



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

COMPOSITE EXHIBIT "A"
Broward County Bid #PNC2119323B1

TRANSMITTED VIA EMAIL

February 14, 2020

Daniel Weekley
Weekley Asphalt Paving, Inc.
20701 Stirling Road
Pembroke Pines, FL 33332
Email: danweekley@weekleyasp.com

RE: Solicitation No. PNC2119323B1 Roadway, Drainage, Traffic & Miscellaneous Construction

Dear Mr. Weekley:

This is to confirm that the Board of County Commissioners, through the Director of Purchasing, accepted your solicitation response on the subject solicitation.

A tabulation of your response received is enclosed, with item(s) awarded to your firm.

The Contract has been in effect for the period beginning November 25, 2019 and ending November 24, 2021, with the option to renew the contract for an additional one-year period. In accordance with the General Conditions, Purchase Order(s) will be placed as and when required.

A copy of this Notice, with a copy of your solicitation response, including all terms and conditions, is being forwarded to all Using Agencies.

Thank you for your interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Purchasing Division

By: _____
Stacy-Ann Brown, Purchasing Agent

C: Nirmal Datta, Highway Construction & Engineering Division

WEEKLEY ASPHALT PAVING, INC.

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

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

Bid Bond (Status: Authorized on Oct 15, 2019)

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2119323B1--01-01	Roadway: COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE.	Supplier Product Code:	First Offer - \$35.00	300 / cubic yard	\$10,500.00	Y Y
PNC2119323B1--01-02	Roadway: TRAFFIC CONTROL OFFICER.	Supplier Product Code:	First Offer - \$67.00	500 / hour	\$33,500.00	Y
PNC2119323B1--01-03	Roadway: WORK ZONE SIGN	Supplier Product Code:	First Offer - \$0.40	20000 / day	\$8,000.00	Y
PNC2119323B1--01-04	Roadway: BUSINESS SIGN.	Supplier Product Code:	First Offer - \$75.00	20 / each	\$1,500.00	Y
PNC2119323B1--01-05	Roadway: TEMPORARY BARRIER, , WATERFILLED	Supplier Product Code:	First Offer - \$29.00	200 / linear foot	\$5,800.00	Y
PNC2119323B1--01-06	Roadway: TEMPORARY BARRIER, CONCRETE, FURNISH AND INSTALL, ANCHORED	Supplier Product Code:	First Offer - \$32.00	1000 / linear foot	\$32,000.00	Y
PNC2119323B1--01-07	Roadway: TEMPORARY BARRIER, FURNISH AND INSTALL, FREE STANDING	Supplier Product Code:	First Offer - \$30.00	1000 / linear foot	\$30,000.00	Y
PNC2119323B1--01-08	Roadway: TEMPORARY BARRIER, RELOCATE, WATERFILLED.	Supplier Product Code:	First Offer - \$17.00	200 / linear foot	\$3,400.00	Y
PNC2119323B1--01-09	Roadway: TEMPORARY BARRIER, RELOCATE, ANCHORED	Supplier Product Code:	First Offer - \$19.50	1000 / linear foot	\$19,500.00	Y
PNC2119323B1--01-10	Roadway: TEMPORARY BARRIER, RELOCATE, FREE STANDING	Supplier Product Code:	First Offer - \$17.00	1000 / linear foot	\$17,000.00	Y
PNC2119323B1--01-11	Roadway: CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD.	Supplier Product Code:	First Offer - \$0.30	25000 / day	\$7,500.00	Y

PNC2119323B1--01-12	Roadway: CHANNELIZING DEVICE TYPE III, 6 FEET.	Supplier Product Code:	First Offer - \$0.75	500 / day	\$375.00	Y
PNC2119323B1--01-13	Roadway: CHANNELIZING DEVICE, PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	Supplier Product Code:	First Offer - \$3.50	1000 / linear foot	\$3,500.00	Y
PNC2119323B1--01-14	Roadway: ARROW BOARD/ADVANCE WARNING ARROW PANEL.	Supplier Product Code:	First Offer - \$11.00	700 / day	\$7,700.00	Y
PNC2119323B1--01-15	Roadway: TEMPORARY RETROREFLECTIVE PAVEMENT MARKER.	Supplier Product Code:	First Offer - \$5.00	1000 / each	\$5,000.00	Y
PNC2119323B1--01-16	Roadway: TEMPORARY CRASH CUSHION, RE- DIRECTIVE	Supplier Product Code:	First Offer - \$2,900.00	6 / location	\$17,400.00	Y
PNC2119323B1--01-17	Roadway: TEMPORARY PORTABLE CHANGEABLE MESSAGE SIGN.	Supplier Product Code:	First Offer - \$19.00	50 / day	\$950.00	Y
PNC2119323B1--01-18	Roadway: REMOVABLE TAPE PAVEMENT MARKING, WHITE/BLACK/YELLOW, SOLID/SKIP.	Supplier Product Code:	First Offer - \$10.00	200 / linear foot	\$2,000.00	Y
PNC2119323B1--01-19	Roadway: SEDIMENT BARRIER.	Supplier Product Code:	First Offer - \$1.35	2500 / linear foot	\$3,375.00	Y
PNC2119323B1--01-20	Roadway: FLOATING TURBIDITY BARRIER	Supplier Product Code:	First Offer - \$19.00	300 / linear foot	\$5,700.00	Y
PNC2119323B1--01-21	Roadway: SOIL TRACKING PREVENTION DEVICE	Supplier Product Code:	First Offer - \$1,250.00	8 / each	\$10,000.00	Y
PNC2119323B1--01-22	Roadway: INLET PROTECTION SYSTEM.	Supplier Product Code:	First Offer - \$120.00	200 / each	\$24,000.00	Y
PNC2119323B1--01-23	Roadway: LITTER REMOVAL AND DISPOSAL.	Supplier Product Code:	First Offer - \$10.00	20 / acre	\$200.00	Y
PNC2119323B1--01-24	Roadway: MOWING, TRIMMING, EDGING, WEEDING	Supplier Product Code:	First Offer - \$18.00	20 / acre	\$360.00	Y
PNC2119323B1--01-25	Roadway: CLEARING AND GRUBBING (PUSH BUTTON CONTRACT).	Supplier Product Code:	First Offer - \$3,000.00	15 / acre	\$45,000.00	Y

PNC2119323B1--01-26	Roadway: REMOVAL OF EXISTING CONCRETE PAVEMENT.	Supplier Product Code:	First Offer - \$19.90	6000 / square yard	\$119,400.00	Y
PNC2119323B1--01-27	Roadway: REGULAR EXCAVATION.	Supplier Product Code:	First Offer - \$25.00	15000 / cubic yard	\$375,000.00	Y
PNC2119323B1--01-28	Roadway: SUBSOIL EXCAVATION	Supplier Product Code:	First Offer - \$25.00	5000 / cubic yard	\$125,000.00	Y
PNC2119323B1--01-29	Roadway: CHANNEL EXCAVATION	Supplier Product Code:	First Offer - \$30.00	2000 / cubic yard	\$60,000.00	Y
PNC2119323B1--01-30	Roadway: EMBANKMENT	Supplier Product Code:	First Offer - \$30.00	10000 / cubic yard	\$300,000.00	Y
PNC2119323B1--01-31	Roadway: FLOWABLE FILL.	Supplier Product Code:	First Offer - \$130.00	500 / cubic yard	\$65,000.00	Y
PNC2119323B1--01-32	Roadway: TYPE B STABILIZATION.	Supplier Product Code:	First Offer - \$5.75	15000 / square yard	\$86,250.00	Y
PNC2119323B1--01-33	Roadway: PREPARED SOIL LAYER, FINISH SOIL LAYER, 6 INCH	Supplier Product Code:	First Offer - \$4.00	1000 / square yard	\$4,000.00	Y
PNC2119323B1--01-34	Roadway: OPTIONAL BASE GROUP 05	Supplier Product Code:	First Offer - \$12.50	500 / square yard	\$6,250.00	Y
PNC2119323B1--01-35	Roadway: OPTIONAL BASE GROUP 06	Supplier Product Code:	First Offer - \$14.00	1000 / square yard	\$14,000.00	Y
PNC2119323B1--01-36	Roadway: OPTIONAL BASE BASE GROUP 09.	Supplier Product Code:	First Offer - \$15.50	5000 / square yard	\$77,500.00	Y
PNC2119323B1--01-37	Roadway: OPTIONAL BASE BASE GROUP 15, ASPHALT BASE ONLY	Supplier Product Code:	First Offer - \$76.75	1000 / square yard	\$76,750.00	Y
PNC2119323B1--01-38	Roadway: TURNOUT CONSTRUCTION.	Supplier Product Code:	First Offer - \$58.00	200 / square yard	\$11,600.00	Y
PNC2119323B1--01-39	Roadway: TURNOUT CONSTRUCTION, ASPHALT.	Supplier Product Code:	First Offer - \$250.00	200 / ton	\$50,000.00	Y
PNC2119323B1--01-40	Roadway: MILLING EXISTING ASPHALT PAVEMENT, ONE INCH AVERAGE DEPTH	Supplier Product Code:	First Offer - \$3.00	20000 / square yard	\$60,000.00	Y
PNC2119323B1--01-41	Roadway: MILLING EXISTING ASPHALT PAVEMENT, TWO INCH AVERAGE DEPTH	Supplier Product Code:	First Offer - \$3.50	1000 / square yard	\$3,500.00	Y

PNC2119323B1--01-42	Roadway: MILLING EXISTING ASPHALT PAVEMENT, ONE AND HALF INCH AVERAGE DEPTH	Supplier Product Code:	First Offer - \$3.25	1000 / square yard	\$3,250.00	Y
PNC2119323B1--01-43	Roadway: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	Supplier Product Code:	First Offer - \$135.00	5000 / ton	\$675,000.00	Y
PNC2119323B1--01-44	Roadway: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG 76 22	Supplier Product Code:	First Offer - \$148.00	7500 / ton	\$1,110,000.00	Y
PNC2119323B1--01-45	Roadway: ASPHALTIC CONCRETE FRICTION COURSE, FC 9.5, PG 76 22	Supplier Product Code:	First Offer - \$148.00	7500 / ton	\$1,110,000.00	Y
PNC2119323B1--01-46	Roadway: MISCELLANEOUS ASPHALT PAVEMENT.	Supplier Product Code:	First Offer - \$350.00	500 / ton	\$175,000.00	Y
PNC2119323B1--01-47	Roadway: CLEANING AND SEALING JOINTS.	Supplier Product Code:	First Offer - \$22.00	100 / linear foot	\$2,200.00	Y
PNC2119323B1--01-48	Roadway: CONCRETE PAVEMENT FOR ROUNDAABOUT APRON, 12 INCH DEPTH	Supplier Product Code:	First Offer - \$186.00	300 / square yard	\$55,800.00	Y
PNC2119323B1--01-49	Roadway: CONCRETE CLASS NS, GRAVITY WALL	Supplier Product Code:	First Offer - \$1,200.00	75 / cubic yard	\$90,000.00	Y
PNC2119323B1--01-50	Roadway: CLASS I CONCRETE, ENDWALLS	Supplier Product Code:	First Offer - \$950.00	30 / cubic yard	\$28,500.00	Y
PNC2119323B1--01-51	Roadway: INLETS, CURB, TYPE 9, < 10 FEET.	Supplier Product Code:	First Offer - \$7,800.00	2 / each	\$15,600.00	Y
PNC2119323B1--01-52	Roadway: INLETS, CURB, TYPE 9, > 10 FEET.	Supplier Product Code:	First Offer - \$8,900.00	2 / each	\$17,800.00	Y
PNC2119323B1--01-53	Roadway: INLETS, CURB, TYPE P 2, < 10 FEET.	Supplier Product Code:	First Offer - \$8,200.00	2 / each	\$16,400.00	Y
PNC2119323B1--01-54	Roadway: INLETS, CURB, TYPE P 2, > 10 FEET.	Supplier Product Code:	First Offer - \$9,000.00	2 / each	\$18,000.00	Y
PNC2119323B1--01-55	Roadway: INLETS, CURB, TYPE P 3, < 10 FEET.	Supplier Product Code:	First Offer - \$8,500.00	5 / each	\$42,500.00	Y
PNC2119323B1--01-56	Roadway: INLETS, CURB, TYPE P 3, > 10 FEET.	Supplier Product Code:	First Offer - \$9,900.00	2 / each	\$19,800.00	Y
PNC2119323B1--01-57	Roadway: INLETS, CURB, TYPE P 3, PARTIAL.	Supplier Product Code:	First Offer - \$5,800.00	5 / each	\$29,000.00	Y

PNC2119323B1--01-58	Roadway: INLETS, CURB, TYPE P 5, < 10 FEET.	Supplier Product Code:	First Offer - \$6,500.00	15 / each	\$97,500.00	Y
PNC2119323B1--01-59	Roadway: INLETS, CURB, TYPE P 5, > 10 FEET	Supplier Product Code:	First Offer - \$6,900.00	2 / each	\$13,800.00	Y
PNC2119323B1--01-60	Roadway: INLETS, CURB, TYPE P 5, PARTIAL.	Supplier Product Code:	First Offer - \$4,100.00	5 / each	\$20,500.00	Y
PNC2119323B1--01-61	Roadway: INLETS, CURB, TYPE P 6, < 10 FEET.	Supplier Product Code:	First Offer - \$7,200.00	15 / each	\$108,000.00	Y
PNC2119323B1--01-62	Roadway: INLETS, CURB, TYPE P 6, > 10 FEET	Supplier Product Code:	First Offer - \$7,900.00	2 / each	\$15,800.00	Y
PNC2119323B1--01-63	Roadway: INLETS, CURB, TYPE P 6, PARTIAL.	Supplier Product Code:	First Offer - \$4,500.00	5 / each	\$22,500.00	Y
PNC2119323B1--01-64	Roadway: INLETS, DITCH BOTTOM, TYPE C,< 10 FEET.	Supplier Product Code:	First Offer - \$4,500.00	15 / each	\$67,500.00	Y
PNC2119323B1--01-65	Roadway: INLETS, DITCH BOTTOM, TYPE C,> 10 FEET	Supplier Product Code:	First Offer - \$5,900.00	2 / each	\$11,800.00	Y
PNC2119323B1--01-66	Roadway: INLETS, DITCH BOTTOM, TYPE C, PARTIAL.	Supplier Product Code:	First Offer - \$3,000.00	10 / each	\$30,000.00	Y
PNC2119323B1--01-67	Roadway: INLETS, DITCH BOTTOM, TYPE C MODIFIED, BACK OF SIDEWALK, < 10 FEET.	Supplier Product Code:	First Offer - \$3,850.00	5 / each	\$19,250.00	Y
PNC2119323B1--01-68	Roadway: INLETS, DITCH BOTTOM, TYPE D, < 10 FEET.	Supplier Product Code:	First Offer - \$5,400.00	5 / each	\$27,000.00	Y
PNC2119323B1--01-69	Roadway: INLETS, DITCH BOTTOM, TYPE D, > 10 FEET	Supplier Product Code:	First Offer - \$5,990.00	2 / each	\$11,980.00	Y
PNC2119323B1--01-70	Roadway: INLETS, DITCH BOTTOM, TYPE E, < 10 FEET	Supplier Product Code:	First Offer - \$5,000.00	2 / each	\$10,000.00	Y
PNC2119323B1--01-71	Roadway: INLETS, DITCH BOTTOM,TYPE E, J BOTTOM < 10 FEET	Supplier Product Code:	First Offer - \$7,000.00	2 / each	\$14,000.00	Y
PNC2119323B1--01-72	Roadway: INLETS, DITCH BOTTOM,TYPE E, J BOTTOM > 10 FEET	Supplier Product Code:	First Offer - \$8,500.00	2 / each	\$17,000.00	Y
PNC2119323B1--01-73	Roadway: INLETS, GUTTER, TYPE S, J BOTTOM, < 10 FEET	Supplier Product Code:	First Offer - \$7,000.00	2 / each	\$14,000.00	Y
PNC2119323B1--01-74	Roadway: INLETS,	Supplier	First Offer - \$5,500.00	2 / each	\$11,000.00	Y

	GUTTER, TYPE S, PARTIAL	Product Code:				
PNC2119323B1--01-75	Roadway: INLETS, GUTTER, TYPE V, < 10 FEET	Supplier Product Code:	First Offer - \$4,900.00	2 / each	\$9,800.00	Y
PNC2119323B1--01-76	Roadway: INLETS, GUTTER, TYPE V, PARTIAL	Supplier Product Code:	First Offer - \$3,800.00	2 / each	\$7,600.00	Y
PNC2119323B1--01-77	Roadway: INLETS, SPECIAL, < 10 FEET	Supplier Product Code:	First Offer - \$6,500.00	2 / each	\$13,000.00	Y
PNC2119323B1--01-78	Roadway: INLETS, CLOSED FLUME.	Supplier Product Code:	First Offer - \$6,000.00	10 / each	\$60,000.00	Y
PNC2119323B1--01-79	Roadway: MANHOLES, P 7, < 10 FEET.	Supplier Product Code:	First Offer - \$6,400.00	12 / each	\$76,800.00	Y
PNC2119323B1--01-80	Roadway: MANHOLES, P 7, > 10 FEET.	Supplier Product Code:	First Offer - \$7,300.00	5 / each	\$36,500.00	Y
PNC2119323B1--01-81	Roadway: MANHOLES, P 7, PARTIAL	Supplier Product Code:	First Offer - \$3,900.00	5 / each	\$19,500.00	Y
PNC2119323B1--01-82	Roadway: MANHOLES, P 8, < 10 FEET.	Supplier Product Code:	First Offer - \$6,600.00	5 / each	\$33,000.00	Y
PNC2119323B1--01-83	Roadway: MANHOLES, P 8, PARTIAL	Supplier Product Code:	First Offer - \$3,500.00	5 / each	\$17,500.00	Y
PNC2119323B1--01-84	Roadway: MANHOLES, J 7, < 10 FEET.	Supplier Product Code:	First Offer - \$6,400.00	5 / each	\$32,000.00	Y
PNC2119323B1--01-85	Roadway: MANHOLES, J 7, PARTIAL	Supplier Product Code:	First Offer - \$4,500.00	5 / each	\$22,500.00	Y
PNC2119323B1--01-86	Roadway: JUNCTION BOX, DRAINAGE, P 7, < 10 FEET.	Supplier Product Code:	First Offer - \$6,500.00	5 / each	\$32,500.00	Y
PNC2119323B1--01-87	Roadway: JUNCTION BOX, DRAINAGE, P 7, PARTIAL.	Supplier Product Code:	First Offer - \$4,000.00	2 / each	\$8,000.00	Y
PNC2119323B1--01-88	Roadway: JUNCTION BOX, DRAINAGE, J 7, < 10 FEET.	Supplier Product Code:	First Offer - \$8,900.00	2 / each	\$17,800.00	Y
PNC2119323B1--01-89	Roadway: JUNCTION BOX, DRAINAGE, J 7, PARTIAL.	Supplier Product Code:	First Offer - \$3,900.00	2 / each	\$7,800.00	Y
PNC2119323B1--01-90	Roadway: INLETS, ADJUST	Supplier Product Code:	First Offer - \$3,000.00	20 / each	\$60,000.00	Y

PNC2119323B1--01-91	Roadway: MANHOLE, ADJUST, UTILITIES	Supplier Product Code:	First Offer - \$670.00	20 / each	\$13,400.00	Y
PNC2119323B1--01-92	Roadway: MANHOLE, ADJUST	Supplier Product Code:	First Offer - \$670.00	50 / each	\$33,500.00	Y
PNC2119323B1--01-93	Roadway: ADJUST VALVE BOX	Supplier Product Code:	First Offer - \$400.00	50 / each	\$20,000.00	Y
PNC2119323B1--01-94	Roadway: MODIFY EXISTING DRAINAGE STRUCTURE	Supplier Product Code:	First Offer - \$5,000.00	20 / each	\$100,000.00	Y
PNC2119323B1--01-95	Roadway: MANHOLES AND INLETS CLEANING AND SEALING, < OR = 10 FEET	Supplier Product Code:	First Offer - \$1,200.00	20 / each	\$24,000.00	Y
PNC2119323B1--01-96	Roadway: MANHOLES AND INLETS CLEANING AND SEALING, > 10 FEET	Supplier Product Code:	First Offer - \$1,800.00	10 / each	\$18,000.00	Y
PNC2119323B1--01-97	Roadway: REPLACE GRATE OR MANHOLE LID	Supplier Product Code:	First Offer - \$2,200.00	5 / each	\$11,000.00	Y
PNC2119323B1--01-98	Roadway: DESILTING PIPE 0 - 24 INCH DIAMETER	Supplier Product Code:	First Offer - \$8.90	2000 / linear foot	\$17,800.00	Y
PNC2119323B1--01-99	Roadway: DESILTING PIPE 25 - 36 INCH DIAMETER	Supplier Product Code:	First Offer - \$13.90	500 / linear foot	\$6,950.00	Y
PNC2119323B1--01-100	Roadway: CONCRETE COLLAR JOINT, 15 INCH TO 24 INCH DIAMETER	Supplier Product Code:	First Offer - \$890.00	5 / each	\$4,450.00	Y
PNC2119323B1--01-101	Roadway: CONCRETE COLLAR JOINT, 25 INCH TO 48 INCH DIAMETER	Supplier Product Code:	First Offer - \$990.00	5 / each	\$4,950.00	Y
PNC2119323B1--01-102	Roadway: PIPE CULVERT, REINFORCED CONCRETE PIPE MATERIAL (RCP), ROUND, 15 INCH SIDE DRAIN	Supplier Product Code:	First Offer - \$98.00	50 / linear foot	\$4,900.00	Y
PNC2119323B1--01-103	Roadway: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15 INCH SIDE DRAIN (SD).	Supplier Product Code:	First Offer - \$98.00	50 / linear foot	\$4,900.00	Y
PNC2119323B1--01-104	Roadway: PIPE CULVERT, REINFORCED CONCRETE PIPE MATERIAL (RCP), ROUND, 18 INCH SIDE DRAIN	Supplier Product Code:	First Offer - \$120.00	50 / linear foot	\$6,000.00	Y
PNC2119323B1--01-105	Roadway: PIPE	Supplier	First Offer - \$120.00	50 / linear foot	\$6,000.00	Y

	CULVERT, OPTIONAL MATERIAL, ROUND, 18 INCH SIDE DRAIN (SD).	Product Code:				
PNC2119323B1--01-106	Roadway: PIPE CULVERT, REINFORCED CONCRETE PIPE MATERIAL (RCP), ROUND, 24 INCH SIDE DRAIN	Supplier Product Code:	First Offer - \$125.00	50 / linear foot	\$6,250.00	Y
PNC2119323B1--01-107	Roadway: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24 INCH SD.	Supplier Product Code:	First Offer - \$125.00	75 / linear foot	\$9,375.00	Y
PNC2119323B1--01-108	Roadway: PIPE CULVERT, REINFORCED CONCRETE PIPE MATERIAL (RCP), ROUND, 36 INCH SIDE DRAIN	Supplier Product Code:	First Offer - \$145.00	75 / linear foot	\$10,875.00	Y
PNC2119323B1--01-109	Roadway: FDOT PAY ITEM No. 0430 174 136. PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36 INCH	Supplier Product Code:	First Offer - \$145.00	75 / linear foot	\$10,875.00	Y
PNC2119323B1--01-110	Roadway: PIPE CULVERT, REINFORCED CONCRETE PIPE MATERIAL (RCP), ROUND, 15 INCH STORM AND	Supplier Product Code:	First Offer - \$98.00	500 / linear foot	\$49,000.00	Y
PNC2119323B1--01-111	Roadway: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15 INCH S/CD.	Supplier Product Code:	First Offer - \$98.00	500 / linear foot	\$49,000.00	Y
PNC2119323B1--01-112	Roadway: PIPE CULVERT, REINFORCED CONCRETE PIPE MATERIAL (RCP), ROUND, 18 INCH STORM AND	Supplier Product Code:	First Offer - \$78.00	1000 / linear foot	\$78,000.00	Y
PNC2119323B1--01-113	Roadway: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18 INCH S/CD.	Supplier Product Code:	First Offer - \$78.00	500 / linear foot	\$39,000.00	Y
PNC2119323B1--01-114	Roadway: PIPE CULVERT, REINFORCED CONCRETE PIPE MATERIAL (RCP), ROUND, 24 INCH STORM AND	Supplier Product Code:	First Offer - \$125.00	1000 / linear foot	\$125,000.00	Y
PNC2119323B1--01-115	Roadway: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24 INCH S/CD.	Supplier Product Code:	First Offer - \$125.00	500 / linear foot	\$62,500.00	Y

PNC2119323B1--01-116	Roadway: PIPE CULVERT, REINFORCED CONCRETE PIPE MATERIAL (RCP), ROUND, 36 INCH STORM AND	Supplier Product Code:	First Offer - \$145.00	500 / linear foot	\$72,500.00	Y
PNC2119323B1--01-117	Roadway: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36 INCH S/CD.	Supplier Product Code:	First Offer - \$145.00	200 / linear foot	\$29,000.00	Y
PNC2119323B1--01-118	Roadway: PIPE CULVERT RCP MATERIAL ONLY, ROUND, 42 INCH, 48 INCH	Supplier Product Code:	First Offer - \$158.00	500 / linear foot	\$79,000.00	Y
PNC2119323B1--01-119	Roadway: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 15, 18 SD	Supplier Product Code:	First Offer - \$128.00	75 / linear foot	\$9,600.00	Y
PNC2119323B1--01-120	Roadway: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 15 INCH, 18 INCH SD	Supplier Product Code:	First Offer - \$128.00	300 / linear foot	\$38,400.00	Y
PNC2119323B1--01-121	Roadway: PIPE FILLING AND PLUGGING - PLACE OUT OF SERVICE	Supplier Product Code:	First Offer - \$165.00	300 / cubic yard	\$49,500.00	Y
PNC2119323B1--01-122	Roadway: DESILTING CONCRETE BOX CULVERT.	Supplier Product Code:	First Offer - \$200.00	500 / cubic yard	\$100,000.00	Y
PNC2119323B1--01-123	Roadway: MITERED END SECTION, OPTIONAL/RCP ROUND, 12 INCH, 15 INCH, 18 INCH, 24 INCH CD	Supplier Product Code:	First Offer - \$2,900.00	5 / each	\$14,500.00	Y
PNC2119323B1--01-124	Roadway: PIPE LINER, OPTIONAL MATERIAL, 0-24 PIPE	Supplier Product Code:	First Offer - \$125.00	1000 / linear foot	\$125,000.00	Y
PNC2119323B1--01-125	Roadway: PIPE LINER, OPTIONAL MATERIAL, 25-36 INCH PIPE	Supplier Product Code:	First Offer - \$180.00	100 / linear foot	\$18,000.00	Y
PNC2119323B1--01-126	Roadway: STORM SEWER INSPECTION (VIDEO CAMERA), 0-24 INCH PIPE	Supplier Product Code:	First Offer - \$4.60	1000 / linear foot	\$4,600.00	Y
PNC2119323B1--01-127	Roadway: STORM SEWER INSPECTION (VIDEO CAMERA), 25- 36 INCH PIPE	Supplier Product Code:	First Offer - \$4.60	1000 / linear foot	\$4,600.00	Y
PNC2119323B1--01-128	Roadway: FRENCH	Supplier	First Offer - \$90.00	1000 / linear foot	\$90,000.00	Y

DRAIN 18 INCH		Product Code:				
PNC2119323B1--01-129	Roadway: FRENCH DRAIN 24 INCH	Supplier Product Code:	First Offer - \$99.00	1000 / linear foot	\$99,000.00	Y
PNC2119323B1--01-130	Roadway: FRENCH DRAIN 30 INCH	Supplier Product Code:	First Offer - \$125.00	1000 / linear foot	\$125,000.00	Y
PNC2119323B1--01-131	Roadway: FRENCH DRAIN 36 INCH	Supplier Product Code:	First Offer - \$155.00	200 / linear foot	\$31,000.00	Y
PNC2119323B1--01-132	Roadway: DRILLED SHAFT CASING	Supplier Product Code:	First Offer - \$900.00	50 / linear foot	\$45,000.00	Y
PNC2119323B1--01-133	Roadway: SHEET PILING, STEEL TEMPORARY-CRITICAL	Supplier Product Code:	First Offer - \$66.00	100 / square foot	\$6,600.00	Y
PNC2119323B1--01-134	Roadway: PIPE HANDRAIL, ALUMINUM GUIDERAIL	Supplier Product Code:	First Offer - \$59.00	100 / linear foot	\$5,900.00	Y
PNC2119323B1--01-135	Roadway: PEDESTRIAN / BICYCLE RAILING, STEEL, 42 INCH TYPE 1	Supplier Product Code:	First Offer - \$120.00	100 / linear foot	\$12,000.00	Y
PNC2119323B1--01-136	Roadway: CONCRETE CURB AND GUTTER, TYPE E	Supplier Product Code:	First Offer - \$39.00	100 / linear foot	\$3,900.00	Y
PNC2119323B1--01-137	Roadway: CONCRETE CURB AND GUTTER, TYPE F	Supplier Product Code:	First Offer - \$29.00	3000 / linear foot	\$87,000.00	Y
PNC2119323B1--01-138	Roadway: CONCRETE CURB, TYPE D.	Supplier Product Code:	First Offer - \$28.00	1000 / linear foot	\$28,000.00	Y
PNC2119323B1--01-139	Roadway: CONCRETE CURB, TYPE RA.	Supplier Product Code:	First Offer - \$29.00	500 / linear foot	\$14,500.00	Y
PNC2119323B1--01-140	Roadway: CONCRETE VALLEY GUTTER	Supplier Product Code:	First Offer - \$32.00	500 / linear foot	\$16,000.00	Y
PNC2119323B1--01-141	Roadway: TRAFFIC SEPARATOR CONCRETE, TYPE IV, 4 FEET WIDE.	Supplier Product Code:	First Offer - \$48.00	2000 / linear foot	\$96,000.00	Y
PNC2119323B1--01-142	Roadway: CONCRETE TRAFFIC SEPARATOR, SPECIAL, VARIABLE WIDTH.	Supplier Product Code:	First Offer - \$58.00	200 / square yard	\$11,600.00	Y
PNC2119323B1--01-143	Roadway: CONCRETE SIDEWALK AND DRIVEWAY, 6 INCH	Supplier Product Code:	First Offer - \$41.00	15000 / square yard	\$615,000.00	Y

THICK						
PNC2119323B1--01-144	Roadway: PATTERNED PAVEMENT, VEHICULAR AREAS	Supplier Product Code:	First Offer - \$128.00	500 / square yard	\$64,000.00	Y
PNC2119323B1--01-145	Roadway: PATTERNED PAVEMENT, VEHICULAR AREAS, GREEN BIKE LANE - PREFORMED THERMOPLASTIC O	Supplier Product Code:	First Offer - \$190.00	300 / square yard	\$57,000.00	Y
PNC2119323B1--01-146	Roadway: ARCHITECTURAL PAVERS, ROADWAY	Supplier Product Code:	First Offer - \$190.00	50 / square yard	\$9,500.00	Y
PNC2119323B1--01-147	Roadway: ARCHITECTURAL PAVERS, SIDEWALK	Supplier Product Code:	First Offer - \$190.00	50 / square yard	\$9,500.00	Y
PNC2119323B1--01-148	Roadway: CURB RAMPS INCLUDING DETECTABLE WARNINGS SURFACE	Supplier Product Code:	First Offer - \$26.00	10000 / square foot	\$260,000.00	Y
PNC2119323B1--01-149	Roadway: RIP-RAP, SAND-CEMENT	Supplier Product Code:	First Offer - \$600.00	50 / cubic yard	\$30,000.00	Y
PNC2119323B1--01-150	Roadway: RIPRAP, RUBBLE , DITCH LINING	Supplier Product Code:	First Offer - \$190.00	100 / ton	\$19,000.00	Y
PNC2119323B1--01-151	Roadway: BEDDING STONE	Supplier Product Code:	First Offer - \$55.00	100 / ton	\$5,500.00	Y
PNC2119323B1--01-152	Roadway: GUARDRAIL, ROADWAY, GENERAL TL-3	Supplier Product Code:	First Offer - \$33.00	1500 / linear foot	\$49,500.00	Y
PNC2119323B1--01-153	Roadway: GUARDRAIL-SHOP, BENT PANELS	Supplier Product Code:	First Offer - \$34.00	200 / linear foot	\$6,800.00	Y
PNC2119323B1--01-154	Roadway: GUARDRAIL-RUB RAIL, SINGLE SIDED	Supplier Product Code:	First Offer - \$40.00	200 / linear foot	\$8,000.00	Y
PNC2119323B1--01-155	Roadway: PIPE RAIL FOR GUARDRAIL	Supplier Product Code:	First Offer - \$14.00	200 / linear foot	\$2,800.00	Y
PNC2119323B1--01-156	Roadway: SPECIAL GUARDRAIL POST	Supplier Product Code:	First Offer - \$240.00	25 / each	\$6,000.00	Y
PNC2119323B1--01-157	Roadway: GUARDRAIL-BRIDGE ANCHORAGE ASSEMBLY	Supplier Product Code:	First Offer - \$4,100.00	4 / each	\$16,400.00	Y
PNC2119323B1--01-158	Roadway: GUARDRAIL REMOVAL	Supplier Product Code:	First Offer - \$5.50	300 / linear foot	\$1,650.00	Y

PNC2119323B1--01-159	Roadway: GUARDRAIL END ANCHORAGE assembly, END TREATMENT - FLARED	Supplier Product Code:	First Offer - \$2,250.00	5 / each	\$11,250.00	Y
PNC2119323B1--01-160	Roadway: GUARDRAIL END ANCHORAGE assembly, END TREATMENT - TYPE II	Supplier Product Code:	First Offer - \$1,600.00	5 / each	\$8,000.00	Y
PNC2119323B1--01-161	Roadway: GUARDRAIL END ANCHORAGE assembly, END TREATMENT - TYPE CRT	Supplier Product Code:	First Offer - \$3,000.00	5 / each	\$15,000.00	Y
PNC2119323B1--01-162	Roadway: GUARDRAIL RESET	Supplier Product Code:	First Offer - \$13.50	300 / linear foot	\$4,050.00	Y
PNC2119323B1--01-163	Roadway: FENCING, TYPE B, 0.0-8.0, STANDARD	Supplier Product Code:	First Offer - \$35.00	100 / linear foot	\$3,500.00	Y
PNC2119323B1--01-164	Roadway: FENCING, TYPE B, 0-8.0, W/ VINYL COATING	Supplier Product Code:	First Offer - \$39.00	100 / linear foot	\$3,900.00	Y
PNC2119323B1--01-165	Roadway: FENCING, TYPE B, RESET EXISTING	Supplier Product Code:	First Offer - \$26.00	100 / linear foot	\$2,600.00	Y
PNC2119323B1--01-166	Roadway: FENCE GATE, TYPE B, SINGLE, 0-6.0 OPENING	Supplier Product Code:	First Offer - \$130.00	25 / linear foot	\$3,250.00	Y
PNC2119323B1--01-167	Roadway: FENCE GATE, TYPE B, DOUBLE, 6.1-18.0 OPENING	Supplier Product Code:	First Offer - \$1,900.00	5 / each	\$9,500.00	Y

Bid Allowance

\$450,000.00

Lot Total \$9,256,915.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2119323B1--02-01	Signalization: CONDUIT, OPEN TRENCH, SIX 2 INCH CONDUITS	Supplier Product Code:	First Offer - \$15.50	1000 / linear foot	\$15,500.00	Y
PNC2119323B1--02-02	Signalization: CONDUIT, OPEN TRENCH, FIVE 2 INCH CONDUITS	Supplier Product Code:	First Offer - \$14.50	1000 / linear foot	\$14,500.00	Y
PNC2119323B1--02-03	Signalization: CONDUIT, OPEN TRENCH, FOUR 2 INCH CONDUITS	Supplier Product Code:	First Offer - \$12.50	1000 / linear foot	\$12,500.00	Y
PNC2119323B1--02-04	Signalization: CONDUIT, OPEN TRENCH, THREE 2 INCH CONDUITS.	Supplier Product Code:	First Offer - \$11.50	10000 / linear foot	\$115,000.00	Y

PNC2119323B1--02-05	Signalization: CONDUIT, OPEN TRENCH, TWO 2 INCH CONDUITS	Supplier Product Code:	First Offer - \$10.50	2000 / linear foot	\$21,000.00	Y
PNC2119323B1--02-06	Signalization: CONDUIT, OPEN TRENCH, ONE 2 INCH CONDUIT	Supplier Product Code:	First Offer - \$9.50	2000 / linear foot	\$19,000.00	Y
PNC2119323B1--02-07	Signalization: CONDUIT, DIRECTIONAL BORE, SIX 2 INCH CONDUITS	Supplier Product Code:	First Offer - \$29.50	1000 / linear foot	\$29,500.00	Y
PNC2119323B1--02-08	Signalization: CONDUIT, DIRECTIONAL BORE, FIVE 2 INCH CONDUITS	Supplier Product Code:	First Offer - \$27.50	1000 / linear foot	\$27,500.00	Y
PNC2119323B1--02-09	Signalization: CONDUIT, DIRECTIONAL BORE, FOUR 2 INCH CONDUITS	Supplier Product Code:	First Offer - \$25.00	1000 / linear foot	\$25,000.00	Y
PNC2119323B1--02-10	Signalization: CONDUIT, DIRECTIONAL BORE, THREE 2 INCH CONDUITS	Supplier Product Code:	First Offer - \$22.00	7500 / linear foot	\$165,000.00	Y
PNC2119323B1--02-11	Signalization: CONDUIT, DIRECTIONAL BORE, TWO 2 INCH CONDUITS	Supplier Product Code:	First Offer - \$20.00	1000 / linear foot	\$20,000.00	Y
PNC2119323B1--02-12	Signalization: CONDUIT, DIRECTIONAL BORE, ONE 2 INCH CONDUIT	Supplier Product Code:	First Offer - \$18.00	500 / linear foot	\$9,000.00	Y
PNC2119323B1--02-13	Signalization: CONDUIT, ABOVEGROUND, ONE 2 INCH CONDUIT, RIGID GALVINIZED METAL	Supplier Product Code:	First Offer - \$25.00	100 / linear foot	\$2,500.00	Y
PNC2119323B1--02-14	Signalization: CONDUIT, BRIDGE MOUNT, ONE 2 INCH CONDUIT, RIGID GALVINIZED METAL	Supplier Product Code:	First Offer - \$25.00	100 / linear foot	\$2,500.00	Y
PNC2119323B1--02-15	Signalization: CONDUIT, BRIDGE MOUNT, ONE 4 INCH CONDUIT,	Supplier Product Code:	First Offer - \$65.00	200 / linear foot	\$13,000.00	Y

	BULLET RESISTANT FIBERGLASS					
PNC2119323B1--02-16	Signalization: CONDUIT, REMOVE BRIDGE MOUNT CONDUIT	Supplier Product Code:	First Offer - \$10.00	200 / linear foot	\$2,000.00	Y
PNC2119323B1--02-17	Signalization: SIGNAL CABLE, NEW OR RECONSTRUCTED INTERSECTION	Supplier Product Code:	First Offer - \$7,000.00	10 / per intersection	\$70,000.00	Y
PNC2119323B1--02-18	Signalization: SIGNAL CABLE, SIGNAL CABLE, REPAIR, REPLACE, OTHER	Supplier Product Code:	First Offer - \$5.00	5000 / linear foot	\$25,000.00	Y
PNC2119323B1--02-19	Signalization: SIGNAL CABLE, REMOVE, INTERSECTION	Supplier Product Code:	First Offer - \$1,000.00	5 / per intersection	\$5,000.00	Y
PNC2119323B1--02-20	Signalization: SIGNAL CABLE, OUTSIDE OF INTERSECTION	Supplier Product Code:	First Offer - \$0.50	15000 / linear foot	\$7,500.00	Y
PNC2119323B1--02-21	Signalization: FIBER OPTIC CABLE, OVERHEAD, 49-96 FIBERS, ARMORED CASING	Supplier Product Code:	First Offer - \$3.75	1000 / linear foot	\$3,750.00	Y
PNC2119323B1--02-22	Signalization: FIBER OPTIC CABLE, UNDERGROUND, 12 FIBERS, ARMORED CASING	Supplier Product Code:	First Offer - \$3.25	1000 / linear foot	\$3,250.00	Y
PNC2119323B1--02-23	Signalization: FIBER OPTIC CABLE, UNDERGROUND, 12 FIBERS	Supplier Product Code:	First Offer - \$3.00	6000 / linear foot	\$18,000.00	Y
PNC2119323B1--02-24	Signalization: FIBER OPTIC CABLE, UNDERGROUND, 96 FIBERS, ARMORED CASING	Supplier Product Code:	First Offer - \$5.00	10000 / linear foot	\$50,000.00	Y
PNC2119323B1--02-25	Signalization: FIBER OPTIC CABLE, UNDERGROUND,	Supplier Product Code:	First Offer - \$5.50	6000 / linear foot	\$33,000.00	Y

	144 FIBERS, ARMORED CASING					
PNC2119323B1--02-26	Signalization: FIBER OPTIC CABLE, REMOVE, UNDERGROUND	Supplier Product Code:	First Offer - \$0.50	1500 / linear foot	\$750.00	Y
PNC2119323B1--02-27	Signalization: FIBER OPTIC CONNECTION, SPICE	Supplier Product Code:	First Offer - \$50.00	100 / each	\$5,000.00	Y
PNC2119323B1--02-28	Signalization: FIBER OPTIC CONNECTION HARDWARE, SPICE ENCLOSURE. SEALED BUTT- STYLE CLOSURE	Supplier Product Code:	First Offer - \$950.00	40 / each	\$38,000.00	Y
PNC2119323B1--02-29	Signalization: FIBER OPTIC CONNECTION HARDWARE, SPICE TRAY	Supplier Product Code:	First Offer - \$60.00	100 / each	\$6,000.00	Y
PNC2119323B1--02-30	Signalization: FIBER OPTIC CONNECTION HARDWARE, PATCH PANEL, FIELD TERMINATED	Supplier Product Code:	First Offer - \$1,250.00	30 / each	\$37,500.00	Y
PNC2119323B1--02-31	Signalization: FIBER OPTIC CONNECTION HARDWARE, SPICE ENCLOSURE	Supplier Product Code:	First Offer - \$750.00	15 / each	\$11,250.00	Y
PNC2119323B1--02-32	Signalization: SIGNALS COMMUNICATION CABLE, TWISTED PAIR CABLE.	Supplier Product Code:	First Offer - \$3.75	3000 / linear foot	\$11,250.00	Y
PNC2119323B1--02-33	Signalization: SPAN WIRE ASSEMBLY, REMOVE, POLES TO REMAIN	Supplier Product Code:	First Offer - \$800.00	4 / per intersection	\$3,200.00	Y
PNC2119323B1--02-34	Signalization: PULL AND SPLICE BOX, 13 INCH x 24 INCH, TIER 22	Supplier Product Code:	First Offer - \$900.00	50 / each	\$45,000.00	Y
PNC2119323B1--02-35	Signalization: PULL AND SPLICE BOX, 24 INCH x 36 INCH x 30 INCH	Supplier Product Code:	First Offer - \$1,550.00	15 / each	\$23,250.00	Y

DEEP, TIER 22						
PNC2119323B1--02-36	Signalization: PULL AND SPLICE BOX, 24 INCH x 36 INCH x 36 INCH DEEP, TIER 22	Supplier Product Code:	First Offer - \$1,750.00	50 / each	\$87,500.00	Y
PNC2119323B1--02-37	Signalization: PULL AND SPLICE BOX, 30 INCH x 48 INCH, TIER 22	Supplier Product Code:	First Offer - \$2,750.00	25 / each	\$68,750.00	Y
PNC2119323B1--02-38	Signalization: PULL AND SPLICE BOX, 30 INCH x 60 INCH, TIER 22	Supplier Product Code:	First Offer - \$3,500.00	15 / each	\$52,500.00	Y
PNC2119323B1--02-39	Signalization: PULL AND SPLICE BOX, 36 INCH ROUND, TIER 22	Supplier Product Code:	First Offer - \$3,550.00	1 / each	\$3,550.00	Y
PNC2119323B1--02-40	Signalization: PULL AND SPLICE BOX, RELOCATE	Supplier Product Code:	First Offer - \$500.00	5 / each	\$2,500.00	Y
PNC2119323B1--02-41	Signalization: JUNCTION BOX, FURNISH & INSTALL, MOUNTED	Supplier Product Code:	First Offer - \$775.00	5 / each	\$3,875.00	Y
PNC2119323B1--02-42	Signalization: ELECTRIC POWER SERVICE, OVERHEAD, METER FURNISHED BY POWER COMPANY	Supplier Product Code:	First Offer - \$3,000.00	5 / assembly	\$15,000.00	Y
PNC2119323B1--02-43	Signalization: ELECTRIC POWER SERVICE, OVERHEAD, METER NOT REQUIRED	Supplier Product Code:	First Offer - \$2,950.00	5 / assembly	\$14,750.00	Y
PNC2119323B1--02-44	Signalization: ELECTRIC POWER SERVICE, UNDERGROUND, METER FURNISHED BY POWER COMPANY	Supplier Product Code:	First Offer - \$3,000.00	5 / assembly	\$15,000.00	Y
PNC2119323B1--02-45	Signalization: ELECTRIC POWER SERVICE, UNDERGROUND, METER NOT REQUIRED	Supplier Product Code:	First Offer - \$2,250.00	5 / assembly	\$11,250.00	Y

PNC2119323B1--02-46	Signalization: ELECTRIC POWER SERVICE, REMOVE OVERHEAD	Supplier Product Code:	First Offer - \$400.00	5 / assembly	\$2,000.00	Y
PNC2119323B1--02-47	Signalization: ELECTRIC POWER SERVICE, REMOVE UNDERGROUND	Supplier Product Code:	First Offer - \$395.00	5 / assembly	\$1,975.00	Y
PNC2119323B1--02-48	Signalization: ELECTRICAL SERVICE WIRE	Supplier Product Code:	First Offer - \$5.00	2000 / linear foot	\$10,000.00	Y
PNC2119323B1--02-49	Signalization: RELOCATE ELECTRICAL SERVICE WIRE	Supplier Product Code:	First Offer - \$2.50	1000 / linear foot	\$2,500.00	Y
PNC2119323B1--02-50	Signalization: REMOVE ELECTRICAL SERVICE WIRE	Supplier Product Code:	First Offer - \$0.25	1000 / linear foot	\$250.00	Y
PNC2119323B1--02-51	Signalization: ELECTRICAL SERVICE DISCONNECT.	Supplier Product Code:	First Offer - \$1,800.00	2 / each	\$3,600.00	Y
PNC2119323B1--02-52	Signalization: REMOVE ELECTRICAL SERVICE DISCONNECT	Supplier Product Code:	First Offer - \$550.00	1 / each	\$550.00	Y
PNC2119323B1--02-53	Signalization: PRESTRESSED CONCRETE POLE TYPE P-II SERVICE POLE	Supplier Product Code:	First Offer - \$1,750.00	20 / each	\$35,000.00	Y
PNC2119323B1--02-54	Signalization: COMPLETE POLE REMOVAL, PEDESTAL, SERVICE POLE	Supplier Product Code:	First Offer - \$500.00	10 / each	\$5,000.00	Y
PNC2119323B1--02-55	Signalization: SHALLOW POLE REMOVAL, POLE 30 FEET AND GREATER	Supplier Product Code:	First Offer - \$2,950.00	10 / each	\$29,500.00	Y
PNC2119323B1--02-56	Signalization: COMPLETE POLE REMOVAL, POLE 30 FEET AND GREATER	Supplier Product Code:	First Offer - \$3,500.00	10 / each	\$35,000.00	Y
PNC2119323B1--02-57	Signalization: 40 FOOT WOOD STRAIN POLE	Supplier Product Code:	First Offer - \$1,500.00	5 / each	\$7,500.00	Y
PNC2119323B1--02-58	Signalization: 45 FOOT WOOD	Supplier Product Code:	First Offer - \$1,750.00	5 / each	\$8,750.00	Y

STRAIN POLE		Code:				
PNC2119323B1--02-59	Signalization: REMOVE WOOD STRAIN POLE.	Supplier Product Code:	First Offer - \$1,000.00	10 / each	\$10,000.00	Y
PNC2119323B1--02-60	Signalization: ALUMINUM SIGNALS POLE, PEDESTAL	Supplier Product Code:	First Offer - \$1,275.00	50 / each	\$63,750.00	Y
PNC2119323B1--02-61	Signalization: ALUMINUM SIGNALS POLE, PEDESTRIAN DETECTOR POST	Supplier Product Code:	First Offer - \$1,150.00	20 / each	\$23,000.00	Y
PNC2119323B1--02-62	Signalization: ALUMINUM SIGNALS POLE, PEDESTRIAN DETECTOR POST WITH AUDIBLE FEATURES	Supplier Product Code:	First Offer - \$1,400.00	12 / each	\$16,800.00	Y
PNC2119323B1--02-63	Signalization: ALUMINUM SIGNALS POLE, REMOVE	Supplier Product Code:	First Offer - \$200.00	12 / each	\$2,400.00	Y
PNC2119323B1--02-64	Signalization: STEEL MAST ARM ASSEMBLY, SINGLE ARM 30 FEET	Supplier Product Code:	First Offer - \$39,314.91	5 / each	\$196,574.55	Y
PNC2119323B1--02-65	Signalization: STEEL MAST ARM ASSEMBLY, SINGLE ARM 50- 60 FEET	Supplier Product Code:	First Offer - \$47,251.60	10 / each	\$472,516.00	Y
PNC2119323B1--02-66	Signalization: STEEL MAST ARM ASSEMBLY, DOUBLE ARM 60 FEET, 40 FEET	Supplier Product Code:	First Offer - \$55,848.45	1 / each	\$55,848.45	Y
PNC2119323B1--02-67	Signalization: STEEL MAST ARM ASSEMBLY, DOUBLE ARM 60 FEET, 50 FEET	Supplier Product Code:	First Offer - \$57,728.56	1 / each	\$57,728.56	Y
PNC2119323B1--02-68	Signalization: STEEL MAST ARM ASSEMBLY, DOUBLE ARM 60 FEET, 60 FEET	Supplier Product Code:	First Offer - \$60,758.73	1 / each	\$60,758.73	Y
PNC2119323B1--02-69	Signalization: STEEL MAST ARM ASSEMBLY, SINGLE ARM 70 FEET	Supplier Product Code:	First Offer - \$53,073.22	10 / each	\$530,732.20	Y

PNC2119323B1--02-70	Signalization: STEEL MAST ARM ASSEMBLY, DOUBLE ARM 70 FEET, 40 FEET	Supplier Product Code:	First Offer - \$59,118.82	1 / each	\$59,118.82	Y
PNC2119323B1--02-71	Signalization: STEEL MAST ARM ASSEMBLY, DOUBLE ARM 70 FEET, 50 FEET	Supplier Product Code:	First Offer - \$63,994.17	1 / each	\$63,994.17	Y
PNC2119323B1--02-72	Signalization: STEEL MAST ARM ASSEMBLY, DOUBLE ARM 70 FEET, 60 FEET	Supplier Product Code:	First Offer - \$66,392.70	1 / each	\$66,392.70	Y
PNC2119323B1--02-73	Signalization: STEEL MAST ARM ASSEMBLY, DOUBLE ARM 70 FEET, 70 FEET	Supplier Product Code:	First Offer - \$68,987.02	1 / each	\$68,987.02	Y
PNC2119323B1--02-74	Signalization: STEEL MAST ARM ASSEMBLY, SINGLE ARM 40 FEET	Supplier Product Code:	First Offer - \$42,527.39	10 / each	\$425,273.90	Y
PNC2119323B1--02-75	Signalization: STEEL MAST ARM ASSEMBLY, DOUBLE ARM 40 FEET, 40 FEET	Supplier Product Code:	First Offer - \$51,946.10	1 / each	\$51,946.10	Y
PNC2119323B1--02-76	Signalization: STEEL MAST ARM ASSEMBLY, SINGLE ARM 50 FEET	Supplier Product Code:	First Offer - \$45,746.19	20 / each	\$914,923.80	Y
PNC2119323B1--02-77	Signalization: STEEL MAST ARM ASSEMBLY, DOUBLE ARM 50 FEET, 40 FEET	Supplier Product Code:	First Offer - \$54,126.22	1 / each	\$54,126.22	Y
PNC2119323B1--02-78	Signalization: STEEL MAST ARM ASSEMBLY, DOUBLE ARM 50 FEET, 50 FEET	Supplier Product Code:	First Offer - \$56,864.02	1 / each	\$56,864.02	Y
PNC2119323B1--02-79	Signalization: STEEL MAST ARM ASSEMBLY, INSTALL, CONTRACTOR PROVIDED FOUNDATION	Supplier Product Code:	First Offer - \$24,723.97	8 / each	\$197,791.76	Y
PNC2119323B1--02-80	Signalization: STEEL MAST ARM ASSEMBLY,	Supplier Product Code:	First Offer - \$2,800.00	8 / each	\$22,400.00	Y

REMOVE,
SHALLOW
FOUNDATION,
BOLT ON
ATTACHMENT

PNC2119323B1--02-81	Signalization: STEEL MAST ARM ASSEMBLY, REMOVE, DEEP FOUNDATION, BOLT ON ATTACHMENT	Supplier Product Code:	First Offer - \$7,500.00	5 / each	\$37,500.00	Y
PNC2119323B1--02-82	Signalization: VEHICULAR TRAFFIC SIGNAL, ALUMINUM, 1 SECTION, 1 WAY, LED	Supplier Product Code:	First Offer - \$850.00	6 / assembly	\$5,100.00	Y
PNC2119323B1--02-83	Signalization: VEHICULAR TRAFFIC SIGNAL, ALUMINUM, 3 SECTION, 1 WAY, LED	Supplier Product Code:	First Offer - \$1,150.00	100 / assembly	\$115,000.00	Y
PNC2119323B1--02-84	Signalization: VEHICULAR TRAFFIC SIGNAL, ALUMINUM, 4 SECTION, 1 WAY, LED	Supplier Product Code:	First Offer - \$1,275.00	6 / assembly	\$7,650.00	Y
PNC2119323B1--02-85	Signalization: VEHICULAR TRAFFIC SIGNAL, ALUMINUM, 5 SECTION STRAIGHT, 1 WAY, LED	Supplier Product Code:	First Offer - \$1,500.00	40 / assembly	\$60,000.00	Y
PNC2119323B1--02-86	Signalization: VEHICULAR TRAFFIC SIGNAL, ALUMINUM, 5 SECTION CLUSTER, 1 WAY, LED	Supplier Product Code:	First Offer - \$1,550.00	25 / assembly	\$38,750.00	Y
PNC2119323B1--02-87	Signalization: VEHICULAR TRAFFIC SIGNAL, REMOVE, POLES TO REMAIN	Supplier Product Code:	First Offer - \$100.00	20 / assembly	\$2,000.00	Y
PNC2119323B1--02-88	Signalization: PEDESTRIAN SIGNAL, LED COUNTDOWN, 1 WAY	Supplier Product Code:	First Offer - \$800.00	40 / assembly	\$32,000.00	Y
PNC2119323B1--02-89	Signalization:	Supplier	First Offer - \$1,250.00	4 / assembly	\$5,000.00	Y

	PEDESTRIAN SIGNAL, LED COUNTDOWN, 2 WAY	Product Code:				
PNC2119323B1--02-90	Signalization: PEDESTRIAN SIGNAL, REMOVE PED SIGNAL, PEDESTAL TO REMAIN	Supplier Product Code:	First Offer - \$100.00	20 / assembly	\$2,000.00	Y
PNC2119323B1--02-91	Signalization: VEHICLE DETECTION SYSTEM, VIDEO, COMPLETE SYSTEMS, 3 CAMERAS	Supplier Product Code:	First Offer - \$22,500.00	5 / per intersection	\$112,500.00	Y
PNC2119323B1--02-92	Signalization: VEHICLE DETECTION SYSTEM, VIDEO, COMPLETE SYSTEMS, 4 CAMERAS	Supplier Product Code:	First Offer - \$29,500.00	7 / per intersection	\$206,500.00	Y
PNC2119323B1--02-93	Signalization: VEHICLE DETECTION SYSTEM, VIDEO, COMPLETE SYSTEMS, 5 CAMERAS	Supplier Product Code:	First Offer - \$35,000.00	5 / per intersection	\$175,000.00	Y
PNC2119323B1--02-94	Signalization: VEHICLE DETECTION SYSTEM, VIDEO, COMPLETE SYSTEMS, 6 CAMERAS	Supplier Product Code:	First Offer - \$42,500.00	5 / per intersection	\$212,500.00	Y
PNC2119323B1--02-95	Signalization: VEHICLE DETECTION SYSTEM, VIDEO, COMPLETE SYSTEMS, 7 CAMERAS	Supplier Product Code:	First Offer - \$49,000.00	5 / per intersection	\$245,000.00	Y
PNC2119323B1--02-96	Signalization: VEHICLE DETECTION SYSTEM, VIDEO, COMPLETE SYSTEMS, 8 CAMERAS	Supplier Product Code:	First Offer - \$56,000.00	5 / per intersection	\$280,000.00	Y
PNC2119323B1--02-97	Signalization: VEHICLE DETECTION SYSTEM, VIDEO	Supplier Product Code:	First Offer - \$500.00	15 / each	\$7,500.00	Y

PNC2119323B1--02-98	Signalization: SIGNAL PRIORITY AND PREEMPTION SYSTEM, REMOVE	Supplier Product Code:	First Offer - \$400.00	2 / each	\$800.00	Y
PNC2119323B1--02-99	Signalization: PEDESTRIAN DETECTOR, STANDARD	Supplier Product Code:	First Offer - \$250.00	20 / each	\$5,000.00	Y
PNC2119323B1--02-100	Signalization: PEDESTRIAN DETECTOR, ACCESSIBLE	Supplier Product Code:	First Offer - \$2,500.00	20 / each	\$50,000.00	Y
PNC2119323B1--02-101	Signalization: PEDESTRIAN DETECTOR, REMOVE POLE OR PEDESTAL TO REMAIN	Supplier Product Code:	First Offer - \$50.00	40 / each	\$2,000.00	Y
PNC2119323B1--02-102	Signalization: TRAFFIC CONTROLLER ASSEMBLY, MODEL 2070.	Supplier Product Code:	First Offer - \$34,000.00	3 / assembly	\$102,000.00	Y
PNC2119323B1--02-103	Signalization: TRAFFIC CONTROLLER ASSEMBLY, MODEL 2070, 1 PREEMPTION	Supplier Product Code:	First Offer - \$35,000.00	2 / assembly	\$70,000.00	Y
PNC2119323B1--02-104	Signalization: TRAFFIC CONTROLLER ASSEMBLY, MODEL 2070, 2 PREEMPTION	Supplier Product Code:	First Offer - \$36,000.00	2 / assembly	\$72,000.00	Y
PNC2119323B1--02-105	Signalization: TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	Supplier Product Code:	First Offer - \$750.00	5 / assembly	\$3,750.00	Y
PNC2119323B1--02-106	Signalization: MANAGED FIELD ETHERNET SWITCH	Supplier Product Code:	First Offer - \$4,250.00	10 / each	\$42,500.00	Y
PNC2119323B1--02-107	Signalization: CELLULAR ROUTER	Supplier Product Code:	First Offer - \$2,400.00	10 / each	\$24,000.00	Y
PNC2119323B1--02-108	Signalization: DIGITAL VIDEO ENCODER WITH SOFTWARE DECODER.	Supplier Product Code:	First Offer - \$3,500.00	5 / each	\$17,500.00	Y

PNC2119323B1--02-109	Signalization: PULL AND SPLICE BOX, REMOVAL	Supplier Product Code:	First Offer - \$150.00	20 / each	\$3,000.00	Y
PNC2119323B1--02-110	Signalization: TRAFFIC CONTROLLER ASSEMBLY, MODIFY	Supplier Product Code:	First Offer - \$2,000.00	5 / assembly	\$10,000.00	Y
Bid Allowance			\$450,000.00			
					Lot Total	\$6,724,977.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2119323B1--03-01	Signing and Pavement Markings: SINGLE POST SIGN. GROUND MOUNT, UP TO 12 SQUARE FEET	Supplier Product Code:	First Offer - \$500.00	150 / assembly	\$75,000.00	Y
PNC2119323B1--03-02	Signing and Pavement Markings: SINGLE POST SIGN. GROUND MOUNT, 12 TO 20 SQUARE FEET	Supplier Product Code:	First Offer - \$1,150.00	30 / assembly	\$34,500.00	Y
PNC2119323B1--03-03	Signing and Pavement Markings: SINGLE POST SIGN. GROUND MOUNT, 21 TO 30 SQUARE FEET	Supplier Product Code:	First Offer - \$1,550.00	2 / assembly	\$3,100.00	Y
PNC2119323B1--03-04	Signing and Pavement Markings: SINGLE POST SIGN. GROUND MOUNT, 31 SQUARE FEET OR GREATER	Supplier Product Code:	First Offer - \$2,200.00	2 / assembly	\$4,400.00	Y
PNC2119323B1--03-05	Signing and Pavement Markings: SINGLE POST SIGN. RELOCATE	Supplier Product Code:	First Offer - \$400.00	30 / assembly	\$12,000.00	Y
PNC2119323B1--03-06	Signing and Pavement Markings: SINGLE POST SIGN. REMOVE	Supplier Product Code:	First Offer - \$75.00	150 / assembly	\$11,250.00	Y
PNC2119323B1--03-07	Signing and Pavement Markings: GROUND MOUNT, AC POWER, SPEED FEEDBACK SIGN, UP TO 12 SQ FT	Supplier Product Code:	First Offer - \$10,750.00	2 / assembly	\$21,500.00	Y
PNC2119323B1--03-08	Signing and Pavement Markings: ELECTRONIC DISPLAY SIGN,	Supplier Product Code:	First Offer - \$10,950.00	2 / assembly	\$21,900.00	Y

GROUND MOUNT,
AC POWER, SPEED
FEEDBACK, 12 TO 20
SQ FT

PNC2119323B1--03-09	Signing and Pavement Markings: ELECTRONIC DISPLAY SIGN,GRND MNT,AC POWER,SPEED FEEDBACK W/FLASH BCON,UPTO 12 SF	Supplier Product Code:	First Offer - \$10,500.00	2 / assembly	\$21,000.00	Y
PNC2119323B1--03-10	Signing and Pavement Markings: ELECTRONIC DISPLAY SIGN,GRND MNT,AC POWER,SPEED FEEDBACK W/FLASH BCON,12-20 SF	Supplier Product Code:	First Offer - \$11,500.00	2 / assembly	\$23,000.00	Y
PNC2119323B1--03-11	Signing and Pavement Markings: ELECTRONIC DISPLAY SIGN,GROUND MOUNT, SOLAR POWER, SPEED FEEDBACK, UP TO 12 SF	Supplier Product Code:	First Offer - \$11,500.00	2 / assembly	\$23,000.00	Y
PNC2119323B1--03-12	Signing and Pavement Markings: ELECTRONIC DISPLAY SIGN,GRND MNT,SOLR PANEL,SPEED FEEDBK W/FLASH BCON,UPTO 12 SF	Supplier Product Code:	First Offer - \$12,500.00	2 / assembly	\$25,000.00	Y
PNC2119323B1--03-13	Signing and Pavement Markings: ELECTRONIC DISPLAY SIGN,GRND MNT,SOLR PANEL,SPEED FEEDBK W/FLASH BCON,12 - 20 SF	Supplier Product Code:	First Offer - \$13,350.00	2 / assembly	\$26,700.00	Y
PNC2119323B1--03-14	Signing and Pavement Markings: SIGN BEACON,GRND MNT,AC POWER,2 BEACONS.Incl cabinet and controller	Supplier Product Code:	First Offer - \$12,500.00	2 / assembly	\$25,000.00	Y
PNC2119323B1--03-15	Signing and Pavement Markings: SIGN BEACON,GROUND	Supplier Product Code:	First Offer - \$12,500.00	1 / assembly	\$12,500.00	Y

	MOUNT,AC POWER,2 BCONS.Incl Cnty Naztec pager w/acc.					
PNC2119323B1--03-16	Signing and Pavement Markings: SIGN BEACON,GROUND MOUNT, SOLAR POWER, 2 BCONS. Incl Cnty Naztec pager w/acc.	Supplier Product Code:	First Offer - \$11,500.00	30 / assembly	\$345,000.00	Y
PNC2119323B1--03-17	Signing and Pavement Markings: SIGN BEACON,GROUND MOUNT, SOLAR POWER, 2 BCONS. Incl solr pnl, cabnt and contrlr	Supplier Product Code:	First Offer - \$11,000.00	2 / assembly	\$22,000.00	Y
PNC2119323B1--03-18	Signing and Pavement Markings: SIGN BEACON,OVERHEAD MOUNT, AC POWER, 2 BCONS. Incl cabinet and controller	Supplier Product Code:	First Offer - \$9,000.00	2 / assembly	\$18,000.00	Y
PNC2119323B1--03-19	Signing and Pavement Markings: SIGN BEACON,OVERHEAD MOUNT, AC POWER, 2 BCONS Incl Cnty Naztec pager w/acc.	Supplier Product Code:	First Offer - \$9,000.00	1 / assembly	\$9,000.00	Y
PNC2119323B1--03-20	Signing and Pavement Markings: SIGN BEACON,OVERHEAD MNT, SOLAR POWER,2 BCONS. Incl C\nty Naztec pager w/acc.	Supplier Product Code:	First Offer - \$10,750.00	10 / assembly	\$107,500.00	Y
PNC2119323B1--03-21	Signing and Pavement Markings: SIGN BEACON,OVERHEAD MOUNT,SOLAR POWER, 2 BCON Incl solr pnl, cabnt and contrlr	Supplier Product Code:	First Offer - \$9,250.00	2 / assembly	\$18,500.00	Y
PNC2119323B1--03-22	Signing and Pavement Markings: MULTI'POST SIGN. GROUND MOUNT, 21 TO 30 SQUARE FEET	Supplier Product Code:	First Offer - \$6,250.00	1 / assembly	\$6,250.00	Y

PNC2119323B1--03-23	Signing and Pavement Markings: MULTI'POST SIGN. GROUND MOUNT, 31 TO 50 SQUARE FEET	Supplier Product Code:	First Offer - \$7,750.00	10 / assembly	\$77,500.00	Y
PNC2119323B1--03-24	Signing and Pavement Markings: MULTI'POST SIGN. GROUND MOUNT, 51 TO 100 SQUARE FEET	Supplier Product Code:	First Offer - \$12,000.00	1 / assembly	\$12,000.00	Y
PNC2119323B1--03-25	Signing and Pavement Markings: MULTI'POST SIGN. RELOCATE	Supplier Product Code:	First Offer - \$5,900.00	1 / assembly	\$5,900.00	Y
PNC2119323B1--03-26	Signing and Pavement Markings: MULTI'POST SIGN. REMOVE.	Supplier Product Code:	First Offer - \$800.00	3 / assembly	\$2,400.00	Y
PNC2119323B1--03-27	Signing and Pavement Markings: SIGN PANEL. GROUND MOUNT, UP TO 12 SQUARE FEET	Supplier Product Code:	First Offer - \$320.00	25 / each	\$8,000.00	Y
PNC2119323B1--03-28	Signing and Pavement Markings: SIGN PANEL. GROUND MOUNT, 12 TO 20 SQUARE FEET	Supplier Product Code:	First Offer - \$375.00	10 / each	\$3,750.00	Y
PNC2119323B1--03-29	Signing and Pavement Markings: SIGN PANEL. GROUND MOUNT, 21 TO 30 SQUARE FEET	Supplier Product Code:	First Offer - \$525.00	2 / each	\$1,050.00	Y
PNC2119323B1--03-30	Signing and Pavement Markings: SIGN PANEL. OVERHEAD MOUNT, UP TO 12 SQUARE FEET	Supplier Product Code:	First Offer - \$550.00	4 / each	\$2,200.00	Y
PNC2119323B1--03-31	Signing and Pavement Markings: SIGN PANEL. OVERHEAD MOUNT, 12 TO 20 SQUARE FEET	Supplier Product Code:	First Offer - \$725.00	2 / each	\$1,450.00	Y
PNC2119323B1--03-32	Signing and Pavement Markings: SIGN PANEL. OVERHEAD MOUNT, 21 TO 30 SQUARE	Supplier Product Code:	First Offer - \$990.00	2 / each	\$1,980.00	Y

FEET

PNC2119323B1--03-33	Signing and Pavement Markings: SIGN PANEL. OVERHEAD MOUNT, 31 TO 50 SQUARE FEET	Supplier Product Code:	First Offer - \$1,700.00	10 / each	\$17,000.00	Y
PNC2119323B1--03-34	Signing and Pavement Markings: SIGN PANEL. REMOVE, UP TO 12 SQUARE FEET	Supplier Product Code:	First Offer - \$125.00	1 / each	\$125.00	Y
PNC2119323B1--03-35	Signing and Pavement Markings: SIGN PANEL. REMOVE, 12 TO 20 SQUARE FEET	Supplier Product Code:	First Offer - \$150.00	1 / each	\$150.00	Y
PNC2119323B1--03-36	Signing and Pavement Markings: SIGN PANEL. REMOVE, 21 TO 30 SQUARE FEET	Supplier Product Code:	First Offer - \$175.00	1 / each	\$175.00	Y
PNC2119323B1--03-37	Signing and Pavement Markings: SIGN PANEL. REMOVE, UP TO 50 SQUARE FEET WITH LIGHTING	Supplier Product Code:	First Offer - \$800.00	2 / each	\$1,600.00	Y
PNC2119323B1--03-38	Signing and Pavement Markings: SIGN PANEL. REMOVE, UP TO 51 TO 100 SQUARE FEET WITH LIGHTING	Supplier Product Code:	First Offer - \$1,100.00	1 / each	\$1,100.00	Y
PNC2119323B1--03-39	Signing and Pavement Markings: INTERNALLY ILLUMINATED SIGN, OVERHEAD MOUNT UP TO 12 SQUARE FEET	Supplier Product Code:	First Offer - \$2,950.00	14 / each	\$41,300.00	Y
PNC2119323B1--03-40	Signing and Pavement Markings: INTERNALLY ILLUMINATED SIGN, OVERHEAD MOUNT, 12 TO 18 SQUARE FEET	Supplier Product Code:	First Offer - \$3,250.00	4 / each	\$13,000.00	Y
PNC2119323B1--03-41	Signing and Pavement Markings: OBJECT MARKER, TYPE 1	Supplier Product Code:	First Offer - \$250.00	10 / each	\$2,500.00	Y
PNC2119323B1--03-42	Signing and Pavement Markings:	Supplier Product Code:	First Offer - \$350.00	10 / each	\$3,500.00	Y

OBJECT MARKER,
TYPE 4 **Code:**

PNC2119323B1--03-43	Signing and Pavement Markings: RETRO-REFLECTIVE PAVEMENT MARKERS	Supplier Product Code:	First Offer - \$6.00	500 / each	\$3,000.00	Y
PNC2119323B1--03-44	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6 INCH	Supplier Product Code:	First Offer - \$3,500.00	1 / mile	\$3,500.00	Y
PNC2119323B1--03-45	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12 INCH	Supplier Product Code:	First Offer - \$4.00	500 / linear foot	\$2,000.00	Y
PNC2119323B1--03-46	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 18 INCH	Supplier Product Code:	First Offer - \$6.00	100 / linear foot	\$600.00	Y
PNC2119323B1--03-47	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24 INCH	Supplier Product Code:	First Offer - \$6.90	300 / linear foot	\$2,070.00	Y
PNC2119323B1--03-48	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10 30 OR 3 9 SKIP, 6 INCH WIDE	Supplier Product Code:	First Offer - \$4,500.00	0.3 / mile	\$1,350.00	Y
PNC2119323B1--03-49	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 OR 6-10 DOTTED, 6 INCH	Supplier Product Code:	First Offer - \$5,000.00	0.3 / mile	\$1,500.00	Y
PNC2119323B1--03-50	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS,	Supplier Product Code:	First Offer - \$145.00	5 / each	\$725.00	Y

STANDARD, WHITE,
MESSAGE OR
SYMBOL

PNC2119323B1--03-51	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	Supplier Product Code:	First Offer - \$90.00	5 / each	\$450.00	Y
PNC2119323B1--03-52	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YIELD LINE	Supplier Product Code:	First Offer - \$0.80	30 / linear foot	\$24.00	Y
PNC2119323B1--03-53	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ISLAND NOSE	Supplier Product Code:	First Offer - \$3.50	20 / square foot	\$70.00	Y
PNC2119323B1--03-54	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6 INCH	Supplier Product Code:	First Offer - \$5,000.00	1 / mile	\$5,000.00	Y
PNC2119323B1--03-55	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18 INCH	Supplier Product Code:	First Offer - \$6.00	70 / linear foot	\$420.00	Y
PNC2119323B1--03-56	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6 INCH	Supplier Product Code:	First Offer - \$5,000.00	1 / mile	\$5,000.00	Y
PNC2119323B1--03-57	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 OR 6-10 DOTTED, 6 INCH	Supplier Product Code:	First Offer - \$5,000.00	0.3 / mile	\$1,500.00	Y

PNC2119323B1--03-58	Signing and Pavement Markings: PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	Supplier Product Code:	First Offer - \$4.50	200 / square foot	\$900.00	Y
PNC2119323B1--03-59	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12 INCH	Supplier Product Code:	First Offer - \$1.60	3000 / linear foot	\$4,800.00	Y
PNC2119323B1--03-60	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 18 INCH	Supplier Product Code:	First Offer - \$2.50	300 / linear foot	\$750.00	Y
PNC2119323B1--03-61	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24 INCH	Supplier Product Code:	First Offer - \$4.50	3000 / linear foot	\$13,500.00	Y
PNC2119323B1--03-62	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 OR 6-10 DOTTED, 6 INCH	Supplier Product Code:	First Offer - \$6,000.00	0.4 / mile	\$2,400.00	Y
PNC2119323B1--03-63	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	Supplier Product Code:	First Offer - \$180.00	55 / each	\$9,900.00	Y
PNC2119323B1--03-64	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, ARROW	Supplier Product Code:	First Offer - \$110.00	50 / each	\$5,500.00	Y
PNC2119323B1--03-65	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS,	Supplier Product Code:	First Offer - \$5.00	60 / linear foot	\$300.00	Y

STANDARD, WHITE, YIELD LINE						
PNC2119323B1--03-66	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18 INCH	Supplier Product Code:	First Offer - \$7.00	200 / linear foot	\$1,400.00	Y
PNC2119323B1--03-67	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 OR 6-10 DOTTED, 6 INCH	Supplier Product Code:	First Offer - \$6,000.00	0.3 / mile	\$1,800.00	Y
PNC2119323B1--03-68	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, PREFORMED, WHITE, MESSAGE	Supplier Product Code:	First Offer - \$145.00	30 / each	\$4,350.00	Y
PNC2119323B1--03-69	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, PREFORMED, WHITE, ARROW	Supplier Product Code:	First Offer - \$135.00	30 / each	\$4,050.00	Y
PNC2119323B1--03-70	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, OTHER SURFACES, WHITE, SOLID, 6 INCH	Supplier Product Code:	First Offer - \$6,000.00	1 / mile	\$6,000.00	Y
PNC2119323B1--03-71	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, OTHER SURFACES, WHITE, SOLID, 8 INCH	Supplier Product Code:	First Offer - \$6,500.00	0.5 / mile	\$3,250.00	Y
PNC2119323B1--03-72	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, WHITE, SKIP, 6 INCH, 10-30 OR 3-9 LANE DROP	Supplier Product Code:	First Offer - \$6,000.00	1 / mile	\$6,000.00	Y
PNC2119323B1--03-73	Signing and	Supplier	First Offer - \$6,000.00	1 / mile	\$6,000.00	Y

	Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, OTHER SURFACES, YELLOW, SOLID, 6 INCH	Product Code:				
PNC2119323B1--03-74	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, OTHER SURFACES, YELLOW, SOLID, 8 INCH	Supplier Product Code:	First Offer - \$6,300.00	0.5 / mile	\$3,150.00	Y
PNC2119323B1--03-75	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, OTHER SURFACES, YELLOW, SKIP, 6 INCH	Supplier Product Code:	First Offer - \$6,000.00	0.5 / mile	\$3,000.00	Y
	PAVEMENT MARKINGS, STANDARD, WHITE, ARROW					
PNC2119323B1--03-65	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, YIELD LINE	Supplier Product Code:	First Offer - \$5.00	60 / linear foot	\$300.00	Y
PNC2119323B1--03-66	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18 INCH	Supplier Product Code:	First Offer - \$7.00	200 / linear foot	\$1,400.00	Y
PNC2119323B1--03-67	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 OR 6-10 DOTTED, 6 INCH	Supplier Product Code:	First Offer - \$6,000.00	0.3 / mile	\$1,800.00	Y
PNC2119323B1--03-68	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, PREFORMED, WHITE, MESSAGE	Supplier Product Code:	First Offer - \$145.00	30 / each	\$4,350.00	Y

PNC2119323B1--03-69	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, PREFORMED, WHITE, ARROW	Supplier Product Code:	First Offer - \$135.00	30 / each	\$4,050.00	Y
PNC2119323B1--03-70	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, OTHER SURFACES, WHITE, SOLID, 6 INCH	Supplier Product Code:	First Offer - \$6,000.00	1 / mile	\$6,000.00	Y
PNC2119323B1--03-71	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, OTHER SURFACES, WHITE, SOLID, 8 INCH	Supplier Product Code:	First Offer - \$6,500.00	0.5 / mile	\$3,250.00	Y
PNC2119323B1--03-72	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, WHITE, SKIP, 6 INCH, 10-30 OR 3-9 LANE DROP	Supplier Product Code:	First Offer - \$6,000.00	1 / mile	\$6,000.00	Y
PNC2119323B1--03-73	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, OTHER SURFACES, YELLOW, SOLID, 6 INCH	Supplier Product Code:	First Offer - \$6,000.00	1 / mile	\$6,000.00	Y
PNC2119323B1--03-74	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, OTHER SURFACES, YELLOW, SOLID, 8 INCH	Supplier Product Code:	First Offer - \$6,300.00	0.5 / mile	\$3,150.00	Y
PNC2119323B1--03-75	Signing and Pavement Markings: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, OTHER SURFACES, YELLOW, SKIP, 6 INCH	Supplier Product Code:	First Offer - \$6,000.00	0.5 / mile	\$3,000.00	Y
PNC2119323B1--03-76	Signing and Pavement Markings:	Supplier Product Code:	First Offer - \$10.00	2000 / square foot	\$20,000.00	Y

THERMOPLASTIC
PAVEMENT
MARKINGS,
REMOVE, NON-
CONFLICTING ONLY

Code:

Bid Allowance \$450,000.00

Lot Total \$1,187,039.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2119323B1--04-01	Lighting: LIGHTING CONDUCTORS. , INSULATED, No. 10 OR <	Supplier Product Code:	First Offer - \$1.00	500 / linear foot	\$500.00	Y
PNC2119323B1--04-02	Lighting: LIGHTING CONDUCTORS. , INSULATED No. 8 TO 6	Supplier Product Code:	First Offer - \$3.00	15000 / linear foot	\$45,000.00	Y
PNC2119323B1--04-03	Lighting: LIGHTING CONDUCTORS. , INSULATED No. 4 TO 2	Supplier Product Code:	First Offer - \$4.00	5000 / linear foot	\$20,000.00	Y
PNC2119323B1--04-04	Lighting: LIGHTING CONDUCTORS. REMOVE AND DISPOSE, CONTRACTOR OWNS	Supplier Product Code:	First Offer - \$0.50	500 / linear foot	\$250.00	Y
PNC2119323B1--04-05	Lighting: LIGHTING CONDUCTORS. REMOVE AND STOCKPILE, FDOT OR MAINTAINING AGENCY OWNS	Supplier Product Code:	First Offer - \$0.50	500 / linear foot	\$250.00	Y
PNC2119323B1--04-06	Lighting: LOAD CENTER. , SECONDARY VOLTAGE	Supplier Product Code:	First Offer - \$10,000.00	5 / each	\$50,000.00	Y
PNC2119323B1--04-07	Lighting: LOAD CENTER. , PRIMARY VOLTAGE	Supplier Product Code:	First Offer - \$11,000.00	1 / each	\$11,000.00	Y
PNC2119323B1--04-08	Lighting: LOAD CENTER. REMOVE, SECONDARY VOLTAGE.	Supplier Product Code:	First Offer - \$775.00	1 / each	\$775.00	Y
PNC2119323B1--04-09	Lighting: LOAD CENTER. REMOVE, PRIMARY VOLTAGE.	Supplier Product Code:	First Offer - \$775.00	1 / each	\$775.00	Y
PNC2119323B1--04-10	Lighting: LUMINAIRE, LED	Supplier Product Code:	First Offer - \$1,495.00	300 / each	\$448,500.00	Y
PNC2119323B1--04-11	Lighting: LIGHTING POLE CABLE DISTRIBUTION	Supplier Product Code:	First Offer - \$1,000.00	2 / each	\$2,000.00	Y

SYSTEM.						
PNC2119323B1--04-12	Lighting: LIGHT POLE COMPLETE, 30FT MH LUMINAIRE, POLE, FOUNDATION.	Supplier Product Code:	First Offer - \$6,000.00	2 / each	\$12,000.00	Y
PNC2119323B1--04-13	Lighting: LIGHT POLE COMPLETE, 35FT MH LUMINAIRE, POLE, FOUNDATION.	Supplier Product Code:	First Offer - \$6,500.00	2 / each	\$13,000.00	Y
PNC2119323B1--04-14	Lighting: LIGHT POLE COMPLETE, 40FT MH LUMINAIRE, POLE, FOUNDATION.	Supplier Product Code:	First Offer - \$7,000.00	30 / each	\$210,000.00	Y
PNC2119323B1--04-15	Lighting: LIGHT POLE COMPLETE, 45FT MH LUMINAIRE, POLE, FOUNDATION.	Supplier Product Code:	First Offer - \$7,500.00	50 / each	\$375,000.00	Y
PNC2119323B1--04-16	Lighting: LIGHT POLE COMPLETE, 50FT MH LUMINAIRE, POLE, FOUNDATION.	Supplier Product Code:	First Offer - \$8,250.00	2 / each	\$16,500.00	Y
PNC2119323B1--04-17	Lighting: LIGHT POLE COMPLETE, RELOCATE	Supplier Product Code:	First Offer - \$4,000.00	2 / each	\$8,000.00	Y
PNC2119323B1--04-18	Lighting: LIGHT POLE COMPLETE, REMOVE, LUMINAIRE, POLE, FOUNDATION.	Supplier Product Code:	First Offer - \$1,300.00	50 / each	\$65,000.00	Y
PNC2119323B1--04-19	Lighting: LIGHT POLE COMPLETE,REMOVE, LUMINAIRE, POLE, FOUNDATION REMAINS	Supplier Product Code:	First Offer - \$800.00	3 / each	\$2,400.00	Y
PNC2119323B1--04-20	Lighting: LIGHT POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	Supplier Product Code:	First Offer - \$900.00	50 / each	\$45,000.00	Y
PNC2119323B1--04-21	Lighting: LIGHTING POLE COMPLETE.	Supplier Product Code:	First Offer - \$8,400.00	50 / each	\$420,000.00	Y
PNC2119323B1--04-22	Lighting: LIGHTING POLE COMPLETE.	Supplier Product Code:	First Offer - \$8,750.00	50 / each	\$437,500.00	Y
PNC2119323B1--04-23	Lighting: LUMINAIRE	Supplier Product	First Offer - \$2,650.00	25 / each	\$66,250.00	Y

Code:						
PNC2119323B1--04-24	Lighting: LUMINAIRE	Supplier Product Code:	First Offer - \$2,650.00	50 / each	\$132,500.00	Y
Bid Allowance			\$450,000.00			
					Lot Total	\$2,382,200.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2119323B1--05-01	Utility: UTILITY FITTINGS.. REMOVE AND DISPOSE	Supplier Product Code:	First Offer - \$180.00	3 / each	\$540.00	Y
PNC2119323B1--05-02	Utility: UTILITY FIXTURE, VALVE, METER BOX. FURNISH & INSTALL, 1.5 INCH	Supplier Product Code:	First Offer - \$635.00	3 / each	\$1,905.00	Y
PNC2119323B1--05-03	Utility: UTILITY FIXTURE, VALVE, METER BOX. FURNISH & INSTALL, 2 INCH.	Supplier Product Code:	First Offer - \$800.00	3 / each	\$2,400.00	Y
PNC2119323B1--05-04	Utility: UTILITY FIXTURE, VALVE, METER BOX. ADJUST.	Supplier Product Code:	First Offer - \$500.00	3 / each	\$1,500.00	Y
PNC2119323B1--05-05	Utility: FIRE HYDRANT. RELOCATE	Supplier Product Code:	First Offer - \$1,800.00	3 / each	\$5,400.00	Y
Bid Allowance			\$450,000.00			
					Lot Total	\$11,745.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2119323B1--06-01	Water and Sanitary Pressure Main: UTILITY FIXTURE, AIR RELEASE VALVE	Supplier Product Code:	First Offer - \$7,000.00	2 / each	\$14,000.00	Y
PNC2119323B1--06-02	Water and Sanitary Pressure Main: UTILITY FIXTURE, AIR RELEASE VALVE	Supplier Product Code:	First Offer - \$7,000.00	2 / each	\$14,000.00	Y
PNC2119323B1--06-03	Water and Sanitary Pressure Main: UTILITY FIXTURE, FIRE HYDRANT	Supplier Product Code:	First Offer - \$1,900.00	6 / each	\$11,400.00	Y
PNC2119323B1--06-04	Water and Sanitary	Supplier Product Code:	First Offer - \$390.00	3 / each	\$1,170.00	Y

Pressure Main: **Code:**
 UTILITY
 FIXTURE,
 SERVICE
 SADDLE

PNC2119323B1--06-05	Water and Sanitary Pressure Main: UTILITY FIXTURE, CEMENT LINED DIP PIPE	Supplier Product Code:	First Offer - \$38.00	250 / linear foot	\$9,500.00	Y
PNC2119323B1--06-06	Water and Sanitary Pressure Main: UTILITY FIXTURE, CEMENT LINED DIP PIPE	Supplier Product Code:	First Offer - \$48.00	280 / linear foot	\$13,440.00	Y
PNC2119323B1--06-07	Water and Sanitary Pressure Main: UTILITY FIXTURE, CEMENT LINED DIP PIPE	Supplier Product Code:	First Offer - \$52.00	2000 / linear foot	\$104,000.00	Y
PNC2119323B1--06-08	Water and Sanitary Pressure Main: UTILITY FIXTURE, DIP PIPE	Supplier Product Code:	First Offer - \$43.00	250 / linear foot	\$10,750.00	Y
PNC2119323B1--06-09	Water and Sanitary Pressure Main: UTILITY FIXTURE, DIP PIPE	Supplier Product Code:	First Offer - \$69.00	280 / linear foot	\$19,320.00	Y
PNC2119323B1--06-10	Water and Sanitary Pressure Main: UTILITY FIXTURE, DIP PIPE	Supplier Product Code:	First Offer - \$52.00	2000 / linear foot	\$104,000.00	Y
PNC2119323B1--06-11	Water and Sanitary Pressure Main: UTILITY FIXTURE, HDPE PIPE	Supplier Product Code:	First Offer - \$29.50	700 / linear foot	\$20,650.00	Y
PNC2119323B1--06-12	Water and Sanitary Pressure Main: UTILITY FIXTURE, HDPE PIPE	Supplier Product Code:	First Offer - \$38.50	250 / linear foot	\$9,625.00	Y

PNC2119323B1--06-13	Water and Sanitary Pressure Main: UTILITY FIXTURE, HDPE PIPE	Supplier Product Code:	First Offer - \$42.50	2500 / linear foot	\$106,250.00	Y
PNC2119323B1--06-14	Water and Sanitary Pressure Main: UTILITY FIXTURE, HDPE PIPE	Supplier Product Code:	First Offer - \$60.00	250 / linear foot	\$15,000.00	Y
PNC2119323B1--06-15	Water and Sanitary Pressure Main: UTILITY FIXTURE, CEMENT LINED FITTINGS	Supplier Product Code:	First Offer - \$400.00	8 / each	\$3,200.00	Y
PNC2119323B1--06-16	Water and Sanitary Pressure Main: UTILITY FIXTURE, CEMENT LINED DIP FITTINGS	Supplier Product Code:	First Offer - \$550.00	12 / each	\$6,600.00	Y
PNC2119323B1--06-17	Water and Sanitary Pressure Main: UTILITY FIXTURE, CEMENT LINED DIP FITTINGS	Supplier Product Code:	First Offer - \$180.00	5 / each	\$900.00	Y
PNC2119323B1--06-18	Water and Sanitary Pressure Main: UTILITY FIXTURE, CEMENT LINED DIP FITTINGS	Supplier Product Code:	First Offer - \$300.00	6 / each	\$1,800.00	Y
PNC2119323B1--06-19	Water and Sanitary Pressure Main: UTILITY FIXTURE, CEMENT LINED DIP FITTINGS	Supplier Product Code:	First Offer - \$500.00	5 / each	\$2,500.00	Y
PNC2119323B1--06-20	Water and Sanitary Pressure Main: UTILITY FIXTURE,	Supplier Product Code:	First Offer - \$350.00	5 / each	\$1,750.00	Y

CEMENT
LINED DIP
FITTINGS

PNC2119323B1--06-21	Water and Sanitary Pressure Main: UTILITY FIXTURE, CEMENT LINED DIP FITTINGS	Supplier Product Code:	First Offer - \$450.00	30 / each	\$13,500.00	Y
PNC2119323B1--06-22	Water and Sanitary Pressure Main: UTILITY FIXTURE, CEMENT LINED DIP FITTINGS	Supplier Product Code:	First Offer - \$600.00	10 / each	\$6,000.00	Y
PNC2119323B1--06-23	Water and Sanitary Pressure Main: UTILITY FIXTURE, CEMENT LINED DIP FITTINGS	Supplier Product Code:	First Offer - \$400.00	5 / each	\$2,000.00	Y
PNC2119323B1--06-24	Water and Sanitary Pressure Main: UTILITY FIXTURE, DUCTILE IRON FITTINGS	Supplier Product Code:	First Offer - \$375.00	15 / each	\$5,625.00	Y
PNC2119323B1--06-25	Water and Sanitary Pressure Main: UTILITY FIXTURE, DUCTILE IRON FITTINGS	Supplier Product Code:	First Offer - \$700.00	5 / each	\$3,500.00	Y
PNC2119323B1--06-26	Water and Sanitary Pressure Main: UTILITY FIXTURE, DUCTILE IRON FITTINGS	Supplier Product Code:	First Offer - \$390.00	5 / each	\$1,950.00	Y
PNC2119323B1--06-27	Water and Sanitary Pressure Main: UTILITY FIXTURE, DUCTILE IRON FITTINGS	Supplier Product Code:	First Offer - \$400.00	5 / each	\$2,000.00	Y
PNC2119323B1--06-28	Water and	Supplier	First Offer - \$800.00	5 / each	\$4,000.00	Y

	Sanitary Pressure Main: UTILITY FIXTURE, DUCTILE IRON FITTINGS	Product Code:				
PNC2119323B1--06-29	Water and Sanitary Pressure Main: UTILITY FIXTURE, DUCTILE IRON FITTINGS	Supplier Product Code:	First Offer - \$490.00	5 / each	\$2,450.00	Y
PNC2119323B1--06-30	Water and Sanitary Pressure Main: UTILITY FIXTURE, DUCTILE IRON FITTINGS	Supplier Product Code:	First Offer - \$600.00	30 / each	\$18,000.00	Y
PNC2119323B1--06-31	Water and Sanitary Pressure Main: UTILITY FIXTURE, DUCTILE IRON FITTINGS	Supplier Product Code:	First Offer - \$950.00	10 / each	\$9,500.00	Y
PNC2119323B1--06-32	Water and Sanitary Pressure Main: UTILITY FIXTURE, DUCTILE IRON FITTINGS	Supplier Product Code:	First Offer - \$590.00	5 / each	\$2,950.00	Y
PNC2119323B1--06-33	Water and Sanitary Pressure Main: UTILITY FIXTURE, HDPE FITTINGS	Supplier Product Code:	First Offer - \$700.00	25 / each	\$17,500.00	Y
PNC2119323B1--06-34	Water and Sanitary Pressure Main: UTILITY FIXTURE, HDPE FITTINGS	Supplier Product Code:	First Offer - \$900.00	25 / each	\$22,500.00	Y
PNC2119323B1--06-35	Water and Sanitary Pressure Main: UTILITY FIXTURE, FITTINGS	Supplier Product Code:	First Offer - \$250.00	25 / each	\$6,250.00	Y
PNC2119323B1--06-36	Water and Sanitary Pressure Main: UTILITY	Supplier Product Code:	First Offer - \$200.00	25 / each	\$5,000.00	Y

FIXTURE,
FITTINGS

PNC2119323B1--06-37	Water and Sanitary Pressure Main: UTILITY FIXTURE, FITTINGS	Supplier Product Code:	First Offer - \$300.00	25 / each	\$7,500.00	Y
PNC2119323B1--06-38	Water and Sanitary Pressure Main: UTILITY FIXTURE, FITTINGS	Supplier Product Code:	First Offer - \$250.00	25 / each	\$6,250.00	Y
PNC2119323B1--06-39	Water and Sanitary Pressure Main: UTILITY FIXTURE, FITTINGS	Supplier Product Code:	First Offer - \$200.00	25 / each	\$5,000.00	Y
PNC2119323B1--06-40	Water and Sanitary Pressure Main: UTILITY FIXTURE, FITTINGS	Supplier Product Code:	First Offer - \$350.00	25 / each	\$8,750.00	Y
PNC2119323B1--06-41	Water and Sanitary Pressure Main: UTILITY FIXTURE, FITTINGS	Supplier Product Code:	First Offer - \$200.00	25 / each	\$5,000.00	Y
PNC2119323B1--06-42	Water and Sanitary Pressure Main: UTILITY FIXTURE, FITTINGS	Supplier Product Code:	First Offer - \$350.00	25 / each	\$8,750.00	Y
PNC2119323B1--06-43	Water and Sanitary Pressure Main: UTILITY FIXTURE, TAPPING VALVE	Supplier Product Code:	First Offer - \$4,000.00	10 / each	\$40,000.00	Y
PNC2119323B1--06-44	Water and Sanitary Pressure Main: UTILITY FIXTURE, GATE VALVE	Supplier Product Code:	First Offer - \$1,275.00	12 / each	\$15,300.00	Y
PNC2119323B1--06-45	Water and Sanitary Pressure Main: UTILITY	Supplier Product Code:	First Offer - \$2,000.00	12 / each	\$24,000.00	Y

FIXTURE, GATE VALVE						
PNC2119323B1--06-46	Water and Sanitary Pressure Main: UTILITY FIXTURE, GATE VALVE	Supplier Product Code:	First Offer - \$1,500.00	3 / each	\$4,500.00	Y
Bid Allowance			\$450,000.00			
			Lot Total		\$717,630.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2119323B1--07-01	Sanitary Pressure Main: UTILITY FIXTURE, LIFT STATION	Supplier Product Code:	First Offer - \$125,000.00	10 / each	\$1,250,000.00	Y
PNC2119323B1--07-02	Sanitary Pressure Main: UTILITY FIXTURE, TANK CLOSURE	Supplier Product Code:	First Offer - \$2,990.00	10 / each	\$29,900.00	Y
Bid Allowance			\$450,000.00			
			Lot Total		\$1,279,900.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2119323B1--08-01	Civil: CONCRETE CAR STOP	Supplier Product Code:	First Offer - \$43.00	175 / each	\$7,525.00	Y
Bid Allowance			\$450,000.00			
			Lot Total		\$7,525.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2119323B1--09-01	Landscaping: PERFORMANCE TURF, SOD, BAHIA GRASS	Supplier Product Code:	First Offer - \$2.80	10000 / square yard	\$28,000.00	Y
PNC2119323B1--09-02	Landscaping: PERFORMANCE TURF, SOD, ST. AUGUSTINE	Supplier Product Code:	First Offer - \$3.25	10000 / square yard	\$32,500.00	Y
PNC2119323B1--09-03	Landscaping: PLASTIC EROSION MAT, TURF REINFORCED MAT, TYPE 1, 2, 3	Supplier Product Code:	First Offer - \$10.00	100 / square yard	\$1,000.00	Y
PNC2119323B1--09-04	Landscaping: MISCELLANEOUS GROUND COVER/SHRUBS INSTALLATION (1-GALLON CONTAINER)	Supplier Product Code:	First Offer - \$10.00	500 / each	\$5,000.00	Y
PNC2119323B1--09-05	Landscaping: MISCELLANEOUS NATIVE GRASSES INSTALLATION (1-GALLON CONTAINER)	Supplier Product Code:	First Offer - \$10.00	500 / each	\$5,000.00	Y

PNC2119323B1--09-06	Landscaping: MISCELLANEOUS GROUND COVER/SHRUB INSTALLATION (3- GALLON CONTAINER)	Supplier Product Code:	First Offer - \$25.00	250 / each	\$6,250.00	Y
PNC2119323B1--09-07	Landscaping: MISCELLANEOUS SHRUB INSTALLATION (7-GALLON CONTAINER)	Supplier Product Code:	First Offer - \$60.00	50 / each	\$3,000.00	Y
PNC2119323B1--09-08	Landscaping: SPECIALTY SHRUB INSTALLATION (7- GALLON CONTAINER)	Supplier Product Code:	First Offer - \$40.00	50 / each	\$2,000.00	Y
PNC2119323B1--09-09	Landscaping: SPECIALTY GROUND COVER/SHRUB INSTALLATION (3- GALLON CONTAINER)	Supplier Product Code:	First Offer - \$80.00	50 / each	\$4,000.00	Y
PNC2119323B1--09-10	Landscaping: MISCELLANEOUS UNDERSTORY TREE - UP TO 10 OVERALL HEIGHT	Supplier Product Code:	First Offer - \$600.00	50 / each	\$30,000.00	Y
PNC2119323B1--09-11	Landscaping: MISCELLANEOUS MULTI-TRUNK UNDERSTORY TREE - UP TO 10 FEET OVERALL HEIGHT	Supplier Product Code:	First Offer - \$600.00	50 / each	\$30,000.00	Y
PNC2119323B1--09-12	Landscaping: MISCELLANEOUS LARGE TREE, 12-16 OVERALL HEIGHT	Supplier Product Code:	First Offer - \$1,000.00	50 / each	\$50,000.00	Y
PNC2119323B1--09-13	Landscaping: LARGE SPECIALTY OR SPECIMEN TREE, 14-20 OVERALL HEIGHT	Supplier Product Code:	First Offer - \$2,000.00	50 / each	\$100,000.00	Y
PNC2119323B1--09-14	Landscaping: MISCELLANEOUS FLOWERING TREE, UP TO 10 FEET OVERALL HEIGHT	Supplier Product Code:	First Offer - \$600.00	50 / each	\$30,000.00	Y
PNC2119323B1--09-15	Landscaping: MISCELLANEOUS FLOWERING TREE, 11 FEET-14 FEET OVERALL HEIGHT	Supplier Product Code:	First Offer - \$750.00	50 / each	\$37,500.00	Y
PNC2119323B1--09-16	Landscaping: ROYAL PALM (ROYSTONEA REGIA) PLANT, UP TO 15 OVERALL HEIGHT	Supplier Product Code:	First Offer - \$700.00	100 / each	\$70,000.00	Y
PNC2119323B1--09-17	Landscaping: ROYAL PALM (ROYSTONEA	Supplier Product Code:	First Offer - \$1,200.00	50 / each	\$60,000.00	Y

	REGIA) PLANT, 16-22 OVERALL HEIGHT	Code:				
PNC2119323B1--09-18	Landscaping: SABAL/CABBAGE PALM (SABAL PALMETTO) PLANT, UP TO 12 OVERALL HEIGHT	Supplier Product Code:	First Offer - \$400.00	50 / each	\$20,000.00	Y
PNC2119323B1--09-19	Landscaping: SABAL/CABBAGE PALM (SABAL PALMETTO) PLANT, 13-18 OVERALL HEIGHT	Supplier Product Code:	First Offer - \$500.00	50 / each	\$25,000.00	Y
PNC2119323B1--09-20	Landscaping: FRANGIBLE PALM (THRINAX RADIATA), PLANT, UP TO 12 FEET OVERALL HEIGHT	Supplier Product Code:	First Offer - \$800.00	50 / each	\$40,000.00	Y
PNC2119323B1--09-21	Landscaping: FRANGIBLE PALM (PTYCHOSPERMA ELEGANS) PLANT, 13 FEET TO 20 FEET OVERALL HEIGHT	Supplier Product Code:	First Offer - \$800.00	50 / each	\$40,000.00	Y
PNC2119323B1--09-22	Landscaping: TREE RELOCATION, UP TO 8 INCH DBH.	Supplier Product Code:	First Offer - \$2,000.00	20 / each	\$40,000.00	Y
PNC2119323B1--09-23	Landscaping: PALM RELOCATION, UP TO 30 FEET HT.	Supplier Product Code:	First Offer - \$1,500.00	10 / each	\$15,000.00	Y
PNC2119323B1--09-24	Landscaping: PALM RELOCATION, OVER 30 FEET HT.	Supplier Product Code:	First Offer - \$2,000.00	5 / each	\$10,000.00	Y
PNC2119323B1--09-25	Landscaping: LANDSCAPE SOIL, Cubic Yard	Supplier Product Code:	First Offer - \$70.00	1000 / cubic yard	\$70,000.00	Y
PNC2119323B1--09-26	Landscaping: EXOTIC / INVASIVE VEGETATION REMOVAL	Supplier Product Code:	First Offer - \$10,000.00	2 / each	\$20,000.00	Y
PNC2119323B1--09-27	Landscaping: ROOT BARRIER, 24 INCH PLASTIC PANEL	Supplier Product Code:	First Offer - \$20.00	300 / linear foot	\$6,000.00	Y
PNC2119323B1--09-28	Landscaping: ROOT BARRIER, 36 INCH BIO- BARRIER	Supplier Product Code:	First Offer - \$30.00	300 / linear foot	\$9,000.00	Y
PNC2119323B1--09-29	Landscaping: ROOT PRUNING/TREE TRIMMING CREW, 3- PERSON CREW, 4 HR MINIMUM CHARGE	Supplier Product Code:	First Offer - \$250.00	100 / hour	\$25,000.00	Y
PNC2119323B1--09-30	Landscaping: TREE REMOVAL CREW, 3- PERSON CREW, 4 HR MINIMUM CHARGE	Supplier Product Code:	First Offer - \$350.00	100 / hour	\$35,000.00	Y

PNC2119323B1--09-31	Landscaping: CERTIFIED ARBORIST	Supplier Product Code:	First Offer - \$80.00	50 / hour	\$4,000.00	Y
PNC2119323B1--09-32	Landscaping: ADDITIONAL LABORER	Supplier Product Code:	First Offer - \$50.00	500 / hour	\$25,000.00	Y
PNC2119323B1--09-33	Landscaping: SKILLED LABORER	Supplier Product Code:	First Offer - \$60.00	500 / hour	\$30,000.00	Y
PNC2119323B1--09-34	Landscaping: SUPPLEMENTAL WATERING (IN KGAL)	Supplier Product Code:	First Offer - \$20.00	500 / each	\$10,000.00	Y
PNC2119323B1--09-35	Landscaping: SUPPLEMENTAL MULCH	Supplier Product Code:	First Offer - \$50.00	500 / each	\$25,000.00	Y
PNC2119323B1--09-36	Landscaping: LANDSCAPE BED PREPARATION	Supplier Product Code:	First Offer - \$15.00	500 / square yard	\$7,500.00	Y
PNC2119323B1--09-37	Landscaping: LANDSCAPE PEST MANAGEMENT. HERBICIDE / PESTICIDE APPLICATION	Supplier Product Code:	First Offer - \$4.00	500 / square yard	\$2,000.00	Y
PNC2119323B1--09-38	Landscaping: GRAVEL / CRUSHED STONE	Supplier Product Code:	First Offer - \$55.00	100 / each	\$5,500.00	Y
PNC2119323B1--09-39	Landscaping: PRECAST CONCRETE PLANTER	Supplier Product Code:	First Offer - \$800.00	10 / each	\$8,000.00	Y
PNC2119323B1--09-40	Landscaping: CUSTOM PRECAST CONCRETE ELEMENT	Supplier Product Code:	First Offer - \$490.00	20 / each	\$9,800.00	Y

Bid Allowance

\$450,000.00

Lot Total \$976,050.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2119323B1--10-01	Irrigation: SPRINKLER HEADS - 6 INCH POP-UP ROTORS	Supplier Product Code:	First Offer - \$55.00	100 / each	\$5,500.00	Y
PNC2119323B1--10-02	Irrigation: SPRINKLER HEADS - 6 INCH POP-UP SPRAY HEADS	Supplier Product Code:	First Offer - \$40.00	200 / each	\$8,000.00	Y
PNC2119323B1--10-03	Irrigation: SPRINKLER HEADS - 12 INCH POP-UP SPRAY HEADS	Supplier Product Code:	First Offer - \$45.00	100 / each	\$4,500.00	Y
PNC2119323B1--10-04	Irrigation:	Supplier	First Offer - \$30.00	100 / each	\$3,000.00	Y

	BUBBLER HEADS	Product Code:				
PNC2119323B1--10-05	Irrigation: QUICK COUPLER VALVE - (MAIN LINE SIZE (2-INCH))	Supplier Product Code:	First Offer - \$325.00	50 / each	\$16,250.00	Y
PNC2119323B1--10-06	Irrigation: REMOTE CONTROL IRRIGATION VALVE	Supplier Product Code:	First Offer - \$425.00	100 / each	\$42,500.00	Y
PNC2119323B1--10-07	Irrigation: ISOLATION VALVE	Supplier Product Code:	First Offer - \$375.00	10 / each	\$3,750.00	Y
PNC2119323B1--10-08	Irrigation: VALVE BOX	Supplier Product Code:	First Offer - \$75.00	50 / each	\$3,750.00	Y
PNC2119323B1--10-09	Irrigation: IRRIGATION WIRING	Supplier Product Code:	First Offer - \$0.50	5000 / linear foot	\$2,500.00	Y
PNC2119323B1--10-10	Irrigation: IRRIGATION CONTROLLER, UP TO A 6-STATION	Supplier Product Code:	First Offer - \$1,375.00	5 / each	\$6,875.00	Y
PNC2119323B1--10-11	Irrigation: IRRIGATION CONTROLLER. 8- TO 12-STATION CONTROLLER	Supplier Product Code:	First Offer - \$1,750.00	5 / each	\$8,750.00	Y
PNC2119323B1--10-12	Irrigation: ADD EXPANSION MODULES FOR EXISTING CONTROLLER	Supplier Product Code:	First Offer - \$325.00	5 / each	\$1,625.00	Y
PNC2119323B1--10-13	Irrigation: MISCELLANEOUS IRRIGATION SYSTEM / CONTROLLER ADJUSTMENTS (ADJUST TIMER OPERATION	Supplier Product Code:	First Offer - \$1,500.00	5 / each	\$7,500.00	Y
PNC2119323B1--10-14	Irrigation: 4 INCH PVC PIPE, SCH. 40, WITH DUCTILE IRON FITTINGS	Supplier Product Code:	First Offer - \$16.00	500 / linear foot	\$8,000.00	Y
PNC2119323B1--10-15	Irrigation: 3 INCH PVC PIPE, SCH. 40, WITH SCH. 40 FITTINGS	Supplier Product Code:	First Offer - \$7.00	500 / linear foot	\$3,500.00	Y
PNC2119323B1--10-16	Irrigation: 2 INCH PVC PIPE,	Supplier Product Code:	First Offer - \$6.00	1000 / linear foot	\$6,000.00	Y

	SCH. 40, WITH SCH. 40 FITTINGS	Code:				
PNC2119323B1--10-17	Irrigation: 1 INCH PVC PIPE, SCH. 40, WITH SCH. 40 FITTINGS	Supplier Product Code:	First Offer - \$1.65	2000 / linear foot	\$3,300.00	Y
PNC2119323B1--10-18	Irrigation: 3/4 INCH PVC PIPE, SCH. 40, WITH SCH. 40 FITTINGS	Supplier Product Code:	First Offer - \$1.25	4000 / linear foot	\$5,000.00	Y
PNC2119323B1--10-19	Irrigation: 2 INCH PVC SLEEVE, SCH. 40	Supplier Product Code:	First Offer - \$6.00	300 / linear foot	\$1,800.00	Y
PNC2119323B1--10-20	Irrigation: 4 INCH PVC SLEEVE, SCH. 40	Supplier Product Code:	First Offer - \$8.00	100 / linear foot	\$800.00	Y
PNC2119323B1--10-21	Irrigation: 6 INCH PVC SLEEVE, SCH. 40	Supplier Product Code:	First Offer - \$13.50	100 / linear foot	\$1,350.00	Y
PNC2119323B1--10-22	Irrigation: COMPLETE WATER SERVICE FOR IRRIGATION. (FOR 2INCH LINE)	Supplier Product Code:	First Offer - \$3,500.00	5 / each	\$17,500.00	Y
PNC2119323B1--10-23	Irrigation: 2 INCH DIRECTIONAL BORE	Supplier Product Code:	First Offer - \$29.75	1000 / linear foot	\$29,750.00	Y
PNC2119323B1--10-24	Irrigation: 4 INCH DIRECTIONAL BORE	Supplier Product Code:	First Offer - \$35.75	200 / linear foot	\$7,150.00	Y
PNC2119323B1--10-25	Irrigation: 6 INCH DIRECTIONAL BORE	Supplier Product Code:	First Offer - \$39.50	200 / linear foot	\$7,900.00	Y
PNC2119323B1--10-26	Irrigation: 5 HP PUMP STATION	Supplier Product Code:	First Offer - \$15,000.00	5 / each	\$75,000.00	Y
PNC2119323B1--10-27	Irrigation: 10 HP PUMP STATION	Supplier Product Code:	First Offer - \$25,650.00	5 / each	\$128,250.00	Y
PNC2119323B1--10-28	Irrigation: RUST INHIBITOR SYSTEM - (FOR PUMP STATION)	Supplier Product Code:	First Offer - \$1,500.00	10 / each	\$15,000.00	Y
PNC2119323B1--10-29	Irrigation: IRRIGATION WELL (4-INCH)	Supplier Product Code:	First Offer - \$115.00	100 / linear foot	\$11,500.00	Y

WELL DRILLING AND CASING						
PNC2119323B1--10-30	Irrigation: IRRIGATION WELL (6-INCH) WELL DRILLING AND CASING	Supplier Product Code:	First Offer - \$125.00	100 / linear foot	\$12,500.00	Y
PNC2119323B1--10-31	Irrigation: IRRIGATION PUMP STATION CANAL / LAKE INTAKE PIPE WITH ACCESSORIES	Supplier Product Code:	First Offer - \$4,500.00	5 / each	\$22,500.00	Y
PNC2119323B1--10-32	Irrigation: ELECTRICAL SERVICE POINT	Supplier Product Code:	First Offer - \$6,900.00	5 / each	\$34,500.00	Y
Bid Allowance			\$450,000.00			
					Lot Total	\$505,800.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2119323B1--11-01	Equipment and Labor: HOURLY LABOR RATE FOR BACKHOE WITH OPERATOR AND FUEL	Supplier Product Code:	First Offer - \$165.00	40 / hour	\$6,600.00	Y
PNC2119323B1--11-02	Equipment and Labor: HOURLY LABOR RATE FOR BUCKET TRUCK/PERSONNEL LIFT WITH OPERATOR AND FUEL	Supplier Product Code:	First Offer - \$145.00	40 / hour	\$5,800.00	Y
PNC2119323B1--11-03	Equipment and Labor: HOURLY LABOR RATE FOR EQUIPMENT OPERATORS	Supplier Product Code:	First Offer - \$61.80	500 / hour	\$30,900.00	Y
PNC2119323B1--11-04	Equipment and Labor: HOURLY LABOR RATE FOR SKILLED LABORERS	Supplier Product Code:	First Offer - \$61.80	500 / hour	\$30,900.00	Y
PNC2119323B1--11-05	Equipment and Labor: HOURLY LABOR RATE FOR MINI EXCAVATOR WITH OPERATOR AND FUEL.	Supplier Product Code:	First Offer - \$120.00	40 / hour	\$4,800.00	Y
PNC2119323B1--11-06	Equipment and Labor: HOURLY LABOR RATE FOR SKID STEER LOADER WITH OPERATOR AND FUEL.	Supplier Product Code:	First Offer - \$120.00	40 / hour	\$4,800.00	Y
PNC2119323B1--11-07	Equipment and Labor: HOURLY LABOR RATE FOR TRUCK CRANE (18 TON RATED) WITH OPERATOR AND FUEL.	Supplier Product Code:	First Offer - \$149.00	40 / hour	\$5,960.00	Y
Bid Allowance			\$450,000.00			

Lot Total

\$89,760.00

Supplier Total **\$23,139,541.00**

Bid Bond from Surety2000**Weekley Asphalt Paving, Inc.**

Surety	Surety2000
Bid Bond Number	SFL19204765
Bond Type	0001
Bond Form	Bid Bond in accordance with Contract Specifications
Bid Date	10/18/2019
Bid ID	PNC2119323B1
Security Percent	5%
Job Description	Roadway Drainage, Traffic and Miscellaneous Construction

Agency ID	A12063170
Name	USI Insurance Services National
Address	2601 S Bayshore Drive, Suite 1600, Coconut Grove, Florida 33133, United States
Phone	786-785-1126
Contact Name	Francys Tolon
Bond Status	
Execution Date	10/14/2019 5:33:46 PM
Executed By	Richard Arcadio Rodriguez 2601 S Bayshore Drive Ste 1600, Coconut Grove, Florida 33133, United States 305-443-4886

Contractor ID	
Name	Weekley Asphalt Paving, Inc.
Contractor Tax ID	59-0753039
Assigned Contractor ID	3162063114
Address	20701 Stirling Road, Pembroke Pines, Florida 33332, United States
Phone	954-680-8005

Name	Broward County Board of County Commissioners
Address	115 S. Andrews Ave Room 212, Fort Lauderdale, Florida 33301, United States

Surety ID	SD11003030
Name	Western Surety Company
NAIC Number	13188
State of Incorporation	South Dakota

Contact

Address 151 N Franklin Street, Chicago, Illinois 60606, United States

Phone

Terror Rider <http://legacy.surety2000.com/Riders/SD11003030-WesternSuretyCertofComp.pdf>

WEEKLEY ASPHALT PAVING, INC.

Item: **Roadway:COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE.**

Attachments

Broward County attachments.pdf



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

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

Solicitation No.: PNC2119323B1

Project Title: Roadway, Drainage, Traffic Miscellaneous Construction

Bidder/Offeror Name: Weekley Asphalt Paving, Inc.

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

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

CBE Firm/Supplier Name: CHIN DIESER, INC.

Address: 9801 NW 3RD ST City: P. Pines State: FL Zip: 33024

Authorized Representative: LEON CHINYU Phone: 786-229-3336

- 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
<u>Supply and delivering materials</u>	<u>484110, 238990</u>	<u>\$2,315,000.00</u>	<u>10 %</u>
			<u>%</u>
			<u>%</u>

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: President Date: 10-15-19

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: President Date: 10-15-19

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



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.: PNC2119323B1

Project Title: Roadway, Drainage, Traffic Miscellaneous Construction

Bidder/Offeror Name: Weekley Asphalt Paving, Inc.

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

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

CBE Firm/Supplier Name: Triple Nickel Paving Inc

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

Authorized Representative: Dan Maglio Phone: (954) 971-0984

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
<u>Paving, concrete pavers, lamp poles, pavement markings and supply</u>	<u>237310</u>	<u>\$ 4,700,000.00</u>	<u>20</u> %
	<u>327331</u>		%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: V.P. Date: 10/15/19

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: President Date: 10-15-2019

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

Attachment #1

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
14029	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Igor Calcedo Ph: 305-640-7188 Email: igor.calcedo@dot.state.fl.us	\$ 1,141,014.00	T-6358 - TRAFFIC OPERATIONS DISTRICTWIDE SAFETY PUSHBUTTON PROJECTS	The Improvements under this Contract consist of Traffic Operations Districtwide Safety Pushbutton Projects	2/13/2016	CURRENT
17098	TOWN OF DAVIE	Town of Davie 6591 Orange Drive Davie, FL 33314 Phone 954.797.1082	Jonathan Vogt Phone: 954-797-1137 jonathan_vogt@davie-fl.gov	\$6,278,108.06	ITB NO. B-17-151; NOVA DRIVE ROADWAY IMPROVEMENTS	The scope of work includes but is not limited to widening the existing multi-lane road configuration throughout the corridor to accommodate a combination of sharrows and designated bike lanes, intermittent landscape medians, right turn lanes, and the construction of a traffic round-a-bout 200' west of SW 71st Terrace together with the expansion to a four lane divided section with landscaped medians from Davie Road to College Avenue. Existing drainage facilities will be modified and new drainage facilities will be added. New sidewalks, curbing, curb ramps, roadway lighting, landscaping with irrigation, new signalization, as well as road construction,	12/19/2017	
17118	SILVER LAKES COMMUNITY ASSOC., INC.	Pines Property Management 6941 SW 196 Ave Suite 27 Pembroke Pines, FL 33332	Robert Moses, LCAM, CMCA, AMS VP of Operations/General Manager Phone: 954-438-6570 ext. 220 Fax: 954-438-9551 robert@pinespropertymanagement.com	\$1,270,888.78	SILVER LAKES ROADWAY RESURFACING PROJECT PHASE 4	The purpose of this project is to provide resurfacing and related work on the local roads as identified in the 2017 Roadway Resurfacing (Phase IV) plans for Silver Lakes, Florida. The areas to be resurfaced are defined on the drawings prepared by BTE dated 3-15-17. The contractor shall mill and resurface the areas located within the boundaries indicated on the BTE drawings. The subsequent sections of this specification describe appropriate information for this work.	10/31/2017	
27126	BROWARD CO.	Highway and Bridge Maintenance Division 1600 Blount Road, Pompano Beach, FL 33069	Leah Derfel, P.E. Email: lderfel@nmcdeng.net (305) 219-4035 Phone	\$5,599,707.17	PEMBROKE ROAD CONSTRUCTION (DYKES ROAD TO SILVER SHORES BLVD)	Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for Pembroke Road Construction (Dykes Road to Silver Shores Blvd). The improvements include reconstruction of Pembroke Road from two lanes to four lanes divided roadway with Complete Streets elements, including designated bicycle lanes, sidewalks, drainage, lighting, signalization, landscaping, and irrigation improvements. This project includes County Incentive Grant Program funding from Florida Department of Transportation (FDOT) for construction services	3/26/2018	
18031	SOUTHEAST CHEROKEE CONSTRUCTION, INC.	Southeast Cherokee Construction, Inc. 14140 SW 72nd Ave Palmetto Bay, FL 33158	Anthony Gorman Phone: (786) 236-5876 agorman@southeastcherokeekonstruction.com	\$3,525,552.15	CONTRACT # W9120R-17-C-0029, CONSTRUCTION ENTRY CONTROL COMPLEX, HOMESTEAD AFB	Furnish all labor, materials, equipment supervision and incidentals required to perform earthwork, water and sewer install, drainage, asphalt surfacing, concrete curb and sidewalk, implementation of Maintenance of Traffic, pavement markings and signage for the construction of the Entry Control Complex located on Homestead Air Force Base.	3/27/2018	
18060	RUSSELL ENGINEERING, INC.	RUSSELL ENGINEERING, INC. 2530 S.W. 36TH STREET FT. LAUDERDALE, FL 33312	Brian Gibbs, V.P. Ph: 954-692-7762 Email: brian.g@russellengr.com	\$ 1,114,438.25	COUNTY PROJECT NO. 5413, CONTRACT NO. N2114545C1, REI JOB NO. 1708010	The contract consist of milling and resurfacing Wiles Road from Riverside Drive to Rock Island Road.	7/12/2018	
18070	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Timothy Butler Ph: 954-958-7646 Email: timothy.butler@dot.state.fl.us	\$ 1,000,000.00	E-4T12, BROWARD COUNTY PUSH BUTTON CONTRACT TRAFFIC OPERATIONS	The contract consist of roadway construction, intersection improvements, roadway signing and pavement marking throughout Broward County.		

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
18114	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Colin Johnson, Project Administrator Cell: (305) 401-1615 Email: Colin.Johnson@dot.state.fl.us	\$ 1,113,869.25	T-6444, SR 934 (E 25th ST / NW 79th ST) from E 4th AVE / NW 47th AVE to E 12th AVE / NW 37th AVE	Improvements consist of Intersection improvements along SR 934 (E 25th ST / NW 79th ST)	4/8/2019	
18130	CITY OF BOCA RATON	City of Boca Raton Municipal Services Department 201 W Palmetto Park Road Boca Raton, FL 33432	Zachary Bibr, P.E. Assistant City Civil Engineer Phone: 561-416-3430 Zbibr@ci.boca-raton.fl.us	\$ 1,500,000.00	2018-056, ANNUAL GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION	The contract is for multiple roadway construction improvement projects which may include, road resurfacing, road construction, asphalt bike paths, concrete sidewalks, ADA improvements, concrete bus pads, intersection turn lanes, enhanced speed humps, roadway narrowing, pavement marking, and drainage improvements associated with road work.	5/15/2019	
18139	MIAMI-DADE CO.	Miami Dade County 111 N.W. 1st Street Miami, FL 33128	Frank Mendoza 111 NW 1st Street Miami, FL 33128 Phone: 305-375-2111 Cell: 305-281-9724 Email: mendoza@miamidade.gov	\$ 1,665,507.51	RPO NO. 2018-0177 (MCC 7360 PLAN), PUSH BUTTON SOUTH ROADWAY RESURFACING CONTRACT	The improvements under this contract consist of South Roadway Resurfacing Pushbutton Projects.	5/6/2019	
18145	SEMINOLE TRIBE OF FLORIDA	Seminole Tribe of Florida Headquarters 6300 Stirling Road Hollywood, Florida 33024	James R. Jeffers, PE 954-901-6951 email: jamesjeffers@semtb.com	\$ 6,189,208.61	JOSIE BILLIE HIGHWAY (BIA 1281) MAINTENANCE SERVICES SEGMENT 2 MILLING, RESURFACING AND SHOULDER RECONSTRUCTION	The improvements consist of Josie Billie Highway Segment 2 milling, resurfacing and shoulder reconstruction along 5.8 miles of roadway. Major components require mobilization, M.O.T., clearing, earthwork, milling, resurfacing, should reconstruction, installation of guardrail, signage and pavement marking.	12/3/2018	
19044	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Jesús Fuentes, P.E. American Engineering Group, Inc. (954) 495-6341 jfuentes@americanenggroup.com	\$ 4,133,433.17	T-4501, NE 48 / 49 ST, NE 11 AVE, SW 3RD AVE AND SE 2ND AVE	The improvements under this contract consist of milling and resurfacing, curb and gutter, sidewalk, driveways, detectable warnings, pavers, signing and pavement markings, lighting including special light poles and luminaires, utility adjustments, sod, and monitoring existing structures along NE 48/49 Street, NE 11 Avenue, and SE 2nd Avenue.	7/12/2019	
19045	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Hugo E. Da Silva, P.E. Project Administrator Phone: 954-599-9208 Email: HDaSilva@egsolutions.com	\$ 2,257,890.88	T-4503, SR 858 (HALLANDALE BEACH BLVD) FROM SERTA RAIL CROSSING NO. 628290-Y EASTERLY 0.147 MILES TO ANSIN BLVD	The improvements under this contract consist of widening, milling and resurfacing, drainage improvements, concrete sidewalk, guardrail, signing including internally illuminated, pavement markings, signalization including steel mast arms, vehicular and pedestrian detectors, fiber optic, lighting and monitor existing structures along SR 858 (Hallandale Beach Blvd).	7/27/2019	
19057	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Juan J. Hitchman Project Administrator Office: 305-640-7418 Cell: 305.968.8453 Email: Juan.Hitchman@dot.state.fl.us	\$ 1,000,000.00	E6175, PUSH BUTTON - TRAFFIC OPERATIONS SIGNAL	The contract consists of traffic operations signal improvements at various locations throughout Miami-Dade County.	6/7/2019	
19072	BROWARD CO.	Highway Construction & Engineering Division 1 N University Drive Plantation, FL 33324	Tom Muzikla P.E. GC Construction Management Supervisor Office: 954-577-4562 Cell: 954-325-1529	\$ 2,208,345.93	PNC2118234C1, SHERIDAN STREET AND DYKES ROAD INTERSECTION IMPROVEMENTS	Improvements consist of intersection improvements at Sheridan Street and Dykes Road in the Town of Southwest Ranches.	10/3/2019	

Weekley Asphalt Paving, Inc.
Equipment List

Attachment #2

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

Broward County Board of
County Commissioners

BidSync

Weekley Asphalt Paving, Inc.
Equipment List

PNC2119323B1

p. 58

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

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**Weekley Asphalt Paving, Inc.
Equipment List**

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

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**Weekley Asphalt Paving, Inc.
Equipment List**

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

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**Weekley Asphalt Paving, Inc.
Equipment List**

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

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**Weekley Asphalt Paving, Inc.
Equipment List**

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

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**Weekley Asphalt Paving, Inc.
Equipment List**

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

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**Weekley Asphalt Paving, Inc.
Equipment List**

500	Equip #	Description	Serial #
	506	06 BOBCAT SKID STEER LDR T300	532012235
	506A	PALLET FORKS FOR 506	
	506B	24" AUGER FOR 506	
	507	07 BOBCAT LOADER T300	532016305
	507A	BOBCAT ROOT GRAPPLE	B00212
	507B	BOBCAT BRUSHCAT CUTTER	B00212
	507C	BOBCAT AUGER	506010
	508	99 JOHN DEER BACKHOE 410E	T0410EX838147
	509	07 BOBCAT LOADER W/BUCKET T300	532015797
	511	00 LINKBELT EXCAV 2800QEX	E6I89281
	515	2003 BOBCAT EXCAVATOR 442A	522311589
	516	99 KOMATSU WA-250-3 LDR	53335
	516A	WA200 LOADER RAKE 105"	0506-190195-1
	517	02 KOMATSU BACKHOE LOADER WB140-2	F11633
	517A	TRAMAC 140 HAMMER	139991
	518	08 CAT TERRAIN LOADER 277C	CAT0277CCJWF00649
	519	2009 CAT 299C LOADER	CAT0299CPJSP00553
	520	2014 GRADALL EXCAVATOR XL3300 III	3300000751/8065-6007
	522	03 KOMATSU WA 250-5 LOADR	A73038
	523	03 KOMATSU WB140-2N COMBO	A20189
	524	03 KOMATSU EXCAVATOR PL 3 PC-300LC-7	A85015
	525A	BOBCAT TILLER 68'	054700894
	526	2014 VOLVO EXCAVATOR ECR235DL	0381
	527	2013 KOMATSU WHEEL LOADER WA380-7	A64350
	528	04 KOMATSU WA-380-5 LOADR	A52348
	529	05 KOMATSU BACKHOE LOADER WB140-2	KMTWB001L36A21244
	530	13 VOLVO WHEEL EXCAVATOR EQ180D	220212
	535	11 CATERPILLAR BACKHOE LOADR 420E	CAT0420ETDAN01303
	537	03 KOMASTSU BACKHOE LOADR WB140-2	A20087
	538	04 CATERPILLAR BACKHOE LOADR 420D	CAT0420DVFD20732
	539	09 KOMATSU BACKHOE LDR WB146	KMTWB016K36A24213

**Weekley Asphalt Paving, Inc.
Equipment List**

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

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

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**Weekley Asphalt Paving, Inc.
Equipment List**

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



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

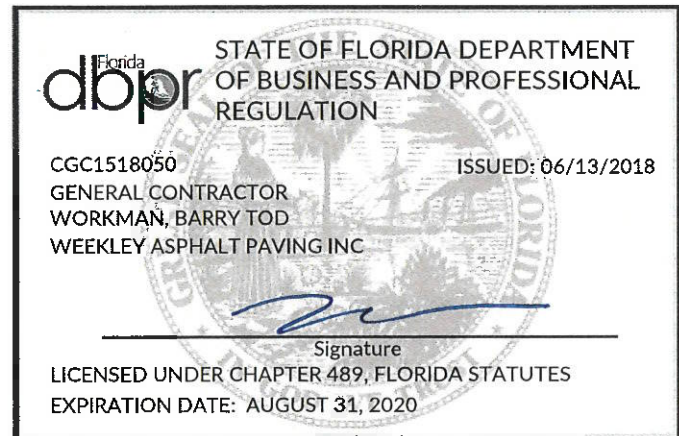
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TALLAHASSEE FL 32399-0783

(850) 487-1395

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

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

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



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: WEEKLEY ASPHALT PAVING INC

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

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

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

Rooms	Seats	Employees	Machines	Professionals
30				

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

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

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

Mailing Address:

WAYNE D WEEKLEY
20701 STIRLING RD
PEMBROKE PINES, FL 33332

Receipt #52A-18-00008168
Paid 08/05/2019 81.00

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

**BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY**

3A- MAJOR ROADS (ASPHALT AND CONCRETE
CC# PAVING FO INTERSTATE, PRIMARY,
SECONDARY, AND ARTERIAL ROADWAYS AND
AIRPORTS AND WORK INCIDENTAL THERETO)
78-561
WEEKLEY, WAYNE D. - QUALIFYING
WEEKLEY ASPHALT PAVING INC
20701 STIRILING RD
PEMBROKE PINES FL 33332
EXPIRES 08/31/2019

**Passport
Size
Photo
(Optional)**

Cardholder Signature

PNC2119323B1

Broward County Board of
County Commissioners

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10/18/2019

8/26/2018 12:25 PM



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BCS

Contractor License

License Information

Expiration Date: 08/31/2025
CC Number: 78-581
License Issued: 09/09/2005
License Category: 3A Major Roads (Asphalt and Concrete Paving for Interstate, Primary, Secondary, and Arterial Roadways and Airports and Work Incidental Thereto)
License Status: Application in Progress

Contractor Information

Contractor Name: WEEKLEY, WAYNE D.
Email Address: danweekley@weekleyasp.com
Contracting Firm: WEEKLEY ASPHALT PAVING INC
Contracting Firm Phone: (954) 680-8005
Contracting Firm Address: 20701 STIRLING RD
PEMBROKE PINES, FL 33332-

Temporary License

Temporary License ☐
Expiration Date:

Restrictions

Restrictions:

Screen ID: 23473121



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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/14/2019

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

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

PRODUCER Commercial Lines - (305) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: Francys Tolon PHONE (A/C, No, Ext): 786.785.1126 FAX (A/C, No): 786.264.9232 E-MAIL ADDRESS: francys.tolon@usi.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: Certain Underwriters at Lloyds of London INSURER C: AGCS Marine Insurance Company INSURER D: Hallmark Specialty Insurance Company INSURER E: INSURER F:	
INSURED Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines FL 33332	NAIC # 24147 22837 26808	

COVERAGES **CERTIFICATE NUMBER:** 14618126 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:	X		MWZY 312426 19	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	MWTB 312425 19	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			SCX1001619	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 312427 19	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased & Rented Equipment			MXI93071287	03/01/2019	03/01/2020	L&R Equipment \$200,000 Deductible \$5,000

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

RE: PNC2119323B1 - Roadway Drainage Traffic and Miscellaneous Construction

Broward County is listed as an additional insured with respects to the general liability, automobile and excess liability coverage. Coverage is written on a primary and non-contributory basis.

Waiver of subrogation applies if favor of certificate holder with respects to the general liability, automobile liability and workers compensation.

CERTIFICATE HOLDER

CANCELLATION

Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

(This certificate replaces certificate# 14618061 issued on 10/14/2019)

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
D	Excess Liability			77HX1991B1	03/01/2019	03/01/2020	3,000,000

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

GENERAL CONDITIONS
Quotation Requests and Invitations for Bids

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

1. Execution of Solicitation Response:

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

2. Withdrawal:

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

3. Submission of Bids and Quotations:

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

4. Bid Opening (Invitation for Bids only):

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

5. Addenda:

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

6. Prices, Terms, and Payments:

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

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

be corrected by the County.

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

7. Open-End Contract:

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

8. Contract Period (Open-End Contract):

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

9. Fixed Contract Quantities:

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

10. Awards:

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

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

11. Payment:

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

12. Termination:

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

13. Conditions and Packaging:

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

14. Safety Standards:

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

compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

15. Non-Conformance to Contract Conditions:

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

16. Inspection, Acceptance and Title:

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

17. Governmental Restrictions:

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

18. Legal Requirements:

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

19. Indemnification:

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

For construction contracts, Vendor shall indemnify and hold harmless County, its officers and

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

20. Notice:

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

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

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

21. Jurisdiction, Venue, Waiver of Jury Trial:

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

22. Patents and Royalties:

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

23. Assignment, Subcontract:

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

24. Qualifications of Vendor:

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

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

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

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

26. Equal Employment Opportunity:

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

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

27. Modifications:

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

28. Resolution of Protested Solicitations and Proposed Awards:

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

- (a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
- (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.
- (c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
- (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.
- (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

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

29. Public Entity Crimes Act:

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

30. Purchase by Other Governmental Agencies:

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

between any other governmental unit and the Vendor as a result of this solicitation.

31. Public Records:

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

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

32. Audit Right and Retention Records:

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

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

33. Procurement Code:

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

34. Ownership of Documents:

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

due to Vendor until Vendor complies with the provisions of this section.

35. State of Florida Division of Corporations Requirements:

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

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

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

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

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

37. Contingency Fees:

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

38. Local Business Tax Receipt Requirements:

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

39. Battery Disposal:

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

40. Dun & Bradstreet Report Requirement:

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

41. Code Requirements:

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

42. Special Notice:

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

43. Samples:

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

44. Vendor Responsibilities:

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

45. Vendor Evaluation:

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

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

46. Warranties and Guarantees:

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

47. "Or Equal" Clause:

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

Bottom of Form

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

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

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

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

1. Legal business name: **Weekley Asphalt Paving, Inc.**
2. Doing Business As/Fictitious Name (if applicable): **N/A**
3. Federal Employer I.D. no. (FEIN): **59-0753039**
4. Dun and Bradstreet No.: **00-413-9887**
5. Website address (if applicable): **weekleyasphalt.com**
6. Principal place of business address: **20701 Stirling Road
Pembroke Pines, FL 33332**
7. Office location responsible for this project: **20701 Stirling Road
Pembroke Pines, FL 33332**
8. Telephone no.: **954-680-8005**
Fax no.: **954-680-8671**
9. Type of business (check appropriate box):
 - ☒ Corporation (specify the state of incorporation): **Florida**
 - ☐ Sole Proprietor
 - ☐ Limited Liability Company (LLC)
 - ☐ Limited Partnership
 - ☐ General Partnership (State and County filled in)
 - ☐ Other – Specify
10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:
Name: **Daniel D. Weekley**
Title: **President**
E-mail: **danweekley@weekleyasp.com**
Telephone No.: **954-680-8005**

Name: **Herb Newton**

Title: **Estimator**

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

Telephone No.: **954-680-8005**

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

(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:
 - a) **Daniel D. Weekley, President**

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

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

- a) **None**
- b)
- c)
- d)

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

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

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

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **64**

17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? ☒ Yes ☐ No
18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award. ☒ Yes ☐ No
N/A (if service) ☐
19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☒ No
20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. ☐ Yes ☒ No
21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. ☐ Yes ☒ No
22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. ☐ Yes ☒ No
23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? ☒ Yes ☐ No
24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering. ☐ Yes ☒ No

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

Living Wage had an effect on the pricing ☐ Yes ☒ No

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

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

Select One:

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

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

27. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet. **See Attachment #1**

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

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

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

See Attachment #2

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

Reference 1:

Scope of Work: **Provided services for milling and resurfacing of various roads and replacement of thermoplastic pavement markings and signage.**

Contract/Project Title: **20170123, 2015-16 ROAD RESURFACING PLAN PHASE 1**

Agency: **City of Pembroke Pines**

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

Contact Telephone: **954-518-9040**

Email: **kkennedy@ppines.com**

Contract/Project Dates (Month and Year): **2/2017-8/2017**

Contract Amount: **\$1,365,605.45**

Reference 2:

Scope of Work: **The scope of the project included construction of a new landscaped median, sidewalks, signalization, and new lighting as well as milling, resurfacing, and new pavement markings and signage to create a 4 lane divided roadway with bike lanes.**

Contract/Project Title: **DAVIE ROAD PHASE II, ROADWAY IMPROVEMENTS**

Agency: **Town of Davie**

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

Contact Telephone: **954-797-1137**

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

Contract/Project Dates (Month and Year): **4/2017-6/2018**

Contract Amount: **\$2,433,873.04**

Reference 3:

Scope of Work: **Resurfacing on St. Andrews Blvd and the construction of two right turn lanes on South Verde Trail. St. Andrews Blvd resurfacing includes the milling and resurfacing of a 1.3 mile section of St. Andrews Blvd between Palmetto Park Road and Glades Road, construction of median modifications, drainage improvements, a new eight-foot wide pathway, repairs to existing pathways and minor ADA improvements.**

Contract/Project Title: **ST. ANDREWS BOULEVARD RESURFACING AND SOUTH VERDE TRAIL RIGHT TURN LANES**

Agency: **City of Boca Raton**

Contact Name/Title: **Elsa Tellez, Chief Construction Inspector**

Contact Telephone: **561-239-0389**

Email: **Etellez@myboca.us**

Contract/Project Dates (Month and Year): **9/2017-06/2018**

Contract Amount: **\$1,754,279.90**

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

1. Litigation History

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

LITIGATION HISTORY FORM

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

☒ There are no material cases for this Vendor; or

☐ Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email:

	Telephone Number:
--	-------------------

Vendor Name: Weekley Asphalt Paving, Inc.

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

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

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

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

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

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

Daniel D. Weekley
AUTHORIZED SIGNATURE/ NAME

President
TITLE

10/08/2019
DATE

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

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

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

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

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

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

Daniel D. Weekley
AUTHORIZED SIGNATURE/ NAME

President
TITLE

10/08/2019
DATE

Supplier: WEEKLEY ASPHALT PAVING, INC.

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

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

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

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

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

Daniel D. Weekley	President	WEEKLEY ASPHALT PAVING, INC.	10/08/2019
Authorized Signature/Name	Title	Vendor Name	Date

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

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

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

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

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

1. Subcontracted Firm's Name: **Chin Diesel, Inc.**

- Subcontracted Firm's Address: **9861 NW 3rd St, Pembroke Pines, FL 33024**

Subcontracted Firm's Telephone Number: **786-229-3336**

- Contact Person's Name and Position: **Leon Chin-you, President**

Contact Person's E-Mail Address: **leon@chindiesel.com**

Estimated Subcontract/Supplies Contract Amount: **10%**

Type of Work/Supplies Provided: **Haul and supply materials**

-

2. Subcontracted Firm's Name: **Triple Nickel Paving**

- Subcontracted Firm's Address: **1300 NW 18th Street, Pompano Beach, FL 33069**

Subcontracted Firm's Telephone Number: **954-971-0984**

- Contact Person's Name and Position: **Dan Maglio, President**

Contact Person's E-Mail Address: **office@triplenickelpaving.com**

Estimated Subcontract/Supplies Contract Amount: **20%**

Type of Work/Supplies Provided: **Paving, concrete, pavers, lamp poles, pavement markings and supply**

-

3. Subcontracted Firm's Name: **N/A**

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

4. Subcontracted Firm's Name: **N/A**

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

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

Daniel D. Weekley	President	WEEKLEY ASPHALT PAVING, INC.	10/18/2019
Authorized Signature/Name	Title	Vendor Name	Date

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

TRENCH SAFETY ACT REQUIREMENT FORM

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

Florida Trench Safety Act, Section 553.60, 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
Trench Protection	LF	5.00	Slope Trench Walls
Special Shoring, if applicable:	SQ. FT.		
Trench Protection	SF	40.00	Steel Sheeting

Fixed Contract:

Description	Unit of Measure	Quantity	Unit Price	Ext. Price	Method
N/A	N/A	N/A	N/A	N/A	N/A
Special Shoring, if applicable:	SQ. FT.		Unit Price		Method
None	N/A		N/A	N/A	
Total \$				As Needed	

DANIEL D. WEEKLEY	PRESIDENT	WEEKLEY ASPHALT PAVING, INC.	10/16/2019
Authorized Signature/Name	Title	Vendor Name	Date

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

Workforce Investment Program Requirements:

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

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

In accordance with the Workforce Investment Program:

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

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

DANIEL D. WEEKLEY
AUTHORIZED SIGNATURE/NAME

PRESIDENT
TITLE

10/08/2019
DATE

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

Office of Economic and Small Business Requirements: CBE Goal Participation

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

national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.

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

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

LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM

The completed and signed form and a copy of business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) 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. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine bidder's eligibility for Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances.

If the low, responsive and responsible bidder is not a local or a locally-headquartered business, any and all eligible local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all eligible locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all eligible bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

Bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid, regardless of location.

A Local Business is a business which:

- A. possesses a valid local business tax receipt (or if exempt, documentation establishing physical presence at location) issued at least one year prior to bid submission;
- B. has a physical business address located within Broward County which the business operates or performs business;
- C. is in an area zoned for the conduct of the business; and
- D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a local business which has its principal place of business in Broward County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

☒ Local Business ☒ Locally-Headquartered Business

Local or Locally-Headquartered Business Address: **20701 Stirling Road
Pembroke Pines, FL 33332**

☐ Vendor is not a Local Business or Locally-Headquartered Business in Broward County

Daniel D. Weekley	President	Weekley Asphalt Paving, Inc.	10/08/2019
AUTHORIZED SIGNATURE/ NAME	TITLE	COMPANY	DATE

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

Insurance Requirements: (Refer to the Insurance Requirement Form)

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- 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: **WEEKLEY ASPHALT PAVING, INC.**

Company Vehicle: Yes ☒ or No ☐

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

Other:

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

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

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

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

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

SPECIFICATIONS AND REQUIREMENTS

Roadway, Drainage, Utilities, Traffic & Miscellaneous Construction

1. SCOPE OF WORK

- 1.1 Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway reconstruction, widening, milling, resurfacing, pavement marking, drainage work, traffic control and signalization, school flushers, communications network, street lighting, water and sewer, landscaping, signing and pavement marking, guardrail, maintenance of traffic and so forth in a competent and professional manner in compliance with all applicable building, safety, technical and related codes and laws for the Broward County Highway Construction and Engineering Division (BCHCED) and other Broward County agencies.
- 1.2. This solicitation has been developed utilizing the Florida Department of Transportation (FDOT) Pay Item system as defined in the Florida Department of Transportation Basis of Estimates, as amended, unless otherwise noted in this document. The Contract requires that the CONTRACTOR adhere to the governing standards and specifications. If conflicts between specification and governing standards, then the most stringent shall apply.
 - 1.1.2 If there is an apparent silence of the specifications with respect to any materials, details, or description concerning any Pay Item in this Contract, it shall be considered that only the best commercial and industry accepted practices (means and methods) shall prevail. Any omission or question of interpretation of the specification that affects the performance or integrity of the material or service being offered shall be requested prior to the solicitation's deadline for questions.
- 1.3. CONTRACTOR is advised that the amount, magnitude, scope, and pace of work orders shall be determined based on the needs, capacity and requirements of the County, and therefore the CONTRACTOR should not expect that the Contract will necessarily provide a consistent, predictable rate of contract work orders and corresponding revenue stream.
- 1.4. The Contract does not allow for price escalations, negotiations or reinterpretations.
- 1.5. Projects shall include delivery and installation at locations Countywide. There are no minimum or maximum quantities assumed for each individual project. CONTRACTOR's bid shall account for this. CONTRACTOR shall furnish all materials, equipment, labor, and services that may be required for each individual project. All material and parts provided by CONTRACTOR shall be new.
- 1.6. The CONTRACTOR agrees to cooperate and work with all Broward County divisions in scheduling work requested. The CONTRACTOR will be notified approximately ten (10) calendar days in advance of start date of a project, except during emergencies. The CONTRACTOR will be notified of completion dates prior to the project start date.

- 1.7. The work embraced in this Contract shall commence only when sufficient material, equipment, personnel, and other necessities are available; consequently, it can be carried out regularly, uninterrupted, and completed without delay. The CONTRACTOR is responsible for estimation of all materials necessary for completion of any project designated by the County.

2. ABBREVIATIONS AND DEFINITIONS

The following are referenced throughout the solicitation and Contract. Additional definitions can be found under the Broward County Procurement Code, as amended.

- 2.1 ATSSA: American Traffic Safety Services Association which is an industry-recognized organization that provides certification programs in various aspects of traffic safety and roadway work zone safety.
- 2.2 BCHCED: Broward County Highway Construction and Engineering Division. This agency will be responsible for the management and administration of this Contract.
- 2.3 BCTED: Broward County Traffic Engineering Division.
- 2.4 Contract: All types of binding agreements, regardless of what they may be called, for the procurement or disposal of supplies, services or construction.
- 2.5 CONTRACTOR: Any person having a contract with the Board of County Commissioners.
- 2.6 Contract Administrator: The ranking managerial employee of the agency requesting items or services, or an employee expressly designated by the Divisional Director. The Contract Administrator has the responsibility to insure that the provisions of each contract are complied with by both the County and the CONTRACTOR.
- 2.7 Construction: The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property owned or under the control of Broward County. It does not include the routine operation, repair, or maintenance of existing structures, buildings, or other real property.
- 2.8 PO: A County purchase order issued to formalize a purchase transaction with a Vendor/CONTRACTOR, conveying acceptance of a Vendor/CONTRACTOR's proposal. The PO is the budgetary authorization that assures that the funds have been encumbered within the County's accounting system for reimbursement to the CONTRACTOR after completion of the work included in the PO.
- 2.9 Emergency: A threat to public health, welfare, safety, property or other substantial loss to the County.
- 2.10 Engineer of Record: Employee of the County or County's Consultant who provides professional engineering services.
- 2.11 Engineer of Record: Employee of the County or County's Consultant who is responsible for signed and sealed design plans.

- 2.12 FDOT: Florida Department of Transportation, the State agency responsible for permitting, planning, construction, traffic operations and maintenance on the State Highway System.
- 2.13 IMSA: International Municipal Signal Association which is an industry-recognized organization that provides certification programs for the safe installation, operation and maintenance of public safety systems, including traffic signal systems.
- 2.14 ITS: Intelligent Transportation System which refers to the utilization of new and emerging information and communications technologies for the purpose of improving the management and efficiency of transportation systems. These technologies include a wide range of fiber optic and wireless communications; video-based, acoustic-based and magnetic-based sensing technologies; recording and computational technologies, and emergency notification systems.
- 2.15 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.
- 2.16 NTP: A Notice to Proceed which is the administrative directive from the County that authorizes the CONTRACTOR to commence permitting or work.
- 2.17 NTP1: The first Notice to Proceed issued which allows for commencement of permitting and shop drawing review period.
- 2.18 NTP2: The second Notice to Proceed issued which allows for the commencement of the work.
- 2.19 Or Equal and Or Equivalent: A product determined by the County to be equal to or greater in quality or performance than the product specified. Any requests for review and approval for equivalency shall be submitted to the PM after award of contract.
- 2.20 OSHA: Occupational Safety and Health Administration which is the main federal agency charged with the enforcement of safety and health legislation. CONTRACTOR is required by federal law to abide by and implement applicable OSHA standards and regulations at construction sites in order to prevent injuries of workers.
- 2.21 PM: The County's Project Manager who has been designated by the Contract Administrator to be responsible for the day-to-day administration of the contract, and ensuring that the CONTRACTOR completes the project work assignment in a timely and efficient manner, in accordance with the contract requirements. The Project Manager may delegate or designate authority to other County personnel when necessary.
- 2.22 QVM: Quantities Verification Meeting
- 2.23 Services: The furnishing of labor, time, and effort by a CONTRACTOR, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements but shall include both professional and general services.

- 2.24 Vendor: An actual or potential supplier of an item, service, or construction.
- 2.25 Work Order: synonymous with Delivery or Purchase Order (PO).
- 2.26 WZTC: Work Zone Traffic Control which is often used interchangeably with MOT. The preparation, implementation and supervision of MOT activities.
- 2.27 Consultant: Architect or Engineer who has contracted with County, or who is an employee of County, to provide professional services for this Contract.
- 2.28 Contract Documents: The official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes the Contract, Scope of Work, General Conditions, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specification, Supplementary Conditions, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notices(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Field Order(s), and any additional documents the submission of which is required by this Project.

3. GOVERNING STANDARDS AND SPECIFICATIONS

- 3.1 All work, equipment and materials furnished and/or installed as part of this Contract shall be in conformance with the standards and specifications listed below. All applicable national/Federal standards and specifications serve as first tier in the hierarchy of the standards and specifications. State standards and specifications, including those promulgated by FDOT, serve as the next tier, and further refine, clarify and detail the national/Federal standards for use throughout the State of Florida. Standards and specifications published by the County further expand and refine the national and State standards and specifications, mostly to establish and clarify local preferences, protocols and system compatibility requirements.
- 3.2 BCTED Communication Infrastructure Standards & Specifications and Exhibit 25A of the Broward County Administrative Code Minimum Standards are not intended to reduce or diminish National or State Standards in any way, but rather to further clarify and refine the functional needs of the maintaining agency. The CONTRACTOR shall ensure that all National and State Standards continue to be adhered to and that any additional requirements identified by BCTED standards and specifications and County's Minimum Standards are also incorporated into the project work elements. In the event a conflict appears to exist among the standards or specifications, the more stringent and specific requirements shall prevail.
- 3.3 The following is a listing of key governing standards and specifications for all work performed under this contract. The listing is intended to address the vast majority of work anticipated to be covered under the Contract, but is not guaranteed to be all inclusive:
- 3.3.1 **United States Department of Transportation (USDOT)/Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD)**, (latest edition and amendments in effect as of May 2019) {available at: <http://mutcd.fhwa.dot.gov> }
 - 3.3.2 **Americans with Disabilities Act Accessibility Guidelines (ADA)** {available at: http://www.ada.gov/2010ADASTandards_index.htm }
 - 3.3.3 **The Manual of Uniform Minimum Standards for Design, Construction, and Maintenance (commonly known as the "Florida Green Book"), 2016 Edition,** {available at: <https://www.fdot.gov/roadway/FloridaGreenbook/FGB.shtm> }
 - 3.3.4 **FDOT Standards Plans for Road and Bridge Construction, FY 2019-20**, [*Note that Maintenance of Traffic/Work Zone Traffic Control standards are incorporated in Index Series 102-600 of this document] {available at: <https://www.fdot.gov/design/standardplans/SPRBC.shtm> }
 - 3.3.5 **FDOT Standard Specifications for Road and Bridge Construction, July 2019** (including all referenced and supplemental standards and specifications within (including ASTM and ANSI specifications), and all amendments, mandatory revisions, workbooks, and implemented modifications in effect as of July 2019) {available at: <https://www.fdot.gov/programmanagement/Implemented/SpecBooks/default> }

[lt.shtm](#) }. **A list of Division I sections that are applicable to this Contract are included in Section 24 of the Specifications and Requirements.**

- 3.3.6 **FDOT Basis of Estimates Manual, 2017** (including all amendments)
{available at:
<http://www.fdot.gov/programmanagement/Estimates/BasisofEstimates/BOEManual/BOEOnline.shtm> }
- 3.3.7 **FDOT Statewide Quality Assurance/Quality Control Plan (QA/QC) Construction Inspection QC Guidelist FY 18/19** {available at:
<http://www.fdot.gov/construction/CONSTADM/guidelist/GuideIndex.shtm> }
- 3.3.8 **FDOT Statewide Quality Assurance/ Quality Control Plan (QA/QC) Construction QA Critical Requirements Lists FY 18/19** {available at:
<http://www.fdot.gov/construction/CONSTADM/guidelist/GuideIndex.shtm> }
- 3.3.9 **FDOT Forms & Procedures** available at:
<https://www.fdot.gov/development/> }
- 3.3.10 Minimum Design and Construction Standard for City or Town where the project is located.
- 3.3.11 **Minimum Standards Applicable to Public Right-of-Way Under Broward County, Florida Jurisdiction**, [Referenced throughout the Contract as "County's Minimum Standards"] {available at:
<http://www.broward.org/BCEngineering/Pages/Default.aspx> }
- 3.3.12 **Broward County Traffic Engineering Division latest edition of Publications listed below** {available at:
<http://www.broward.org/Traffic/Pages/Publications.aspx> }:
- 3.3.12.1 Maintenance of Traffic - General
 - 3.3.12.2 BCTED Maintenance of Traffic School / Pedestrian
 - 3.3.12.3 FDOT Maintenance of Traffic School / Pedestrian
 - 3.3.12.4 Acceptance of Traffic Signal Maintenance and Timing by Contractor During Construction and Burn-in Period
 - 3.3.12.5 School Zone Installation Requirements within Broward County
 - 3.3.12.6 School Zone Installation Standards, Policies, and Procedures
 - 3.3.12.7 Technical Policy Memos
 - 3.3.12.8 Pavement Marking and Signs Details
 - 3.3.12.9 Ground Sign Assembly Details
 - 3.3.12.10 STOP SIGN AND STREET IDENTIFICATION ASSEMBLY DETAILS
 - 3.3.12.11 W11-2 and Supplemental Sign
 - 3.3.12.12 BICYCLE PAVEMENT MARKINGS AND SIGNS DETAILS
 - 3.3.12.13 Solar School Flasher Details – Ground Mount
 - 3.3.12.14 Solar School Flasher Details – Overhead Mast Arm
 - 3.3.12.15 S1-1 and Supplemental Sign
 - 3.3.12.16 TYPICAL SIGNALIZATION PLAN
 - 3.3.12.17 Pedestrian Signal and Detector Installation Details
 - 3.3.12.18 Drilled Shaft Foundation and Cabinet Details
 - 3.3.12.19 Span Wire Modification Installation Details
 - 3.3.12.20 Typical Signal Pull Box Details
 - 3.3.12.21 Video Detection Details

3.3.12.22	Pedestal Mounted Detail
3.3.12.23	Power Service Details
3.3.12.24	INTERNALLY ILLUMINATED STREET NAME SIGN DETAILS
3.3.12.25	BCTED General and Pay Item notes
3.3.12.26	BCTED Signalization Design Requirements
3.3.12.27	BCTED Signalization Equipment Requirements
3.3.12.28	Communications Infrastructure Policies and Procedures
3.3.12.29	Communications Infrastructure Standards and Specifications
3.3.12.30	660-4-xx Vehicle Detection Pay Item Notes
3.3.12.31	HDPE SDR 11 Conduit Memo 10-5-11
3.3.12.32	Mast Arm Paint Specification Effective 5-26-11
3.3.12.33	ROUNABOUT DETAILS
3.3.12.34	SPEED HUMPS SPECIFICATIONS

4. PAY ITEM STRUCTURE

The Pay Item unit cost is the only available way and means of compensating the CONTRACTOR for work completed under this Contract.

- 4.1 The Pay Item unit cost includes the cost of the equipment item and/or required installation costs including all labor, tools, equipment, fuel, incidental and miscellaneous materials necessary for a complete and accepted installation. The Vendor/CONTRACTOR must also factor within the cost of each individual Pay Item unit, the cost for any additional incidentals including, but not limited to, the following:

- 4.1.1 Field visits
- 4.1.2 Meetings
- 4.1.3 Permit Acquisition Time
- 4.1.4 Travel time
- 4.1.5 Loading and unloading
- 4.1.6 Mobilization
- 4.1.7 Restoration of work areas
- 4.1.8 Documentation
- 4.1.9 Scheduling
- 4.1.10 Submittals
- 4.1.11 Quality control
- 4.1.12 Inspections and testing
- 4.1.13 County's written acceptance
- 4.1.14 Quantity verification
- 4.1.15 Disposal of materials
- 4.1.16 Delivery of removed items requesting to be returned to a County facility
- 4.1.17 90 Day Burn-in Period
- 4.1.18 1 year Warranty
- 4.1.19 Preparation submittals of As-Built drawings including: hard copy, electronic computer aided design (CAD) files and .pdf format.

4.2 Amended FDOT Pay Items

- 4.2.1 This solicitation is principally developed under the FDOT Pay Item structure included with the FDOT Basis of Estimates framework. The corresponding FDOT standards and specifications associated with each Pay Item represent the pre-requisite minimum standard required of the County. However, due to the fact that this is a general services contract, the County determined that further refinement, and more specificity of the standard

FDOT pay item description, would better describe the more detailed and potentially varied requirements of this solicitation, and overall better facilitate the bidding process. Therefore, in cases where it was deemed appropriate by the County to further clarify a particular FDOT pay item number, BHCED has provided references within pay items of the bid pricing sheets that further clarify the BHCED-specific project requirements.

- 4.2.2 The County maintains an Approved Signalization Equipment List which references the FDOT Pay Item numbers. The intent of this list is to inform and provide guidance to contractors of County traffic control equipment requirements. Devices mentioned in the Not Approvable column shall not be accepted. The Broward County Approved Signalization Equipment List is a living document and can be changed within the life of the Contract. Any equipment disapprovals within the life of the contract must be adhered to by the CONTRACTOR. The CONTRACTOR will have to re-submit new equipment for the pay item with the disapproval if this were to occur. This approved list is available at following link: <http://www.broward.org/Traffic/About/Pages/Publications.aspx>.

4.3 Usage of Hourly Labor and Equipment Rates

Specific project requirements may require the utilization of hourly labor and equipment rates to otherwise fulfill work tasks not specifically addressed by a particular pay item. The methods for utilizing hourly rates is as follows:

- 4.3.1 Maximum Limiting/Not-to-Exceed Amount. Under this method, a specific type of work, equipment and the particular personnel classification to be utilized is known with a reasonable degree of certainty, but the extent of the hours required to complete the work is uncertain. An example of this scenario would be the repair of damaged underground interconnect conduit where the type of work is known, but the extent of damage is not immediately known because the damage is underground. Similar to an hourly contract, the CONTRACTOR will perform the requested services within a pre-determined maximum which limits the amount of hours, and the CONTRACTOR will have to document and report the specific hours actually worked on the Purchase Order (PO). The CONTRACTOR shall only be compensated for documented hours; the CONTRACTOR shall not be compensated for hours that exceed the PO maximum-limiting amount of hours or for hours performed by other classifications of personnel not included in the PO.
- 4.3.2 Hourly rates will be pro-rated to the nearest quarter hour increments. Travel time to and from the project site will only be billable when the purchase order does not contain other pay items outside of pass thru allowances and hourly rates.
- 4.3.3 The cost of transporting equipment to and from the job site is included in the hourly rate of the applicable pay item. The County will not pay from equipment remaining overnight at the job site, or if the equipment is not operational for four hours or longer.

5. CONTRACT ADMINISTRATION

- 5.1 The PM will be responsible for the day-to-day administration of the Contract, overseeing all technical aspects of the contract, payment requests and ensuring that the CONTRACTOR completes the project work assignments in a timely and efficient manner, in accordance with the Contract requirements.
- 5.2 The PM will be the primary point of contact between the CONTRACTOR and County. All administrative and technical questions, decisions and documentation shall be transmitted through the PM. Any technical or procedural questions considered to be of a particularly critical nature to the Contract, potentially resulting in modifications to project costs, timeframes, scheduling, acceptability of equipment, or design issues, **MUST** be directed to the PM, and the CONTRACTOR **MUST** receive the corresponding reply, in writing, on the subject matter from the PM. The CONTRACTOR shall not rely on the opinions or decisions of other staff members. The CONTRACTOR's failure to communicate such issues to the PM, and/or to rely on information provided by other staff may place the CONTRACTOR at risk for loss or damages resulting directly or indirectly from unapproved actions, and such losses or damages will not be eligible for compensation or relief from the County.
- 5.3 The CONTRACTOR shall recognize that the PM has been granted the decision making authority by the Contract Administrator on all technical matters related to the Contract. However, should an issue arise that cannot be resolved by the PM, a meeting may be held with the Contract Administrator to resolve the issue.
- 5.4 Should the CONTRACTOR fail to perform work within this management framework such that the actions of the CONTRACTOR become adversarial, divisive or unproductive, and/or begin to impede and undermine the progress of the Contract work, termination of the Contract may be initiated under the provisions outlined in the General Conditions.
- 5.5 The CONTRACTOR shall coordinate with PM before accepting any Task.

6. MANAGEMENT SERVICES AND PERSONNEL PROVIDED BY CONTRACTOR

The CONTRACTOR shall furnish and maintain all labor, supervision, expertise, vehicles, equipment, tools, materials, parts, licenses, supplies, travel expenses and incidentals necessary to complete the work.

- 6.1 CONTRACTOR's field construction personnel at the job sites shall be qualified and experienced in the services to be performed.
- 6.2 All fiber optic installations shall be completed by personnel certified by the Fiber Optic Association as a Certified Fiber Optic Technician (CFOT®), Certified Premises Cabling Technician (CPCT), or equivalent. Proof of certification shall be provided upon County's request.
- 6.3 Wherever a new traffic signal is turned on or when an existing signal is modified, requiring control equipment, CONTRACTOR shall provide qualified personnel at the job site to assist in verifying and monitoring the operation. In cases where the CONTRACTOR does not have the technical expertise or required training, then a technical representative of the control equipment supplier shall be required at the job site, at no additional expense to the County, to assist in verifying and monitoring the operation. The technical representative, or CONTRACTOR's staff member

accompanying the technical representative, must be an IMSA certified Traffic Signals Construction Technician Level II. Proof of certification shall be provided upon County's request.

- 6.4 When a traffic signal cabinet is being worked on or a new traffic signal cabinet is being put into operation, the representative must be an IMSA certified Traffic Signals Construction Technician Level III. Proof of certification shall be provided upon County's request.
- 6.5 All installation and/or training support must be provided by factory-authorized personnel with IMSA Traffic Signal Field Technician Level II or III certification. Proof of certification shall be provided upon County's request.
- 6.6 Any of the CONTRACTOR's or subcontractor's personnel removed from service under this Contract shall be replaced by other qualified and experienced personnel as per the terms of this Contract. Failure to provide a replacement shall result in suspension of work that would have otherwise been performed by the personnel until the replacement personnel is approved by the PM. Any personnel who is found to have falsified records including, but not limited to, application documents, reference information, test or investigation results or reports provided to the County under this Contract, shall be immediately removed from providing service under this Contract. Any of the CONTRACTOR's or subcontractor's staff that is not certified, as required by this Contract, shall be immediately removed from providing service under this Contract until required certifications have been attained.
- 6.7 CONTRACTOR shall not subcontract work under this Contract to the County's Consultant, as this is a conflict of interest.
- 6.8 **Contractor shall have a copy of this Contract and set of plans at each job site.**
- 6.9 All permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by CONTRACTOR pursuant to this Contract shall be secured and paid for by CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the permit and/or licenses fee(s) as evidenced by an invoice or other acceptable documentation issued by the permitting agency. It is CONTRACTOR's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required. Impact fees levied by any municipality shall be paid by CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to CONTRACTOR in no event shall include profit or overhead of CONTRACTOR.

7. PRE-CONSTRUCTION ACTIVITIES AND PROCEDURE

7.1 Contract Kick-Off Meeting

After award of a contract, a Contract Kick-off Meeting will be scheduled by the CONTRACTOR between County personnel and representatives of the CONTRACTOR. The purpose of the meeting is to provide an opportunity for all key personnel from the County and the CONTRACTOR(S) to meet one another and outline

the processes and procedures associated with the Contract. CONTRACTOR will not be compensated for attending this Contract Kick-Off Meeting. The following represents a list of potential items to be discussed:

- 7.1.1 Contract Overview
- 7.1.2 Roles and Responsibilities
- 7.1.3 Work Order Process/Notices-to-Proceed (NTP)
- 7.1.4 Pay Item Structure
- 7.1.5 Standards and Specifications
- 7.1.6 Scheduling
- 7.1.7 Work Performance
- 7.1.8 CONTRACTOR's Construction Quality Control Plan
- 7.1.9 Safety and MOT/Work Zone Traffic Control
- 7.1.10 Field Verification of Quantities
- 7.1.11 Inspection Process
- 7.1.12 As-Built Requirements
- 7.1.13 County Business Enterprise (CBE) Requirements
- 7.1.14 Invoicing
- 7.1.15 90 Day Burn-In Period
- 7.1.16 Prevailing Wages

7.2 Pre-Construction Meeting

- 7.2.1 Prior to any authorization to perform work, a project-specific pre-construction meeting will be held between the PM, other County staff, and the CONTRACTOR's project manager or other qualified personnel. When the County is only requesting the furnishing of items and services are not being requested, a pre-construction meeting will not be required. CONTRACTOR will not be compensated for attending pre-construction meetings; these costs are included in the unit prices. On less complex projects, the PM has the option to hold the Pre-construction meeting via a teleconference with the CONTRACTOR and other necessary County staff or agency.
- 7.2.2 Prior to the pre-construction meeting, the CONTRACTOR will be provided with a preliminary set of construction plans with estimated quantities, a sketch or written instructions. Contract requirements, timeframes and design issues will be discussed leading up to and at the meeting. The CONTRACTOR will review the plans and estimated quantities, and provide to PM any comments leading up to and at the meeting. In addition, a construction schedule for the job shall be provided for the County's approval at the pre-construction meeting.
- 7.2.3 If no issues arise, then a PO and NTP may be issued to the CONTRACTOR, and the CONTRACTOR will thereby accept responsibility for completing the requirements of the contract within the timeframe identified as part of the PO and NTP. Prior to issuance of the PO and NTP, if the CONTRACTOR identifies any discrepancies, then the CONTRACTOR shall immediately notify the PM, and every effort will be made to resolve those issues so that the work can proceed in a timely manner.

7.3 Purchase Orders and Notices to Proceed

- 7.3.1 The CONTRACTOR is not duly or legally authorized to perform work at the job site until the CONTRACTOR is in receipt of both a signed PO and NTP.
- 7.3.2 Any mobilization, demolition, or construction performed by the CONTRACTOR without a NTP places the CONTRACTOR at risk and at liability for any costs or claims resulting from performance of such work without authorization. Without a valid NTP, the CONTRACTOR cannot make claims against the County for reimbursement for any cost or damages resulting from performing work without County's written authorization.

7.4 On-Site Field Construction Meetings

- 7.4.1 As a standard operating practice for this Contract, an on-site field construction meeting may be held prior to construction commencement. The CONTRACTOR shall be responsible for scheduling the meeting which should be attended by the PM, other County personnel, the CONTRACTOR's project manager or other supervisory construction personnel responsible for managing the work, and any subcontractors that will be integral to successfully completing the work. CONTRACTOR will not be compensated for attending on-site field construction meetings; these costs are included in the unit prices.
- 7.4.2 The on-site field construction meetings are most productive immediately after underground utility locations have been marked in the field so that better decisions can be made regarding locating equipment to avoid underground utilities and other conflicts.
- 7.4.3 The CONTRACTOR is also responsible for inviting or notifying any utility company representatives to the meeting that may be able to provide useful input regarding utilities located within the work zone.

7.5 Notification of Construction Commencement

- 7.5.1 The CONTRACTOR shall be responsible for notifying the PM and other designated personnel by email at least five (5) business days in advance of impending construction commencement. This is necessary to ensure proper coordination of the construction.
- 7.5.2 The County reserves the right to approve or reject the proposed construction commencement date.
- 7.5.3 School pedestrians and school zone considerations may affect the start of construction even after the NTP has been issued. These considerations may require a thirty (30) business day notice prior to start of construction.

8. SCHEDULE TO COMPLETE WORK

8.1 Notice to Proceed Based Completion Schedule

- 8.1.1 The required project completion date shall be clearly identified by the County at the project-specific pre-construction meeting, and outlined in the NTP. The CONTRACTOR will have ten (10) business days after the pre-construction meeting to either accept the scheduled deadline as initially presented, or propose modifications to the scheduled deadline for County approval because of unforeseen construction related concerns.
- 8.1.2 No less than ten (10) business days from the pre-construction meeting and prior to issuance of a NTP, the CONTRACTOR shall submit to the PM the work order schedule.
- 8.1.3 At a time before the CONTRACTOR starts work at the job site, a field construction meeting may be held to discuss the proposed project

schedules and to establish a working understanding among the parties as to the work.

- 8.1.4 The CONTRACTOR shall submit a "bar" chart schedule for the project, which accurately depicts the sequencing, interdependence and time periods normally indicated by the Critical Path Method (CPM). The bar chart shall be of suitable scale, detail, and be reviewed and approved by the PM. The schedule shall include the planned commencement and completion of the work order; and the planned construction of individual pay items listed in the design plans, including their respective start dates, finish dates, duration of all pay item activities, predecessors' activities, resources (i.e. crew and equipment) used to complete the work, and the phase of construction for each individual pay item. The bar chart shall be "double-lined", if requested by the PM, in order to evaluate and determine the relationship between planned and actual construction progress, and the effects of delays and changes to the work with respect to revisions in project time and cost.
- 8.1.5 Based on the bar chart, the CONTRACTOR and the PM shall mutually agree upon the controlling items of work for each bi-weekly (two week) segment of the construction period. These controlling items shall be highlighted and readily identifiable.
- 8.1.6 In addition, the bar chart shall be revised whenever the CONTRACTOR changes the project schedule. Reasons for such changes shall be documented by the CONTRACTOR in writing and attached to the updated bar chart. Approval of the bar chart by the PM shall not constitute approval of the CONTRACTOR's means and/or methods of work.
- 8.1.7 The CONTRACTOR shall be responsible for preparing, updating the status of the construction items, and providing the work order schedule at scheduled progress meetings, which may be scheduled on a weekly, bi-weekly, or monthly basis depending on the complexity of the NTP.
- 8.1.8 No payment shall be made for preparation and/or revision of the bar chart.
- 8.2 The CONTRACTOR's project manager shall notify the PM via email at least one business day in advance of the daily construction activities. The PM may request a different time interval to receive construction activity notification, such as weekly, bi-weekly, and so forth. The agreed upon construction notification procedures shall be documented in a memo as part of the NTP provided by the PM, if it is to vary from the daily notification procedures stated above. The CONTRACTOR's project manager shall provide, at a minimum, the following information in the daily notifications:
 - 8.2.1 NTP Number
 - 8.2.2 Permit Number
 - 8.2.3 Approved MOT Plan or Index Number
 - 8.2.4 Date of Construction Activities
 - 8.2.5 Arrival Time
 - 8.2.6 Crew Supervisor's Name
 - 8.2.7 Pay items to be constructed
- 8.3 The County reserves the right to request additional information be added to the submittals of the CONTRACTOR's daily notifications.

- 8.4 Once the NTP is issued, the CONTRACTOR shall complete the project within the specified timeframe. An extension of the project timeframe shall require a written justification from the CONTRACTOR and approval by the PM. The scheduled completion of the project is intended to mean that the project has passed final inspection, which includes, but is not limited to, all restoration items complete.

8.5 Schedule Adherence NTP

The CONTRACTOR shall adhere to all NTP completion schedules throughout the duration of the project. , The CONTRACTOR shall notify the PM of an unforeseen condition or “Act of God”, in writing, with the reasons and of the cause for the extension request if any such unforeseen circumstances arise that may prevent the CONTRACTOR from meeting the original completion date. The County expects such instances to be rare, and any habitual or systematic requests for time extensions may result in a reduction in the issuance of future NTP’s or even termination of the Contract.

8.6 Substantial Completion

- 8.6.1 When the CONTRACTOR considers that the Work, or a portion thereof designated by the Contract Administrator has reached Substantial Completion, the CONTRACTOR shall notify the Contract Administrator or designee, in writing, and prepare a Certificate of Substantial Completion for County’s review. A sample Certificate of Substantial Completion is attached.
- 8.6.2 The Contract Administrator or designee shall inspect the Work. When the Contract Administrator or designee, on the basis of such an inspection, determines that the Work, or designated portion thereof, is substantially complete, the Contractor Administrator will then review and approve the Certificate of Substantial Completion.
- 8.6.3 The Certificate of Substantial Completion shall state the responsibilities of the County and the CONTRACTOR for security, maintenance, heat, utilities, damage to the work, and insurance; and shall list all work yet to be completed to satisfy the requirements of the work order for Completion and Final Acceptance of the Work. The failure to include any items of corrective work on such list does not alter the responsibility of the CONTRACTOR to complete all of the work in accordance with the work order and detailed scope of work.

8.7 **Adjusting Substantial Completion Time**

- 8.7.1 The County may grant an extension of Substantial Completion Time when it increases the Purchase Order amount due to overruns in original Contract items, adds new work items, or provides for unforeseen work. The County will base the consideration for granting an extension of Substantial Completion Time on the extent that the time normally required to complete the additional designated work delays the Substantial Completion schedule.
- 8.7.2 The County may grant an extension of Substantial Completion Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of issuing a Notice to Proceed. The County may allow such extension of time only for delays occurring during the Substantial

Completion Time period or authorized extensions of the Substantial Completion Time period. When failure by the County to fulfill an obligation under the Purchase Order results in delays to the controlling items of work, the County will consider such delays as a basis for granting a time extension to the Substantial Completion date.

- 8.7.3 Whenever the Engineer suspends the Contractor's operations for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The County will not grant time extensions to the Substantial Completion date for delays due to the fault or negligence of the Contractor.
- 8.7.4 The County does not include an allowance for delays caused by the effects of inclement weather, in establishing Substantial Completion Time. The Engineer and Contractor will continually monitor the effects of weather and, when found justified, the Engineer will grant time extensions on either a bimonthly or monthly basis. The Engineer may require the Contractor to submit a request for additional time due to the effects of weather.
- 8.7.5 The County shall grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions or related adverse soil conditions that prevent the Contractor from productively performing controlling items of work resulting in:
 - 8.7.5.1 The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or
 - 8.7.5.2 The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.
- 8.7.6 No additional compensation will be made for delays caused by the effects of inclement weather.
- 8.7.7 The County will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.
- 8.7.8 The County will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a

controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

8.7.9 The County will consider the effect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

8.7.9.1 Delays are the result of either utility work that was not detailed in the plans, or utility work that was detailed in the plans but was not accomplished in reasonably close accordance with the schedule included in the Notice to Proceed.

8.7.9.2 Utility work actually affected progress toward completion of controlling work items.

8.7.9.3 The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

8.7.10 As a condition precedent to an extension of Substantial Completion Time the Contractor must submit to the Engineer:

8.7.10.1 A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay. Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Substantial Completion Time extension shall include as a minimum all documentation that the Contractor wishes the County to consider related to the delay, and the exact number of days requested to be added to Substantial Completion Time.

8.7.10.2 Upon timely receipt of the preliminary request of Substantial Completion Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay. Upon timely receipt of the request for a Substantial Completion Time extension the Engineer will further investigate the conditions,

and if it is determined that there was an increase in the time of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Substantial Completion Time will be made and the Notice To Proceed will be modified in writing accordingly.

- 8.7.10.3 The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of contract time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the County's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the County's determination as to entitlement as to time will be final, unless the Contractor can prove by clear and convincing evidence to a Contract Administrator that the County's determination was without any reasonable factual basis.

9. LATE PERFORMANCE AND LIQUIDATED DAMAGES

9.1 Notice of Delinquency and Assignment of Liquidated Damages

- 9.1.1 The CONTRACTOR is expected to complete all project NTP's within the date of substantial completion specified. Should the CONTRACTOR fail to complete any NTP by its scheduled substantial completion date without a County pre-approved written time extension, the CONTRACTOR shall be issued a "Notice of Delinquency" within five calendar days following the original NTP completion date. The "Notice of Delinquency" shall place the CONTRACTOR on notice that the CONTRACTOR will have only 14 calendar days beyond the original NTP substantial completion date to attain substantial completion of the work order, or the County shall invoke its right to collect liquidated damages at the rates established in the Special Instructions to Vendors.
- 9.1.2 For all work orders, regardless of whether the work order time is stipulated in calendar days or working days, the PM will count default days in calendar days.
- 9.1.3 The County reserves the right to deduct liquidated damage costs from payments owed to CONTRACTOR.
- 9.1.4 The County does not waive its right to liquidated damages due under the work order by allowing the CONTRACTOR to continue and to finish the work, or any part of it, after the expiration of the PO/NTP time, including granted time extensions.

9.1.5 In the case of a default by the CONTRACTOR of the work order and the completion of the work is performed by the County, the CONTRACTOR and its surety are liable for the liquidated damages under the PO/NTP, but the County will not charge liquidated damages for any delay in the final completion of the County's performance of the work due to any unreasonable action or delay on the part of the County.

9.1.6 The following original purchase order amount daily charges per calendar day shall apply to this Contract and are based on the FDOT Standard Specifications for Road and Bridge Construction, 2019 edition:

\$50,000 and under	\$ 956
Over \$50,000 but less than \$250,000	\$ 964
\$250,000 but less than \$500,000	\$1,241
\$500,000 but less than \$2,500,000	\$1,665

10. TEMPORARY SUSPENSION OF WORK

10.1 The County has the right to stop work on a project for which a NTP has been issued in the event of unforeseen circumstances or conditions that warrant temporary suspension of work. Upon request to temporary suspend work, the CONTRACTOR shall secure and clean up the site prior to departure. The CONTRACTOR shall accept this provision of the Contract, and shall be provided no additional compensation, and shall have no additional claims against the County should the CONTRACTOR be provided with this notice.

10.2 The County or any public official with jurisdiction within the CONTRACTOR'S work zone may stop work at the job site when deficiencies with the MOT/WZTC setup exist such that the resulting conditions represent an immediate safety hazard to the public.

11. INSPECTION AND METHOD OF QUANTITY MEASUREMENTS

11.1 All construction tests and inspections required by the County shall be witnessed by the PM and the following representatives:

11.1.1 A representative (Inspector) of BCHCED (or other County requesting agency), and/or a representative of the Engineer of Record for the Project, and

11.1.2 A representative of the CONTRACTOR

11.2 When necessary, in addition to the above, the following representatives may be required when requested by the County:

11.2.1 A representative of the testing lab (who will perform and certify the test results), and

11.2.2 A representative of the "facility owner" if testing of a public utility is being performed, and

11.2.3 A representative of BCTED if testing of signal, lighting, and/or communication components is being performed, and

11.2.4 If applicable, a representative of the governmental agency in which work is being performed in their jurisdiction as required.

- 11.3 Construction inspected by the County may be rejected for reasons of incompleteness or governing standards and specifications violation. The work shall be made to comply and the request for inspection repeated as outlined herein. It shall be assumed that the responsible individual(s) in charge of the work shall have inspected the work themselves and found the work to be in compliance with this Contract, NTP, referenced governing standards and specifications in this Contract, and the plan requirements before the request for inspection is made.
- 11.4 It is the responsibility of the CONTRACTOR, who holds the permit, to insure that the job site and work area are accessible and the required documentation for the requested inspections/re-inspection(s) are provided on-site. Failure to provide this access shall constitute a rejection of the pay item(s) construction and shall be scheduled for re-inspection and subject to applicable re-inspection fees as per Broward County Administrative Code Section 38, as amended. CONTRACTOR is responsible for rescheduling all re-inspection(s).
- 11.5 BCHCED shall witness such inspections/re-inspections and shall require the CONTRACTOR to perform tests as it deems appropriate to insure proper installation.
- 11.6 No labor, material or equipment required for the testing of facilities shall be furnished by the County, the facility owner or any other governmental agency.
- 11.7 The CONTRACTOR shall perform the tests(s) in the presence of the PM. If BCHCED fails to witness a properly scheduled test, the certification of the Engineer of Record shall only be accepted as determined by BCHCED.

12. REQUESTS FOR INSPECTION, QUANTITY VERIFICATION, "AS-BUILT" PLANS, AND PARTIAL PAYMENT

12.1 Inspection Request for Partial Completion of NTP

12.1.1 The PM shall be notified by the CONTRACTOR's project manager via email at least one business day in advance of the construction pay items which require an inspection. This may include pay item subset inspections, as requested by the PM. Pay Item subset inspections may include, but are not limited to, grounding, grounding array, ground connections that need to be left uncovered, buried or imbedded conduit, and form inspections which need to be performed prior to concrete pour, inspected and signed off before covering. In the event that items are concealed, it shall be the CONTRACTOR's responsibility to expose the questioned item(s) for the Inspector's approval, at no additional cost to the County. The CONTRACTOR's project manager shall provide, at a minimum, the following information in the pay item inspection request notifications:

- | | |
|----------|---|
| 12.1.1.1 | NTP Number |
| 12.1.1.2 | Permit Number |
| 12.1.1.3 | Proposed Date of Construction for Pay Item Inspection |
| 12.1.1.4 | Proposed Time of Inspection |
| 12.1.1.5 | Crew Supervisor's Name |
| 12.1.1.6 | Pay items to be inspected and estimated quantities |

- 12.1.2 The County reserves the right to request additional information be added to the submittals of the CONTRACTOR's construction inspection notifications request.

12.2 Final Inspection Request

- 12.2.1 The PM shall be notified by the CONTRACTOR's project manager via email at least 10 calendar days in advance for the NTP which requires a final inspection. The CONTRACTOR's project manager shall provide, at a minimum, the following information in the Final Direct Order NTP inspection request notification:

- 12.2.1.1 NTP Number
- 12.2.1.2 Permit Number
- 12.2.1.3 Proposed Date for final inspection
- 12.2.1.4 Proposed Time for Inspection
- 12.2.1.5 Crew Supervisor's Name
- 12.2.1.6 Final Inspection Pay Items to be inspected and tested
- 12.2.1.7 As-Built Drawings

- 12.2.2 The County reserves the right to request additional information to be added to the submittals of the CONTRACTOR's final construction inspection notifications request.

- 12.2.3 Final inspection of communication, signal infrastructure, street lighting, and school flasher items shall be performed by the by the BCTED and the PM. The CONTRACTOR is responsible to be on-site with the required plans, equipment, and materials necessary to assist the County in performing the final inspection.

- 12.2.4 The CONTRACTOR shall be responsible for preparing and setting the MOT in accordance with the MOT procedures in the Contract in order for the County to perform a safe inspection.

- 12.2.5 The CONTRACTOR shall be required to capture all punch list items generated at the final inspection and provide an electronic copy to the PM for review and subsequent approval.

A written final inspection request shall be provided via email by the CONTRACTOR to the PM at least five business days prior to the scheduled final inspection date.

- 12.2.6 CONTRACTOR shall maintain all work until the County has reviewed and passed final **completion**.

12.3 Re-inspection and Retesting Fees

Re-inspection and retesting fees are established according to all applicable re-inspection fees as per Broward County Administrative Code Section 38, as amended, when the PM must revisit the job site to perform the same service when an installation fails to meet governing standards and specification requirements at the time of the first inspection or test on the same item.

12.4 Field Verification and Measurement of Quantities Prior to Invoicing

- 12.4.1 Field verification of installed pay items and the measurement of quantities shall be performed and witnessed jointly between representatives of the CONTRACTOR and the County, respectively.
- 12.4.2 The CONTRACTOR may request a Quantities Verification Meeting (QVM) after each PO-issued project is complete and has passed final inspection. The QVM may be requested by the CONTRACTOR in writing, via email, at least five (5) business days in advance of the desired meeting date. The QVM shall be performed by knowledgeable representatives from both the CONTRACTOR and County. The purpose is to mutually field verify, and mutually agree to, the project quantities physically installed in the field as of the time of the QVM. The intent is to avoid quantity discrepancies and/or unnecessary repeated trips to the job site.
- 12.4.3 The field verification of individual “per each” quantities should be straightforward upon visual inspection and each individual piece of equipment will be either tabulated as “not installed” (zero) or “fully installed” (100%) in integer values. No partial or percentage-based quantities shall be allowed to be tabulated for “per each” individual components as noted in the PO. The CONTRACTOR shall be required to provide the County with a certified As-Built Plan that clearly outlines the various “per each” items in accordance with the requirements of the As-Built Plan section of the Contract. The As-Built Plans shall also be supplemented with tabular data providing, at a minimum, the pay item number and the quantity installed. The PM reserves the right to require the CONTRACTOR to provide GPS coordinates for certain pay items in the tabular submittal of the As-Built Plans.
- 12.4.4 The field verification of “per assembly” quantities should also be straightforward upon visual inspection, and each individual piece of equipment will be either tabulated as “not installed” (zero) or “fully installed” (100%) in integer values. No partial or percentage-based quantities will typically be allowed to be tabulated for “per assembly” components as noted in the PO. Since the “per assembly” items are often comprised of multiple parts, each part of the assembly shall be fully attached and integrated as such that a fully-functional assembly shall be provided in order to receive 100% installation credit. The CONTRACTOR shall be required to provide the County with a certified As-Built Plan that clearly outline the various “per assembly” items in accordance with the requirements of the As-Built Plan section of the Contract. The As-Built Plans shall also be supplemented with tabular data providing, at a minimum, the pay item number and the quantity installed. The PM reserves the right to require the CONTRACTOR to provide GPS coordinates for certain pay items in the tabular submittal of the As-Built Plans.
- 12.4.5 The field verification of linear quantity items, such as conduit and cable, is generally more involved as these types of installations are often not visible and/or are located underground, making quick visual inspections impractical. For all linear types of pay item quantities, the CONTRACTOR shall be required to provide the County with a certified As-Built Plan that clearly outlines the various linear runs, segment lengths and terminus points

of each particular pay item in accordance with the requirements of the As-Built Plan section of the Contract. Quantities shall be measured in terms of direct-line measurements from terminus point to terminus point, such as from center of pull box to center of pull box for conduit.

- 12.4.6 Cable quantities measured shall be in linear footage due to governing design standards and specifications required for cable slack (i.e. loops, etc.) and underground vertical curvature. All cable to be paid for in linear feet shall be required to have foot markings. Payment for cable shall be based upon the length installed between cable terminations, as determined by the manufacturer's sequential markings printed on the cable jacket and recorded to the nearest foot. Cables not meeting the previous specifications shall not be paid when invoiced and shall be rejected during inspection.
- 12.4.7 Prior to completion of the on-site QVM, representatives from both the CONTRACTOR and the County will sign-off on the agreed quantity measurements. The CONTRACTOR shall supply at least two copies of all records, so that each party concludes the meeting with signed copies of all field verification documents. After conclusion of the QVM, the CONTRACTOR will be able to submit a corresponding final invoice to the PM for completion of the statement of work and payment of the verified and approved pay item quantities. The County representative shall verify the invoice based on the QVM and prepare the necessary documentation for payment of the invoice.
- 12.4.8 The CONTRACTOR shall abide by the above-described procedures in order to ensure appropriate and timely payment of invoice(s). It is extremely important to emphasize that the field verification process is a mandatory prerequisite to the actual submission of an invoice; the submission of unsubstantiated invoices prior to an inspection approval and to a mutual field verification of quantities shall result in immediate rejection of the invoice, potentially further delaying payment.

12.5 "As-Built" Plans

- 12.5.1 The CONTRACTOR shall maintain field drawings to reflect the "as-built" items of work as the work progresses. These record documents, together with all approved samples and a counterpart of all approved shop drawings, shall be available at all times to the PM. These record documents and project schedule shall be brought to the progress meetings by the CONTRACTOR to discuss the status of the project.
- 12.5.2 Upon completion of the work, the CONTRACTOR shall prepare a record set of "as-built" drawings on reproducible material (i.e. Computer Aided Design [CAD] format). The County uses AutoCad and is the acceptable CAD format of reproducible material. In addition, the CONTRACTOR may also be required to submit to the County a set of five hard copies of the signed and sealed as-builts as indicated below.
- 12.5.3 The cost of maintaining record changes, and preparation of the Record Drawings, shall be included in the unit prices bid for the affected items. Upon completion of the work, the CONTRACTOR shall furnish the County the reproducible "As-Built" Drawings. The completed Record drawings shall be

delivered to the County at least seven (7) business days prior to final inspection for the NTP. The final inspection will not be conducted unless the Record Drawings are in the possession of the PM.

12.5.4 The completed (or final) Record Drawings shall be certified by a Professional Land Surveyor registered in the State of Florida. This certification shall consist of the Surveyor's embossed seal bearing the Surveyor's registration number, name, signature, and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set, shall list the Surveyor's name, business name, business address telephone number, and email address. The certification shall follow the Florida Board of Professional Engineer's regulations.

12.5.5 Representative items of work that should be identified on the Record Drawings as verified, changed or added, include the following:

12.5.5.1 Roadway Plans

12.5.5.1.1 Drainage structure types, location with grade of rim and flow line elevations.

12.5.5.1.2 Utility type, size and elevation in conflict structures.

12.5.5.1.3 All manholes/maintenance hatches, valves and hydrants within the right-of-way.

12.5.5.1.4 Roadway cross section elevations, right-of-way to right-of-way, at high points (crests) and low points (sags).

12.5.5.1.5 Elevation at ends of returns and high points in curb and gutter.

12.5.5.1.6 Weir elevations at pollution control structures.

12.5.5.1.7 Spot (critical) elevations at plateau intersections.

12.5.5.1.8 Final cross sections necessary for earthwork payment.

12.5.5.1.9 Sidewalks and ADA ramps station and offsets including any design required elevations.

12.5.5.2 Traffic Signalization Plan

Equipment changes, support locations, controller locations and service points. Show station and offset of all poles and cabinets including any design required elevations.

12.5.5.3 Pavement Marking and Signing Plans

Signs and markings at locations where installations vary from plan requirements.

13. QUALITY OF WORK, GUARANTEES, AND WARRANTIES

13.1 Quality of Work

13.1.1 The CONTRACTOR shall conform to all of the specifications contained within, or referred to within this Contract, and provide all installations and final construction to a level of quality acceptable to the trade and to the County.

13.1.2 The CONTRACTOR shall be responsible for the professional quality, technical accuracy, and coordination of all services furnished by the

CONTRACTOR under this Contract. The CONTRACTOR shall provide Quality Control (QC) to verify, independently check, and review all PO and NTP design drawings, specifications, and other documentation prepared for construction services as part of this Contract. No fabrication, casting, or construction shall occur until all related CONTRACTOR comments and/or concerns are addressed by the PM.

13.1.3 The CONTRACTOR further agrees to follow appropriate project drawings or sketches provided that outline the work requirements, and to follow all verbal and written instructions issued by the PM insofar as said instructions fall within the scope and limitations of this Contract.

13.1.4 The CONTRACTOR further agrees to use construction equipment which is safe and maintained in good working condition, and to provide proper direction and supervision of all work crews, including subcontractor forces, who are performing work tasks under this Contract. The County may reject unsafe equipment.

13.1.5 The CONTRACTOR shall be responsible for developing and maintaining a Construction Quality Control Plan in accordance with Section 105 of the FDOT Standard Specifications for Road and Bridge Construction which describes the Quality Control procedures to verify, check, and maintain control of key construction processes and materials.

13.1.6 The Construction Quality Control Plan for this Contract shall be provided to the PM for County approval at the Contract Kick-off meeting. The County reserves the right to request changes to already approved quality control plans.

13.2 CONTRACTOR's Quality of Work Guarantee

13.2.1 All work performed by the CONTRACTOR shall be guaranteed against any defects in workmanship for a period of not less than one (1) year from final acceptance of the Work Order. Any defects found within this time period shall be repaired or replaced by the CONTRACTOR at no cost to the County.

13.2.2 All products and materials furnished by the CONTRACTOR shall carry the manufacturers' standard warranty.

14. MAINTENANCE OF TRAFFIC (MOT)/ WORK ZONE TRAFFIC CONTROL (WZTC)

14.1 General MOT and WZTC Requirements

14.1.1 The CONTRACTOR shall perform all work and services associated with this Contract in a safe and efficient manner in order to continuously protect motorists, pedestrians, workers and the public at-large within and in the vicinity of the work zone.

14.1.2 The 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 all applicable sections

of the MUTCD and the County's Minimum Standards applicable to public rights-of-way under Broward County jurisdiction.

- 14.1.3 The 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 and WZTC measures.
- 14.1.4 The CONTRACTOR shall not be paid MOT for "Furnish Only" items or any other services that do not specifically require the implementation of MOT and WZTC measures in the public right-of-way.
- 14.1.5 A MOT Plan shall be provided by the CONTRACTOR to the PM and BCTED for approval, prior to the issuance of a PO. An approved MOT Plan shall be required when work is being performed within a Broward County Right-of-Way regardless of whether an MOT permit is required. Once the MOT Plan has been approved by the PM, then the CONTRACTOR shall have the approved MOT Plan on-site prior to, and during, the entire operation. The cost of the MOT plan is included in the Maintenance of Traffic Pay Items.
- 14.1.6 A Certified Worksite Traffic Supervisor 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 on a daily basis. The MOT is valid for the duration of the permit or completion of the project's PO/NTP, whichever comes first. 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 traffic control devices throughout the length of the project. Refer to Maintenance of Traffic General Instructions provided at the following location: <http://www.broward.org/Traffic/About/Pages/Publications.aspx>.
- 14.1.7 The CONTRACTOR shall be responsible for all traffic control equipment delivered to the job site as a part of the approved MOT plan. All equipment shall be clean, fully operational and fully reflective as per intended design and the requirements of the MUTCD and FDOT Design Standards, Index 600 series. Failure to insure all aspects of these criteria will be cause for immediate suspension of work until the sub-standard equipment is repaired or replaced.
- 14.1.8 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. The CONTRACTOR shall provide to the PM all requested information needed for approval, including the CONTRACTOR's proposed MOT plan. The MOT plans shall adhere to the FDOT Design Standards, Index 600 series and all applicable sections of the MUTCD and County's Minimum Standards.

14.2 MOT and WZTC Certifications

- 14.2.1 The CONTRACTOR and/or its subcontractor shall, at all times, have all flag persons certified in a FDOT, ATSSA or equivalent flagger courses.
- 14.2.2 The CONTRACTOR must also maintain an Area Supervisor 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. The CONTRACTOR's Area Supervisor is ultimately responsible for ensuring that all MOT and WZTC activities are in compliance with this Contract, and that work is proceeding in a safe and efficient manner at the job site(s).
- 14.2.3 All CONTRACTOR and subcontractor personnel working on a project within the vicinity of a roadway shall possess a FDOT MOT Intermediate certification, or equivalent.
- 14.2.4 Proof of certification shall immediately be provided to County upon request. If proof of certification is not provided, the applicable personnel shall immediately be removed from the job site.

14.3 Allowable Work Hours During Construction

- 14.3.1 Work involving the reduction of travel lanes is strictly prohibited to the hours of 6:30 a.m. to 9:00 a.m. and 4:00 p.m. to 6:30 p.m., Monday through Friday, unless approved, in writing, by the PM. A copy of the approved request shall be kept on-site when performing work during these hours.
- 14.3.2 Work is prohibited on all County recognized holidays unless prior approval is approved, in writing, by the PM.
- 14.4 Work hour restrictions of designated school walk routes and school speed zones are listed in the Specifications and Requirements. Work is prohibited on all County recognized holidays unless written prior approval is granted PM.
- 14.5 Weekday night work and weekend work may be permissible if the CONTRACTOR's request is provided, in writing, to PM no less than four calendar days prior to the requested work days, and the CONTRACTOR is willing to comply with the special provisions imposed by the County to perform the nighttime or weekend work. These special provisions may include, but are not limited to, the CONTRACTOR commitment to pay the associated Engineering Division charged overtime expenses as stated in the BCHCED permit application.

14.6 Pedestrian Considerations

- 14.6.1 At least one safe Accessible Route must be provided when any construction adversely impacts existing pedestrian facilities. The CONTRACTOR shall be responsible for implementing safe ADA accessible routes through construction zones and work areas under the Maintenance of Traffic Plan.
- 14.6.2 The CONTRACTOR must utilize whatever means necessary to continually maintain safe walk routes, crosswalk areas and transit stop areas.

14.6.3 The CONTRACTOR may be required to utilize temporary asphalt or concrete, barricades, water barriers, construction fencing, and other WZTC elements as necessary to comply with this requirement. The County will not accept any impact to pedestrian areas without first implementing alternative safe pedestrian routes. The alternative route must be available at the time the original route is impacted or closed to pedestrian traffic.

14.6.4 If the CONTRACTOR has any questions with regard to compliance of this requirement, the CONTRACTOR shall contact the PM for assistance.

14.7 School Pedestrian and School Zone Considerations

14.7.1 In addition to the above pedestrian requirements, School Pedestrian and School Speed Zone WZTC requirements are critically essential to the safety of school children and the motoring public. The CONTRACTOR must strictly adhere to all requirements outlined in the BCTED Maintenance of Traffic School/Pedestrian requirements. In general, construction work that directly impacts school walk routes or is in the immediate proximity to school walk routes, signalized school crosswalks or other areas of school pedestrian activity must be temporarily suspended during the 30 to 60 minutes prior to start of school in the morning, and the 30 minutes following the end of school in the afternoon, or as otherwise stipulated by the PM.

14.7.2 Similarly, lane closures during these time periods within the limits of reduced school speed zones (even temporary lane closures of 15 minutes or less), are also strictly prohibited unless an alternate plan has been pre-approved in writing by the PM.

14.7.3 These requirements are generalized, and are subject to modification or further restriction based on the specific requirements of each school area.

14.7.4 Failure to suspend work during these time frames in designated school areas shall result in the immediate shut down of work for the remainder of the day.

14.7.5 Also, since certain notifications must be provided to the Broward County School District prior to start of construction, it is imperative that the CONTRACTOR provide to the PM a construction schedule, with the required information requested in the previous requirements, including anticipated start date, at least 30 business days in advance of actual start of construction for work within designated school zones.

14.7.6 The MOT/WZTC set-up associated with school areas shall be the responsibility of the CONTRACTOR, and shall be inherently paid as part of the Maintenance of Traffic Pay Items associated with this contract.

14.8 Obstructions, Debris, Open Holes and Other Hazards

14.8.1 It shall be the CONTRACTOR'S responsibility to continuously ensure that all travel lanes, walk routes and other areas of public use within work zones are free of obstructions, debris, rubbish, litter, open holes, and other hazards.

- 14.8.2 All holes, partially completed pull box installations, etc., must be back-filled with temporary fill at the close of work operations each day.
- 14.8.3 All debris, rubbish, and litter shall be removed from the job site at the close of work operations each day.
- 14.8.4 All MOT/WZTC construction zone signs must be safely installed and provide minimum setbacks and clearances from travel lanes and walk routes in accordance with FDOT and MUTCD standards.
- 14.8.5 All walk routes and pedestrian areas must be maintained in a safe condition, clear of debris and hazards.

14.9 Warning Lights on Construction Vehicles

- 14.9.1 All CONTRACTOR and subcontractor vehicles being utilized at the job site shall be equipped with at least one amber or white flashing light, rotating beacon, strobe or LED assembly that is fully visible 360 degrees in all directions around the vehicle.
- 14.9.2 For vehicles in which the attached equipment may fully or partially obstruct the single warning light in any direction, two or more amber and/or white warning lights shall be required to ensure at least one warning light is visible from all directions around the vehicle.
- 14.9.3 All warning lights shall be Class 2 amber or white warning lights that meet the Society of Automotive Engineers Recommended Practice SAE J845, latest edition.
- 14.9.4 The operation of such warning lights shall be in accordance with Sections 316.235, 316.2397 and 316.240, Florida Statutes, as amended.

14.10 High-Visibility Safety Apparel

All CONTRACTOR and subcontractor personnel working at designated job sites must wear high-visibility safety apparel meeting the minimum standards outlined in FDOT Design Standard Index 600 "High Visibility Safety Apparel" for the conditions required. The specific construction activities being performed by the CONTRACTOR may require additional safety apparel required by industry standards and/or OSHA requirements.

14.11 MOT Inspections

- 14.11.1 The County reserves the right to inspect all MOT setups. Failure of the CONTRACTOR to set up proper MOT shall result in the issuance of a "Notice of Violation". MOT violations shall be assessed and charged as re-inspection fees.
- 14.11.2 Upon issuance of an MOT "Notice of Violation" is issued, all work shall immediately be suspended until the MOT Violation is corrected and the MOT is approved by the PM.

14.12 Liquidated Damages for unauthorized peak-hour lane closures, pedestrian access route closures and traffic signal maintenance and operation –

All contracts with County for construction in public right-of-way shall contain provisions for the assessment of liquidated damages for unauthorized peak-hour lane closures, pedestrian access route closures without authorization, and traffic signal maintenance and operation not in conformity with the Minimum Standards or, where applicable, the elevated requirements contained in the contract documents. For all such contracts, the Director of the Highway Construction and Engineering Division ("Director") is authorized to establish the amounts to be assessed as liquidated damages in accordance with Special Instructions to Vendors, Section J Liquidated damage.

15. IDENTIFICATION OF PRE-EXISTING DAMAGES OR DEFICIENCIES WITHIN PROJECT WORK AREAS

15.1 CONTRACTOR'S Responsibilities

- 15.1.1 It shall be the responsibility of the CONTRACTOR to undertake a field review of existing site conditions in order to document any pre-existing conditions or deficiencies which could otherwise be later attributed to the CONTRACTOR's work if not initially reported as "pre-existing".
- 15.1.2 It is highly recommended that the CONTRACTOR take photographs or video logs of the site immediately prior to commencement of construction. The CONTRACTOR should document any damages or deficiencies related to project work areas, and any other area that adjacent to or could be considered incidental to any construction in the area. This documentation should be provided to the PM prior to commencement of the work.
- 15.1.3 The CONTRACTOR should identify and document such items as damaged sidewalk areas, curbing, pull boxes, utility poles, traffic control signs, landscaping, irrigation and the equipment of other utilities.
- 15.1.4 The CONTRACTOR is also advised to pay particular attention to and photo-document the original pre-existing condition of paver driveways, ornamental trees or shrubs, flower beds, fencing, monument signs, decorative street lighting and other items that may be maintained by adjacent homeowners associations or commercial interests as claims are often made for incidental damages to these items.
- 15.1.5 Once the CONTRACTOR commences construction, it shall be presumed by the County that any damages or deficiencies identified in the work area during later County inspections, or identified by other utilities or agencies in the course of their normal maintenance activities, are attributable to the CONTRACTOR, and the CONTRACTOR shall be held responsible for the repair(s).
- 15.1.6 The CONTRACTOR shall be responsible for the job site described in the PO/NTP from the start of construction through the date of final acceptance.

15.2 County's Responsibilities

15.2.1 The PM will respond to any reasonable and timely requests from the CONTRACTOR to investigate or confirm any identified pre-existing conditions or deficiencies at the job site.

15.2.2 The Contract Administrator will make a determination and confirmation of any pre-existing conditions and/or other damages and what specific remedy, if any, would be prescribed.

16. 90 DAY BURN-IN PERIOD

- 16.1 The 90 Day Burn-In Period (Burn-In Period) shall be applicable to projects which involve constructing, installing, mounting, and integrating traffic signal subsystems, traffic signal equipment, video detection equipment, school flasher equipment, and/or ancillary components made operational and tested as part of the PO.
- 16.2 The CONTRACTOR shall include the Burn-In Period in its schedule provided to the County with the PO.
- 16.3 The Burn-In Period cost shall be included in the price of the individual pay items.
- 16.4 When the CONTRACTOR considers that the work for a PO applicable to the 90 Day Burn-In period as determined has reached Substantial Completion, the CONTRACTOR shall notify the PM and BCTED, in writing. When the PM, on the basis of such an inspection, determines that the Work at the intersection or designated portion thereof is substantially complete, the CONTRACTOR will prepare a Certificate of Substantial Completion for the County's approval. The Certificate of Substantial Completion shall state the responsibilities of County and CONTRACTOR for security, maintenance, utilities, damage to the Work, and insurance. The PM shall develop a list of items remaining which need to be completed after substantial completion, and the CONTRACTOR shall review this (Punch List) to satisfy the requirements of the Contract for Final Completion and to make the Work satisfactory and acceptable, subject to successful completion of the Burn-in Period. The Punch List shall be provided to the CONTRACTOR within five (5) business days after final development and review. If the final Punch List is not provided within the stated timeframe, the Contract Time for completion shall be extended by the number of days exceeding the five (5) business days. The failure to include on the Punch List any items of corrective Work does not alter the responsibility of the CONTRACTOR to complete all of the Work in accordance with the Contract.
- 16.5 The Burn-in Period shall commence upon completion or correction of the items listed on the Punch List, as determined by the PM. Successful completion of the Burn-in Period is a condition precedent to Final Completion.
- 16.6 Upon County's written notice of successful completion of Punch List, a 90 consecutive calendar-day Burn-In Period test shall commence for all traffic signal subsystems, traffic signal equipment, and ancillary components designed, procured, constructed, installed, mounted, integrated, made operational and tested as part of the construction project.
- 16.7 During the Burn-In Period, the CONTRACTOR shall retain maintenance responsibility for the project.

- 16.8 The CONTRACTOR shall be responsible to repair or replace any defective portion of the system that occurs within this test period. Any corrective action proposed by the CONTRACTOR for a failure during the Burn-In period shall be submitted to the County for approval prior to the CONTRACTOR's commencement of said corrective action. Under emergency situations, the CONTRACTOR shall immediately contact BCTED to obtain approval of proposed corrective action. The corrective action for a failure shall be fully documented as part of the CONTRACTOR's Burn-In documentation process. After corrective action has been taken, the CONTRACTOR shall submit to the County the required documentation to prove that all units have been successfully reconfigured or updated.
- 16.9 The CONTRACTOR shall provide contact information for technical personnel that shall be available on-site within 24 hours of notification of the need for services during the Burn-In period.
- 16.10 The CONTRACTOR shall repair or replace any subsystem, traffic signal device or ancillary component that fails to function properly due to defective materials, quality and/or natural causes.
- 16.11 In the event of a subsystem, traffic signal device or ancillary component failure, with the exception of consumable items, the specific intersection may be put into "Flash Mode" for purposes of testing and correcting identified deficiencies, if necessary.
- 16.12 Each time an identified deficiency has been corrected and meets all applicable tests as per the minimum technical requirements, the Burn-In Period test shall be restarted at the current day-count of the 90 consecutive calendar day Burn-in period.
- 16.13 If the total number of deficiency occurrences exceeds three due to the same traffic signal subsystems, traffic signal equipment, and ancillary components, the CONTRACTOR shall:
- 16.13.1 Remove and replace the traffic signal subsystems, traffic signal equipment, and ancillary components with a new and unused unit;
 - 16.13.2 Perform all applicable Stand-alone, Subsystem, and Operational Tests, as deemed necessary by the County; and
 - 16.13.3 Upon written approval from the County, restart the Burn-In Period.
- 16.14 The Burn-In Period test steps described herein shall be repeated as many times as deemed necessary by the County to satisfy the requirements.
- 16.15 The CONTRACTOR shall not be granted time extensions to perform the Burn-In Period test due to any failures as described herein. The CONTRACTOR shall correct any and all failures during the Burn-In Period test at no additional cost to the County.
- 16.16 Upon successful completion of the Burn-In Period, the County will issue a Letter of Final Acceptance of Operational Maintenance and the warranty shall commence. The CONTRACTOR may invoice for Retainage upon receipt of Letter of Final Acceptance.

17. RESTORATION OF WORK AREAS

- 17.1 The CONTRACTOR shall be responsible for restoring all project work areas to their original, pre-existing condition, including compaction to standard densities. This includes, but is not limited to, restoration of grass areas, swales, landscaping, curbing,

sidewalks, concrete and pavement areas, signs, and utilities which were impacted or damaged incidentally to the work being performed.

- 17.2 Surface penetrations related to directional boring activities shall be restored with fill and the existing surface material, such as sod, concrete, etc.
- 17.3 All subsurface debris such as litter, dirt, rubbish, rocks and gravel shall be properly removed from the job site, including excess concrete or hardened patches of concrete slurries or asphalt shall be removed from all areas including but not limited to, asphalt, concrete, pavers, grass, sod and landscaped areas. Grass and/or landscaped areas damaged from such activities shall be restored with matching sod and/or landscaped material.
- 17.4 The cost of restoring such items shall be borne solely by the CONTRACTOR, and shall be inherently included in the pay item cost(s) associated with the work elements of the PO. The CONTRACTOR shall have no basis for additional compensation for restoration that is incidental to such construction. The CONTRACTOR shall only be eligible for compensation related to restoration if the demolition and associated restoration was specifically identified as part of the work requirements, and the PO included such pay items specifically for those activities. For example, a concrete flag of sidewalk to be reconstructed by the CONTRACTOR per the project plan would be compensated for by the appropriate pay item and quantity in the PO; however incidental damage such as a section of concrete sidewalk that had to be removed in order to initiate directional bore operation or accidentally cracked by the weight of any of the CONTRACTOR's equipment shall be restored by the CONTRACTOR with no additional compensation.
- 17.5 In the event that the CONTRACTOR, in the due course of construction, identifies a legitimate requirement for additional demolition and restoration that was not originally identified in the PO, the CONTRACTOR shall notify the PM of the conditions and request that the demolition and restoration be added to the original PO. Demolition and restoration of new items without prior written authorization and notification shall not be compensated.

18. PROCEDURES IN THE EVENT OF ON-SITE EMERGENCIES OR INCIDENTS

18.1 CONTRACTOR's Responsibilities

The CONTRACTOR assumes total responsibility over the work zone while the project is under construction. In the event of an on-site emergency requiring immediate medical and/or law-enforcement assistance, the CONTRACTOR'S crew at the job site shall implement any emergency procedures deemed appropriate by the CONTRACTOR. After local authorities, such as emergency services and/or law enforcement authorities, have arrived on the scene and have sufficiently stabilized the incident scene, the CONTRACTOR shall prepare an incident report and notify the PM of the incident within two (2) hours of the incident.

18.2 Incident Investigation and Automatic Suspension of Work

- 18.2.1 At the option and sole discretion of the County, the County may implement an emergency temporary suspension of all CONTRACTOR's work for an automatic period of up to five (5) business days following any emergency

incident until the incident has been investigated to the satisfaction of the County.

18.2.2 If the preliminary investigation by the County determine that the construction practices of the CONTRACTOR may have adversely contributed to the events surrounding the incident, the County may choose to automatically suspend the CONTRACTOR'S work for another automatic period of up to ten (10) business days at the incident location in order to conduct a more comprehensive investigation. Prior to the end of the ten (10) business day suspension period, the County will either allow the CONTRACTOR to return to work if the County has determined that the incident did not appear to be the result of CONTRACTOR's negligence, and the CONTRACTOR has provided adequate evidence of maintaining safe construction practices, or the County will notify the CONTRACTOR, in writing, that the CONTRACTOR is being formally suspended from doing any further work until a formal disposition on the incident is reached.

18.2.3 The CONTRACTOR shall have no recourse or claims to damages against the County as a result of automatic suspensions following any emergency incident within the CONTRACTOR's work zone.

19. FEDERAL, STATE OR LOCALLY DECLARED EMERGENCIES WITHIN BROWARD COUNTY

19.1 Declared Emergency

19.1.1 For the purposes of this contract, a "Declared Emergency" shall be defined as a declared state of emergency issued by the appropriate Federal, State or Local official that has resulted from, and/or is in anticipation of, a possible widespread catastrophic disaster caused by either natural, biological, man-made, or terrorist events.

19.1.2 For a Declared Emergency to have an effect on this Contract, the Declared Emergency must be declared specifically for Broward County by the President of the United States, Governor of the State of Florida, or Mayor of Broward County. Emergencies declared for other neighboring counties (which do not include Broward County as part of the declaration) shall have no effect on the terms of this Contract. Emergencies declared for portions of South Florida that encompass Broward County will be considered a Declared Emergency for Broward County.

19.2 Hurricane Procedures

19.2.1 The CONTRACTOR owns and maintains all equipment and materials during project construction until the project has received a final passing inspection and the county has issued a Letter of Acceptance (which is received after passing final inspection).

19.2.2 If a hurricane or other severe weather event threatens the Broward County metropolitan area, it shall be the CONTRACTOR's responsibility to enact whatever measures necessary to prevent damage and loss to any projects in progress as part of this contract.

19.2.3 The County shall not be responsible for damage of any installed equipment or materials at the CONTRACTOR's job site(s) should a severe weather event occur prior to final acceptance by the County.

19.2.4 The CONTRACTOR is also responsible for preventing wind-borne construction debris (i.e. picking up all debris at the job site prior to a severe weather event).

19.2.5 The County shall also not be responsible for loss of labor hours or other incidental losses resulting from a storm event.

19.3 Time Extensions after an Emergency is Declared

19.3.1 It is recognized that following a severe storm event or other declared emergency, the CONTRACTOR may be requested to participate in emergency restoration contracts by other Federal, State and/or Local Authorities. In order to avoid potential Contract disputes which can often arise in such circumstances, this Contract shall contain the following provisions for a temporary release of work, and automatic time extension for NTP1 and NTP2 issued under this Contract and in progress at the time of the Declared Emergency. The following time extensions shall be automatically granted for the following officially Declared Emergencies covering Broward County:

19.3.1.1	Hurricane Category 1:	7 Calendar Days
19.3.1.2	Hurricane Category 2:	14 Calendar Days
19.3.1.3	Hurricane Category 3:	21 Calendar Days
19.3.1.4	Hurricane Category 4:	28 Calendar Days
19.3.1.5	Hurricane Category 5:	35 Calendar Days
19.3.1.6	Other County Declared Emergency:	3 Calendar Days
19.3.1.7	Other State Declared Emergency:	5 Calendar Days
19.3.1.8	Other Federally Declared Emergency:	10 Calendar Days

19.3.2 The above automatic time extensions are not intended to limit or prohibit the CONTRACTOR's ability to continue work on this Contract, but rather to provide a reasonable automatic deferment period during a time at which communications and decision-making related to the Contract may be significantly hindered due to the emergency.

19.3.3 The CONTRACTOR is expected to return to work and re-commence the project time schedules at the termination of the above extension periods. If conditions warrant, the County may consider extending the automatic time extensions if sufficient justification is provided by the CONTRACTOR, in writing, to the PM. The final determination on any further extensions shall rest solely with the Contract Administrator, and such determination shall be final.

20. PASS-THRU ALLOWANCES

20.1 The cost of items not covered in the Specifications and Requirements may be considered a pass-thru allowance. Payment is not guaranteed and is only paid based on actual costs incurred by the CONTRACTOR for the identified allowance. Pass-thru allowances are limited to the following:

- 20.1.1 Non-County Agency permits and fees required by governmental agencies other than the Broward County Board of County Commissioners. Excluded are licenses, permit expediting services, re-inspection fees, "runner's fees" and expired permit fees. Submitting and securing permits is the responsibility of the CONTRACTOR.
- 20.1.2 Miscellaneous parts, materials and rental of heavy equipment not supplied by the County and not included in the pay items or line items included in the Contract. All warranties shall be provided to the County. If the CONTRACTOR or its subcontractor owns the equipment, the equipment pricing shall be fair and a price no higher than the CONTRACTOR or its subcontractor charges its most favored customer. Pricing includes transportation to and from the job site, and rental equipment insurance. The County will not pay for equipment remaining overnight at the job site unless required of the work and authorized, in writing, by the Contract Administrator or designee, and the County will not pay for any type of reimbursement on equipment insurance.
- 20.2 No markup or additional fees, such as overhead and profit, are allowed on the payment of allowance items.
- 20.3 The Contract Administrator or PM must authorize use of any allowances prior to CONTRACTOR incurring costs related to an allowance amount.
- 20.4 The County reserves the right to request verification for costs of any allowance items. Submitted prices shall be fair, reasonable, meet industry standards, and shall be subject to audit.
- 20.5 A copy of the CONTRACTOR's invoice(s) or receipt(s) shall be submitted with the CONTRACTOR's payment request. Payment will be made by the County after commodities and/or services have been received, accepted and properly invoiced.

21. PAYMENTS AND RETAINAGE

- 21.1 Only final payments will be made for each project except when duration of the project shall exceed thirty (30) days from commencement of work, and upon request of the CONTRACTOR.
- 21.2 Applications for payment shall be submitted to BCHCED, 1 N. University Dr., Suite B300, Plantation, FL 33324-2038, unless the project/purchase order is issued by an agency other than BCHCED.
- 21.3 Final payment and release of retainage will be paid in full upon completion of all requirements.
- 21.4 With every Application for Payment, the CONTRACTOR shall submit to the County, a list of pay items for the various portions of the Work, aggregating the total project sum. Each item in the schedule, when approved by the County, shall be used only as a basis for the CONTRACTOR'S Application for Payment.

21.5 Partial payments shall only be made upon approval of the CONTRACTOR'S Application for Payment showing work performed and completed, tested, inspected and approved by the County, and shall be in accordance with the following:

21.5.1 Payment will be made no more than once per month. At each partial progress payment, ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the County until the project is totally completed as specified and accepted.

21.5.2 Partial payments shall not be made for any incomplete pay item (line item) associated with any PO's or NTP's issued under this Contract. All components of any pay item, including all required quantities, must be installed, and have passed pay item inspection before approval for any payment to be made on the work order.

21.5.3 No partial payments shall be made for furnish only items which have been partially delivered by the CONTRACTOR.

21.5.4 The release of retainage shall not become due until all Work under the project is (100%) complete, including:

21.5.4.1 Repair and/or replacement of faulty or defective Work.

21.5.4.2 As-built drawings and Record Drawings are submitted to and accepted by the County.

21.5.4.3 All code requirements, inspections, testing and certificates of approval are conformed with, submitted, and accepted by the County.

21.5.4.4 The County is satisfied all payrolls, bills for materials and Equipment and other indebtedness connected with the work for which the County might in any way be responsible have been paid or otherwise satisfied to the extent and in such form as may be designated by the County.

21.5.4.5 Warranties are submitted to and accepted by County.

21.5.4.6 Final list of subcontractors, sub-consultants and suppliers must be signed and notarized by CONTRACTOR. A list of all non-certified sub-vendors used must be attached to this certified document.

21.5.4.7 Letter of Acceptance by the requesting agency's Contract Administrator.

Completion of the 90 Day Burn-In Period, if applicable.

21.5.4.8 Any additional documentation or information as described in these Specifications and Requirements.

22. RESOLUTION OF DISPUTES

- 22.1 To prevent all disputes and litigation, it is agreed by the parties hereto that Consultant shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract or Project Documents and fulfillment of this Project as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract or Project Documents and Consultant's decisions of all claims, questions, difficulties and disputes shall be final and binding to the extent provided in this Contract. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of the Contract Administrator and CONTRACTOR shall be submitted to Consultant in writing within five (5) calendar days from the date of impasse. Unless a different period of time is set forth herein, Consultant shall notify the Contract Administrator and CONTRACTOR in writing of Consultant's decision within fourteen (14) calendar days from the date of the receipt of the claim, question, difficulty or dispute, unless Consultant requires additional time to gather information or allow the parties to provide additional information.
- 22.2 For disputes on projects that do not have a Consultant or are non-technical and administrative in nature, except for disputes directly related to the promptness of payment as set forth in this Contract, all non-technical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein.
- 22.3 During the pendency of any dispute and after a determination thereof, CONTRACTOR, Consultant and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.
- 22.4 In the event the determination of a dispute under this Section is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party specifically waives all of its rights, including, but not limited to, claims for contract time and contract price adjustments provided in the contract documents, including its rights and remedies under state law, if said party fails to comply in strict accordance with the requirements of this section.

23. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

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

24. APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

Refer to the following pages for a listing of Division I Standard Sections that are applicable to this contract.

FDOT Standard Specifications for Road and Bridge Construction, January 2018	Section is Applicable	Deviations from the FDOT Standard Specifications
2-1 Prequalification of Bidders.	No	
2-2 Proposals.	No	
2-3 Interpretation of Estimated Quantities.	No	
2-4 Examination of Plans, Specifications, Special Provisions and Site of Work.	No	
2-5 Preparation of Proposals.	No	
2-6 Rejection of Irregular Proposals.	No	
2-7 Guaranty to Accompany Proposals.	No	
2-8 Delivery of Proposals.	No	
2-9 Withdrawal or Revision of Proposals.	No	
2-10 Opening of Proposals.	No	
2-11 Disqualification of Bidders.	No	
2-12 Material, Samples and Statement.	Yes	
3-1 Consideration of Bids.	No	
3-2 Award of Contract.	No	
3-3 Cancellation of Award.	No	
3-4 Release of Proposal Guaranty.	No	
3-5 Contract Bond Required.	No	
3-6 Execution of Contract and Contract Bond.	No	
3-7 Failure by Contractor to Execute Contract and Furnish Bond.	No	
3-8 Audit of Contractor's Records.	No	
3-9 Public Records.	No	
4-1 Intent of Contract.	Yes	
4-2 Work not covered by Standard Specifications.	No	
4-3 Alteration of Plans or of Character of Work.	No	
4-4 Unforeseeable Work.	No	
4-5 Rights in and Use of Materials Found on the Site of the Work.	Yes	
4-6 Final Cleaning Up of Right-of-Way.	Yes	
5-1 Plans and Working Drawings.		
5-1.1 Contract Documents	No	
5-1.2 Department's Plans	Yes	
5-1.3 Alterations in Plans	Yes	
5-1.4 Shop Drawings		

5-1.4.1. Definitions:	Yes	
5-1.4.2 Work Items Requiring Shop Drawings:	Yes	
5-1.4.3 Schedule of Submittals:	Yes	Excludes the following language: "Submit the schedule of submittals to the Department's Shop Drawing Review Office and the Engineer of Record within 60 days of the start of the Contract, and prior to the submission of any shop drawings."
5-1.4.4 Style, Numbering, and Material of Submittals.	Yes	
5-1.4.5 Submittal Paths:	Yes	
5-1.4.5.1 General: (1)	No	
5-1.4.5.1 General: (2)	No	
5-1.4.5.2 Building Structures:	Yes	
5-1.4.5.3 Contractor-Originated Design:	Yes	
5-1.4.5.4 Temporary Works:	Yes	
5-1.4.5.5 Falsework Founded on Shallow Foundations:	Yes	
5-1.4.5.6 Formwork and Scaffolding:	Yes	
5-1.4.5.7 Beam and Girder Temporary Bracing:	Yes	
5-1.4.5.8 Erection Plan:	Yes	
5-1.4.5.9 Other Miscellaneous Design and Structural Details Furnished by the Contractor in Compliance with the Contract:	Yes	
5-1.4.6 Processing of Shop Drawings:	Yes	Excludes the submittal review timeframes. Submittal review timeframes shall be as stated in the Contract Documents.
5-1.4.7 Other Requirements for Shop Drawings for Bridges:	Yes	Excludes the submittal review timeframes. Submittal review timeframes shall be as stated in the Contract Documents.
5-1.4.8 Modifications for Construction:	Yes	
5-1.4.9 Cost of Shop Drawings:	Yes	
5-1.5 Certifications	Yes	
5-1.6 Corrections for Construction Errors	Yes	
5-2 Coordination of Contract Documents.	No	
5-3 Conformity of Work with Contract Documents.	Yes	
5-4 Errors or Omissions in Contract Documents.	Yes	
5-5 Authority of the Engineer.	Yes	References to the Director, Office of Construction are replaced with County's Contract Administrator

5-6 Authority and Duties of Engineer's Assistants.	Yes	References to the Director, Office of Construction are replaced with County's Contract Administrator
5-7 Engineering and Layout.	Yes	
5-8 Contractor's Supervision.	Yes	
5-9 General Inspection Requirements.	Yes	
5-10 Final Inspection.	No	
5-11 Final Acceptance.	No	
5-12 Claims by Contractor.	No	
5-13 Recovery Rights, Subsequent to Final Payment.	No	
6-1 Acceptance Criteria.	Yes	
6-2 Applicable Documented Authorities Other Than Specifications.	Yes	
6-3 Storage of Materials and Samples.	Yes	
6-4 Defective Materials.	Yes	Except for submittal review periods timeframes
6-5 Products and Source of Supply.	No	
7-1 Laws to be Observed.		
7-1.1 General	Yes	
7-1.2 Plant Quarantine Regulations	Yes	
7-1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds	Yes	
7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations	Yes	
7-1.5 Occupational Safety and Health Requirements	Yes	
7-1.6 Discovery of an Unmarked Human Burial	Yes	
7-1.7 Insecticides, Herbicides and Fertilizers	Yes	
7-1.8 Compliance with Section 4(f) of the USDOT Act	No	
7-1.9 Florida Minority Business Loan Mobilization Program	No	
7-2 Permits and Licenses		
7-2.1 General	No	
7-2.2 Work or Structures in Navigable Waters of the U.S., Waters of the U.S., and Waters of the State:	Yes	
7-2.3 As-Built Drawings and Certified Surveys	Yes	
7-3 Patented Devices, Materials and Processes	Yes	
7-4 Right-of-Way Furnished by the Department.	Yes	
7-5 Restoration of Surfaces Opened by Permit	Yes	Excludes the following language: "or in accordance with 4-4 when Contract items are not applicable."
7-6 Sanitary Provisions	Yes	
7-7 Control of the Contractor's Equipment	Yes	

7-8 Structures over Navigable Waters	Yes	
7-9 Use of Explosives	Yes	
7-10 Forest Protection	Yes	
7-11 Preservation of Existing Property	Yes	Excludes the submittal review periods timeframes and the following language: "or provide access and coordinate with the Department's maintenance Contractor in accordance with 8-4.4 as directed by the Engineer. The Department will compensate the Contractor for the costs associated with the repairs for restoring the existing property in accordance with 4-4. Theft and vandalism are considered damage caused by a third party."
7-12 Responsibility for Damages, Claims, etc.	No	
7-13 Insurance.	No	
7-14 Contractor's Responsibility for Work.	No	
7-15 Opening Sections of Highway to Traffic.	Yes	
7-16 Wage Rates for Federal-Aid Projects.	No	
7-17 Supplemental Agreements.	No	
7-18 Scales for Weighing Materials.	Yes	
7-19 Source of Forest Products.	Yes	
7-20 Regulations of Air Pollution from Asphalt Plants.	Yes	
7-21 Dredging and Filling.	Yes	
7-22 Available Funds.	No	
7-23 Contractor's Motor Vehicle Registration.	No	
7-24 Disadvantaged Business Enterprise Program.	No	
7-25 On-The-Job Training Requirements.	No	
7-26 Cargo Preference Act – Use of United States – Flag Vessels.	No	
8-1 Subletting or Assigning of Contracts.	No	
8-2 Work Performed by Equipment-Rental Agreement.	No	
8-3 Prosecution of Work.		
8-3.1 Compliance with Time Requirements:	No	
8-3.2 Submission of Working Schedule:	No	
8-3.3 Beginning Work:	No	
8-3.4 Provisions for Convenience of Public:	Yes	
8-3.5 Preconstruction Conference:	No	
8-4 Limitations of Operations.	Yes	
8-5 Qualifications of Contractor's Personnel.	No	
8-6 Temporary Suspension of Contractor's Operations.	No	
8-7 Computation of Contract Time.		
8-7.1 General:	No	
8-7.2 Date of Beginning of Contract Time:	No	

8-7.3 Adjusting Contract Time:	No	
8-8 Failure of Contractor to Maintain Satisfactory Progress.	No	
8-9 Default and Termination of Contract.	No	
8-10 Liquidated Damages for Failure to Complete the Work.	No	
8-11 Release of Contractor's Responsibility.	No	
8-12 Recovery of Damages Suffered by Third Parties.	No	
9-1 Measurement of Quantities.	Yes	Excludes the following language: "subject to the provisions of 9-3.2."
9-2 Scope of Payments.		
9-2.1 Items Included in Payment:	Yes	
9-2.1.1 Fuels:	No	
9-2.1.2 Bituminous Material:	No	
9-2.2 Non-Duplication of Payment:	Yes	
9-3 Compensation for Altered Quantities.	No	
9-4 Deleted Work.	Yes	Any deleted work will be based on the awarded unit prices.
9-5 Partial Payments.	No	
9-6 Record of Construction Materials.	Yes	The time period for maintaining records shall be in accordance with this Section or Section 30 of the Contract's General Conditions, whichever is a longer time period
9-7 Disputed Amounts Due the Contractor.	No	
9-8 Acceptance and Final Payment.	No	
9-9 Interest Due on Delayed Payments.	No	
9-10 Offsetting Payments.	No	

SAMPLE CERTIFICATE OF SUBSTANTIAL COMPLETION

Date of Issuance: _____ Notice to Proceed Date: _____

Contractor: _____

Consultant: _____

Contract No.: _____ PO No.: _____

Project (Name and Address): _____

Project or Designated Portion Shall Include:

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by CONTRACTOR under the Contract have been received and accepted. The Date of Substantial Completion of the Project, or portion thereof designated above, is recommended as:

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

Substantial Completion: That date, as certified in writing by the Contract Administrator in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

(Continued)

SAMPLE CERTIFICATE OF SUBSTANTIAL COMPLETION

(continued)

A list of items to be completed or corrected, prepared and approved by County, is attached hereto. The failure to include any items on such list does not alter the responsibility of CONTRACTOR to complete all work in accordance with the Contract.

CONTRACTOR will complete or correct the work on the list of items attached hereto within _____ calendar days from the above Date of Substantial Completion.

The County, through the Contract Administrator, has determined the Work or portion thereof designated by County is substantially complete and will assume full possession thereof at

_____ on _____, 2_____.
(Time) (Date)

BROWARD COUNTY BOARD
OF COUNTY COMMISSIONERS

(By Contract Administrator)

_____, 2_____
(Date)

The responsibilities of County and CONTRACTOR for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows (see attachment provided by CONTRACTOR):

SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)
Roadway, Drainage, Traffic & Miscellaneous Construction

A. Scope:

Vendors are invited to respond for an open-end contract to furnish and install all labor, materials, equipment, supervision and incidentals required to perform roadway reconstruction, widening, milling, resurfacing, pavement marking, drainage work, traffic control and signalization, school flushers, communications network, street lighting, water and sewer, landscaping, signing and pavement marking, guardrail, maintenance of traffic and so forth in compliance with all applicable building, safety, technical and related codes and laws for the Broward County Highway Construction and Engineering Division (BCHCED) 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 and shall terminate (2) years from that date. The Director of Purchasing may renew this contract for a (1) period 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.

C. Office of Economic and Small Business Requirements:

This solicitation has the following County Business Enterprise Goals: **30 % 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.

For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at <http://www.broward.org/EconDev/SmallBusiness/Pages/Default.aspx>

D. Federal Transit Administration Requirements:

Not applicable to this solicitation.

E. Vendor Responsibilities:

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

Vendor shall perform the Work with its own organization, amounting to not less than **30%** 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

FDOT PREQUALIFIED CONTRACTOR

OR

County: MAJOR ROADS- CLASS "A"-RBE1B

OR

GENERAL ENGINEERED CONSTRUCTION BUILDER

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor. All contractors must have current liability insurance and workers compensation, or proof of exemption from workers compensation.

G. Certification/Pre-qualification Requirements:

In order to be considered a responsive and responsible **Prime** Vendor for the scope of work set forth in these documents, the Vendor/Contractor shall possess at least one of the following Florida Department of Transportation (FDOT) Pre-qualification work classes:

- a) Flexible Paving
- b) Traffic Signal

H. 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.

I. 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.

J. 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**.

K. Liquidated Damages:

1. The work to be performed under this Contract shall be commenced upon issuance of Purchase Order or Notice to Proceed, which will not be issued until receipt of all required documents.
2. The work shall be completed and ready for final payment from the time indicated in the Specifications and Requirements from the date indicated in the Second 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 the County liquidated damages amounts based on the 2019 FDOT Standard Specifications as described in the chart below for each calendar day (plus approved extensions) after the time specified for completion and readiness for final payment.

TABLE 1

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

4. This amount is not a penalty but liquidated damages to the County. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the County as a consequence of such delay. 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.
6. Peak-hour lane closures, pedestrian access route closures, and traffic signal maintenance and operation during construction: All contracts with County for construction in public right-of-way shall contain provisions for the assessment of liquidated damages for unauthorized peak-hour lane closures, pedestrian access route closures without authorization, and traffic signal maintenance and operation not in conformity with the Minimum Standards or, where applicable, the elevated requirements contained in the contract documents.

6.1 Peak-hour Lane Closures: Peak-hour lane closures will be prohibited unless all viable alternatives have been explored and reasons for the closures are warranted, justified, and documented. Peak-hour lane closures proposed by Contractor must be preapproved in writing by County; otherwise they are expressly prohibited. Failure of Contractor to comply with this requirement will result in assessment of liquidated damages in the amount of TBD for each occurrence of a prohibited peak-hour lane closure plus TBD for each ensuing thirty (30) minute interval, up to a maximum amount not to exceed as per Article 3, Table 1, Section J per day, which will be assessed until the prohibited peak-hour lane closure is reopened.

6.2 Pedestrian Access Route Closures: For any temporary or permanent alteration or removal of a pedestrian access route, curb ramp, or street crossing, for ingress or egress, Contractor shall ensure that there is a viable alternate route accessible to pedestrians during construction, events, or other temporary conditions, for traversing the public right-of-way. Failure of Contractor to comply with the County-approved MOT plan or to request and obtain preapproval of a variance from the County-approved MOT plan will result in the assessment of liquidated damages in the amount of TBD for each occurrence plus TBD for each ensuing thirty (30) minute interval, up to a maximum amount not to exceed as per Article 3, Table 1, Section J per day, which will be assessed until the pedestrian access route is made available.

6.3 Liquidated Damages for Traffic Signal Maintenance and Operation During Construction: After issuance of the first notice to proceed and prior to beginning construction, Contractor shall submit to the Traffic Engineering Division for approval the signal timing plan(s) for all signalized intersections identified in those plan(s). The plan(s) must clearly identify each intersection's

proposed traffic movements with associated timing throughout each phase of construction.

- a) Contractor shall assume and accept maintenance responsibilities for the signalized intersections identified in the Contract Documents. Maintenance responsibilities include, but are not limited to:
- Repairing or replacing defective equipment;
 - Implementing signal timing plan(s) and performing necessary adjustments thereto;
 - Performing all video/vehicle detection system changes required by Minimum Standards and all traffic control manuals, and deemed necessary by the Traffic Engineering Division's Director, or designee;
 - Maintaining existing systems communications with the Traffic Engineering Division's Traffic Management Center; and
 - Adjusting signal equipment to meet the Minimum Standards and all traffic control manuals during each phase of construction.
- b) At the sole discretion of the Consultant, and if the approved signal timing plan causes extended congestion or delays, Contractor will be directed to study the intersection signal timing plan and to prepare a report with its recommendations. Based on the report, the Consultant may direct Contractor to prepare an alternative signal timing plan for the Traffic Engineering Division's review and approval. The report shall be provided to the Traffic Engineering Division within two (2) business days after such direction. Failure of Contractor to provide a report of the intersection signal timing plan recommendations to the Traffic Engineering Division within two (2) business days after request will result in liquidated damages in the amount of \$3,500 per day until the report is received. Within twenty-four (24) hours after Contractor's receipt of the Traffic Engineering Division's approved changes to an intersection's signal timing plan, Contractor shall submit to the Traffic Engineering Division any proposed modifications to the approved changes; otherwise any objections to the approved changes will be deemed waived. Thereafter, Contractor's failure to implement the approved changes within twenty-four (24) hours will result in liquidated damages in the amount of \$1,000 per day until the approved changes to the signal timing plan are implemented.
- c) All existing traffic signalization equipment is presumed to be in good working order unless Contractor submits written notice to the Traffic Engineering Division's Director, or designee, before beginning construction, identifying any issues with the equipment. After commencement of construction, any subsequent damage or malfunctions to the signal equipment, including but not limited to mast arm and strain pole structures, must be repaired by Contractor at Contractor's sole expense.

- 6.4 Appeals:** If Contractor desires to appeal any assessment of liquidated damages imposed herein, Contractor shall submit to the Contract Administrator written notice of its intent to dispute the assessment within ten (10) calendar days after Contractor's receipt of County's notice of assessment; otherwise any objection to either the assessment or the amount

will be deemed waived. Contractor's notice of appeal must provide the basis for the objection(s) and any other supporting documentation to assist in dispute resolution. Once the Contract Administrator receives notice of Contractor's intent to dispute, County and Contractor will hold a conference within ten (10) calendar days in an attempt to resolve the dispute. If disputed issues remain after the conference is held, or if no such conference occurs within ten (10) calendar days after the Contract Administrator's receipt of Contractor's notice, the parties shall undertake dispute resolution in accordance with Article 12 of the Agreement.

L. Payment:

1. Final payment and release of retainage will be paid in full upon completion of all requirements.
2. Prior to the first Application for Payment, the Vendor shall submit to the County, a schedule of values of the various portions of the Work, aggregating the total Contract Sum. Each item in the schedule, when approved by the County, shall be used only as a basis for the VENDOR'S Application for Payment.
3. 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:

Pass-thru Allowance Item	Annual Estimated Amount
Parts and Material	\$100,000
Equipment Rental	\$100,000
Permits and Inspection Fees	\$25,000
Total	\$225,000

- 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.