard Guaranty and Bond Forms. Link: https://www.broward.org/Purchasing/Pages/StandardTerms_copy%281%29.aspx **(Answered: Nov 29, 2021 1:11:17 PM EST)**

Question 3

Does this Project have any Self Perform % Percentage Requirements for Prime Bidders? **(Submitted: Nov 19, 2021 10:03:22 AM EST)**

Answer

- Refer to Special Instructions to Vendors, Section E. Vendor Responsibilities. **(Answered: Nov 29, 2021 1:11:17 PM EST)**

Question 4

What are the Liquidated Damages associated with this Project? **(Submitted: Nov 23, 2021 12:52:29 PM EST)**

Answer

- Refer to Special Instructions to Vendors, Section J.ÂÂ‟ Liquidated Damages. **(Answered: Nov 29, 2021 1:11:17 PM EST)**

DocuSign Envelope ID: D817B230-EE85-48E6-B873-81EF963BA18D

Exhibit "A"

Finance and Administrative Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

February 22, 2022

Concrete Works & Paving, Inc. Email Transmittal
Attention: Alvaro Medina, President
1001 N. Federal Highway, Suite 310
Hallandale Beach, FL 33009
Email: amedi009@hotmail.com; alvaro@concreteworksandpaving.com

RE: Solicitation No. PNC2123416B1, Concrete and Asphalt Restoration Services
Award Amount: $1,467,585; Bond Amount: $1,467,585.00

Dear Mr. Medina;

This is to confirm that the Director of Purchasing has conditionally accepted your Bid on the above-referenced solicitation.

This Award is subject to terms and conditions below and the Vendor is cautioned not to proceed until the items indicated have been satisfied. Goods or Services covered under this procurement must not be delivered or initiated until an official Purchase Order is issued **(and Notice to Proceed, if applicable)**.

> Please arrange with Nancy Olesen, Purchasing Division for submission of required Performance and Payment Guaranty (pursuant to Bid Bond, Bid Guarantee, Performance and Payment Guaranties, and Qualifications of Surety Requirements for Goods and/or Services of the referenced contract). Upon receipt and acceptance (by the County) of the aforementioned documents, a Procurement Contract will be issued.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, Performance and Payment bonds must be recorded by the Vendor with the Broward County Records, Taxes and Treasury Division, and a copy of the recorded bond must be provided to the Purchasing Division. To ensure the bonds are filled in completely and accurately, it is suggested that a copy of the bonds be emailed to the Purchasing Agent at nolesen@broward.org for review prior to recording with the Broward County Records, Taxes and Treasury Division.

Failure to provide the above required documentation by close of business on March 7, 2022, shall cause your firm to be considered non-responsible and this contingent Award to your firm may be rescinded.

Thank you for your interest in doing business with Broward County.

Sincerely,

Robert Gleason, Director
Purchasing Division

By: Nancy Olesen Digitally signed by Nancy Olesen Date: 2022.02.22 09:22:18 -05'00'
Nancy Olesen, Purchasing Agent

C: Carlos Garcia, Water and Wastewater Services

CONCRETE WORKS & PAVING INC

Bid Contact **Alvaro A Medina Jr**
amedi009@hotmail.com
Ph 305-218-4816

Address **1001 N. Federal Hwy. Ste. 310**
Hallandale Beach, FL 33009

Qualifications **MBE SB**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch. Docs
PNC2123416B1--01-01	Group 1: Standard mobilization for asphalt work	**Supplier Product Code:**	**First Offer - $70.00**	160 / each	**$11,200.00**	**Y**
PNC2123416B1--01-02	Group 1: Standard mobilization for concrete work	**Supplier Product Code:**	**First Offer - $200.00**	160 / each	**$32,000.00**	**Y**
PNC2123416B1--01-03	Group 1: Standard mobilization for paver work	**Supplier Product Code:**	**First Offer - $300.00**	5 / each	**$1,500.00**	**Y**
PNC2123416B1--01-04	Group 1: Emergency call out mobilization within 4 hours	**Supplier Product Code:**	**First Offer - $300.00**	5 / each	**$1,500.00**	**Y**
PNC2123416B1--01-05	Group 1: Traffic control officer	**Supplier Product Code:**	**First Offer - $12.50**	10 / hour	**$125.00**	**Y**
PNC2123416B1--01-06	Group 1: Work zone sign, F & I	**Supplier Product Code:**	**First Offer - $1.00**	800 / day	**$800.00**	**Y**
PNC2123416B1--01-07	Group 1: Business sign, F & I	**Supplier Product Code:**	**First Offer - $5.00**	5 / each	**$25.00**	**Y**
PNC2123416B1--01-08	Group 1: Barrier wall, temporary, f&i, waterfilled, up to 30 days	**Supplier Product Code:**	**First Offer - $5.00**	50 / linear foot	**$250.00**	**Y**
PNC2123416B1--01-09	Group 1: Barrier wall, temporary,	**Supplier Product Code:**	**First Offer - $7.00**	50 / linear foot	**$350.00**	**Y**

	relocate, concrete					
PNC2123416B1--01-10	Group 1: Barrier wall, temporary, relocate, waterfilled	**Supplier Product Code:**	**First Offer - $9.00**	20 / linear foot	**$180.00**	**Y**
PNC2123416B1--01-11	Group 1: Barricade, temporary, types I, II, DI, VP & drum, F & I	**Supplier Product Code:**	**First Offer - $1.00**	750 / day	**$750.00**	**Y**
PNC2123416B1--01-12	Group 1: Barricade, temporary, type III, 6 foot, F & I	**Supplier Product Code:**	**First Offer - $3.00**	50 / day	**$150.00**	**Y**
PNC2123416B1--01-13	Group 1: Traffic cones, F & I	**Supplier Product Code:**	**First Offer - $1.00**	7500 / day	**$7,500.00**	**Y**
PNC2123416B1--01-14	Group 1: Advance warning arrow panels, F & I	**Supplier Product Code:**	**First Offer - $25.00**	25 / day	**$625.00**	**Y**
PNC2123416B1--01-15	Group 1: Temporary retroreflective pavement marker	**Supplier Product Code:**	**First Offer - $5.00**	25 / each	**$125.00**	**Y**
PNC2123416B1--01-16	Group 1: Portable changeable message sign, temporary, F & I	**Supplier Product Code:**	**First Offer - $30.00**	25 / day	**$750.00**	**Y**
PNC2123416B1--01-17	Group 1: FDOT certified flag person	**Supplier Product Code:**	**First Offer - $20.00**	800 / hour	**$16,000.00**	**Y**
PNC2123416B1--01-18	Group 1: Sediment barrier	**Supplier Product Code:**	**First Offer - $3.00**	40 / linear foot	**$120.00**	**Y**
PNC2123416B1--01-19	Group 1: Floating turbidity barrier	**Supplier Product Code:**	**First Offer - $7.00**	40 / linear foot	**$280.00**	**Y**

PNC2123416B1--01-20	Group 1: Staked turbidity barrier - nylon reinforced PVC	**Supplier Product Code:**	**First Offer - $2.00**	50 / linear foot	**$100.00**	**Y**
PNC2123416B1--01-21	Group 1: Mowing	**Supplier Product Code:**	**First Offer - $75.00**	2 / acre	**$150.00**	**Y**
PNC2123416B1--01-22	Group 1: Utility locating and excavation test hole	**Supplier Product Code:**	**First Offer - $250.00**	2 / each	**$500.00**	**Y**
PNC2123416B1--01-23	Group 1: Engineering work, signed & sealed drawings	**Supplier Product Code:**	**First Offer - $30.00**	80 / hour	**$2,400.00**	**Y**
PNC2123416B1--01-24	Group 1: Curb or curb and gutter removal	**Supplier Product Code:**	**First Offer - $6.00**	650 / linear foot	**$3,900.00**	**Y**
PNC2123416B1--01-25	Group 1: Removal of existing concrete pavement	**Supplier Product Code:**	**First Offer - $12.00**	1400 / square yard	**$16,800.00**	**Y**
PNC2123416B1--01-26	Group 1: Regular excavation	**Supplier Product Code:**	**First Offer - $3.50**	6000 / cubic yard	**$21,000.00**	**Y**
PNC2123416B1--01-27	Group 1: Embankment	**Supplier Product Code:**	**First Offer - $13.00**	20 / cubic yard	**$260.00**	**Y**
PNC2123416B1--01-28	Group 1: Flowable fill	**Supplier Product Code:**	**First Offer - $90.00**	150 / cubic yard	**$13,500.00**	**Y**
PNC2123416B1--01-29	Group 1: Type B stabilization	**Supplier Product Code:**	**First Offer - $2.00**	500 / square yard	**$1,000.00**	**Y**
PNC2123416B1--01-30	Group 1: Reworking limerock base, 6 inch	**Supplier Product Code:**	**First Offer - $3.75**	10000 / square yard	**$37,500.00**	**Y**
PNC2123416B1--01-31	Group 1:	**Supplier**	**First Offer - $20.00**	200 / square yard	**$4,000.00**	**Y**

	Reworking limerock base, 4 inch	**Product Code:**				
PNC2123416B1--01-32	Group 1: Reworking limerock base, 3 inch	**Supplier Product Code:**	**First Offer - $10.00**	200 / square yard	**$2,000.00**	**Y**
PNC2123416B1--01-33	Group 1: Limerock, new material for reworking base	**Supplier Product Code:**	**First Offer - $25.00**	1000 / cubic yard	**$25,000.00**	**Y**
PNC2123416B1--01-34	Group 1: Temporary patch using cold asphaltic mix (1 inch thick)	**Supplier Product Code:**	**First Offer - $8.00**	15 / cubic foot	**$120.00**	**Y**
PNC2123416B1--01-35	Group 1: Milling existing asphalt pavement, 1 inch average depth	**Supplier Product Code:**	**First Offer - $6.00**	2600 / square yard	**$15,600.00**	**Y**
PNC2123416B1--01-36	Group 1: Milling existing asphalt pavement, 2 inch average depth	**Supplier Product Code:**	**First Offer - $6.00**	2000 / square yard	**$12,000.00**	**Y**
PNC2123416B1--01-37	Group 1: Milling existing asphalt pavement, 1.5 inch average depth	**Supplier Product Code:**	**First Offer - $6.00**	5000 / square yard	**$30,000.00**	**Y**
PNC2123416B1--01-38	Group 1: Type S asphaltic concrete	**Supplier Product Code:**	**First Offer - $330.00**	400 / ton	**$132,000.00**	**Y**
PNC2123416B1--01-39	Group 1: Superpave asphaltic concrete, traffic A, B, C, D, or E	**Supplier Product Code:**	**First Offer - $140.00**	1800 / ton	**$252,000.00**	**Y**
PNC2123416B1--01-40	Group 1: Asphalt concrete friction course, traffic A, C, or D, FC 9.5 or 12.5, rubber	**Supplier Product Code:**	**First Offer - $140.00**	500 / ton	**$70,000.00**	**Y**

PNC2123416B1--01-41	Group 1: Miscellaneous asphalt pavement	**Supplier Product Code:**	**First Offer - $140.00**	50 / ton	**$7,000.00**	**Y**
PNC2123416B1--01-42	Group 1: Cleaning and resealing joints existing (concrete pavement rehab)	**Supplier Product Code:**	**First Offer - $4.00**	10 / linear foot	**$40.00**	**Y**
PNC2123416B1--01-43	Group 1: Cleaning and sealing random cracks in existing concrete pavement rehab	**Supplier Product Code:**	**First Offer - $4.00**	10 / linear foot	**$40.00**	**Y**
PNC2123416B1--01-44	Group 1: Trailer Mounted Concrete Pump	**Supplier Product Code:**	**First Offer - $200.00**	20 / hour	**$4,000.00**	**Y**
PNC2123416B1--01-45	Group 1: Additional hose for Pump mix, Over 100 Foot, 4 inch diameter	**Supplier Product Code:**	**First Offer - $3.00**	200 / linear foot	**$600.00**	**Y**
PNC2123416B1--01-46	Group 1: Ready Mixed Concrete 3000 psi Regular or Pump Mix	**Supplier Product Code:**	**First Offer - $140.00**	50 / cubic yard	**$7,000.00**	**Y**
PNC2123416B1--01-47	Group 1: Ready Mixed Concrete 4000 psi Regular or Pump Mix	**Supplier Product Code:**	**First Offer - $150.00**	50 / cubic yard	**$7,500.00**	**Y**
PNC2123416B1--01-48	Group 1: Ready Mixed Concrete 5000 psi Regular or Pump Mix	**Supplier Product Code:**	**First Offer - $160.00**	50 / cubic yard	**$8,000.00**	**Y**
PNC2123416B1--01-49	Group 1: Concrete class NS, gravity wall	**Supplier Product Code:**	**First Offer - $135.00**	5 / cubic yard	**$675.00**	**Y**
PNC2123416B1--01-50	Group 1: concrete class I	**Supplier Product**	**First Offer - $125.00**	20 / cubic yard	**$2,500.00**	**Y**

		Code:				
PNC2123416B1--01-51	Group 1: concrete class II, culverts	**Supplier Product Code:**	**First Offer - $135.00**	20 / cubic yard	**$2,700.00**	**Y**
PNC2123416B1--01-52	Group 1: concrete class II, endwalls	**Supplier Product Code:**	**First Offer - $135.00**	20 / cubic yard	**$2,700.00**	**Y**
PNC2123416B1--01-53	Group 1: concrete class II, retaining walls	**Supplier Product Code:**	**First Offer - $135.00**	20 / cubic yard	**$2,700.00**	**Y**
PNC2123416B1--01-54	Group 1: concrete class II	**Supplier Product Code:**	**First Offer - $135.00**	20 / cubic yard	**$2,700.00**	**Y**
PNC2123416B1--01-55	Group 1: Reinforcing steel	**Supplier Product Code:**	**First Offer - $1.00**	10000 / pound	**$10,000.00**	**Y**
PNC2123416B1--01-56	Group 1: Inlets, closed flume	**Supplier Product Code:**	**First Offer - $2,000.00**	2 / each	**$4,000.00**	**Y**
PNC2123416B1--01-57	Group 1: Inlets, adjust	**Supplier Product Code:**	**First Offer - $200.00**	2 / each	**$400.00**	**Y**
PNC2123416B1--01-58	Group 1: Manhole, adjust	**Supplier Product Code:**	**First Offer - $200.00**	5 / each	**$1,000.00**	**Y**
PNC2123416B1--01-59	Group 1: Manhole, adjust, utilities	**Supplier Product Code:**	**First Offer - $300.00**	10 / each	**$3,000.00**	**Y**
PNC2123416B1--01-60	Group 1: Valve boxes, adjust	**Supplier Product Code:**	**First Offer - $180.00**	80 / each	**$14,400.00**	**Y**
PNC2123416B1--01-61	Group 1: Drainage structures, miscellaneous, adjust	**Supplier Product Code:**	**First Offer - $100.00**	5 / each	**$500.00**	**Y**
PNC2123416B1--01-62	Group 1: Pipe handrail-	**Supplier Product**	**First Offer - $45.00**	150 / linear foot	**$6,750.00**	**Y**

	guiderail, aluminum	**Code:**				
PNC2123416B1--01-63	Group 1: Concrete curb & gutter, type E	**Supplier Product Code:**	**First Offer - $15.00**	10 / linear foot	**$150.00**	**Y**
PNC2123416B1--01-64	Group 1: Concrete curb & gutter, special	**Supplier Product Code:**	**First Offer - $15.00**	10 / linear foot	**$150.00**	**Y**
PNC2123416B1--01-65	Group 1: Concrete curb & gutter, type F	**Supplier Product Code:**	**First Offer - $25.00**	100 / linear foot	**$2,500.00**	**Y**
PNC2123416B1--01-66	Group 1: Concrete curb, type D	**Supplier Product Code:**	**First Offer - $18.00**	700 / linear foot	**$12,600.00**	**Y**
PNC2123416B1--01-67	Group 1: Concrete valley gutter	**Supplier Product Code:**	**First Offer - $20.00**	40 / linear foot	**$800.00**	**Y**
PNC2123416B1--01-68	Group 1: Shoulder gutter (concrete)	**Supplier Product Code:**	**First Offer - $22.00**	20 / linear foot	**$440.00**	**Y**
PNC2123416B1--01-69	Group 1: Concrete sidewalk, 4 inch thick 3000 PSI	**Supplier Product Code:**	**First Offer - $53.00**	150 / square yard	**$7,950.00**	**Y**
PNC2123416B1--01-70	Group 1: Concrete sidewalk, 6 inch thick 3000 PSI	**Supplier Product Code:**	**First Offer - $53.50**	800 / square yard	**$42,800.00**	**Y**
PNC2123416B1--01-71	Group 1: Concrete sidewalk, 10 inch thick 3000 PSI	**Supplier Product Code:**	**First Offer - $58.00**	5 / square yard	**$290.00**	**Y**
PNC2123416B1--01-72	Group 1: Concrete sidewalk, 12 inch thick 3000 PSI	**Supplier Product Code:**	**First Offer - $63.00**	30 / square yard	**$1,890.00**	**Y**
PNC2123416B1--01-73	Group 1: Concrete driveway, 6 inch thick 4000 PSI	**Supplier Product Code:**	**First Offer - $54.00**	30 / square yard	**$1,620.00**	**Y**

PNC2123416B1--01-74	Group 1: Concrete driveway, 12 inch thick 4000 PSI	**Supplier Product Code:**	**First Offer - $63.00**	20 / square yard	**$1,260.00**	**Y**
PNC2123416B1--01-75	Group 1: Concrete driveway, 6 inch thick 5000 PSI	**Supplier Product Code:**	**First Offer - $54.00**	100 / square yard	**$5,400.00**	**Y**
PNC2123416B1--01-76	Group 1: Concrete driveway, 12 inch thick 5000 PSI	**Supplier Product Code:**	**First Offer - $70.00**	100 / square yard	**$7,000.00**	**Y**
PNC2123416B1--01-77	Group 1: Pavers, architectural, roadway	**Supplier Product Code:**	**First Offer - $45.00**	40 / square yard	**$1,800.00**	**Y**
PNC2123416B1--01-78	Group 1: Pavers, architectural, sidewalk	**Supplier Product Code:**	**First Offer - $45.00**	30 / square yard	**$1,350.00**	**Y**
PNC2123416B1--01-79	Group 1: f&I Detectable warning on existing walking surface, retrofit	**Supplier Product Code:**	**First Offer - $22.00**	100 / square foot	**$2,200.00**	**Y**
PNC2123416B1--01-80	Group 1: Detectable warning on existing walking surface, cast-in-place, F & I	**Supplier Product Code:**	**First Offer - $30.00**	25 / square foot	**$750.00**	**Y**
PNC2123416B1--01-81	Group 1: ADA ramp, single direction	**Supplier Product Code:**	**First Offer - $1,100.00**	3 / each	**$3,300.00**	**Y**
PNC2123416B1--01-82	Group 1: ADA ramp, two-direction	**Supplier Product Code:**	**First Offer - $1,400.00**	2 / each	**$2,800.00**	**Y**
PNC2123416B1--01-83	Group 1: Performance turf, sod	**Supplier Product Code:**	**First Offer - $4.80**	150 / square yard	**$720.00**	**Y**
PNC2123416B1--01-84	Group 1: Fill Sand	**Supplier Product**	**First Offer - $150.00**	10 / cubic yard	**$1,500.00**	**Y**

		Code:				
PNC2123416B1--01-85	Group 1: Mulch replacement, F & I	**Supplier Product Code:**	**First Offer - $40.00**	20 / cubic yard	**$800.00**	**Y**
PNC2123416B1--01-86	Group 1: Tree removal crew (3 people minimum)	**Supplier Product Code:**	**First Offer - $40.00**	250 / hour	**$10,000.00**	**Y**
PNC2123416B1--01-87	Group 1: Tree trimming crew (3 people minimum)	**Supplier Product Code:**	**First Offer - $40.00**	300 / hour	**$12,000.00**	**Y**
PNC2123416B1--01-88	Group 1: Root barrier, F & I	**Supplier Product Code:**	**First Offer - $11.00**	5 / linear foot	**$55.00**	**Y**
PNC2123416B1--01-89	Group 1: Carpentry work	**Supplier Product Code:**	**First Offer - $100.00**	40 / hour	**$4,000.00**	**Y**
PNC2123416B1--01-90	Group 1: Certified arborist	**Supplier Product Code:**	**First Offer - $50.00**	4 / hour	**$200.00**	**Y**
PNC2123416B1--01-91	Group 1: Additional laborer	**Supplier Product Code:**	**First Offer - $17.50**	1500 / hour	**$26,250.00**	**Y**
PNC2123416B1--01-92	Group 1: Sprinkler heads pop-up rotating, F & I	**Supplier Product Code:**	**First Offer - $30.00**	5 / each	**$150.00**	**Y**
PNC2123416B1--01-93	Group 1: Up to 2 inch PVC pipe, sch. 40, F & I	**Supplier Product Code:**	**First Offer - $9.00**	50 / linear foot	**$450.00**	**Y**
PNC2123416B1--01-94	Group 1: Backhoe and operator	**Supplier Product Code:**	**First Offer - $50.00**	1000 / hour	**$50,000.00**	**Y**
PNC2123416B1--01-95	Group 1: Dump truck & operator, tri-axle, 16 CY minimum capacity, 4 hr	**Supplier Product Code:**	**First Offer - $50.00**	2500 / hour	**$125,000.00**	**Y**

	minimum charge					
PNC2123416B1--01-96	Group 1: Skid steer and operator (bobcat)	**Supplier Product Code:**	**First Offer - $50.00**	2500 / hour	**$125,000.00**	**Y**
PNC2123416B1--01-97	Group 1: Single post sign, less than 12 SF, F & I	**Supplier Product Code:**	**First Offer - $100.00**	10 / each	**$1,000.00**	**Y**
PNC2123416B1--01-98	Group 1: Single post sign, install, less than 12 SF	**Supplier Product Code:**	**First Offer - $50.00**	5 / each	**$250.00**	**Y**
PNC2123416B1--01-99	Group 1: Single post sign, relocate	**Supplier Product Code:**	**First Offer - $50.00**	5 / each	**$250.00**	**Y**
PNC2123416B1--01-100	Group 1: Single post sign, remove	**Supplier Product Code:**	**First Offer - $40.00**	5 / each	**$200.00**	**Y**
PNC2123416B1--01-101	Group 1: Sign panels, 15 or less, F & I	**Supplier Product Code:**	**First Offer - $95.00**	10 / each	**$950.00**	**Y**
PNC2123416B1--01-102	Group 1: Sign panels, relocate, 15 or less	**Supplier Product Code:**	**First Offer - $50.00**	2 / each	**$100.00**	**Y**
PNC2123416B1--01-103	Group 1: Sign panels, remove	**Supplier Product Code:**	**First Offer - $40.00**	5 / each	**$200.00**	**Y**
PNC2123416B1--01-104	Group 1: Retro-reflective pavement markers	**Supplier Product Code:**	**First Offer - $6.50**	10 / each	**$65.00**	**Y**
PNC2123416B1--01-105	Group 1: Painted pavement markings, standard, white, solid, 4 inch	**Supplier Product Code:**	**First Offer - $0.70**	25 / linear foot	**$17.50**	**Y**
PNC2123416B1--01-106	Group 1: Painted pavement	**Supplier Product Code:**	**First Offer - $0.75**	2500 / linear foot	**$1,875.00**	**Y**

	markings, standard, blue, yellow or white, solid, 6 inch					
PNC2123416B1--01-107	Group 1: Painted pavement markings, standard, yellow or white, solid, 12 inch	**Supplier Product Code:**	**First Offer - $1.00**	500 / linear foot	**$500.00**	**Y**
PNC2123416B1--01-108	Group 1: Painted pavement markings, standard, yellow/white, solid, 24 inch	**Supplier Product Code:**	**First Offer - $1.50**	100 / linear foot	**$150.00**	**Y**
PNC2123416B1--01-109	Group 1: Painted pavement markings, standard, white or yellow	**Supplier Product Code:**	**First Offer - $1.00**	500 / linear foot	**$500.00**	**Y**
PNC2123416B1--01-110	Group 1: Painted pavement markings, standard, white, message	**Supplier Product Code:**	**First Offer - $70.00**	5 / each	**$350.00**	**Y**
PNC2123416B1--01-111	Group 1: Painted pavement markings, standard, white, arrows	**Supplier Product Code:**	**First Offer - $40.00**	5 / each	**$200.00**	**Y**
PNC2123416B1--01-112	Group 1: Painted pavement markings, standard, white, yield line	**Supplier Product Code:**	**First Offer - $1.50**	25 / linear foot	**$37.50**	**Y**
PNC2123416B1--01-113	Group 1: Painted pavement markings,	**Supplier Product Code:**	**First Offer - $1.40**	75 / square foot	**$105.00**	**Y**

	standard, white or yellow, island nose					
PNC2123416B1--01-114	Group 1: Thermoplastic, standard, yellow or white, solid, 6 inch	**Supplier Product Code:**	**First Offer - $4.00**	500 / linear foot	**$2,000.00**	**Y**
PNC2123416B1--01-115	Group 1: Thermoplastic, standard, yellow or white, solid, 12 inch	**Supplier Product Code:**	**First Offer - $2.00**	100 / linear foot	**$200.00**	**Y**
PNC2123416B1--01-116	Group 1: Thermoplastic, standard, yellow or white, solid, 24 inch	**Supplier Product Code:**	**First Offer - $3.00**	10 / linear foot	**$30.00**	**Y**
PNC2123416B1--01-117	Group 1: Thermoplastic, standard, white, skip, 6 inch	**Supplier Product Code:**	**First Offer - $1.30**	25 / linear foot	**$32.50**	**Y**
PNC2123416B1--01-118	Group 1: Thermoplastic, standard, white, dotted/guideline, 6 to 10 gap extension, 6 inch	**Supplier Product Code:**	**First Offer - $2.50**	25 / linear foot	**$62.50**	**Y**
PNC2123416B1--01-119	Group 1: Thermoplastic, standard, white, message	**Supplier Product Code:**	**First Offer - $90.00**	2 / each	**$180.00**	**Y**
PNC2123416B1--01-120	Group 1: Thermoplastic, standard, white, arrow	**Supplier Product Code:**	**First Offer - $90.00**	5 / each	**$450.00**	**Y**
PNC2123416B1--01-121	Group 1: Thermoplastic, remove	**Supplier Product Code:**	**First Offer - $7.00**	500 / square foot	**$3,500.00**	**Y**
PNC2123416B1--01-122	Group 1: Minimum charge for striping for	**Supplier Product Code:**	**First Offer - $300.00**	40 / each	**$12,000.00**	**Y**

	each project (paint)						
PNC2123416B1--01-123	Group 1: Minimum charge for striping for each project (thermoplastic)	**Supplier Product Code:**	**First Offer - $600.00**	10 / each	**$6,000.00**		**Y**
PNC2123416B1--01-124	Group 1: Pull & splice box (install)	**Supplier Product Code:**	**First Offer - $240.00**	2 / each	**$480.00**		**Y**
PNC2123416B1--01-125	Group 1: Pull & splice box (relocate)	**Supplier Product Code:**	**First Offer - $240.00**	2 / each	**$480.00**		**Y**
PNC2123416B1--01-126	Group 1: Juction boxes, mounted, F & I	**Supplier Product Code:**	**First Offer - $440.00**	2 / each	**$880.00**		**Y**
PNC2123416B1--01-127	Group 1: Juction boxes, embedded, F & I	**Supplier Product Code:**	**First Offer - $440.00**	5 / each	**$2,200.00**	**Y**	**Y**
PNC2123416B1--01-128	Group 1: Juction boxes, install	**Supplier Product Code:**	**First Offer - $200.00**	2 / each	**$400.00**	**Y**	**Y**
PNC2123416B1--01-129	Group 1: Juction boxes, relocate	**Supplier Product Code:**	**First Offer - $200.00**	2 / each	**$400.00**	**Y**	**Y**
PNC2123416B1--01-130	Group 1: Install/replace 1 inch meter box and lid (labor only)	**Supplier Product Code:**	**First Offer - $300.00**	30 / each	**$9,000.00**	**Y**	**Y**
PNC2123416B1--01-131	Group 1: Install/replace dual meter box and lid (labor only)	**Supplier Product Code:**	**First Offer - $300.00**	50 / each	**$15,000.00**	**Y**	**Y**
PNC2123416B1--01-132	Group 1: Install/replace 2 inch meter box and lid (labor only)	**Supplier Product Code:**	**First Offer - $300.00**	15 / each	**$4,500.00**	**Y**	**Y**

Bid Allowance	$150,000.00	
		Lot Total **$1,319,985.00**
		Supplier Total **$1,319,985.00**

CONCRETE WORKS & PAVING INC

Item: **Group 1:Juction boxes, embedded, F & I**

Attachments

CWP COI Broward County PNC2118157B1 Exp.2022.pdf

Broward County Board of County Commissioners

PNC2123416B1

Exhibit "B"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/24/2021

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	**CONTACT NAME:** William Palacio
Skylake Insurance of Hollywood 3385 Sheridan St. Hollywood FL 33021	**PHONE (A/C, No, Ext):** (954) 965-6233 **FAX (A/C, No):** (954) 367-5510 **E-MAIL ADDRESS:** william@skylakeofhollywood.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
CONCRETE WORKS & PAVING INC 5322 CHESTERFIELD DR AVE MARIA FL 34142	**INSURER A :** UNITED NATIONAL INSURANCE COMPANY **INSURER B :** INFINITY ASSURANCE INSURANCE 39497 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	3AA360010-1	09/20/2021	09/20/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	509820047723001	06/12/2021	06/12/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Certificate holder also named as an additional insured

Project: PNC2118157B1 Concrete/Asphalt Restoration Services Master Agreement

Agency: Water and wastewater services division

CERTIFICATE HOLDER

Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33033

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Andrea A. Hamo

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Broward County Board of County Commissioners

PNC2123416B1

Exhibit "B"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2021

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 SUNZ Insurance Solutions, LLC. ID: (TLR) c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 St. Petersburg, FL 33701	**CONTACT NAME:** Workers' Comp Department **PHONE (A/C, No, Ext):** 727-520-7676 x 3 **FAX (A/C, No):** 727-525-3862 **E-MAIL ADDRESS:** certs@encorehr.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** SUNZ Insurance Company / 34762
INSURED TLR of Bonita, Inc EnterpriseHR 700 Central Avenue Suite 500 St. Petersburg FL 33701	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 61807038 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	✓ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N / A	✓	WC039-00001-021 WC016-00001-020	6/1/2021 6/1/2020	6/1/2022 6/1/2021	✓ PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Coverage Provided for all leased employees but not subcontractors of: Concrete Works & Paving Inc
Effective: 6/30/2018 Waiver of Subrogation in favor of certificate holder while work is peformed at or in:
Project: PNC2118157B1 Concrete/Asphalt Restroation Services Master Agreement
Project Agency: Water and Wastewater Services Division
State of Florida

CERTIFICATE HOLDER

5185

Broward County
115 South Andrews Avenue
Fort Lauderdale FL 33301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rick Leonard

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

In Favor of: Broward County

115 South Andrews Avenue
Fort Lauderdale FL 33301

Client/Project:

Coverage Provided for all leased employees but not subcontractors of: Concrete Works & Paving Inc Effective: 6/30/2018 Waiver of Subrogation in favor of certificate holder while work is peformed at or in: Project: PNC2118157B1 Concrete/Asphalt Restroation Services Master Agreement Project Agency: Water and Wastewater Services Division State of Florida

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2021
Insured
TLR of Bonita, Inc
EnterpriseHR

Policy No.
WC039-00001-021

Endorsement No.
Premium

Countersigned by _____

Date Issued: 5/18/2021

SUNZ Insurance Company

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

CONCRETE WORKS & PAVING INC

Item: **Group 1:Group 1:Juction boxes, install**

Attachments

AM MOT Certification 03-29-2022.pdf

This Certifies that
Alvaro A. Medina Jr.

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 03/29/2022 **Certificate #** 38295
Instructor: Miguel Parlade **FDOT Provider #** 119

Florida International University
Phone: 305-348-4893
10555 W. Flagler St. EC2430
Miami,
mot.fiu.edu
nmas@fiu.edu

FIU Engineering & Computing
Division of External Programs

Certificate of Completion

Alvaro A. Medina Jr.

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

03/29/2022	119	Miguel Parlade	38295
Date Expires	FDOT Provider #	Instructor	Certificate #

FIU Engineering & Computing
Division of External Programs

Florida International University
10555 W. Flagler St. EC2430
Miami,
mot.fiu.edu
nmas@fiu.edu

FDOT

For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com

CONCRETE WORKS & PAVING INC

Item: **Group 1:Group 1:Group 1:Juction boxes, relocate**

Attachments

CBE Letter of Intent OMB LLC.pdf

BROWARD COUNTY FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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.: PNC2123416B1

Project Title: Concrete and Asphalt Restoration Services

Bidder/Offeror Name: Concrete Works & Paving Inc

Address: 1001 N. Federal Hwy. Ste.# 310 City: Hallandale Beach State: FL Zip: 33009

Authorized Representative: Alvaro A. Medina Jr Phone: (305) 218-4816

CBE Firm/Supplier Name: OMB LLC

Address: 365 Ansin Blvd. City: Hallandale Beach State: FL Zip: 33009

Authorized Representative: Oscar Beltran Phone: (305) 423-5057

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
Dump Truck (Hauling)	484200		25.00 %
Sidewalk Removal	237310		25.00 %
			%

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

CBE Firm/Supplier Authorized Representative

Signature: _____ Title: President Date: 12/03/2021

Bidder/Offeror Authorized Representative

Signature: _____ Title: President Date: 12/05/2021

[1] Visit 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**

CONCRETE WORKS & PAVING INC

Item: **Group 1:Group 1:Group 1:Group 1:Install/replace 1 inch meter box and lid (labor only)**

Attachments

CWP Collier County Occ. Lic. Exp. 9-30-22.pdf

COLLIER COUNTY BUSINESS TAX

BUSINESS TAX NUMBER: 200347

COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477
VISIT OUR WEBSITE AT: www.colliertaxcollector.com
THIS RECEIPT EXPIRES **SEPTEMBER 30, 2022**

LOCATION: 5322 CHESTERFIELD DR
ZONED: HOME OCCUPATION
BUSINESS PHONE: 305-218-4816
STATE OR COUNTY LIC #: CGC1526499

LEGAL FORM
Corporation

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION.
FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.

CONCRETE WORKS & PAVING INC

MEDINA, ALVARO A JR
5322 CHESTERFIELD DR
AVE MARIA, FL 34142

1-10 EMPLOYEES
CLASSIFICATION: 05-GENERAL CONTRACTOR
CLASSIFICATION CODE: 05100101

This document is a business tax only. This is not certification that licensee is qualified.
It does not permit the licensee to violate any existing regulatory zoning laws of the state, county, or cities nor does it exempt the licensee from any other taxes or permits that may be required by law.

-THIS TAX IS NON-REFUNDABLE-

DATE	07/06/2021
AMOUNT	18.00
RECEIPT	WWW-22-00048607

Rob Stoneburner

CONCRETE WORKS & PAVING INC

Item: **Group 1:Group 1:Group 1:Group 1:Group 1:Install/replace dual meter box and lid (labor only)**

Attachments

CWP Broward County Occ. Lic. Exp. 9-30-22.pdf

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:
Business Name: CONCRETE WORKS AND PAVING INC

Receipt #: 180-314561
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: ALVARO A MEDINA JR
Business Location: 1001 N FEDERAL HWY STE 310 HALLANDALE
Business Phone: 3052184816

Business Opened: 03/20/2021
State/County/Cert/Reg: CGC1526499
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

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:

ALVARO A MEDINA JR
5322 CHESTERFIELD DR
AVE MARIA, FL 34142-5074

Receipt #WWW-20-00218236
Paid 07/06/2021 27.00

2021 - 2022

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:
Business Name: CONCRETE WORKS AND PAVING INC

Receipt #: 180-314561
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: ALVARO A MEDINA JR
Business Location: 1001 N FEDERAL HWY STE 310 HALLANDALE
Business Phone: 3052184816

Business Opened: 03/20/2021
State/County/Cert/Reg: CGC1526499
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

Signature

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-20-00218236
Paid 07/06/2021 27.00

CONCRETE WORKS & PAVING INC

Item: **Group 1:Group 1:Group 1:Group 1:Group 1:Group 1:Install/replace 2 inch meter box and lid (labor only)**

Attachments

CWP GC license Ave Maria 8-31-22.pdf

DocuSign Envelope ID: D817B230-EE85-48E6-B873-81EF963BA18D

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MEDINA, ALVARO A JR

CONCRETE WORKS & PAVING INC
5322 CHESTERFIELD DRIVE
AVE MARIA FL 34142

LICENSE NUMBER: CGC1526499

EXPIRATION DATE: AUGUST 31, 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.

Supplier: **CONCRETE WORKS & PAVING INC**

GENERAL CONDITIONS
Quotation Requests and Invitations to Bid

These General Conditions apply to every Quotation Requests ("RFQs") and Invitations to Bid ("ITBs") (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 contract to 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. All references herein to the "Procurement Code" refer to Chapter 21 of the Broward County Administrative Code.

A. GENERAL PROVISIONS

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

By Vendor including its digital or electronic signature on its response to this solicitation:

(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 this 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 TO THE SOLICITATION, 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 this form is authorized to sign the response 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 Broward County within the last three (3) years, unless otherwise noted in Vendor's response.

(e) All statements, oral, written or otherwise, in Vendor's response are accurate, true, and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements 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 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.

Vendors' responses must be submitted electronically through the County's designated electronic bidding system ("EBS"). It is Vendor's sole responsibility to assure 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 in 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. Unless otherwise expressly approved in advance in writing by the Purchasing Division, any material submitted in the Vendor's response will become a public document available for public inspection and copying pursuant to Section 119.071, Florida Statutes, and any claim of confidentiality or trade secret is waived with respect to any and all information included in the Vendor's response.

2. Withdrawal.

Unless otherwise expressly permitted under the Procurement Code, Vendors may not withdraw their responses after the deadline for responses to the solicitation before the expiration of 120 days after the date of opening 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 Bids.

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 non-clerical 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. Responding vendors shall be responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda are included in the Terms and Conditions of the Solicitation.

6. Prices, Terms, and Payments.

All solicitation 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:** In submitting its response to this solicitation, Vendor certifies that the prices it is proposing 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, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Ties:** When two or more responding Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code.

(d) **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.

(e) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation. In order to be considered for evaluation purposes, Vendors must reflect any applicable discounts in the unit prices submitted in their responses.

(f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure 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 extension price (i.e., unit price multiplied by quantity), the unit price shall govern.

(g) **Ordering:** The County reserves the right to purchase the goods/services specified in the solicitation through contracts established by governmental agencies, consortiums, or other approved cooperatives, or through separate procurement actions conducted by the County. In addition, if the County requires delivery within a shorter period than the delivery time specified in the solicitation, and if the Contractor is unable to deliver by that time, the County may obtain such delivery from other sources without penalty or prejudice to the County. This solicitation is not for a requirements contract, and the County is not required to fulfill all of its needs for the goods/services at issue exclusively from the Contractor.

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. 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 prices for all items within the group in its response.

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, whichever is 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 herein. Responding 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. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any responding vendor non-responsible where evidence or evaluation is determined to indicate insufficient capacity or ability to perform. The County may also consider a responding 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. Responding Vendors must submit with their response a complete history of all citations and/or violations notices and dispositions thereof. Failure of the successful Vendor to submit such information may be grounds for rejection of Vendor's response or termination of Vendor's contract. Vendor shall notify the County immediately of notice of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time period prior to expiration of the contract.

9. Affiliated Companies Entities of the Principal(s).

To ensure Vendor has the capability to fully perform the contract requirements, as well as the integrity and reliability that will ensure good faith performance, each Vendor must disclose in its response the names and addresses of entities with whom the principal(s) of Vendor have been affiliated at any time in the five (5) years preceding the date the solicitation was posted. Affiliated entities of the principal(s) are those entities related to Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.

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 County within five (5) business days 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 within five (5) business days after the proposed award or ranking is posted on the EBS.

(c) The protest must be made in writing to the Director of Purchasing, 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 shall constitute a waiver of the right to protest.

(e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing with a filing fee. The filing fee shall be 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.

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida. 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. 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 regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an 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. For further information, contact the Florida Department of State, Division of Corporations. 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, the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any staff person that will evaluate solicitation responses or recommend selection in this solicitation process. 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 or County Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances).

(a) The Cone of Silence shall be in effect for any County Commissioner or the Commissioner's staff, commencing at the time of the opening of responses to the solicitation.

(b) The Cone of Silence shall be in effect for the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, and any person that will evaluate solicitation responses or recommend selection in this solicitation process, commencing at the time of advertisement for the solicitation.

(c) The Cone of Silence terminates when the County Commission or other awarding authority takes action that concludes the solicitation.

(d) Any violations of the Code of Silence Ordinance by 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 Broward County Board of County Commissioners.

17. Contingency Fees.

By submission of this solicitation response, 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.

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Vendors that do not have such a license 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 vendor 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 vendors 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. Procurement Code.

The 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.

23. 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 to this solicitation, 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 the Director of Purchasing, who may extend the contract period for up to two (2) additional one (1) year terms upon written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The contract period shall not exceed a total of five (5) years, unless extended pursuant to action by the Broward County Board of County Commissioners. The continuation of this 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, in their sole and absolute discretion, to extend the contract as set forth above, which determination may be based on Contractor's satisfactory performance and the Director of Purchasing's determination that renewal is in the best interest of the County, the County will provide Contractor with notice of the County's intent to extend in advance of the contract expiration date. All prices, terms, and conditions of the contract shall remain firm for any extension period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not extend the contract, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for a period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such continued contract performance at the rate in effect when the Director of Purchasing directed Contractor to continue performance beyond the contract expiration date.

2. Orders and Quantities.

Unless the solicitation states a fixed quantity to be purchased, no guarantee is expressed or implied as to the total quantity of goods/services to be purchased under any open-end contract. Solicitations for open-end contracts may state estimated quantities, but such estimated quantities are not a representation of the amount to be purchased. The County reserves the right to issue purchase orders on this solicitation as and when required; or issue a blanket purchase order for individual agencies and release partial quantities; or issue instructions for use of direct purchase orders by various County agencies; or do any combination of the foregoing. No delivery shall become due or be acceptable without a written purchase order and shipping instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. However, for items required immediately, the County may place an order electronically (which may include by email), with subsequent confirmation by a written purchase order.

For solicitations stating fixed quantities, purchase order(s) for the quantities stated in the solicitation will be issued to the Contractor after notification of award and receipt of all required documents. The County may order additional quantities of up to an additional twenty percent (20%) of the originally specified quantities at any time prior to the expiration of one (1) year after the date of award; if so ordered by the County, Contractor must furnish such additional quantities at the same prices, terms, and conditions as stated in the solicitation.

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 Contractor utilizes a subcontractor for any goods or services relating to the contract, Contractor must submit a Certification of Payments to Subcontractors and Suppliers with each 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 deliveries made 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 this contract are not made available or otherwise allocated by the Broward County Board of County Commissioners, the County may terminate this contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Broward County Board of County

Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance:** The County may terminate the contract for cause if Contractor is in 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 this contract notwithstanding whether any breach was previously waived or cured. The County's election not to enforce any particular breach(es) shall not constitute a waiver its right to enforce such breach(es).

(c) **For Convenience**: The County may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated. However, upon being notified of the County's election to terminate, 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, unless directed otherwise in writing by the County. 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 date of 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 this 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 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. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System ("GHS") for Hazard Communication accompanied by a Safety Data Sheet ("SDS") consisting of 16 sections. An SDS shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 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 or medication. With respect to foodstuffs and medication, 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 Vendor 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, Vendor represents and certifies that if Vendor 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 Vendor is notified of such by a subcontractor at any tier or by any other source, Vendor shall promptly report the information in 48 CFR § 52.204-25(d)(2) to 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 article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with this 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 this 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, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this 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, agents, or servants, arising from, relating to, or in connection with this 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 this 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 this contract. The provisions of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this 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, FL 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.

This 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 THIS 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 THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS 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, servants, 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 this contract or the goods or services provided pursuant to this 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 this 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 this 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 or similar language 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 nondiscrimination clause. 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. County Business Enterprise (CBE).

This section does not apply if the solicitation states that there is no CBE goal or that this section is inapplicable. Contractor will meet the required CBE goal (if any) stated in the solicitation by utilizing the CBE firms listed in Contractor's response for the required percentage of total services (the "Commitment"). Contractor shall enter into formal contracts with the CBE firms listed in the response and, upon request, provide copies of those contracts to the OESBD. Each CBE firm must be certified by OESBD, and any replacement of a CBE firm must be approved by OEBSD. The parties stipulate that if Contractor fails to meet the Commitment, the damages to the County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and the County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment, and must allow the County to engage in onsite reviews to monitor Contractor's progress in complying with the obligations of this section.

18. Domestic Partnership Requirement.

This section does not apply if the contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, or the solicitation states that this section does not apply.

Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this contract.

19. Criminal History Screening.

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.

20. Drug-Free Workplace.

Unless the solicitation states that this section does not apply or this section is prohibited by applicable federal law, rules, or funding requirements, Contractor certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this contract.

21. Apprenticeship Program (Construction Contracts Only).

This section only applies to construction contracts, as defined in Section 26-9 of the Broward County Code of Ordinances. For the duration of the construction contract, as same may be extended including through the issuance of change orders, at least twelve percent (12%) of the labor hours on the construction project, including all work performed pursuant to change orders, must be performed by apprentices employed by Contractor or its subcontractors. Contractor must prepare, submit, and certify, on a monthly basis, for the duration of the construction contract, the information required per Section 26-11 of the Broward County Code of Ordinances. If Contractor is unable to achieve or maintain the required percentage, Contractor must demonstrate and document the good faith efforts made to achieve or maintain the required percentage. The County will determine whether Contractor made all required good faith efforts by evaluating Contractor's submitted documentation.

22. Modifications.

All changes to purchase orders shall be by issuance of a change order by the County. Any modification or change to this contract must be by written amendment signed by Contractor and the County.

23. 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 this contract between the County and Contractor.

24. Public Records.

Pursuant to Chapter 119, Florida Statutes, Contractor and all subcontractors and subconsultants retained by Contractor for performance of this 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 this contract and following completion or termination of this contract if the records are not transferred to the County; and

(d) Upon completion or termination of this 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 this 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 THIS 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 812.081, 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 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.

25. 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 this 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 this contract and performance under this 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 this contract for at least three (3) years after expiration or termination of this 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.

26. 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 this 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 then due to Contractor until Contractor complies with the provisions of this section.

27. 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.

28. Code Requirements.

Contractor and its subcontractors on this project must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rule, regulations, and codes applicable to performance of the contract awarded with respect to this solicitation. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

29. Contractor Responsibilities.

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 this contract.

30. 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.

31. Contractor Evaluation.

The Contract Administrator will document Contractor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf. An interim performance evaluation of Contractor may be conducted by the Contract Administrator at any time before completion of the Project. The Contract Administrator shall conduct a final performance evaluation when the Request for Final Payment to Contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing, who shall provide a copy to Contractor upon request. Said evaluation(s) shall be considered in evaluating Vendor's response to any other solicitation.

32. Independent Contractor.

Contractor is an independent contractor of the County, and nothing in this contract shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, 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 this contract.

33. Regulatory Capacity.

Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under this contract is as a Party to this 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 this contract, and shall not be attributable in any manner to the County as a party to this contract.

34. 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 this 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.

35. Third-Party Beneficiaries.

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

36. Compliance with Laws.

Contractor and the goods and services provided by Contractor pursuant to this contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American 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 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 this contract will not violate that statute. If Contractor violates this section, County may immediately terminate this contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

37. Severability.

If any part of this contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this contract and the balance of this contract shall remain in full force and effect.

Revised May 1, 2021

Supplier: **CONCRETE WORKS & 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 orvisit 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: **CONCRETE WORKS & 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: **CONCRETE WORKS & PAVING INC**
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **81-1696911**
4. Dun and Bradstreet No.: **081314303**
5. Website address (if applicable):
6. Principal place of business address: **5322 CHESTERFIELD DRIVE,**

   AVE MARIA, FL, 34142
7. Office location responsible for this project: **1001 N. FEDERAL HWY. STE.#310,**

   HALLANDALE BEACH, FL, 33009
8. Telephone no.: **3052184816** Fax no.: **3052307555**
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:
    ALVARO A. MEDINA JR
    Title: **PRESIDENT**
    E-mail: **ALVARO@CONCRETEWORKSANDPAVING.COM**
    Telephone No.: **3052184816**

    Name:

    Title:

    E-mail:

    Telephone No.:

    Generic e-mail for purchase orders: **ALVARO@CONCRETEWORKSANDPAVING.COM**
    (Broward County auto distributes purchase orders from its financial system. To ensure a firm receives apurchase 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) **ALVARO A. MEDINA JR / PRESIDENT**
    b)
    c)

d)

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 primeVendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
    a)
    b)
    c)
    d)
13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.
    ☐ Yes ☑ No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended byany 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 PAVEMENT REPAIRS, CONCRETE SIDEWALKS, CURBS AND CONCRETE APRON, SEALCOATING, STRIPING AND PAVER INSTALLATIONS
16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?
    5 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 **30**% 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 Statues who is an officer or director of, or has a material interest in, the Vendor's business, whois 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 procurementand 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 onbehalf 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 provide:

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, provideon separate sheet.
BROWARD COUNTY-PNC2118157B1- CONCRETE ASPHALT RESTORATIONS SERVICES 03/2019-CURRENT
CITY OF WILTON MANORS-ITB 2021-09-ASPHALT REPAIRS AND SIDEWALK REPLACEMENT SERVICES 05/2021-CURRENT
CITY OF LAUDERHILL-RFP# 2019-022 SUPPLY AND INSTALLATION CONSTRUCTION OF CONCRETE SIDEWALKS... 6/2019- CURRENT
TOWN OF DAVIE-RM-21-18 INSTALLATION OF SPEED TABLES CITY WIDE 02/2021-CURRENT
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?
DUMP TRUCK, SKIDSTEERS, BACKHOE, CONCRETE SAWS, ROLLER, PLATE COMPACTOR,CONCRETE STEEL FORMS, CONCRETE FINISH TOOLS
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: **CONCRETE SIDEWALK REPLACEMENT, ASPHALT RESTORATIONS AND STRIPING (CITY-WIDE)**
Contract/Project Title: **ITB 2021-09 ASPHALT REPAIRS AND SIDEWALK REPLACEMENT SERVICES**
Agency: **CITY OF WILTON MANORS**
Contact Name/Title: **DAVID ARCHACKI**
Contact Telephone: **9543902190**
Email: **darchacki@wiltonmanors.com**
Contract/Project Dates (Month and Year): **04/21-CURRENT**
Contract Amount: **50,000**

Reference 2:
Scope of Work: **ASPHALT PATCHES AND CONCRETE SIDEWALK REPAIRS (CITY-WIDE)**
Contract/Project Title: **ASPHALT/CONCRETE PATCHING & RESTORATION PROGRAM**
Agency: **CITY OF COOPER CITY**
Contact Name/Title: **MICHAEL BAILEY**
Contact Telephone: **9544345519**
Email: **MBailey@coopercityfl.org**
Contract/Project Dates (Month and Year): **07/19-CURRENT**

Contract Amount: **150,000**

Reference 3:
Scope of Work: **SIDEWALK REPLACEMENT, ASPHALT REPAIRS, SPEED HUMP INSTALLATION (CITY-WIDE)**
Contract/Project Title:
Agency: **CITY OF LAUDERHILL**
Contact Name/Title: **TAMICA DENNIS**
Contact Telephone: **9547302960 EXT.4224**
Email: **tdennis@Lauderhill-fl.gov**
Contract/Project Dates (Month and Year): **06/2019-CURRENT**

Contract Amount: **1,000,000**

Revised May 1, 2021

Supplier: **CONCRETE WORKS & 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: **CONCRETE WORKS & PAVING, INC**

Revised May 1, 2021

Supplier: **CONCRETE WORKS & 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 contractaward 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 attime 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).

CONCRETE WORKS & PAVING, INC	**PRESIDENT**	**12/03/2021**
VENDOR NAME	TITLE	DATE

REVISED MAY 1, 2021

Supplier: **CONCRETE WORKS & PAVING INC**

DRUG-FREE WORKPLACE REQUIREMENT 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.
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

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

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

CONCRETE WORKS & PAVING, INC	**PRESIDENT**	**12/03/2021**
VENDOR NAME	TITLE	DATE

Revised May 1, 2021

Supplier: **CONCRETE WORKS & 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.

ALVARO A. MEDINA JR	**PRESIDENT**
Authorized Signature/Name	**TITLE**
CONCRETE WORKS & PAVING, INC	**12/3/2021**
Vendor Name	**DATE**

Revised May 1, 2021

Supplier: **CONCRETE WORKS & 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-certifiedfirm 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: **ARROW ASPHALT & ENGINEERING, INC**
   Subcontracted Firm's Address: **3050 NW 129 ST., OPA-LOCKA, FL, 33054**
   Subcontracted Firm's Telephone Number: **3056888686**
   Contact Person's Name and Position: **SHAWN O'TOOLE, PRESIDENT**
   Contact Person's E-Mail Address: **ARROWASPH@AOL.COM**
   Estimated Subcontract/Supplies Contract Amount: **200,000**
   Type of Work/Supplies Provided: **MILLING AND ASPHALT PAVING**

2. Subcontracted Firm's Name: **ARGOS USA**
   Subcontracted Firm's Address: **1480 S POWERLINE RD., DEERFIELD BEACH, FL, 33442**
   Subcontracted Firm's Telephone Number: **2392471117**
   Contact Person's Name and Position: **GRETTA MUNOZ, SALES**
   Contact Person's E-Mail Address: **GMunozg@argos-us.com**
   Estimated Subcontract/Supplies Contract Amount: **200,000**
   Type of Work/Supplies Provided: **READY MIX CONCRETE SUPPLIER**

3. Subcontracted Firm's Name: **PRECISE STRIPES, LLC**
   Subcontracted Firm's Address: **2071 SW 70 AVE., SUITE G4, DAVIE, FL, 33317**
   Subcontracted Firm's Telephone Number: **9543807303**
   Contact Person's Name and Position: **MANNY LOPEZ, PRESIDENT**
   Contact Person's E-Mail Address: **manny@precisestripes.com**
   Estimated Subcontract/Supplies Contract Amount: **50,000**
   Type of Work/Supplies Provided: **STRIPING**

4. Subcontracted Firm's Name: **NONE**
   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.

ALVARO A. MEDINA JR	**PRESIDENT**
Authorized Signature/Name	**TITLE**
CONCRETE WORKS & PAVING, INC	**12/3/2021**
Vendor Name	**DATE**

Revised May 1, 2021

Supplier: **CONCRETE WORKS & 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
12' TRENCH BOX	**LF**	**15000**	**SHORES WALL PLACEMENT**

Special Shoring, if applicable: SQ. FT.

Fixed Contract:

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

ALVARO A. MEDINA JR
Authorized Signature/Name

PRESIDENT
TITLE

CONCRETE WORKS & PAVING INC
Vendor Name

12/3/2021
DATE

Revised May 1, 2021

Supplier: **CONCRETE WORKS & 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
CONCRETE WORKS & PAVING, INC(Vendor) agrees to be bound to the contractual obligations of theWorkforce 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 inthis regard will be found "non-responsible" to the solicitation and not eligible for further evaluation or award.

ALVARO A. MEDINA JR	**PRESIDENT**	**12/3/2021**
AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Revised May 1, 2021

Supplier: **CONCRETE WORKS & 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 tothe 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 onthe Vendor's valid business tax receipt issued by Broward County (unless exemptfrom 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 BrowardCounty 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 solicitationwas 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 .

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

☐ **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, listedon 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 businessthat 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 substantiallyall 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 aprincipal 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 thejoint 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 **FL**% of the total equity interests in thejoint 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 ofparent 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 entitiesname(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 LocalBusiness Location.
2. Additional documentation relating to the parent entities of the Vendor.
3. Additional documentation demonstrating the applicable percentage of equity interestsin the joint venture, if not shown in the joint venture agreement.
4. Any other documentation requested by County regarding the location from which theactivities 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 qualifyingLocal 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 doingbusiness 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: **ALVARO A MEDINA JR**

TITLE: **PRESIDENT**

VENDOR NAME: **CONCRETE WORKS & PAVING INC**

DATE: **12/2/2021**

Revised May 1, 2021

Supplier: **CONCRETE WORKS & PAVING INC**

CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

The completed and signed form should be returned with Vendor's submittal. If Vendor does not provide it with the submittal, Vendor must submit the completed and signed form within three business days after County's request. Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

Section 26-125(d) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract with Broward County, in the amount of $100,000 or more, shall certify that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d), Broward County Code of Ordinances, and certifies the following: (check only one below).

☑ Vendor certifies it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

☐ Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

AUTHORIZED SIGNATURE/ NAME: **ALVARO A. MEDINA JR**

VENDOR NAME: **CONCRETE WORKS & PAVING, INC**

TITLE: **PRESIDENT**

DATE: **12/3/2021**

Revised May 1, 2021

Supplier: **CONCRETE WORKS & PAVING INC**

Finance and Administrative Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

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, which is available here: https://www.broward.org/purchasing.

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs"), Requests for Letters of Interest ("RLIs"), or Requests for Qualifications ("RFQs"). In such solicitations, 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 ranking is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

2. Right to Protest

The right to protest is available for RFPs, RLIs, or RFQs and in solicitations conducted through Invitations to Bid ("ITBs") with a value equal to or greater than the Mandatory Bid Amount (i.e. $100,000). In RFPs, RLIs, or RFQs, vendors may protest a proposed ranking made by an Evaluation Committee. In ITBs, vendors may protest a proposed award.

In all cases, protests must be filed in writing within five (5) business days after a proposed award or ranking is posted in Purchasing Division's website. Additional requirements for a protest are set forth in Part X of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Part XII of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

3. Cone of Silence: Right to Contact OESBD

Please be aware that a Cone of Silence remains in effect for competitive solicitations until a solicitation is completed or a contract is awarded. During that time period, vendors may not contact certain County officials and employees regarding a solicitation. Substantial penalties may result from even an unintentional violation. For further information, please contact the Purchasing Division at 954-357-6066 or refer to the Cone of Silence Ordinance which is available here: http://www.broward.org/Purchasing/Documents/ConeofSilence.pdf

Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (please see the Cone of Silence Ordinance at the above link for further details).

Revised May 1, 2021

Supplier: **CONCRETE WORKS & 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: **DUMP TRUCKS**

   Vendor Name: **CONCRETE WORKS & PAVING, INC**

   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 Contractprice. 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: **CONCRETE WORKS & PAVING INC**

Bid Bond, Bid Guarantee, Performance and Payment Guarantees, and Qualifications of Surety Requirements for Goods and/or Services:

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 under the section "Standard Guarantee and Bond Forms".

B. **Bid Guarantee**: In lieu of a bid bond, the following will be acceptable: money order, certified check, cashier's check, an original **Bid Guarantee - 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 guarantee 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 Guarantee, evidence of insurance, or any other requirements set forth within the solicitation, within 10 calendar days after notification of award of the contract.

2. Guarantee 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 Guarantee or Certificate of Insurance or fail to comply with any other requirements set forth in the solicitation. Bid guaranties 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 guarantee 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 at www.broward.org/Purchasing/Pages/Registration.aspx and select "How to Submit and 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 guarantee, in lieu of submitting an electronic bid bond through Periscope S2G, Vendor must submit an original bid guarantee 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 guarantee should also be uploaded into Periscope S2G. The uploaded copy of the bid guarantee does not replace the original bid guarantee 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 Guarantees**: 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 **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 or 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. 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** 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.

4. 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.

5. 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 be 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 Rations

Financial Size Category

$500,001	to	$1,000,000	A, A-	Class I
$1,000,001	to	$2,000,000	A, A-	Class II
$2,000,001	to	$5,000,000	A	Class III
$5,000,001	to	$10,000,000	A	Class IV
$10,000,001	to	$25,000,000	A	Class V
$25,000,001	to	$50,000,000	A	Class VI
$50,000,001	to	or more	A	Class VII

2. For projects which do not exceed $500,000, the County shall accept a Bid Bond and Performance and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate

of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

3. If the surety company fails to meet the minimum standards, a bond from a surety that meets the minimum standards must be provided to satisfy the bonding requirements.

Revised 06/30/2021

DocuSign Envelope ID: D817B230-EE85-48E6-B873-81EF963BA18D

Bond No. 1001119360-7

BROWARD COUNTY FLORIDA

BID BOND

BY THIS BOND, We Concrete Works & Paving Inc., as Principal ("PRINCIPAL") and American Contractors Indemnity Company, an entity duly organized under the laws of the State of California, as Surety ("SURETY"), are held and firmly bound unto Broward County ("COUNTY") in the sum of five percent (5%) of the Bid amount not to exceed Ninety Thousand and No/100 Dollars ($90,000.00), for the payment of which PRINCIPAL and SURETY hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, as set forth herein.

WHEREAS, PRINCIPAL has submitted a bid for Bid No. PNC2123416B1, Concrete and Asphalt Restoration Services.

THE CONDITIONS OF THIS BOND are such that if COUNTY accepts the bid of PRINCIPAL and PRINCIPAL either:

(1) enters into a contract with COUNTY in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or

(2) pays to COUNTY the difference, not to exceed the amount of the Bond, between the amount specified in said bid and such larger amount for which COUNTY may in good faith contract with another party to perform the Work covered by said bid,

THEN THIS OBLIGATION SHALL BE NULL AND VOID. However, if County accepts the bid of PRINCIPAL and PRINCIPAL fails to timely satisfy at least one of the conditions set forth above, then PRINCIPAL and SURETY, jointly and severally, shall be liable to COUNTY for the full sum of this Bond which shall be forfeited to COUNTY as liquidated damages, not a penalty, as a result of PRINCIPAL's failure to comply with the bid instructions and conditions, regardless of whether COUNTY ultimately decides to change the Project requirements or resolicit bids.

The remedies provided herein are not to be construed as COUNTY's exclusive remedies for PRINCIPAL's failure to enter into a contract with COUNTY, but shall be deemed supplemental to all remedies available to COUNTY at law or otherwise.

No right of action shall accrue on this Bond to or for the use of any person or entity other than COUNTY named herein.

Signed and sealed this 8th day of December, 2021.

[Signatures appear on following page]

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BID BOND (continued)

Bid No. PNC2123416B1

ATTEST:

Secretary

ALVARO A. MEDINA JR

(Print/Type Name)

(Corporate Seal)

IN THE PRESENCE OF:

Signature

Wes Bauer
(Print Name)

Signature

Jensen Vega
(Print Name)

Concrete Works & Paving, Inc.
(Name of Corporation)

By PRESIDENT
(Signature and Title)

Alvaro A. Medina, Jr.
(Print Name and Title Signed Above)

SURETY: American Contractors Indemnity Company

By
Agent and Attorney-in-Fact

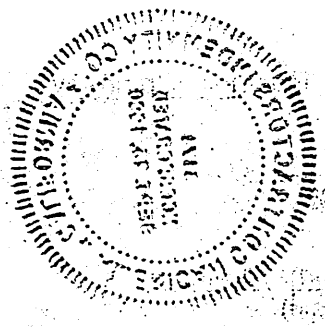
Bradford J. Quiri, Attorney-In-Fact
(Print/Type Name)

Address: 801 S. Figueroa St, Suite 700
(Street)

Los Angeles, CA 90017
(City/State/Zip Code)

Telephone No.: (813) 443-2174

DocuSign Envelope ID: D817B230-EE85-48E6-B873-81EF963BA18D



DocuSign Envelope ID: D817B230-EE85-48E6-B873-81EF963BA18D

Exhibit "B"

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a M aryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Andrea J. Michael Haight or Bradford J. Quiri of Tampa, Florida

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Three Million****** Dollars (***$3,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8th day of December, 2021.

Corporate Seals
Bond No. 1001119360-7

Agency No. 17595

_____
Kio Lo, Assistant Secretary

HCCSMANPOA06/2018

visit tmhcc.com/surety for more information

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City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 4.

File ID: 22-0818 **Type:** Purchase **Status:** Passed

Version: 1 **Agenda Section:** **In Control:** City Commission

File Created: 10/10/2022

Short Title: Concrete & Asphalt Restoration On An As-Needed Basis **Final Action:** 11/02/2022

Title: MOTION TO APPROVE AN AGREEMENT WITH CONCRETE WORKS & PAVING, INC., TO PROVIDE CONCRETE AND ASPHALT RESTORATION SERVICES ON AN AS-NEEDED BASIS, UTILIZING PRICING FROM THE BROWARD COUNTY SOLICITATION NO. PNC2123416B1, IN AN ANNUAL AMOUNT NOT TO EXCEED $200,000 PURSUANT TO SECTION 35.18(C)(5) OF THE CITY'S CODE OF ORDINANCE.

***Agenda Date:** 11/02/2022

Agenda Number: 4.

Internal Notes:

Attachments: 1. Concrete Works & Paving, Inc. - Piggyback on Broward County Contract from Bid PNC2123416B1 (10-5-2022), 2. Exhibit A - Broward County Solicitation PNC2123416B1 and Award_Part1 of 2, 3. Exhibit A - Broward County Solicitation PNC2123416B1 and Award_Part2 of 2, 4. Exhibit B - Concrete Works and Paving, Inc. Bid Submittal

1	City Commission	11/02/2022	approve	Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Siple, Commissioner Good Jr., and Commissioner Castillo

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is regarding "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"

- Section 35.18(C)(5) states that "Commodities or services that are the subject of contracts with the state its political subdivisions or other governmental entities including the United States Government, are exempt from the competitive procurement process."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of $25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. The Utilities Department, via its contract operator Jacobs - Operations Management International, Inc. (OMI), is responsible for maintenance, repair, and improvement of the City's water and wastewater systems.

2. Installation and repair of the underground utility infrastructure often involves removing or damaging portions of roads and sidewalks, which must then be restored.

3. Section 4.3.5.1 of the contract with OMI states that roadway and sidewalk repairs shall be performed by City-provided contractors, paid directly by the City, but coordinated by OMI.

4. The City does not currently have a contract for asphalt and concrete repairs, related to work such as utility department excavations, which are significantly different from other roadway work such as resurfacing.

5. After researching alternatives, staff determined that a contract with Concrete Works & Paving, Inc., utilizing the terms and conditions of their competitively bid contract with Broward County, would be advantageous to the City based on their pricing and Staff's experience with the contractor. Their current contract with Broward County expires on March 19, 2023, and allows for two additional one-year renewal terms.

6. The services under this contract will primarily be used by the Utilities Department, however other departments may utilize this contract on an as-needed basis.

7. Staff recommends City Commission approval of an agreement with Concrete Works & Paving, Inc., to provide concrete and asphalt restoration services on an as-needed basis, utilizing pricing from the Broward County Solicitation No. PNC2123416B1, in an annual amount not to exceed $200,000. This agreement is contingent upon sufficient funding budgeted in

future years.
Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: $200,000 (maximum annual amount)

b) Amount budgeted for this item in Account No:

471-535-6021-546150-0000-000-0000 - (R&M Land & Building) - $75,000
471-533-6032-546150-0000-000-0000 - (R&M Land & Building) - $75,000
001-572-7001-546150-0000-000-0000 - (R&M Land & Building) - $50,000

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 5 year projection of the operational cost of the project: Not Applicable.

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

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Exhibit "B"

Olesen, Nancy

From: Certificate of Insurance
Sent: Thursday, December 9, 2021 8:49 AM
To: Olesen, Nancy
Subject: FW: Review Bid Bond PNC2123416B1 Concrete and Asphalt Restoration Services
Attachments: 20211208_BID BOND_002.pdf

Good Morning,

American Contractors Indemnity Company is a valid Surety authorized to transact business in the state of Florida. This email serves as verification and approval of the Surety.

Best Regards,

Carissa Etienne | Program/Project Coordinator
Broward County Risk Management Division
115 S. Andrews Avenue Room 210
Fort Lauderdale, FL 33301
Tele: 954-357-7210
Fax: 954-357-7180
www.broward.org/riskmanagement

From: Olesen, Nancy <nolesen@broward.org>
Sent: Wednesday, December 8, 2021 3:00 PM
To: Certificate of Insurance <certificatesofinsurance@broward.org>
Subject: Review Bid Bond PNC2123416B1 Concrete and Asphalt Restoration Services

Good afternoon,
Please review the attached bid bond received from Concrete Works & Paving, Inc. for Bid No. PNC2123416B1 Concrete and Asphalt Restoration Services.

Thank you,
Nancy

Nancy Olesen, Senior Purchasing Agent

DocuSign Envelope ID: D817B230-EE85-48E6-B873-81EF963BA18D

Broward County Purchasing Division
115 South Andrews Avenue, Room 212, Fort Lauderdale, FL 33301
Office: 954-357-7995, Fax: 954-357-8253
nolesen@broward.org

Customer Care is my priority. How am I doing? Please contact my Manager, Christine Calhoun at ccalhoun@broward.org with feedback.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/06/2022

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	CONTACT NAME: Christine Dewey	
JDA Insurance 120 N. Federal Hwy., #301 Lake Worth FL 33460	PHONE (A/C, No, Ext): (561) 296-0373	FAX (A/C, No): (561) 828-0997
	E-MAIL ADDRESS: christine@thejdagroup.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Clear Blue Insurance Company	28860
INSURER B : Infinity Assurance Ins Co	39497
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Concrete Works & Paving, Inc.
5322 Chesterfield Dr
Ave Maria FL 34142

COVERAGES **CERTIFICATE NUMBER:** CL2292702889 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y		BGFL0026318200	09/20/2022	09/20/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			509820047723001	09/20/2022	09/20/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CONCRETE PUMPING & PAVING

City of Pembroke Pines is included as additional isured in regards to the General Liability policy when required by written contract.

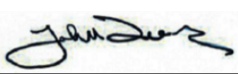
CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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DocuSign Envelope ID: D817B230-EE85-48E6-B873-81EF963BA18D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/17/2022

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 SUNZ Insurance Solutions, LLC. ID: (TLR) c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 St. Petersburg, FL 33701	**CONTACT NAME:** Workers' Comp Department **PHONE (A/C, No, Ext):** 727-520-7676 x 3 **FAX (A/C, No):** 727-525-3862 **E-MAIL ADDRESS:** certs@encorehr.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** SUNZ Insurance Company / 34762
INSURED TLR of Bonita, Inc EnterpriseHR 700 Central Avenue Suite 500 St. Petersburg FL 33701	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 68260390 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC039-00001-022 WC039-00001-021	6/1/2022 6/1/2021	6/1/2023 6/1/2022	✓ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

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

Coverage Provided for all leased employees but not subcontractors of: Concrete Works & Paving Inc
Client Effective: 6/30/2018

CERTIFICATE HOLDER

5185

City of Pembroke Pines
601 City Center Way, 2nd Floor
Pembroke Pines FL 33025

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rick Leonard

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DocuSign Envelope ID: D817B230-EE85-48E6-B873-81EF963BA18D

Rojas, Dominique

From: Rotstein, Daniel
Sent: Thursday, October 6, 2022 2:40 PM
To: Rojas, Dominique
Subject: FW: Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services (Piggybacking off Broward County Agreement) - Risk Approval Request
Attachments: COI (GL, Auto) Expires 9-20-2023.pdf; COI (WC) Expires 6-1-2023.pdf

Approved

From: Rojas, Dominique <drojas@ppines.com>
Sent: Thursday, October 6, 2022 10:10 AM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services (Piggybacking off Broward County Agreement) - Risk Approval Request

Dear Daniel,

Good morning. Please find attached for your review the two certificates of insurance for the above-referenced agreement. The agreement and exhibits are too large to attach and are available via the link below:

P:\Contracts - OG\Concrete Works & Paving

We stand by for your approval/comments, with kindest regards,

Dominique Rojas • Contracts Specialist
Finance Department
City of Pembroke Pines
601 City Center Way, Pembroke Pines, FL 33025
Direct: 954-392-9436
Email: drojas@ppines.com
Main: 954-392-9435
Team Email: contracts@ppines.com
www.ppines.com
City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)