Exhibit 3 Page 1 of 216



CONTRACT

# BETWEEN

# **BROWARD COUNTY**

AND

# **MAN-CON INCORPORATED**

FOR

UTILITY ANALYSIS ZONE (UAZ) 122

BID/CONTRACT NO.: PNC2117206C1

# Bid PNC2117206C1 Utility Analysis Zone 122

Bid Number	PNC2117206C1
Bid Title	Utility Analysis Zone 122
Bid Start Date	Sep 6, 2018 11:24:36 AM EDT
Bid End Date	Oct 17, 2018 2:00:00 PM EDT
Question & Answer	
End Date	Oct 1, 2018 5:00:00 PM EDT
Bid Contact	Nancy Olesen
	Purchasing
	954 <b>-357</b> -7995
	nolesen@broward.org
Contract Duration	Not Applicable
Contract Renewal	Not Applicable
Prices Good for	120 days
Pre-Bid Conference	Sep 18, 2018 9:30:00 AM EDT
	Attendance is optional Location: Water and Wastewater Services
	Building 2, Training Room
	2555 West Copans Road
	Pompano Beach, FL 33069
	Attendance at the pre-bid conference is optional. This information session presents an opportunity for vendors to clarify any concerns regarding the bid requirements. The vendor is cautioned that, although the pre-bid conference is optional, no modification or any change will be allowed in the pricing because of the failure of the vendor(s) to have attended the conference. The list of attendees will be available by clicking on "Transcript" under the pre-
	submittal conference information. Job site visition is strongly recommended; submission of a bid will be construed that the
	vendor is acquainted sufficiently with the work to be performed.
	If you require any auxiliary aids for communication, please call 357-6066 so that
	arrangements can be made in advance.
Bid Comments	Scope of Work: The Work set forth within this solicitation document includes the furnishing of all labor, materials, equipment, services and incidentals for the construction of the infrastructure site work:
	The WORK will include but not be limited to installation of a new water main, services, and meters; abandonment/removal of existing water main; new gravity sewer system, abandonment/removal of the existing gravity sewer system, installation of new force mains, abandonment/removal of the existing force mains, installation of new lift station and abandonment/modifications of existing lift stations.
	The project is bounded on the north by Middle River Canal and NW 39th Street, the south by the Oakland Park Blvd, on the east by Canal 3A and UAZ 123, and on the west by the Florida Turnpike, as shown on the plans. The work area is within the City of Lauderdale Lakes and Florida Department of Transportation Rights-of- ways. Broward County Water and Wastewater Services own and operate the Water Main and Gravity Sanitary Sewer System.
	Goal Participation: This solicitation includes participation goals for Broward County certified County Business
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Enterprises. Refer to Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information.

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

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

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

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

Note to vendors: If choosing "Download Bid Packet", the packet will not automatically include the following attachments: Specifications and Requirements and Drawings. To download these documents, select download next to the individual file. To select these documents, select them from the list and choose 'Generate Zip File".

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

For Quotations, Bids, and electronically received RLIs/RFPs:

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

#### Added on Oct 3, 2018:

The following are changes and clarifications. Words in strikethrough type are deletions from existing text. Words in <u>bold underlined</u> type are additions to existing text.

1. Specifications, Section 01291, Paragraph 1.26, E. is revised as follows:

E. This line item shall also include tie-in connection to existing sanitary sewer lateral on the customers side and shall include but not be limited to flexible coupling with stainless steel band, fittings, wyes, PVC (SDR-26) or DIP piping

matching the pipe size of the existing sewer lateral, cutting existing pipe, all trenching, applying for and obtaining building plumbing permit from COUNTY, crew time for searching/excavating for existing sanitary lateral, backfill, bedding,

compaction and complete restoration and all else necessary for a complete and functional installation. 2. Specifications, Section 01291, Paragraph 1.64, B. is revised as follows:

B. Payment for irrigation restoration shall include, but is not limited to, providing all necessary pipe excavation, shall include controller and electrical service/conduit, sleeves, mainline piping and fittings, valves, bubblers nozzles, heads,

sensors, capping existing system during construction and installing new irrigation. Irrigation systems shall match coverage/heads prior to construction.

3. Specifications, Section 01291, Paragraph 1.64A · Remove and Replace Irrigation System Accessories (Bid Item No. 140-142) has been added:

A. Measurement for payment for removal and replacement of irrigation system accessories will be based upon the number, each, of such irrigation accessories actually removed and disposed of and new irrigation

accessories installed, all in accordance with the requirements of the Contract Documents.

<u>B.</u> Payment for removal and replacement of irrigation system accessories shall include, but is not limited to, providing all necessary excavation, including controller and electrical service/conduit, valves, bubblers nozzles,

heads, sensors, Irrigation systems shall match coverage/heads prior to construction.

<u>C.</u> This item is to remove and re-place existing irrigation service accessories serving private properties damaged due to proposed improvements. This item shall be performed with of the approval of the

CONSULTANT/COUNTY.

4. Specifications, Section 01291, Paragraph 1.64B, - Repair Existing Roadway (Bid Item No. 143) has been added:

A. Measurement for payment to repair existing roadway will be based upon the number of square yards of such roadway actually compacted and repaired in place, including densities passed, and primed all in accordance

with the requirements of the Contract Documents.

B. Payment to repair existing roadway will be made at the unit price per square yard indicated on the Item Response Form, which price shall include but not be limited to, removal and disposal of existing asphalt (regardless

of thickness), scarifying existing limerock base, furnishing and placing of new lime rock base material (up to six inches in thickness), applying prime coat, first lift of one inch SP-9.5 asphalt, excavation, transportation,

handling, cleaning, positioning, grading, and compacting of limerock base to LBR 100 and disposal of waste or unsuitable material.

<u>C.</u> This item is provided to repair existing roadway depressions/potholes/settling within areas designated for mill and overlay. This item shall be performed with of the approval of the CONSULTANT/COUNTY.

5. The following bid line items have been revised and/or added:

- A. The unit of measure for Bid Item 116 was revised to linear feet.
- B. The unit of measure for Bid Item 130 was revised to linear feet.
- C. The description for Bid Items Nos. 72, 73, and 139 are revised.
- D. Bid Item Nos. 140, 141, 142, and 143 are added
- 6. The following drawings are hereby replaced/added and are attached as Drawings, Addendum No. 1:

A. Cover Sheet (dated 10/1/18)

B. Summary of Quantities-Sheet C-2 (dated 10/1/18)

7. Questions regarding Addendum No. 1 only can be emailed to nolesen@broward.org by October 8, 2018 at 5:00 p.m.

Added on Oct 4, 2018: Litigation History Form has been revised and replaced in its entirety.

Addendum # 1						
New Documents	Drawings	Addendum No	1 ndf			

New Documents	Drawings, Addendum No. 1.pdf		
Previous End Date	Oct 8, 2018 2:00:00 PM EDT	New End Date	Oct 17, 2018 2:00:00 PM EDT
Changes were ma	de to the following items:		
F&I 6 inch PVC SDF	-26 Sanitary Sewer Lateral Piping & Reconnect		
F&I 8 inch PVC SDF	-26 Sanitary Sewer Lateral Piping & Reconnect		
R&D 12 to 15 inch	CMP, Install 12 to 15 inch Drainage Pipe (may		
vary by 20%)			
F&P 6 in Thermopl	astic Solid White, Yellow Traffic Stripe		
Irrigation Restorati	on (may vary by 20 percent)		
Remove and Repla	ace Irrigation Pop-Up Sprinkler Heads (may vary		
20 percent)			
Remove and Repla	ace Irrigation Controllor (may vary by 20		
percent)			
Remove and Repla	ace Irrigation Valve (may vary by 20 percent)		
Repair Existing Roa	adway (may vary by 20%)		

# Addendum # 2

New Documents Litigation History

Removed Documents Litigation History Requirement

#### Item Response Form

Item	PNC2117206C1-01-01 - Base Bid: Performance and Payment Guaranty and Insurance
Quantity	1 lump sum
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1

#### Description

Payment for performance and payment guaranty and insurance will be made at the lump sum price named in the Item Response Form. The CONTRACTOR may request payment for this bid item after the Initial Notice to Proceed has been issued. Bonds and Insurance are limited to 3 percent of the Total Bid Items. Any amount in excess of 3 percent will be moved to Line Item No. 2, Mobilization, however, the total bid amount will not change. The 3 percent ceiling on Bonds and Insurance is not responsiveness, just an instruction on the amount the COUNTY will pay for Bonds and Insurance.

Item	PNC2117206C1-01-02 - Base Bid: Mobilization
Quantity	1 lump sum
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069

#### Description

See Section 01505, Mobilization for payment limitations. Payment for mobilization will be made at the lump sum price named in the Item Response Form. An initial lump sum partial payment of 40 percent of the Mobilization Pay Item shall be made upon completion of the items No. 1-9 as outlined in Section 01505 paragraph 1.02.A. Payment of the remaining 60 percent for mobilization will be made in equal monthly amounts during the duration of the original contractual Substantial Completion contract time and includes demobilization.

Item	PNC2117206C1-01-03 - Base Bid: Maintenance of Traffic
Quantity	1 lump sum
Unit Price	
Delivery Location	Broward County Board of County Commissioners
	EV0057

WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1

#### Description

See Section 01555, Traffic Regulations, Section 1110 Summary of Work, and all other references to traffic control in this document. Payment for maintenance of traffic will be made at the lump sum price named in the Item Response Form. Payment for maintenance of traffic will be made in equal monthly lump sum amounts during the duration of the original contract time. Existing traffic signage shall be maintained and protected at all times. There shall be no additional payment for replacement. CONTRACTOR is hereby forewarned that Broward County, FDOT and the City of Lauderdale Lakes may not allow lane closures during rush hour or other times and may permit only one lane to be closed at any time, if at all. Additional requirements may exist depending on the right-of-way owner. It is the responsibility of the CONTRACTOR to determine, prior to bidding, all MOT requirements of all agencies having jurisdiction and incorporate all such requirements into their prices bid, schedule and means and methods. Furnishing and installing all temporary road, pedestrian facilities, all required traffic control devices, signs including portable changeable message signs, associated accessories and staff, and law enforcement officers as required to maintain vehicular and pedestrian traffic, and all else necessary for a complete and functional Maintenance of Traffic operation, as required by the authority having jurisdiction, are to be included under this item. Demolition, removal, and disposal of all temporary road and pedestrian facilities are also included in this line item.

Item	PNC2117206C1–01-04 - Base Bid: Excavation in Rock
Quantity	4835 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4835

#### Description

Measurement for payment to excavate for infrastructure in rock will be based upon the actual number of linear feet of such excavation performed all in accordance with the Contract Documents. Payment for excavation in rock will be made at the unit price per linear foot named in the Item Response Form which unit price shall constitute full compensation for the excavation in rock and shall include, but not be limited to, excavation, removal and disposal. Backfill of excavation, compaction and all restoration WORK shall be completed and paid under the applicable bid item for the utility being installed. Excavation in rock will be paid for on a linear foot basis regardless of depth and width required to properly install the proposed underground utility. This bid item is in addition to the normal cost of installing underground utilities named specific bid items. Payment for rock excavation will be made only when the requirements of Section 02300, Earthwork have been satisfied and approved by the CONSULTANT.

Item	PNC2117206C1-01-05 - Base Bid: F&I, 4 inch DIP Water Main Pipe
Quantity	43 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 43

#### Description

Measurement for payment for furnishing and installing ductile iron pipe will be based upon the number of linear feet of such pipe, actually constructed as determined by measurement along the centerline of the pipe in place, inclusive of valve structures, vaults and casings, megalugs, restraints all in accordance with the requirements of the Contract Documents. Payment for furnishing and

installing ductile iron pipe will be made at the unit bid price per linear foot of pipe indicated in the on the Item Response Form which price shall constitute full compensation for the complete installation of the named ductile iron pipe and restraints, including but not limited to clearing and grubbing, excavation, backfill, compaction, bedding, dewatering, sleeves, sheeting, marking tape, coatings, joint restraints, gaskets, removal and replacement of existing guardrail (as indicated on drawings), readily visible line running longitudinally, transition couplings, by-pass pumping, spool pieces, pigging and cannon flushing, pressure testing, temporary sanitary sewer bypass, and cleaning.

Item	PNC2117206C1-01-06 - Base Bid: F&I, 6 inch DIP Water Main Pipe
Quantity	4566 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4566

Measurement for payment for furnishing and installing ductile iron pipe will be based upon the number of linear feet of such pipe, actually constructed as determined by measurement along the centerline of the pipe in place, inclusive of valve structures, vaults and casings, megalugs, restraints all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing ductile iron pipe will be made at the unit bid price per linear foot of pipe indicated in the on the Item Response Form which price shall constitute full compensation for the complete installation of the named ductile iron pipe and restraints, including but not limited to clearing and grubbing, excavation, backfill, compaction, bedding, dewatering, sleeves, sheeting, marking tape, coatings, joint restraints, gaskets, removal and replacement of existing guardrail (as indicated on drawings), readily visible line running longitudinally, transition couplings, by-pass pumping, spool pieces, pigging and cannon flushing, pressure testing, temporary sanitary sewer bypass, and cleaning.

Item	PNC2117206C1-01-07 - Base Bid: F&I, 8 inch DIP Water Main Pipe
Quantity	10463 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 10463

#### Description

Measurement for payment for furnishing and installing ductile iron pipe will be based upon the number of linear feet of such pipe, actually constructed as determined by measurement along the centerline of the pipe in place, inclusive of valve structures, vaults and casings, megalugs, restraints all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing ductile iron pipe will be made at the unit bid price per linear foot of pipe indicated in the on the Item Response Form which price shall constitute full compensation for the complete installation of the named ductile iron pipe and restraints, including but not limited to clearing and grubbing, excavation, backfill, compaction, bedding, dewatering, sleeves, sheeting, marking tape, coatings, joint restraints, gaskets, removal and replacement of existing guardrail (as indicated on drawings), readily visible line running longitudinally, transition couplings, by-pass pumping, spool pieces, pigging and cannon flushing, pressure testing, temporary sanitary sewer bypass, and cleaning.

Item	PNC2117206C1-01-08 - Base Bid: F&I, 10 inch DIP Water Main Pipe
Quantity	5223 linear feet
Unit Price	

Delivery Location

Broward County Board of County Commissioners

EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 5223

#### Description

Measurement for payment for furnishing and installing ductile iron pipe will be based upon the number of linear feet of such pipe, actually constructed as determined by measurement along the centerline of the pipe in place, inclusive of valve structures, vaults and casings, megalugs, restraints all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing ductile iron pipe will be made at the unit bid price per linear foot of pipe indicated in the on the Item Response Form which price shall constitute full compensation for the complete installation of the named ductile iron pipe and restraints, including but not limited to clearing and grubbing, excavation, backfill, compaction, bedding, dewatering, sleeves, sheeting, marking tape, coatings, joint restraints, gaskets, removal and replacement of existing guardrail (as indicated on drawings), readily visible line running longitudinally, transition couplings, by-pass pumping, spool pieces, pigging and cannon flushing, pressure testing, temporary sanitary sewer by-pass, and cleaning.

Item	PNC2117206C1-01-09 - Base Bid: F&I, 12 inch DIP Water Main Pipe
Quantity	8509 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 8509

#### Description

Measurement for payment for furnishing and installing ductile iron pipe will be based upon the number of linear feet of such pipe, actually constructed as determined by measurement along the centerline of the pipe in place, inclusive of valve structures, vaults and casings, megalugs, restraints all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing ductile iron pipe will be made at the unit bid price per linear foot of pipe indicated in the on the Item Response Form which price shall constitute full compensation for the complete installation of the named ductile iron pipe and restraints, including but not limited to clearing and grubbing, excavation, backfill, compaction, bedding, dewatering, sleeves, sheeting, marking tape, coatings, joint restraints, gaskets, removal and replacement of existing guardrail (as indicated on drawings), readily visible line running longitudinally, transition couplings, by-pass pumping, spool pieces, pigging and cannon flushing, pressure testing, temporary sanitary sewer by-pass, and cleaning.

Item	PNC2117206C1-01-10 - Base Bid: F&I, 16 inch DIP Water Main Pipe
Quantity	216 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 216
Description	

Measurement for payment for furnishing and installing ductile iron pipe will be based upon the number of linear feet of such pipe, actually constructed as determined by measurement along the centerline of the pipe in place, inclusive of valve structures, vaults and casings, megalugs, restraints all in accordance with the requirements of the Contract Documents. Payment for furnishing and

installing ductile iron pipe will be made at the unit bid price per linear foot of pipe indicated in the on the Item Response Form which price shall constitute full compensation for the complete installation of the named ductile iron pipe and restraints, including but not limited to clearing and grubbing, excavation, backfill, compaction, bedding, dewatering, sleeves, sheeting, marking tape, coatings, joint restraints, gaskets, removal and replacement of existing guardrail (as indicated on drawings), readily visible line running longitudinally, transition couplings, by-pass pumping, spool pieces, pigging and cannon flushing, pressure testing, temporary sanitary sewer bypass, and cleaning.

Item	PNC2117206C1–01-11 - Base Bid: F&I 12 inch Flanged DIP Water Main Pipe and 12 inch Flanged DIP Force Main Pipe
Quantity	1 lump sum
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1
Description	

Measurement for payment for furnishing and installing flanged water main and force main ductile iron pipe for aerial crossing will be made at the lump sum price named in the Item Response Form in accordance with the requirements of the Contract Documents. Payment for furnishing and installing flanged water main and force main ductile iron pipe for aerial crossing will be made at the lump sum price indicated in the Item Response Form which price shall constitute full compensation for the complete installation of water main and force main ductile iron pipe and restraints including supports, coatings, fittings, megalugs, joint restraints, clamps, hardware, air release valves, pressure gauges; excavation, dewatering, bedding, backfill, compaction, testing, cast in place reinforced concrete beams, piles, fan guards, sand cement rip rap, clearing, canal back re-grading, etc. and all else necessary for a complete and functional installation. This bid item also includes one test pile to an estimated depth of 55 feet along with eight (8) concrete piles to an estimated depth of 40 feet.

Item	PNC2117206C1-01-12 - Base Bid: F&I Ductile Iron Fittings
Quantity	30 ton
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 30
Description	

Measurement for payment to furnish and install fittings shall be based upon the unit bid price per ton for such fittings furnished all in accordance with the Contract Documents. Weight will be based on compact fitting weight only not including megalugs. Payment for furnishing and installing fittings shall be at the unit bid price per ton as indicated on the Item Response Form and shall include furnishing, complete installation including excavation, backfill, compaction, bedding, dewatering, coatings, gaskets, storing and transporting the fittings.

Item	PNC2117206C1–01-13 - Base Bid: F&I Fire Hydrant Assembly w/ Swing Check Assembly
Quantity	52 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners
	<u>EV0057</u>

WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 52

#### Description

Measurement for payment to furnish and install fire hydrant assemblies with swing check valve assembly shall be at the unit bid price per each fire hydrant assemblies furnished in accordance with the Contract Documents. Payment for furnishing and installing fire hydrant assemblies with swing check valve assembly shall be at the unit bid price per each, indicated on the Item Response Form and shall include excavation, backfill, compaction, furnishing, storing, and transporting. Fire hydrant assemblies shall include the complete fire hydrant, bollards, restrained joints, fire hydrant extensions, 6-inch thick x 2 feet x 2 feet concrete pad, painting with reflective type paint, blue raised reflective marker placed in center line of outside roadway lane, and built-in swing check valve assemblies. Pipe, gate valves and other fittings shall not be included in this pay item.

Item	PNC2117206C1-01-14 - Base Bid: Remove & Salvage Existing Fire Hydrant Assembly
Quantity	49 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 49

#### Description

Measurement for payment to remove and salvage existing fire hydrant assembly shall be at the unit bid price per each fire hydrant assemblies removed and salvaged in accordance with the Contract Documents. Payment for removing and salvaging existing fire hydrant assemblies shall be at the unit bid price per each, indicated on the Item Response Form and shall include excavation, backfill, compaction, plugging at existing main, removal and disposal of existing bollards, delivery of the fire hydrant assembly to COUNTY, and all restoration work.

ltem	PNC2117206C101-15 - Base Bid: F&I 6 inch Gate Valve w/ Box, Extension and all Appurtenances
Quantity	90 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 90

#### Description

Measurement for payment to furnish and install valves will be based upon actual quantity, each, of such valves (gate, butterfly, or plug) and boxes furnished and installed, all in accordance with the requirements of the Contract Documents. Additional valves incorporated for testing purposes and left in place shall be paid at the unit price. Payment for furnishing and installing valves and boxes will be made at the unit bid price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the valve, including excavation, backfill, compaction, bedding, dewatering, furnishing, storing, transporting, valve box and cover (locking lid), valve collar and identification marker (per detail 121), joint restraint, coatings, extension to finish grade and concrete collar installed in unpaved areas. Test valves shall be constructed with a riser to ground level, and be marked, tagged, and photographed.

Item	PNC2117206C1–01-16 - Base Bid: F&I 8 inch Gate Valve w/ Box, Extension and all Appurtenances
Quantity	24 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qtv 24

#### Description

Measurement for payment to furnish and install valves will be based upon actual quantity, each, of such valves (gate, butterfly, or plug) and boxes furnished and installed, all in accordance with the requirements of the Contract Documents. Additional valves incorporated for testing purposes and left in place shall be paid at the unit price. Payment for furnishing and installing valves and boxes will be made at the unit bid price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the valve, including excavation, backfill, compaction, bedding, dewatering, furnishing, storing, transporting, valve box and cover (locking lid), valve collar and identification marker (per detail 121), joint restraint, coatings, extension to finish grade and concrete collar installed in unpaved areas. Test valves shall be constructed with a riser to ground level, and be marked, tagged, and photographed.

ltem	PNC2117206C101-17 - Base Bid: F&I 10 inch Gate Valve w/ Box, Extension and all Appurtenances
Quantity	18 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 18

#### Description

Measurement for payment to furnish and install valves will be based upon actual quantity, each, of such valves (gate, butterfly, or plug) and boxes furnished and installed, all in accordance with the requirements of the Contract Documents. Additional valves incorporated for testing purposes and left in place shall be paid at the unit price. Payment for furnishing and installing valves and boxes will be made at the unit bid price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the valve, including excavation, backfill, compaction, bedding, dewatering, furnishing, storing, transporting, valve box and cover (locking lid), valve collar and identification marker (per detail 121), joint restraint, coatings, extension to finish grade and concrete collar installed in unpaved areas. Test valves shall be constructed with a riser to ground level, and be marked, tagged, and photographed.

Item	PNC2117206C1–01-18 - Base Bid: F&I 12 inch Gate Valve w/ Box, Extension and all Appurtenances
Quantity	20 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057
	WWS WATER SUPPLY WAREHOUSE
	ATT:ENVIRONMENTAL ENGR 1 FL
	2555 W COPANS ROAD
	POMPANO BEACH FL 33069

#### **Qty** 20

#### Description

Measurement for payment to furnish and install valves will be based upon actual quantity, each, of such valves (gate, butterfly, or plug) and boxes furnished and installed, all in accordance with the requirements of the Contract Documents. Additional valves incorporated for testing purposes and left in place shall be paid at the unit price. Payment for furnishing and installing valves and boxes will be made at the unit bid price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the valve, including excavation, backfill, compaction, bedding, dewatering, furnishing, storing, transporting, valve box and cover (locking lid), valve collar and identification marker (per detail 121), joint restraint, coatings, extension to finish grade and concrete collar installed in unpaved areas. Test valves shall be constructed with a riser to ground level, and be marked, tagged, and photographed.

I	PNC2117206C1-01-19 - Base Bid: F&I 16 inch Gate Valve w/ Box, Extension and al Appurtenances
Quantity	4 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4

#### Description

Measurement for payment to furnish and install valves will be based upon actual quantity, each, of such valves (gate, butterfly, or plug) and boxes furnished and installed, all in accordance with the requirements of the Contract Documents. Additional valves incorporated for testing purposes and left in place shall be paid at the unit price. Payment for furnishing and installing valves and boxes will be made at the unit bid price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the valve, including excavation, backfill, compaction, bedding, dewatering, furnishing, storing, transporting, valve box and cover (locking lid), valve collar and identification marker (per detail 121), joint restraint, coatings, extension to finish grade and concrete collar installed in unpaved areas. Test valves shall be constructed with a riser to ground level, and be marked, tagged, and photographed.

Item	PNC2117206C1-01-20 - Base Bid: F&I 6 inch Insertion Valve
Quantity	1 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners
	<u>EV0057</u>
	WWS WATER SUPPLY WAREHOUSE
	ATT:ENVIRONMENTAL ENGR 1 FL
	2555 W COPANS ROAD
	POMPANO BEACH FL 33069
	Qty 1

#### Description

Measurement for payment to furnish and install insertion valves will be based upon actual quantity, each of such insertion valves furnished and installed, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing insertion valves will be made at the unit bid price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the insertion valve, including excavation, backfill, compaction, bedding, dewatering, furnishing valve, valve box and extension to finish grade, concrete pad/jacket, concrete collar installed in unpaved areas, and all else necessary for a complete and functional installation. Insertion Valves shall be used when nearby existing valves cannot be used to isolate existing flows when cutting into an existing main and at the discretion and approval of the COUNTY and CONSULTANT.

Item

PNC2117206C1-01-21 - Base Bid: F&I 8 inch Insertion Valve

Quantity	1 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1

#### Description

Measurement for payment to furnish and install insertion valves will be based upon actual quantity, each of such insertion valves furnished and installed, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing insertion valves will be made at the unit bid price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the insertion valve, including excavation, backfill, compaction, bedding, dewatering, furnishing valve, valve box and extension to finish grade, concrete pad/jacket, concrete collar installed in unpaved areas, and all else necessary for a complete and functional installation. Insertion Valves shall be used when nearby existing valves cannot be used to isolate existing flows when cutting into an existing main and at the discretion and approval of the COUNTY and CONSULTANT.

Item	PNC2117206C1-01-22 - Base Bid: F&I 10 inch Insertion Valve
Quantity	4 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4

#### Description

Measurement for payment to furnish and install insertion valves will be based upon actual quantity, each of such insertion valves furnished and installed, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing insertion valves will be made at the unit bid price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the insertion valve, including excavation, backfill, compaction, bedding, dewatering, furnishing valve, valve box and extension to finish grade, concrete pad/jacket, concrete collar installed in unpaved areas, and all else necessary for a complete and functional installation. Insertion Valves shall be used when nearby existing valves cannot be used to isolate existing flows when cutting into an existing main and at the discretion and approval of the COUNTY and CONSULTANT.

Item	PNC2117206C1-01-23 - Base Bid: F&I 12 inch Insertion Valve
Quantity	2 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 2

#### Description

Measurement for payment to furnish and install insertion valves will be based upon actual quantity, each of such insertion valves furnished and installed, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing insertion valves will be made at the unit bid price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the insertion valve, including excavation, backfill, compaction, bedding, dewatering,

furnishing valve, valve box and extension to finish grade, concrete pad/jacket, concrete collar installed in unpaved areas, and all else necessary for a complete and functional installation. Insertion Valves shall be used when nearby existing valves cannot be used to isolate existing flows when cutting into an existing main and at the discretion and approval of the COUNTY and CONSULTANT.

Item	PNC2117206C1-01-24 - Base Bid: F&I 16 inch Insertion Valve
Quantity	2 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 2

#### Description

Measurement for payment to furnish and install insertion valves will be based upon actual quantity, each of such insertion valves furnished and installed, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing insertion valves will be made at the unit bid price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the insertion valve, including excavation, backfill, compaction, bedding, dewatering, furnishing valve, valve box and extension to finish grade, concrete pad/jacket, concrete collar installed in unpaved areas, and all else necessary for a complete and functional installation. Insertion Valves shall be used when nearby existing valves cannot be used to isolate existing flows when cutting into an existing main and at the discretion and approval of the COUNTY and CONSULTANT.

ltem	PNC2117206C1–01-25 - Base Bid: Cut Existing 6 inch Water Main and Connect Proposed Water Main
Quantity	3 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 3

#### Description

Measurement for payment to connect to existing water/force main by means of cutting existing water/force main, removing existing plugs and connecting proposed water/force main, and cutting-in proposed plugs will be based upon actual quantity, each, of such connections made in accordance with the contract documents. Payment to connect to existing water/force main by means of cutting existing water/force main, removing existing plugs and connecting proposed water/force main, and cutting-in proposed water/force main, and cutting existing water/force main, removing existing plugs and connecting proposed water/force main, and cutting-in proposed plugs will be made at the unit price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the connection, including excavation, backfill, compaction, bedding, dewatering, shutting down existing main, temporary by-pass pumping, tanker trucks, cutting main, temporary caps, spool pieces and installation of the connection fittings and all else necessary for a complete and functional installation.

Item	PNC2117206C1–01-26 - Base Bid: Cut Existing 10 inch Water Main and Connect Proposed Water Main
Quantity	2 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u>

WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 2

#### Description

Measurement for payment to connect to existing water/force main by means of cutting existing water/force main, removing existing plugs and connecting proposed water/force main, and cutting-in proposed plugs will be based upon actual quantity, each, of such connections made in accordance with the contract documents. Payment to connect to existing water/force main by means of cutting existing water/force main, removing existing plugs and connecting proposed water/force main, and cutting-in proposed plugs will be made at the unit price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the connection, including excavation, backfill, compaction, bedding, dewatering, shutting down existing main, temporary by-pass pumping, tanker trucks, cutting main, temporary caps, spool pieces and installation of the connection fittings and all else necessary for a complete and functional installation.

Unit Price	each
•	
Delivery Location Br	
E W A 2 P	roward County Board of County Commissioners <u>200057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Quty 2

#### Description

Measurement for payment to connect to existing water/force main by means of cutting existing water/force main, removing existing plugs and connecting proposed water/force main, and cutting-in proposed plugs will be based upon actual quantity, each, of such connections made in accordance with the contract documents. Payment to connect to existing water/force main by means of cutting existing water/force main, removing existing plugs and connecting proposed water/force main, and cutting-in proposed plugs will be made at the unit price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the connection, including excavation, backfill, compaction, bedding, dewatering, shutting down existing main, temporary by-pass pumping, tanker trucks, cutting main, temporary caps, spool pieces and installation of the connection fittings and all else necessary for a complete and functional installation.

Item	PNC2117206C1–01-28 - Base Bid: Cut Existing 16 inch Water Main and Connect Proposed Water Main
Quantity	1 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1

#### Description

Measurement for payment to connect to existing water/force main by means of cutting existing water/force main, removing existing plugs and connecting proposed water/force main, and cutting-in proposed plugs will be based upon actual quantity, each, of such connections made in accordance with the contract documents. Payment to connect to existing water/force main by means of cutting existing water/force main, removing existing plugs and connecting proposed water/force main, and cutting-in proposed water/force main, and cutting bugs and connecting proposed water/force main, and cutting-in proposed plugs will be made at the unit price each, indicated on the Item Response Form which price shall constitute full compensation for the completed

installation of the connection, including excavation, backfill, compaction, bedding, dewatering, shutting down existing main, temporary by-pass pumping, tanker trucks, cutting main, temporary caps, spool pieces and installation of the connection fittings and all else necessary for a complete and functional installation.

Item	PNC2117206C1-01-29 - Base Bid: Restrain Existing 6 inch Water Main Pipe
Quantity	63 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 63

#### Description

Measurement for payment to restrain existing water/force main will be based upon the number of linear feet of existing pipe restrained, named in the Item Response Form, actually restrained as determined by measurement along the centerline of the existing pipe all in accordance with the requirements of the Contract Documents. Payment for restraining existing water/force main will be made at the unit price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the complete restraint of the existing pipe, including excavation, backfill, compaction, bedding, dewatering, all restraints, nuts, bolts, and all else necessary for a complete and functional installation.

Item	PNC2117206C1-01-30 - Base Bid: Restrain Existing 10 inch Water Main Pipe
Quantity	42 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners
	<u>EV0057</u>
	WWS WATER SUPPLY WAREHOUSE
	ATT:ENVIRONMENTAL ENGR 1 FL
	2555 W COPANS ROAD
	POMPANO BEACH FL 33069
	Qty 42

#### Description

Measurement for payment to restrain existing water/force main will be based upon the number of linear feet of existing pipe restrained, named in the Item Response Form, actually restrained as determined by measurement along the centerline of the existing pipe all in accordance with the requirements of the Contract Documents. Payment for restraining existing water/force main will be made at the unit price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the complete restraint of the existing pipe, including excavation, backfill, compaction, bedding, dewatering, all restraints, nuts, bolts, and all else necessary for a complete and functional installation.

Item	PNC2117206C1-01-31 - Base Bid: Restrain Existing 12 inch Water Main Pipe
Quantity	42 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 42

#### Description

Measurement for payment to restrain existing water/force main will be based upon the number of linear feet of existing pipe restrained, named in the Item Response Form, actually restrained as determined by measurement along the centerline of the existing pipe all in accordance with the requirements of the Contract Documents. Payment for restraining existing water/force main will be made at the unit price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the complete restraint of the existing pipe, including excavation, backfill, compaction, bedding, dewatering, all restraints, nuts, bolts, and all else necessary for a complete and functional installation.

Item	PNC2117206C1-01-32 - Base Bid: Restrain Existing 16 inch Water Main Pipe
Quantity	32 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 32

#### Description

Measurement for payment to restrain existing water/force main will be based upon the number of linear feet of existing pipe restrained, named in the Item Response Form, actually restrained as determined by measurement along the centerline of the existing pipe all in accordance with the requirements of the Contract Documents. Payment for restraining existing water/force main will be made at the unit price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the complete restraint of the existing pipe, including excavation, backfill, compaction, bedding, dewatering, all restraints, nuts, bolts, and all else necessary for a complete and functional installation.

Item	PNC2117206C1–01-33 - Base Bid: Abandon, Cap & Grout Fill Existing 4 inch Water Main
Quantity	4803 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057
	WWS WATER SUPPLY WAREHOUSE
	ATT:ENVIRONMENTAL ENGR 1 FL
	2555 W COPANS ROAD
	POMPANO BEACH FL 33069
	<b>Qty</b> 4803
Description	

Measurement for payment to abandon, cap and grout pipe will be based upon the actual number of linear feet of such pipe actually abandoned, all in accordance with the Contract Documents. Payment for abandoning, capping and grouting of existing pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the abandoning, grouting and plugging of such pipe, including investigation, potholing, excavation, cutting existing pipe, capping existing pipe, backfilling trench, compaction, removal of existing valves, and all restoration work. Limits of payment for abandonment shall be based on as-built locations of caps installed for grouting. Contractor shall verify that all existing customer connections have been transferred prior to grouting of existing pipelines. Any damages incurred to private property due to customer connections not transferred prior to grouting the pipe, the CONTRACTOR shall repair and/or replace damage at no expense to Broward County. Existing pressure mains to be abandoned and grouted shall be cut and capped/plugged within 1 foot of the main pressure line to remain in service. The CONTRACTOR shall determine the actual location of the existing connection to the main line by excavation, potholing, etc.

Delivery Location

Broward County Board of County Commissioners

EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 8472

#### Description

Measurement for payment to abandon, cap and grout pipe will be based upon the actual number of linear feet of such pipe actually abandoned, all in accordance with the Contract Documents. Payment for abandoning, capping and grouting of existing pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the abandoning, grouting and plugging of such pipe, including investigation, potholing, excavation, cutting existing pipe, capping existing pipe, backfilling trench, compaction, removal of existing valves, and all restoration work. Limits of payment for abandonment shall be based on as-built locations of caps installed for grouting. Contractor shall verify that all existing customer connections have been transferred prior to grouting of existing pipelines. Any damages incurred to private property due to customer connections not transferred prior to grouting the pipe, the CONTRACTOR shall repair and/or replace damage at no expense to Broward County. Existing pressure mains to be abandoned and grouted shall be cut and capped/plugged within 1 foot of the main pressure line to remain in service. The CONTRACTOR shall determine the actual location of the existing connection to the main line by excavation, potholing, etc.

Item	PNC2117206C1–01-35 - Base Bid: Abandon, Cap & Grout Fill Existing 8 inch Water Main
Quantity	10479 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 10479
Description	

#### Description

Measurement for payment to abandon, cap and grout pipe will be based upon the actual number of linear feet of such pipe actually abandoned, all in accordance with the Contract Documents. Payment for abandoning, capping and grouting of existing pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the abandoning, grouting and plugging of such pipe, including investigation, potholing, excavation, cutting existing pipe, capping existing pipe, backfilling trench, compaction, removal of existing valves, and all restoration work. Limits of payment for abandonment shall be based on as-built locations of caps installed for grouting. Contractor shall verify that all existing customer connections have been transferred prior to grouting of existing pipelines. Any damages incurred to private property due to customer connections not transferred prior to grouting the pipe, the CONTRACTOR shall repair and/or replace damage at no expense to Broward County. Existing pressure mains to be abandoned and grouted shall be cut and capped/plugged within 1 foot of the main pressure line to remain in service. The CONTRACTOR shall determine the actual location of the existing connection to the main line by excavation, potholing, etc.

Item	PNC2117206C1–01-36 - Base Bid: Abandon, Cap & Grout Fill Existing 10 inch Water Main
Quantity	4698 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4698

#### Description

Measurement for payment to abandon, cap and grout pipe will be based upon the actual number of linear feet of such pipe actually abandoned, all in accordance with the Contract Documents. Payment for abandoning, capping and grouting of existing pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the abandoning, grouting and plugging of such pipe, including investigation, potholing, excavation, cutting existing pipe, capping existing pipe, backfilling trench, compaction, removal of existing valves, and all restoration work. Limits of payment for abandonment shall be based on as-built locations of caps installed for grouting. Contractor shall verify that all existing customer connections have been transferred prior to grouting of existing pipelines. Any damages incurred to private property due to customer connections not transferred prior to grouting the pipe, the CONTRACTOR shall repair and/or replace damage at no expense to Broward County. Existing pressure mains to be abandoned and grouted shall be cut and capped/plugged within 1 foot of the main pressure line to remain in service. The CONTRACTOR shall determine the actual location of the existing connection to the main line by excavation, potholing, etc.

Item	PNC2117206C1–01-37 - Base Bid: Abandon, Cap & Grout Fill Existing 12 inch Water Main
Quantity	3896 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 3896

#### Description

Measurement for payment to abandon, cap and grout pipe will be based upon the actual number of linear feet of such pipe actually abandoned, all in accordance with the Contract Documents. Payment for abandoning, capping and grouting of existing pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the abandoning, grouting and plugging of such pipe, including investigation, potholing, excavation, cutting existing pipe, capping existing pipe, backfilling trench, compaction, removal of existing valves, and all restoration work. Limits of payment for abandonment shall be based on as-built locations of caps installed for grouting. Contractor shall verify that all existing customer connections have been transferred prior to grouting of existing pipelines. Any damages incurred to private property due to customer connections not transferred prior to grouting the pipe, the CONTRACTOR shall repair and/or replace damage at no expense to Broward County. Existing pressure mains to be abandoned and grouted shall be cut and capped/plugged within 1 foot of the main pressure line to remain in service. The CONTRACTOR shall determine the actual location of the existing connection to the main line by excavation, potholing, etc.

Item	PNC2117206C1–01-38 - Base Bid: Abandon, Cap & Grout Fill Existing 16 inch Water Main
Quantity	206 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 206

#### Description

Measurement for payment to abandon, cap and grout pipe will be based upon the actual number of linear feet of such pipe actually abandoned, all in accordance with the Contract Documents. Payment for abandoning, capping and grouting of existing pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the abandoning, grouting and plugging of such pipe, including investigation, potholing, excavation, cutting existing pipe, capping existing pipe, backfilling trench, compaction, removal of existing valves, and all restoration work. Limits of payment for abandonment shall be based on as-built locations of caps installed for grouting. Contractor shall verify that all existing customer connections have been transferred prior to grouting of existing pipelines. Any damages incurred to private property due to customer connections not

transferred prior to grouting the pipe, the CONTRACTOR shall repair and/or replace damage at no expense to Broward County. Existing pressure mains to be abandoned and grouted shall be cut and capped/plugged within 1 foot of the main pressure line to remain in service. The CONTRACTOR shall determine the actual location of the existing connection to the main line by excavation, potholing, etc.

Item	PNC2117206C1–01-39 - Base Bid: Remove & Dispose Existing Water Main (may vary by 20 percent)
Quantity	2530 linear foot
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qtv 2530

#### Description

Measurement for payment to remove and dispose of existing 4 to 16-inch water/force main pipe will be based upon the actual number of linear feet of such pipe actually removed all in accordance with the Contract Documents. Payment for removal and disposal of existing water main and force main pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the removal and disposal of such pipe, including excavation, dewatering, removal of valves, fittings, valve boxes, backfilling trench, compaction and all restoration WORK. Removal and disposal of asbestos cement pipe shall be in accordance with State and Local laws.

Item	PNC2117206C1–01-40 - Base Bid: Remove & Dispose Existing Asbestos Cement Water Main (may vary 20 percent)
Quantity	1100 linear foot
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1100

#### Description

Measurement for payment to remove and dispose of existing 4 to 16 inch water/force main pipe will be based upon the actual number of linear feet of such pipe actually removed all in accordance with the Contract Documents. Payment for removal and disposal of existing water main and force main pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the removal and disposal of such pipe, including excavation, dewatering, removal of valves, fittings, valve boxes, backfilling trench, compaction and all restoration WORK. Removal and disposal of asbestos cement pipe shall be in accordance with State and Local laws.

Item	PNC2117206C1–01-41 - Base Bid: F&I New 5/8 inch 1 inch Water Meter Box & Relocate Existing Water Meter
Quantity	2 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE

ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 **Qty** 2

#### Description

Measurement for payment to furnish and install new water meter box and relocate existing water meter to new meter box will be based upon the actual number, each, of meters installed, water meters actually relocated, all in accordance with the Contract Documents. Payment for furnishing and installing new water meter box and relocating existing water meter to new meter box will be made at the unit bid price, each, indicated on the Item Response Form which price shall constitute full compensation for its complete, relocation of the existing water meter to new meter box, new meter box and bedding, water service piping, bedding, fittings, field explorations necessary to locate existing water meters, concrete collars, field verify existing meter locations and sizes, remove and dispose existing water meter box and service, and all else necessary for a complete and functional installation. Payment for this item shall be made upon completion of all items stated above. This item also includes reading and recording of water meter box and service along with completion of relocation of meters. This item also includes removal and disposal of existing water meter box and service along with cutting, plugging and abandoning existing water services.

Item	PNC2117206C1–01-42 - Base Bid: F&I New 2 inch Water Meter Box and Relocate Existing Water Meter
Quantity	102 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 102

#### Description

Measurement for payment to furnish and install new water meter box and relocate existing water meter to new meter box will be based upon the actual number, each, of meters installed, water meters actually relocated, all in accordance with the Contract Documents. Payment for furnishing and installing new water meter box and relocating existing water meter to new meter box will be made at the unit bid price, each, indicated on the Item Response Form which price shall constitute full compensation for its complete, relocation of the existing water meter to new meter box, new meter box and bedding, water service piping, bedding, fittings, field explorations necessary to locate existing water meters, concrete collars, field verify existing meter locations and sizes, remove and dispose existing water meter box and service, and all else necessary for a complete and functional installation. Payment for this item shall be made upon completion of all items stated above. This item also includes reading and recording of water meter box and service along with cutting, plugging and abandoning existing water services.

ltem	PNC2117206C1–01-43 - Base Bid: F&I New 2 inch Irrigation Meter Box & Relocate Irrigation Meter
Quantity	4 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4

#### Description

Measurement for payment to furnish and install new irrigation meter box and relocate existing irrigation meter to new meter box will be based upon the actual number, each, of meters installed, irrigation meters actually relocated, all in accordance with the Contract

# Exhibit 3 Page 22 of 216 Bid PNC2117206C1

#### Broward County Board of County Commissioners

Documents. Payment for furnishing and installing new irrigation meter box and relocating existing irrigation meter to new meter box will be made at the unit bid price, each, indicated on the Item Response Form which price shall constitute full compensation for its complete, relocation of the existing irrigation meter to new meter box, new meter box and bedding, irrigation service piping, bedding, fittings, field explorations necessary to locate existing irrigation meters, concrete collars, field verify existing meter locations and sizes, remove and dispose existing irrigation meter box and service, and all else necessary for a complete and functional installation. Payment for this item shall be made upon completion of all items stated above. This item also includes reading and recording of water readings prior to and upon completion of relocation of meters. This item also includes removal and disposal of existing irrigation meter box and service along with cutting, plugging and abandoning existing irrigation services.

ltem	PNC2117206C101-44 - Base Bid: F&I New 1 inch RPZ Backflow Preventer
Quantity	2 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 2

#### Description

Measurement for payment to furnish and install new Reduced Pressure Zone (RPZ) backflow preventer will be based upon the actual number, each, of RPZ backflow preventers installed, all in accordance with the Contract Documents. Payment for furnishing and installing new RPZ backflow preventer will be made at the unit bid price, each, indicated on the Item Response Form which price shall constitute full compensation for the complete installation of new RPZ backflow preventer including but not limited to, furnishing and installing new RPZ backflow preventer assemblies, polyethylene piping from new meter box to new RPZ, removal and disposal of existing RPZ back flow preventers, field verifying size of existing RPZ, pipe support with anchor, concrete pad, fittings, piping, trenching, excavation, backfill, compaction, installation of new water service piping/fittings (200 psi Schedule 40 PVC or copper matching the pipe size of the existing water service) where existing RPZ backflow was removed, applying for and obtaining building plumbing permit from CITY of Lauderdale Lakes and all else necessary for a complete and functional installation.

Item	PNC2117206C1-01-45 - Base Bid: F&I New 2 inch RPZ Backflow Preventer (may vary by 20 percent)
Quantity	102 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 102

#### Description

Measurement for payment to furnish and install new Reduced Pressure Zone (RPZ) backflow preventer will be based upon the actual number, each, of RPZ backflow preventers installed, all in accordance with the Contract Documents. Payment for furnishing and installing new RPZ backflow preventer will be made at the unit bid price, each, indicated on the Item Response Form which price shall constitute full compensation for the complete installation of new RPZ backflow preventer including but not limited to, furnishing and installing new RPZ backflow preventer assemblies, polyethylene piping from new meter box to new RPZ, removal and disposal of existing RPZ back flow preventers, field verifying size of existing RPZ, pipe support with anchor, concrete pad, fittings, piping, trenching, excavation, backfill, compaction, installation of new water service piping/fittings (200 psi Schedule 40 PVC or copper matching the pipe size of the existing water service) where existing RPZ backflow was removed, applying for and obtaining building plumbing permit from CITY of Lauderdale Lakes and all else necessary for a complete and functional installation.

ltem	PNC2117206C1-01-46 - Base Bid: F&I New 2 inch Irrigation PVB Backflow Preventer
Quantity	4 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4
B	

#### Description

Measurement for payment to furnish and install new Pressure Vacuum Breaker (PVB) backflow preventer will be based upon the actual number, each, of PVB backflow preventers installed, all in accordance with the Contract Documents. Payment for furnishing and installing new PVB backflow preventer will be made at the unit bid price, each, indicated on the Item Response Form which price shall constitute full compensation for the complete installation of new PVB backflow preventer including but not limited to, furnishing and installing new PVB backflow preventer assemblies, polyethylene piping from new meter box to new PVB, removal and disposal of existing PVB back flow preventers, field verifying size of existing PVB, pipe support with anchor, concrete pad, fittings, piping, trenching, excavation, backfill, compaction, installation of new irrigation service piping/fittings (200 psi Schedule 40 PVC or copper matching the pipe size of the existing water service) where existing PVB backflow was removed, applying for and obtaining building plumbing permit from CITY of Lauderdale Lakes and all else necessary for a complete and functional installation.

Item	PNC2117206C1–01-47 - Base Bid: F&I New 1 inch Single Water Service (Long or Short)
Quantity	2 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 2
Description	

#### Description

Measurement for payment to furnish and install new water service will be based upon the actual number, each, of water services installed, all in accordance with the Contract Documents. Payment for furnishing and installing new water service will be made at the unit bid price, each, indicated on the Item Response Form which price shall constitute full compensation for its complete installation of the new water service piping and connection from the new water main to the new meter box, casing pipe, excavation, backfill, bedding, tapping saddles, corporation stops, fittings, verifying size of existing service line and all else necessary for a complete and functional installation. Payment for this item shall be made upon completion of all items stated above. This bid item shall include 200 psi polyethylene tubing or copper, if required on the utility side of the water meter, removal of existing services as needed, all yokes, compression couplings and adapters as needed. Short water service shall be defined by 20 feet or less of service piping (from main to front of new water meter box location). Long water service shall be defined by more than 20 feet of service piping (from main to front of new water meter box location).

ltem	PNC2117206C1–01-48 - Base Bid: F&I New 2 inch Single Water Service (Short-20 feet or less of service piping)
Quantity	46 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD

### POMPANO BEACH FL 33069 Qtv 46

#### Description

Measurement for payment to furnish and install new water service will be based upon the actual number, each, of water services installed, all in accordance with the Contract Documents. Payment for furnishing and installing new water service will be made at the unit bid price, each, indicated on the Item Response Form which price shall constitute full compensation for its complete installation of the new water service piping and connection from the new water main to the new meter box, casing pipe, excavation, backfill, bedding, tapping saddles, corporation stops, fittings, verifying size of existing service line and all else necessary for a complete and functional installation. Payment for this item shall be made upon completion of all items stated above. This bid item shall include 200 psi polyethylene tubing or copper, if required on the utility side of the water meter, removal of existing services as needed, all yokes, compression couplings and adapters as needed. Short water service shall be defined by 20 feet or less of service piping (from main to front of new water meter box location). Long water service shall be defined by more than 20 feet of service piping (from main to front of new water meter box location).

ltem	PNC2117206C1-01-49 - Base Bid: F&I New 2 inch Single Water Service (Long) (more tha 20 feet of service piping)
Quantity	60 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 60

#### Description

Measurement for payment to furnish and install new water service will be based upon the actual number, each, of water services installed, all in accordance with the Contract Documents. Payment for furnishing and installing new water service will be made at the unit bid price, each, indicated on the Item Response Form which price shall constitute full compensation for its complete installation of the new water service piping and connection from the new water main to the new meter box, casing pipe, excavation, backfill, bedding, tapping saddles, corporation stops, fittings, verifying size of existing service line and all else necessary for a complete and functional installation. Payment for this item shall be made upon completion of all items stated above. This bid item shall include 200 psi polyethylene tubing or copper, if required on the utility side of the water meter, removal of existing services as needed, all yokes, compression couplings and adapters as needed. Short water service shall be defined by 20 feet or less of service piping (from main to front of new water meter box location). Long water service shall be defined by more than 20 feet of service piping (from main to front of new water meter box location).

Item	PNC2117206C1–01-50 - Base Bid: F&I New 2 to 3 inch Water Service Beyond Meter Including Fittings and Reconnect
Quantity	4340 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4340
Description	

Measurement for payment for furnishing and installing 2 inch to 3 inch water service pipe and re-connection to existing water service will be based upon the number of linear feet of such pipe, actually constructed as determined by measurement along the centerline of the pipe in place, restraints all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing 2 inch to 3 inch water service pipe and re-connection to existing water service will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the complete installation of the named 2 inch

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#### Broward County Board of County Commissioners

to 3 inch service pipe, including but not limited to excavation, backfill, compaction, bedding, dewatering, sleeves, sheeting, marking tape, applying for and obtaining building plumbing permit from CITY of Lauderdale Lakes, gaskets, verifying size of existing service line, readily visible line running longitudinally, transition couplings, spool pieces, pigging and cannon flushing, pressure testing, and cleaning. This bid item shall include 2 inch to 3 inch Schedule 40 PVC 200 psi water service pipe / fittings, on the customers side of the water meter, removal of existing services as needed, all yokes, compression couplings and adapters as needed. This item also includes connecting proposed water service to existing water service on the customers side of the water meter on private property. Water service pipe / fittings shall be 200 psi Schedule 40 PVC or copper matching the pipe size of the existing water service. This includes all trenching, applying for and obtaining building plumbing permit from CITY of Lauderdale Lakes, crew time for searching/excavating for existing water service, backfill, verifying size of existing service line, water service fittings on the customer side of the water meter, and all fittings required to connect the new water service to the existing water service.

Item	PNC2117206C1-01-51 - Base Bid: F&I Sample Point
Quantity	71 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 71

#### Description

Measurement for payment for sample points will be based upon the actual number; each of such sample points furnished and installed, all in accordance with requirements of the Contract documents. Payment for sample points will be made at the unit bid price, each, indicated on the Item Response Form which price shall constitute full compensation for the complete installation of sample point, testing, removal and disposal after sampling is complete.

Item	PNC2117206C1-01-52 - Base Bid: F&I, 8 inch PVC SDR-26 Sanitary Sewer Gravity Main Piping (0 to 6 feet depth)
Quantity	5884 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 5884

#### Description

Item	PNC2117206C101-53 - Base Bid: F&I 8 inch PVC SDR-26 Sanitary Sewer Gravity Main Piping (6 to 8 feet depth)
Quantity	3918 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 3918

#### Description

Measurement for payment for furnishing and installing sewer main pipe will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing sewer main pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form and shall constitute full compensation for the complete installation of the sewer main pipe but not limited to pipe, clearing and grubbing, excavation, backfill, bedding, compaction, cleaning, dewatering, sheeting, removal and replacement of existing guardrail (as indicated on drawings), existing adjacent utility support, testing, and TV/Video inspection. Pipe must meet strict COUNTY standards for line and grade. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item. This line item shall also include the video inspection of all gravity sanitary sewer mains after construction; cleaning of pipe, all equipment necessary to provide electronic media in accordance with the Contract Documents for COUNTY review and approval and all else necessary for acceptance of media by COUNTY. Any rejections that require re-televising will be performed at the cost of the CONTRACTOR.

ltem	PNC2117206C1-01-54 - Base Bid: F&I 8 inch PVC SDR-26 Sanitary Sewer Gravity Main Piping (8 to 10 feet depth)
Quantity	3484 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 3484

#### Description

ltem	PNC2117206C1-01-55 - Base Bid: F&I 8 inch PVC SDR-26 Sanitary Sewer Gravity Main Piping (10 to12 feet depth)
Quantity	1688 linear feet

Unit Price

Delivery Location Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069

Qty 1688

#### Description

Measurement for payment for furnishing and installing sewer main pipe will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing sewer main pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form and shall constitute full compensation for the complete installation of the sewer main pipe but not limited to pipe, clearing and grubbing, excavation, backfill, bedding, compaction, cleaning, dewatering, sheeting, removal and replacement of existing guardrail (as indicated on drawings), existing adjacent utility support, testing, and TV/Video inspection. Pipe must meet strict COUNTY standards for line and grade. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item. This line item shall also include the video inspection of all gravity sanitary sewer mains after construction; cleaning of pipe, all equipment necessary to provide electronic media in accordance with the Contract Documents for COUNTY review and approval and all else necessary for acceptance of media by COUNTY. Any rejections that require re-televising will be performed at the cost of the CONTRACTOR.

	PNC2117206C1-01-56 - Base Bid: F&I 8 inch PVC C-900 Sanitary Sewer (12 to 14 feet depth)
Quantity	492 linear feet
Jnit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 492

#### Description

ltem	PNC2117206C1–01-57 - Base Bid: F&I 10 inch PVC C-900 Sanitary Sewer Gravity Main Piping (12 to 14 feet depth)
Quantity	696 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners

WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 696

#### Description

Measurement for payment for furnishing and installing sewer main pipe will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing sewer main pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form and shall constitute full compensation for the complete installation of the sewer main pipe but not limited to pipe, clearing and grubbing, excavation, backfill, bedding, compaction, cleaning, dewatering, sheeting, removal and replacement of existing guardrail (as indicated on drawings), existing adjacent utility support, testing, and TV/Video inspection. Pipe must meet strict COUNTY standards for line and grade. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item. This line item shall also include the video inspection of all gravity sanitary sewer mains after construction; cleaning of pipe, all equipment necessary to provide electronic media in accordance with the Contract Documents for COUNTY review and approval and all else necessary for acceptance of media by COUNTY. Any rejections that require re-televising will be performed at the cost of the CONTRACTOR.

ltem	PNC2117206C1–01-58 - Base Bid: F&I 12 inch PVC C-900 Sanitary Sewer Gravity Main Piping (12 to 14 feet depth)
Quantity	655 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 655

#### Description

ltem	PNC2117206C1-01-59 - Base Bid: F&I 10 inch PVC C-900 Sanitary Sewer Gravity Main Piping (14 to 16 feet depth)
Quantity	168 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069

## **Qty** 168

#### Description

Measurement for payment for furnishing and installing sewer main pipe will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing sewer main pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form and shall constitute full compensation for the complete installation of the sewer main pipe but not limited to pipe, clearing and grubbing, excavation, backfill, bedding, compaction, cleaning, dewatering, sheeting, removal and replacement of existing guardrail (as indicated on drawings), existing adjacent utility support, testing, and TV/Video inspection. Pipe must meet strict COUNTY standards for line and grade. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item. This line item shall also include the video inspection of all gravity sanitary sewer mains after construction; cleaning of pipe, all equipment necessary to provide electronic media in accordance with the Contract Documents for COUNTY review and approval and all else necessary for acceptance of media by COUNTY. Any rejections that require re-televising will be performed at the cost of the CONTRACTOR.

ltem	PNC2117206C1–01-60 - Base Bid: F&I 12 inch PVC C-900 Sanitary Sewer Gravity Main Piping (14 to 16 feet depth)
Quantity	351 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 351

#### Description

Measurement for payment for furnishing and installing sewer main pipe will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing sewer main pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form and shall constitute full compensation for the complete installation of the sewer main pipe but not limited to pipe, clearing and grubbing, excavation, backfill, bedding, compaction, cleaning, dewatering, sheeting, removal and replacement of existing guardrail (as indicated on drawings), existing adjacent utility support, testing, and TV/Video inspection. Pipe must meet strict COUNTY standards for line and grade. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item. This line item shall also include the video inspection of all gravity sanitary sewer mains after construction; cleaning of pipe, all equipment necessary to provide electronic media in accordance with the Contract Documents for COUNTY review and approval and all else necessary for acceptance of media by COUNTY. Any rejections that require re-televising will be performed at the cost of the CONTRACTOR.

Item	PNC2117206C1–01-61 - Base Bid: F&I 14 inch PVC C-905 Sanitary Sewer Gravity Main Piping (14-16 feet depth)
Quantity	78 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 78

#### Description

Measurement for payment for furnishing and installing sewer main pipe will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, not including through structures, all in

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#### Broward County Board of County Commissioners

accordance with the requirements of the Contract Documents. Payment for furnishing and installing sewer main pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form and shall constitute full compensation for the complete installation of the sewer main pipe but not limited to pipe, clearing and grubbing, excavation, backfill, bedding, compaction, cleaning, dewatering, sheeting, removal and replacement of existing guardrail (as indicated on drawings), existing adjacent utility support, testing, and TV/Video inspection. Pipe must meet strict COUNTY standards for line and grade. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item. This line item shall also include the video inspection of all gravity sanitary sewer mains after construction; cleaning of pipe, all equipment necessary to provide electronic media in accordance with the Contract Documents for COUNTY review and approval and all else necessary for acceptance of media by COUNTY. Any rejections that require re-televising will be performed at the cost of the CONTRACTOR.

Item	PNC2117206C1-01-62 - Base Bid: F&I Sanitary Sewer MAS (0 to 6 feet deep)
Quantity	33 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 33

#### Description

Measurement for payment to furnish and install sanitary sewer maintenance access structures will be based upon the actual quantity, each, of such maintenance access structures constructed, all in accordance with the requirement of the Contract Documents. Payment for furnishing and installing sanitary sewer maintenance access structures will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, sheeting, backfill and compaction, M.A.S frame and cover, brickwork, grout, concrete collar, flexible boot adapter, stainless steel pipe clamp, interior and exterior coatings, and construction of the reinforced concrete structure including precast bench and invert system. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item.

Item	PNC2117206C1-01-63 - Base Bid: F&I Sanitary Sewer MAS (6 to 8 feet deep)
Quantity	17 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 17

#### Description

Measurement for payment to furnish and install sanitary sewer maintenance access structures will be based upon the actual quantity, each, of such maintenance access structures constructed, all in accordance with the requirement of the Contract Documents. Payment for furnishing and installing sanitary sewer maintenance access structures will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, sheeting, backfill and compaction, M.A.S frame and cover, brickwork, grout, concrete collar, flexible boot adapter, stainless steel pipe clamp, interior and exterior coatings, and construction of the reinforced concrete structure including precast bench and invert system. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item.

Item	PNC2117206C1-01-64 - Base Bid: F&I Sanitary Sewer MAS (8 to 10 feet deep)
Quantity	14 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 14
Description	

#### Description

Measurement for payment to furnish and install sanitary sewer maintenance access structures will be based upon the actual quantity, each, of such maintenance access structures constructed, all in accordance with the requirement of the Contract Documents. Payment for furnishing and installing sanitary sewer maintenance access structures will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, sheeting, backfill and compaction, M.A.S frame and cover, brickwork, grout, concrete collar, flexible boot adapter, stainless steel pipe clamp, interior and exterior coatings, and construction of the reinforced concrete structure including precast bench and invert system. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item.

Quantity   5 each     Unit Price	e Bid: F&I Sanitary Sewer MAS (10 to 12 feet deep)	
<ul> <li>As an assume of the second seco</li></ul>		
Delivery Location Broward County Board of Council EV0057 WWS WATER SUPPLY WAREHOUS ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 5		

#### Description

Measurement for payment to furnish and install sanitary sewer maintenance access structures will be based upon the actual quantity, each, of such maintenance access structures constructed, all in accordance with the requirement of the Contract Documents. Payment for furnishing and installing sanitary sewer maintenance access structures will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, sheeting, backfill and compaction, M.A.S frame and cover, brickwork, grout, concrete collar, flexible boot adapter, stainless steel pipe clamp, interior and exterior coatings, and construction of the reinforced concrete structure including precast bench and invert system. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item.

ltem Quantity	PNC2117206C1–01-66 - Base Bid: F&I Sanitary Sewer MAS (12 to 14 feet deep) 7 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 7

#### Description

Measurement for payment to furnish and install sanitary sewer maintenance access structures will be based upon the actual quantity, each, of such maintenance access structures constructed, all in accordance with the requirement of the Contract Documents. Payment for furnishing and installing sanitary sewer maintenance access structures will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, sheeting, backfill and compaction, M.A.S frame and cover, brickwork, grout, concrete collar, flexible boot adapter, stainless steel pipe clamp, interior and exterior coatings, and construction of the reinforced concrete structure including precast bench and invert system. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item.

ltem	PNC2117206C1–01-67 - Base Bid: F&I Sanitary Sewer MAS (14 to 16 feet deep)
Quantity	4 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4

#### Description

Measurement for payment to furnish and install sanitary sewer maintenance access structures will be based upon the actual quantity, each, of such maintenance access structures constructed, all in accordance with the requirement of the Contract Documents. Payment for furnishing and installing sanitary sewer maintenance access structures will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, sheeting, backfill and compaction, M.A.S frame and cover, brickwork, grout, concrete collar, flexible boot adapter, stainless steel pipe clamp, interior and exterior coatings, and construction of the reinforced concrete structure including precast bench and invert system. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item.

Item	PNC2117206C1-01-68 - Base Bid: F&I Sanitary Sewer MAS External Drop Connection (8 to 10 feet deep)
Quantity	4 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4

#### Description

Measurement for payment to furnish and install sanitary sewer maintenance access structures drop connection will be based upon the actual quantity, each, of such drop connection constructed, all in accordance with the requirement of the Contract Documents. Payment for furnishing and installing sanitary sewer maintenance access structures drop connections will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the drop connection including but not limited to pipe, fittings, excavation, dewatering, backfill and compaction, bedding, link seal, boots, and construction of the concrete drop connection. Payment for the associated maintenance access structure will be made under a separate pay item for Furnish and Install Sanitary Sewer Maintenance Access Structures.

Bid PNC2117206C1

Broward County Board of County Commissioners

Item	PNC2117206C1-01-69 - Base Bid: F&I Sanitary Sewer MAS External Drop Connection (10 to 12 feet deep)
Quantity	2 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 2

#### Description

Measurement for payment to furnish and install sanitary sewer maintenance access structures drop connection will be based upon the actual quantity, each, of such drop connection constructed, all in accordance with the requirement of the Contract Documents. Payment for furnishing and installing sanitary sewer maintenance access structures drop connections will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the drop connection including but not limited to pipe, fittings, excavation, dewatering, backfill and compaction, bedding, link seal, boots, and construction of the concrete drop connection. Payment for the associated maintenance access structure will be made under a separate pay item for Furnish and Install Sanitary Sewer Maintenance Access Structures.

Item	PNC2117206C1-01-70 - Base Bid: F&I Sanitary Sewer MAS External Drop Connection (12 to 14 feet deep)
Quantity	4 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4

#### Description

Measurement for payment to furnish and install sanitary sewer maintenance access structures drop connection will be based upon the actual quantity, each, of such drop connection constructed, all in accordance with the requirement of the Contract Documents. Payment for furnishing and installing sanitary sewer maintenance access structures drop connections will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the drop connection including but not limited to pipe, fittings, excavation, dewatering, backfill and compaction, bedding, link seal, boots, and construction of the concrete drop connection. Payment for the associated maintenance access structure will be made under a separate pay item for Furnish and Install Sanitary Sewer Maintenance Access Structures.

Item	PNC2117206C1–01-71 - Base Bid: F&I Sanitary Sewer MAS External Drop Connection (14 to 16 feet deep)
Quantity	4 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4

#### Description

Measurement for payment to furnish and install sanitary sewer maintenance access structures drop connection will be based upon the actual quantity, each, of such drop connection constructed, all in accordance with the requirement of the Contract Documents. Payment for furnishing and installing sanitary sewer maintenance access structures drop connections will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the drop connection including but not limited to pipe, fittings, excavation, dewatering, backfill and compaction, bedding, link seal, boots, and construction of the concrete drop connection. Payment for the associated maintenance access structure will be made under a separate pay item for Furnish and Install Sanitary Sewer Maintenance Access Structures.

ItemPNC2117206C1-01-72 - Base Bid: F&I 6 inch PVC SDR-26 Sanitary Sewer Lateral Piping &<br/>ReconnectQuantity2040 linear footUnit PriceIDelivery LocationBroward County Board of County CommissionersEV0057<br/>WWS WATER SUPPLY WAREHOUSE<br/>ATT:ENVIRONMENTAL ENGR 1 FL<br/>2555 W COPANS ROAD<br/>POMPANO BEACH FL 33069<br/>Qty 2040

#### Description

Measurement for payment for furnishing and installing sewer lateral pipe and re-connection to existing lateral will be based upon the number of linear feet regardless of depth of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing sewer lateral pipe will be made at the unit bid price per linear foot of pipe regardless of depth indicated on the Item Response Form which shall constitute full compensation for the complete installation of the sewer main pipe including but not limited to PVC pipe (SDR-26) or DIP pipe, main line and lateral wye(s), fittings, riser connections, excavation, backfill, bedding, compaction, cleaning, dewatering, sheeting, existing adjacent utility support, testing, and all else necessary for a complete and functional installation. Existing sanitary service(s) must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item. The Contractor shall field verify all existing sanitary sewer lateral connections from individual properties and install service wyes at the main line to accommodate all existing sanitary sewer lateral locations. Investigation and field verification by the Contractor shall be included in this Bid Item. Properties may have more than one lateral connection and it shall be the Contractor's responsibility to field locate and identify all existing lateral connections.

E. This line item shall also include tie-in connection to existing sanitary sever lateral on the customers side and shall include but not be limited to flexible coupling with stainless steel band, fittings, wyes, PVC (SDR-26) or DIP piping matching the pipe size of the existing sever lateral, cutting existing pipe, all trenching, applying for and obtaining building plumbing permit from COUNTY, crew time for searching/excavating for existing sanitary lateral, backfill, bedding, compaction and complete restoration and all else necessary for a complete and functional installation.

#### Added on Oct 3, 2018:

Measurement for payment for furnishing and installing sewer lateral pipe and re-connection to existing lateral will be based upon the number of linear feet regardless of depth of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents.

Payment for furnishing and installing sewer lateral pipe will be made at the unit bid price per linear foot of pipe regardless of depth indicated on the Item Response Form which shall constitute full compensation for the complete installation of the sewer main pipe including but not limited to PVC pipe (SDR-26) or DIP pipe, main line and lateral wye(s), fittings, riser connections, excavation, backfill, bedding, compaction, cleaning, dewatering, sheeting, existing adjacent utility support, testing, and all else necessary for a complete and functional installation. Existing sanitary service(s) must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item.

The Contractor shall field verify all existing sanitary sewer lateral connections from individual properties and install service wyes at the main line to accommodate all existing sanitary sewer lateral locations. Investigation and field verification by the Contractor shall be

included in this Bid Item. Properties may have more than one lateral connection and it shall be the Contractor's responsibility to field locate and identify all existing lateral connections.

E. This line item shall also include tie-in connection to existing sanitary sewer lateral on the customers side and shall include but not be limited to flexible coupling with stainless steel band, fittings, wyes, PVC (SDR-26) or DIP piping matching the pipe size of the existing sewer lateral, cutting existing pipe, all trenching, applying for and obtaining building plumbing permit from COUNTY, crew time for searching/excavating for existing sanitary lateral, backfill, bedding, compaction and complete restoration and all else necessary for a complete and functional installation.

#### Addendum # 1

Item	PNC2117206C1–01-73 - Base Bid: F&I 8 inch PVC SDR-26 Sanitary Sewer Lateral Piping 8 Reconnect
Quantity	842 linear foot
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 842

#### Description

Measurement for payment for furnishing and installing sewer lateral pipe and re-connection to existing lateral will be based upon the number of linear feet regardless of depth of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing sewer lateral pipe will be made at the unit bid price per linear foot of pipe regardless of depth indicated on the Item Response Form which shall constitute full compensation for the complete installation of the sewer main pipe including but not limited to PVC pipe (SDR-26) or DIP pipe, main line and lateral wye(s), fittings, riser connections, excavation, backfill, bedding, compaction, cleaning, dewatering, sheeting, existing adjacent utility support, testing, and all else necessary for a complete and functional installation. Existing sanitary service(s) must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item. The Contractor shall field verify all existing sanitary sewer lateral connections from individual properties and install service wyes at the main line to accommodate all existing sanitary sewer lateral locations. Investigation and field verification by the Contractor shall be included in this Bid Item. Properties may have more than one lateral connection and it shall be the Contractor's responsibility to field locate and identify all existing lateral connections.

This line item shall also include tie-in connection to existing sanitary sewer lateral on the customers side and shall include but not be limited to flexible coupling with stainless steel band, fittings, wyes, PVC (SDR-26) or DIP piping matching the pipe size of the existing sewer lateral, cutting existing pipe, all trenching, applying for and obtaining building plumbing permit from COUNTY, crew time for searching/excavating for existing sanitary lateral, backfill, bedding, compaction and complete restoration and all else necessary for a complete and functional installation.

#### Added on Oct 3, 2018:

Measurement for payment for furnishing and installing sewer lateral pipe and re-connection to existing lateral will be based upon the number of linear feet regardless of depth of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing sewer lateral pipe will be made at the unit bid price per linear foot of pipe regardless of depth indicated on the Item Response Form which shall constitute full compensation for the complete installation of the sewer main pipe including but not limited to PVC pipe (SDR-26) or DIP pipe, main line and lateral wye(s), fittings, riser connections, excavation, backfill, bedding, compaction, cleaning, dewatering, sheeting, existing adjacent utility support, testing, and all else necessary for a complete and functional installation. Existing sanitary service(s) must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item.

Bid PNC2117206C1

The Contractor shall field verify all existing sanitary sewer lateral connections from individual properties and install service wyes at the main line to accommodate all existing sanitary sewer lateral locations. Investigation and field verification by the Contractor shall be included in this Bid Item. Properties may have more than one lateral connection and it shall be the Contractor's responsibility to field locate and identify all existing lateral connections.

E. This line item shall also include tie-in connection to existing sanitary sewer lateral on the customers side and shall include but not be limited to flexible coupling with stainless steel band, fittings, wyes, PVC (SDR-26) or DIP piping matching the pipe size of the existing sewer lateral, cutting existing pipe, all trenching, applying for and obtaining building plumbing permit from COUNTY, crew time for searching/excavating for existing sanitary lateral, backfill, bedding, compaction and complete restoration and all else necessary for a complete and functional installation.

#### Addendum # 1

ltem	PNC2117206C1-01-74 - Base Bid: F&I 6 inch Sanitary Sewer Cleanout w/ Box and Collar
Quantity	82 each
Unit Price	
	EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 82

#### Description

Measurement for payment to furnish and install sanitary sewer cleanout will be based upon the actual quantity, each, of such cleanouts constructed, all in accordance with the requirement of the Contract Documents. Payment for furnishing and installing sanitary sewer cleanouts will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the cleanout including but not limited to cleanout box and cover, pipe, wye, riser, plug, threaded PVC plug with 2-inch x 2-inch square nut, fittings, concrete collar in unpaved areas, pea rock base, excavation, dewatering, backfill and compaction, bedding, link seal, boots, and construction of the concrete drop connection. Existing sanitary service(s) must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item. This line item shall also include tie-in connection to existing sanitary sewer lateral up to 10 feet beyond existing sanitary sewer cleanout location (on the customers side) and shall include but not be limited to flexible coupling with stainless steel band, fittings, PVC (SDR-26) or DIP piping matching the pipe size of the existing sewer lateral, cutting existing pipe, all trenching, applying for and obtaining building plumbing permit from COUNTY, crew time for searching/excavating for existing sanitary lateral, backfill, bedding, compaction and complete restoration and all else necessary for a complete and functional installation.

Item	PNC2117206C1-01-75 - Base Bid: F&I 8 inch Sanitary Sewer Cleanout w/ Box and Collar
Quantity	30 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 30

#### Description

Measurement for payment to furnish and install sanitary sewer cleanout will be based upon the actual quantity, each, of such cleanouts constructed, all in accordance with the requirement of the Contract Documents. Payment for furnishing and installing sanitary sewer cleanouts will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the cleanout including but not limited to cleanout box and cover, pipe, wye, riser, plug, threaded PVC plug with 2-inch x 2-inch square nut, fittings, concrete collar in unpaved areas, pea rock base, excavation, dewatering, backfill and compaction, bedding, link seal, boots, and construction of the concrete drop connection. Existing sanitary service(s) must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck

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Bid PNC2117206C1

usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item. This line item shall also include tie-in connection to existing sanitary sewer lateral up to 10 feet beyond existing sanitary sewer cleanout location (on the customers side) and shall include but not be limited to flexible coupling with stainless steel band, fittings, PVC (SDR-26) or DIP piping matching the pipe size of the existing sewer lateral, cutting existing pipe, all trenching, applying for and obtaining building plumbing permit from COUNTY, crew time for searching/excavating for existing sanitary lateral, backfill, bedding, compaction and complete restoration and all else necessary for a complete and functional installation.

Item	PNC2117206C1-01-76 - Base Bid: F&I CIP Pipe Lining-8 inch Sanitary Sewer Gravity Main, 6 inch Lat
Quantity	739 linear foot
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 739
10 feet, 9 mm thick) w determined by measu through structures, all Payment for furnishing bid price per linear for compensation for the pipe lining, sewer pipe incoming lines; remov preparation; by-pass p accommodate existing throughout the course Temporary piping, ten and all else necessary television inspection of sanitary sewer main d media in accordance of necessary for accepta	nporary lateral connections, tanker truck usage, dumping fees, pumps, etc. / to maintain service is included as part of this Bid Item. This line item shall also include the pre and post lining
ltem	PNC2117206C1-01-77 - Base Bid: Rehabilitate Existing Sanitary Sewer MAS

ltem	PNC2117206C1-01-77 - Base Bid: Rehabilitate Existing Sanitary Sewer MAS
Quantity	3 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qtv 3
	POMPANO BEACH FL 33069 Qty 3

#### Description

Measurement for payment to rehabilitate existing sanitary sewer maintenance access structures will be based upon the actual quantity, each, of such maintenance access structures rehabilitated, all in accordance with the requirement of the Contract Documents. Payment for rehabilitating existing sanitary sewer maintenance access structures will be made at the unit bid price, each, indicated on the Item Response Form which price shall constitute full compensation for the completed rehabilitation of the structure including but

#### Broward County Board of County Commissioners

not limited to cleaning of all concrete and masonry surfaces utilizing of water blasting, wet or dry sandblasting, acid wash, concrete cleaners, degreasers; mortar, grout, joint sealing, and interior lining/coating. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item.

Item	PNC2117206C1-01-78 - Base Bid: Remove & Dispose Existing Sanitary Sewer MAS
Quantity	59 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 59

#### Description

Measurement for payment to remove and dispose existing sanitary sewer maintenance access structures regardless of depth will be based upon the actual quantity, each, of such maintenance access structures removed and disposed of, all in accordance with the requirement of the Contract Documents. Payment for removing and disposing of existing sanitary sewer maintenance access structures will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the complete removal and disposal of the maintenance access structure, brickwork, frame and cover including excavation, dewatering, backfilling trench, and compaction. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item.

Item	PNC2117206C1–01-79 - Base Bid: Remove & Dispose Existing 8 to 12 inch VCP Sanitary Sewer Gravity Main
Quantity	11293 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 11293

#### Description

Measurement for payment to remove and dispose of existing sanitary sewer pipe regardless of depth will be based upon the actual number of linear feet of such pipe actually removed all in accordance with the Contract Documents. Payment for removal and disposal of existing sanitary sever pipe regardless of depth will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the removal and disposal of such pipe, including excavation, dewatering, removal of fittings, backfilling trench, compaction and all restoration WORK. Removal and disposal of asbestos cement pipe shall be in accordance with State and Local laws. This line item shall also include removal and disposal of existing cleanout and box, existing concrete collar and existing lateral piping 10 feet beyond existing sanitary sewer cleanout location (on the customers side) and shall include but not be limited to backfill, compaction and complete restoration and all else necessary for a complete and functional removal and disposal. Existing sanitary service(s) must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item.

Item	PNC2117206C1–01-80 - Base Bid: Remove & Dispose Existing Sanitary Sewer Lateral (6 to inch)	8
Quantity	4002 linear feet	

Quantity

Unit Price

Delivery Location

Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4002

#### Description

Measurement for payment to remove and dispose of existing sanitary sewer pipe regardless of depthwill be based upon the actual number of linear feet of such pipe actually removed all in accordance with the Contract Documents. Payment for removal and disposal of existing sanitary sewer pipe regardless of depth will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the removal and disposal of such pipe, including excavation, dewatering, removal of fittings, backfilling trench, compaction and all restoration WORK. Removal and disposal of asbestos cement pipe shall be in accordance with State and Local laws. This line item shall also include removal and disposal of existing cleanout and box, existing concrete collar and existing lateral piping 10 feet beyond existing sanitary sewer cleanout location (on the customers side) and shall include but not be limited to backfill, compaction and complete restoration and all else necessary for a complete and functional removal and disposal. Existing sanitary service(s) must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item.

ltem	PNC2117206C1–01-81 - Base Bid: Abandon & Grout Fill Existing 6 to 8 inch Sanitary Sewer Lateral Pipe
Quantity	1327 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1327

#### Description

Measurement for payment to abandon, cap and grout pipe will be based upon the actual number of linear feet of such pipe actually abandoned, all in accordance with the Contract Documents. Payment for abandoning, capping and grouting of existing pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the abandoning, grouting and plugging of such pipe, including investigation, potholing, excavation, cutting existing pipe, capping existing pipe, backfilling trench, compaction, removal of existing valves, and all restoration work. Limits of payment for abandonment shall be based on as-built locations of caps installed for grouting. Contractor shall verify that all existing customer connections have been transferred prior to grouting of existing pipelines. Any damages incurred to private property due to customer connections not transferred prior to grouting the pipe, the CONTRACTOR shall repair and or replace damage at no expense to Broward County. Existing pressure mains to be abandoned and grouted shall be cut and capped plugged within 1 foot of the main pressure line to remain in service. The CONTRACTOR shall determine the actual location of the existing connection to the main line by excavation, potholing, etc.

ltem	PNC2117206C1–01-82 - Base Bid: Abandon & Grout Fill Existing 8 to 12 inch Sanitary Sewer Main Pipe
Quantity	8210 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL

Broward County Board of County Commissioners

# 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 8210

#### Description

Measurement for payment to abandon, cap and grout pipe will be based upon the actual number of linear feet of such pipe actually abandoned, all in accordance with the Contract Documents. Payment for abandoning, capping and grouting of existing pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the abandoning, grouting and plugging of such pipe, including investigation, potholing, excavation, cutting existing pipe, capping existing pipe, backfilling trench, compaction, removal of existing valves, and all restoration work. Limits of payment for abandonment shall be based on as-built locations of caps installed for grouting. Contractor shall verify that all existing customer connections have been transferred prior to grouting of existing pipelines. Any damages incurred to private property due to customer connections not transferred prior to grouting the pipe, the CONTRACTOR shall repair and/or replace damage at no expense to Broward County. Existing pressure mains to be abandoned and grouted shall be cut and capped/plugged within 1 foot of the main pressure line to remain in service. The CONTRACTOR shall determine the actual location of the existing connection to the main line by excavation, potholing, etc.

ltem	PNC2117206C1-01-83 - Base Bid: Abandon & Grout Fill Existing Sanitary Sewer MAS
Quantity	32 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 32
Departmention	

#### Description

Measurement for payment to abandon, cap and grout existing sanitary sewer maintenance access structure will be based upon the actual number, each, of Maintenance Access Structures actually abandoned, all in accordance with the Contract Documents. Payment for abandoning, capping and grouting of existing sanitary sewer maintenance access structure will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the abandoning, grouting and plugging of maintenance access structure, including excavation; removal and disposal of existing top slab, brickwork, and coreable, grout, ring and cover; compacted backfill to 98 percent of T-180, filling existing structure with clean fill and compaction to 98 percent of T-180, filter fabric, cleaning existing structure, plugging existing hole(s) with masonry plug(s), saw cutting structure, coring holes in bottom of structure, compaction, and all restoration WORK. CONTRACTOR shall verify that all existing connections have been disconnected prior to grouting of Maintenance Access Structures. Any damages incurred to private property due to house connections not disconnected prior to grouting the pipe, the CONTRACTOR shall repair and/or replace damage at no expense to the COUNTY. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item.

ltem	PNC2117206C1-01-84 - Base Bid: F&I 12 inch DIP Force Main
Quantity	1911 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1911
Description	

Measurement for payment for furnishing and installing ductile iron pipe will be based upon the number of linear feet of such pipe, actually constructed as determined by measurement along the centerline of the pipe in place, inclusive of valve structures, vaults and casings, megalugs, restraints all in accordance with the requirements of the Contract Documents. Payment for furnishing and

# Exhibit 3 Page 41 of 216

#### Broward County Board of County Commissioners

Bid PNC2117206C1

installing ductile iron pipe will be made at the unit bid price per linear foot of pipe indicated in the on the Item Response Form which price shall constitute full compensation for the complete installation of the named ductile iron pipe and restraints, including but not limited to clearing and grubbing, excavation, backfill, compaction, bedding, dewatering, sleeves, sheeting, marking tape, coatings, joint restraints, gaskets, readily visible line running longitudinally, transition couplings, by-pass pumping, spool pieces, pigging and cannon flushing, pressure testing, temporary sanitary sewer by-pass, and cleaning.

ltem	PNC2117206C1–01-85 - Base Bid: F&I DI Force Main Fittings, Transition Couplings, Kamlock fittings
Quantity	6 ton
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 6

#### Description

Measurement for payment to furnish and install fittings shall be based upon the unit bid price per ton for such fittings furnished all in accordance with the Contract Documents. Weight will be based on compact fitting weight only not including megalugs. Payment for furnishing and installing fittings shall be at the unit bid price per ton as indicated on the Item Response Form and shall include furnishing, complete installation including excavation, backfill, compaction, bedding, dewatering, coatings, gaskets, storing and transporting the fittings.

ltem	PNC2117206C1–01-86 - Base Bid: F&I 8 inch Plug Valve w/ Box, Extension and all Appurtenances
Quantity	1 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1

#### Description

Measurement for payment to furnish and install valves will be based upon actual quantity, each, of such valves (gate, butterfly, or plug) and boxes furnished and installed, all in accordance with the requirements of the Contract Documents. Additional valves incorporated for testing purposes and left in place shall be paid at the unit price. Payment for furnishing and installing valves and boxes will be made at the unit bid price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the valve, including excavation, backfill, compaction, bedding, dewatering, furnishing, storing, transporting, valve box and cover (locking lid), valve collar and identification marker (per detail 121), joint restraint, coatings, extension to finish grade and concrete collar installed in unpaved areas. Test valves shall be constructed with a riser to ground level, and be marked, tagged, and photographed.

Item	PNC2117206C1–01-87 - Base Bid: F&I 12 inch Plug Valve w/ Box, Extension and all Appurtenances
Quantity	6 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners

Broward County Board of County Commissioners

EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 6

# Description

Measurement for payment to furnish and install valves will be based upon actual quantity, each, of such valves (gate, butterfly, or plug) and boxes furnished and installed, all in accordance with the requirements of the Contract Documents. Additional valves incorporated for testing purposes and left in place shall be paid at the unit price. Payment for furnishing and installing valves and boxes will be made at the unit bid price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the valve, including excavation, backfill, compaction, bedding, dewatering, furnishing, storing, transporting, valve box and cover (locking lid), valve collar and identification marker (per detail 121), joint restraint, coatings, extension to finish grade and concrete collar installed in unpaved areas. Test valves shall be constructed with a riser to ground level, and be marked, tagged, and photographed.

ltem	PNC2117206C1-01-88 - Base Bid: F&I 8 inch Insertion Valve
Quantity	2 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 2

#### Description

Measurement for payment to furnish and install insertion valves will be based upon actual quantity, each of such insertion valves furnished and installed, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing insertion valves will be made at the unit bid price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the insertion valve, including excavation, backfill, compaction, bedding, dewatering, furnishing valve, valve box and extension to finish grade, concrete pad/jacket, concrete collar installed in unpaved areas, and all else necessary for a complete and functional installation. Insertion Valves shall be used when nearby existing valves cannot be used to isolate existing flows when cutting into an existing main and at the discretion and approval of the COUNTY and CONSULTANT.

ltem	PNC2117206C1–01-89 - Base Bid: Cut Existing 8 inch Force Main and Connect Proposed Force Main
Quantity	1 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1

#### Description

Measurement for payment to connect to existing water/force main by means of cutting existing water/force main, removing existing plugs and connecting proposed water/force main, and cutting in proposed plugs will be based upon actual quantity, each, of such connections made in accordance with the contract documents. Payment to connect to existing water/force main by means of cutting existing water/force main, removing existing plugs and connecting proposed water/force main, and cutting-in proposed plugs will be made at the unit price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the connection, including excavation, backfill, compaction, bedding, dewatering, shutting down existing main, temporary

#### Broward County Board of County Commissioners

by-pass pumping, tanker trucks, cutting main, temporary caps, spool pieces and installation of the connection fittings and all else necessary for a complete and functional installation.

Item	PNC2117206C1-01-90 - Base Bid: Restrain Existing 8 inch Force Main
Quantity	28 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners
	<u>EV0057</u>
	WWS WATER SUPPLY WAREHOUSE
	ATT:ENVIRONMENTAL ENGR 1 FL
	2555 W COPANS ROAD
	POMPANO BEACH FL 33069
	Qty 28

#### Description

Measurement for payment to restrain existing water/force main will be based upon the number of linear feet of existing pipe restrained, named in the Item Response Form, actually restrained as determined by measurement along the centerline of the existing pipe all in accordance with the requirements of the Contract Documents. Payment for restraining existing water/force main will be made at the unit price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the complete restraint of the existing pipe, including excavation, backfill, compaction, bedding, dewatering, all restraints, nuts, bolts, and all else necessary for a complete and functional installation.

Item	PNC2117206C1–01-91 - Base Bid: F&I Air Vacuum/Air Release Valve within MAS
Quantity	4 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4

### Description

Measurement for payment to furnish and install an air vacuum/air release valve and maintenance access structures will be based upon the actual number, each, or such air/vacuum air release valve and maintenance access structures installed all in accordance with the Contract Documents. Payment for furnishing and installing an air vacuum/air release valve and maintenance access structures will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation including excavation, backfill, compaction, bedding, dewatering, air release valve, stainless steel piping, corporation stop with stainless steel nipple, stainless steel double strap saddle service; furnish, install, and construction of air vacuum/air release valve pre-cast maintenance access structures with doghouse; grade rings, protective coating (inside and outside), concrete collar when outside of pavement, brickwork, grout, ring and cover, gravel fill, valves and all else necessary for a complete and functional installation.

Item	PNC2117206C101-92 - Base Bid: Abandon, Cap & Grout Fill Existing 8 inch Force Main
Quantity	4753 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069

#### Broward County Board of **County Commissioners**

Bid PNC2117206C1

#### Qty 4753

#### Description

Measurement for payment to abandon, cap and grout pipe will be based upon the actual number of linear feet of such pipe actually abandoned, all in accordance with the Contract Documents. Payment for abandoning, capping and grouting of existing pipe will be made at the unit bid price per linear foot of pipe indicated on the Item Response Form which price shall constitute full compensation for the abandoning, grouting and plugging of such pipe, including investigation, potholing, excavation, cutting existing pipe, capping existing pipe, backfilling trench, compaction, removal of existing valves, and all restoration work. Limits of payment for abandonment shall be based on as-built locations of caps installed for grouting. Contractor shall verify that all existing customer connections have been transferred prior to grouting of existing pipelines. Any damages incurred to private property due to customer connections not transferred prior to grouting the pipe, the CONTRACTOR shall repair and/or replace damage at no expense to Broward County. Existing pressure mains to be abandoned and grouted shall be cut and capped/plugged within 1 foot of the main pressure line to remain in service. The CONTRACTOR shall determine the actual location of the existing connection to the main line by excavation, potholing, etc.

Item	PNC2117206C1-01-93 - Base Bid: F&I Sanitary Sewer Lift Station
Quantity	1 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1
Departmention	

#### Description

Measurement for payment to furnish and install a sanitary sewer lift station including panels, will be based upon the actual quantity, each, of such sanitary sewer lift stations constructed, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing a sanitary sewer lift station will be made at the unit bid price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the structure including but not limited to clearing, earthwork, excavation, dewatering (including cleaning adjacent discharge pipe), backfill and compaction, sheeting, construction of the reinforced concrete structure, concrete pads, 3/4-inch washed rock over weed barrier inside fence enclosure (beyond limits of concrete slab), grading, temporary fencing for safety, gates, all piping, valves, wet well, valve vaults, wet well and valve vault interior and exterior coatings, exterior coatings on pipes, fittings, and valves, backflow preventer, hose bib, fittings, couplings, pipe supports, ladder, bollards, electric conduit/services as noted on the plans, electrical, applying for and obtaining building electrical permit from CITY of Lauderdale Lakes, connection panel installation and electrical appurtenances, coordination with FP&L for power supply and all restoration WORK. Lift station shall be complete, energized and ready for service. Pumps and control panels will be supplied by Broward County upon contact from CONTRACTOR and transported and installed by CONTRACTOR. This pay item also includes furnishing and installing enclosure fencing including excavation, posts, below grade concrete encased post support posts, top and bottom rails, gates, hardware, case II signage, barbed wire, and all items shown on Chain Link Fence Detail and 12 foot Swing Gate Detail and all else necessary for a complete and functional installation. This pay item also includes concrete pad and access drive, including but not limited to all earthwork, clean fill, clearing, removal and disposal of existing sod, grading, compaction of subgrade, furnishing and setting for expansion joint material, disposal of excess material, and the appurtenant items for which separate payment is not specifically included in the Item Response Form.

Item	PNC2117206C1-01-94 - Base Bid: Furnish Emergency Generator	
Quantity	1 each	
Unit Price		
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1	

#### Broward County Board of County Commissioners

#### Description

Measurement for payment for Furnish Emergency Generator will be based upon the number, each, of Generators actually furnished, all in accordance with the requirements of the Contract Documents. Payment for Furnish Emergency Generators will be made at the unit price, each, indicated on the Item Response Form. Payment shall include providing all necessary equipment as required for a complete and functional use by BCWWS for providing temporary power to lift stations during emergencies.

ltem	PNC2117206C1-01-95 - Base Bid: Abandon Existing Sanitary Sewer Lift Station No. 50 B1
Quantity	1 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1

#### Description

Measurement for payment to abandon existing sanitary sewer lift station will be based upon the actual number, each, of lift stations actually abandoned, all in accordance with the Contract Documents. Payment for abandoning, capping and grouting of existing sanitary sewer lift station will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the abandoning, grouting and plugging of wetwell structure and valve vault, including excavation; removal and disposal of existing wetwell structure and valve vault top slab(s), access hatch(s), brickwork, and coreable; removal and disposal of all existing pumps, piping, electrical, valves, and appurtances within wetwell structure, valve vault, and fence enclosure; removal and disposal of existing wetwell structure and valve vault with clean fill and compaction to 98 percent of T-180, filter fabric, cleaning existing wetwell structure and valve vault, removal and disposal of existing wetwell structure and valve vault, removal and disposal of existing structure and valve vault, coring holes in bottom of structure and valve vault, removal and disposal of existing water meter box and service, disconnection and removal and disposal of existing electrical power source including coordination with FPL and submitting and obtaining Electrical permit from City of Lauderdale Lakes Building Department, delivery of salvageables to BCWWS, compaction, and all restoration WORK.

ltem	PNC2117206C1-01-96 - Base Bid: Abandon Existing Sanitary Sewer Lift Station No. 50 B3
Quantity	1 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1

#### Description

Measurement for payment to abandon existing sanitary sewer lift station will be based upon the actual number, each, of lift stations actually abandoned, all in accordance with the Contract Documents. Payment for abandoning, capping and grouting of existing sanitary sewer lift station will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the abandoning, grouting and plugging of wetwell structure and valve vault, including excavation; removal and disposal of existing wetwell structure and valve vault top slab(s), access hatch(s), brickwork, and coreable; removal and disposal of all existing pumps, piping, electrical, valves, and appurtances within wetwell structure, valve vault, and fence enclosure; removal and disposal of existing wetwell structure and valve vault with clean fill and compaction to 98 percent of T-180, filter fabric, cleaning existing wetwell structure, valve vault, piping and accessories, plugging existing hole(s) with masonry plug(s), saw cutting structure and valve vault, coring holes in bottom of structure and valve vault, removal and disposal of existing water meter box and service, disconnection and removal and disposal of existing electrical power source including coordination with FPL and submitting and obtaining Electrical permit from City of Lauderdale Lakes Building Department, delivery of salvageables to BCWWS, compaction, and all restoration

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Bid PNC2117206C1

Broward County Board of County Commissioners

WORK.

Item	PNC2117206C1-01-97 - Base Bid: By-Pass Pumping	
Quantity	1 lump sum	
Unit Price		
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1	

#### Description

Measurement for payment for all by-pass pumping activities to maintain the sanitary flow throughout the project duration will be made at the lump sum price named in the Item Response Form. Payment for by-pass pumping shall be made at the lump sum bid price indicated on the Item Response Form including, but is not limited to, getting approval of the COUNTY for the bypass pumping plan, the cost of all labor, equipment, transportation and obtaining any permits required for installation and satisfactory operation of bypass pumps, one week trial operation satisfactory to the COUNTY prior abandoning existing sanitary sewer piping and Maintenance Access Structures, maintenance of an emergency contact telephone to a responsible person, removal of all equipment and restoration of all area affected by bypass pumping installation and operation. The cost of installing bypass pumping pipes shall include permitting, identification, coordination and preservation of all existing utilities, curb AND gutter and sidewalk restoration, and any other incidental work for bypass pumping. Existing service must be maintained to all customers throughout the course of construction. Temporary piping, temporary lateral connections, tanker truck usage, dumping fees, pumps, etc. and all else necessary to maintain service is included as part of this Bid Item.

ltem	PNC2117206C1–01-98 - Base Bid: Remove & Dispose Existing Asphalt Pavement Cross Section
Quantity	29995 square yard
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 29995

#### Description

Measurement for payment to remove and dispose of existing pavement roadway and driveways will be based upon the actual number of square yards of such pavement actually removed (regardless of thickness), all in accordance with the Contract Documents. Payment for removal and disposal of existing asphalt pavement roadway and driveways will be made at the unit price per square yard of pavement indicated on the Item Response Form which price shall constitute full compensation for the removal and disposal of such pavement (regardless of thickness), base material, subgrade, etc. (including excavation).

Item	PNC2117206C101-99 - Base Bid: Furnish and Place 1 inch Type SP-9.5 Asphalt (1st Lift)
Quantity	29995 square yard
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL

Broward County Board of County Commissioners Bid PNC2117206C1

2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 29995

#### Description

Measurement for payment of asphalt concrete pavement will be based upon the number of square yards of such asphalt concrete pavement actually constructed, as detailed in the DRAWINGS, all in accordance with the requirements of the Contract Documents. Payment for placement of asphalt concrete pavement at the thickness indicated will be made at the unit price per square yard for such placement as named and at the thickness indicated on the Item Response Form which price will constitute full compensation for applying a tack coat and furnishing, placing and compacting all asphalt surface (including asphalt overlay), complete in place to the cross section and thickness shown on the DRAWINGS; including restoration of traffic loop detectors, temporary pavement markings, milling and saw cutting of all pavement and all cleanup of the area disturbed by this construction.

Item	PNC2117206C1–01-100 - Base Bid: Furnish and Place 1 inch Type SP-9.5 Asphalt (Final Lift)
Quantity	29995 square yard
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 29995
Departmen	

#### Description

Measurement for payment of asphalt concrete pavement will be based upon the number of square yards of such asphalt concrete pavement actually constructed, as detailed in the DRAWINGS, all in accordance with the requirements of the Contract Documents. Payment for placement of asphalt concrete pavement at the thickness indicated will be made at the unit price per square yard for such placement as named and at the thickness indicated on the Item Response Form which price will constitute full compensation for applying a tack coat and furnishing, placing and compacting all asphalt surface (including asphalt overlay), complete in place to the cross section and thickness shown on the DRAWINGS; including restoration of traffic loop detectors, temporary pavement markings, milling and saw cutting of all pavement and all cleanup of the area disturbed by this construction.

ltem	PNC2117206C1-01-101 - Base Bid: Furnish and Place 8 inch Limerock Base (LBR 100)
Quantity	32995 square yard
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE
	ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD
	POMPANO BEACH FL 33069 Qty 32995

#### Description

Measurement for payment for furnishing and placing lime rock base material will be based upon the number of square yards of such materials actually compacted in place at the depth indicated, densities passed, and primed all in accordance with the requirements of the Contract Documents. Payment for furnishing and placing of lime rock base material will be made at the unit price per square yard at the depth indicated on the Item Response Form, which price shall constitute full compensation for applying prime coat and furnishing all such material, in place, including all excavation, transportation, handling, cleaning, positioning and compacting of limerock base to LBR 100 and disposal of waste or unsuitable material.

PNC2117206C1-01-102 - Base Bid: F&P 12 inch Stabilized Subgrade (LBR 40) 35994 square yard

Quantity

Item

#### Unit Price

**Delivery Location** 

Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 35994

### Description

Measurement for payment for compaction/stabilization of subgrade will be based upon the number of square yards of such materials actually compacted, all in accordance with the requirements of the Contract Documents. Payment for compacting/stabilizing of subgrade will be made at the unit price per square yard indicated on the Item Response Form, which price shall constitute full compensation for transportation, excavation, handling, cleaning, positioning and compacting of said bedding to a LBR of 40, importing fill material and disposal of excess waste or unsuitable material.

Item	PNC2117206C1-01-103 - Base Bid: Furnish and Place Pavement Restoration
Quantity	15078 square yard
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 15078
Description	

Measurement for payment for pavement restoration will be based upon the actual number of square yards of pavement area restored, all in accordance with the requirements of the Contract Documents. Payment for pavement restoration will be made at the unit price per square yard indicated on the Item Response Form, which price shall constitute full compensation for furnishing and placement of LBR 40 stabilized subgrade, LBR 100 limerock base (2T-12-inch minimum thickness), first and second lift of asphalt (min. two,-one inch (1inch) Type SP-9.5 asphalt lifts over open-cut width (W+4 feet)), tack coat, applying prime coat and furnishing all such material to complete to the cross-section and thickness as shown in the Contract Documents including excavation, grading, importing material, transportation, handling, cleaning, positioning, compacting of limerock base to LBR 100 and subgrade to LBR 40, densities passed, temporary removal and re-installation of existing parking curb stops, removal and disposal of all necessary pavement, base material, subgrade and installation of temporary asphalt as deemed necessary by the COUNTY.

Item	PNC2117206C101-104 - Base Bid: F&P Pavement Restoration on Private Property
Quantity	583 square yard
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 583

#### Description

Measurement for payment for pavement restoration for water and sanitary sewer service installation on private property will be based upon the actual number of square yards of pavement area restored, all in accordance with the requirements of the Contract Documents. Payment for pavement restoration for water and sanitary sewer services on private property will be made at the unit price per square yard indicated on the Item Response Form, which price shall constitute full compensation for furnishing and placement of LBR 40 stabilized subgrade, LBR 100 limerock base (2T 12-inch minimum thickness), first and second lift of asphalt (minimum two, 1-

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#### Broward County Board of County Commissioners

Bid PNC2117206C1

inch) Type SP-9.5 asphalt lifts over open-cut width (W plus 4 feet), tack coat, applying prime coat and furnishing all such material to complete to the cross-section and thickness as shown in he Contract Documents including excavation, grading, importing material, transportation, handling, cleaning, positioning, compacting of limerock base to LBR 100 and subgrade to LBR 40, densities passed, temporary removal and re-installation of existing parking curb stops, removal and disposal of all necessary pavement, base material, subgrade and installation of temporary asphalt as deemed necessary by the COUNTY. This pay item is for pavement restoration on private property related to water service installation after proposed water meter location (on customers side) and sanitary sewer lateral installation outside of Rights-of-Way and proposed/existing utility easements. This pay item is for pavement restoration related to water and sanitary sewer service installation described above and NOT for mains installation. Pavement restoration related to the installation of water mains, sanitary sewer gravity mains, force mains, and proposed structures on private property will NOT be paid under this pay item.

(	
Quantity 1	1946 square yard
Unit Price	
	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1946

#### Description

Measurement for payment for payment restoration within FDOT Rights-of-Way will be based upon the actual number of square yards of pavement area restored, all in accordance with the requirements of the Contract Documents. Payment for pavement restoration within FDOT Rights-of-Way will be made at the unit price per square yard indicated on the Item Response Form, which price shall constitute full compensation for furnishing and placement of LBR 40 stabilized subgrade, LBR 100 limerock base (2T-12.5-inches minimum thickness), structural lift(s): 3-inches SP-12.5 (two 1.5-inch lifts), wearing lift: 1 5/8-inch (FC-12.5) over open-cut width (W+4 feet)), tack coat, applying prime coat and furnishing all such material to complete to the cross-section and thickness per Typical Pavement Section within FDOT R.O.W. as shown in the Contract Documents including excavation, grading, importing material, transportation, handling, cleaning, positioning, compacting of limerock base to LBR 100 and subgrade to LBR 40, step cut, densities passed, removal and disposal of all necessary pavement, base material, subgrade and installation of temporary asphalt as deemed necessary by the COUNTY and FDOT.

Item	PNC2117206C1-01-106 - Base Bid: Mill 1 inch Existing Roadway Asphalt (may vary by 20 percent)
Quantity	45900 square yard
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 45900

#### Description

Measurement for payment of milling of existing pavement within CITY Rights-of-Way will be based upon the number of square yards of such existing pavement actually milled, as detailed in the DRAWINGS, all in accordance with the requirements of the Contract Documents. Payment for milling of existing pavement at the depth indicated within CITY Rights-of-Way will be made at the unit price per square yard for such milling as named and at the thickness indicated on the Item Response Form which price will constitute full compensation milling, removal of milled material, complete in place to the cross section and depth shown on the DRAWINGS; including night work, restoration of traffic loop detectors, temporary pavement markings, temporary removal and re-installation of existing parking curb stops, and saw cutting of all pavement and all cleanup of the area disturbed by this construction.

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Bid PNC2117206C1

Broward County Board of County Commissioners

Item	PNC2117206C1–01-107 - Base Bid: Mill 1 5/8 inch Existing Roadway Asphalt w/in FDOT Rights-of-Way
Quantity	5731 square yard
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 5731

#### Description

Measurement for payment of milling of existing pavement within FDOT Rights-of-Way will be based upon the number of square yards of such existing pavement actually milled, as detailed in the DRAWINGS, all in accordance with the requirements of the Contract Documents. Payment for milling of existing pavement at the depth indicated within FDOT Rights-of-Way. will be made at the unit price per square yard for such milling as named and at the thickness indicated on the Item Response Form which price will constitute full compensation milling, removal of milled material, complete in place to the cross section and depth shown on the DRAWINGS; including night work, restoration of traffic loop detectors, temporary pavement markings, and saw cutting of all pavement and all cleanup of the area disturbed by this construction.

Item	PNC2117206C1–01-108 - Base Bid: Furnish and Place 1 inch Type SP-9.5 Asphalt Overlay (may vary by 20 percent)
Quantity	45900 square yard
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 45900

#### Description

Measurement for payment of for furnishing and installing asphalt concrete pavement overlay within CITY rights-of-way will be based upon the number of square yards of such asphalt concrete pavement actually constructed, as detailed in the DRAWINGS, all in accordance with the requirements of the Contract Documents. Payment for placement of asphalt concrete pavement overlay within CITY Rights-of-Way at the thickness indicated will be made at the unit price per square yard for such placement as named and at the thickness indicated on the Item Response Form which price will constitute full compensation for applying a tack coat and furnishing, placing and compacting all asphalt surface, complete in place to the cross section and thickness shown on the DRAWINGS; including night work, restoration of traffic loop detectors, installation of temporary thermoplastic pavement markings, milling and saw cutting of all pavement and all cleanup of the area disturbed by this construction.

Item	PNC2117206C101-109 - Base Bid: F&P 1 5/8 inch Type FC-12.5 Asphalt w/in FDOT Rights- of-Way (Oakland Park Blvd)
Quantity	5731 square yard
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD

Broward County Board of County Commissioners

# POMPANO BEACH FL 33069 Qty 5731

### Description

Measurement for payment of for furnishing and installing asphalt concrete pavement overlay within FDOT Rights-of-Way will be based upon the number of square yards of such asphalt concrete pavement actually constructed, as detailed in the DRAWINGS, all in accordance with the requirements of the Contract Documents. Payment for placement of asphalt concrete pavement overlay within FDOT Rights-of-Way at the thickness indicated will be made at the unit price per square yard for such placement as named and at the thickness indicated on the Item Response Form which price will constitute full compensation for applying a tack coat and furnishing, placing and compacting all asphalt surface, complete in place to the cross section and thickness shown on the DRAWINGS; including night work, restoration of traffic loop detectors, installation of temporary thermoplastic pavement markings, milling and saw cutting of all pavement and all cleanup of the area disturbed by this construction.

Item	PNC2117206C1–01-110 - Base Bid: Remove & Replace Type F Curb & Gutter ( may vary by 20 percent)
Quantity	316 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 316

#### Description

Measurement for payment to remove and re-placement of curb and gutter /D curb will be based upon the number of linear feet of such curb and gutter /D curb actually removed and constructed as determined by measurement along the centerline of the curb in place, all in accordance with the requirements of the Contract Documents. Payment for removal and re-placement of curb and gutter / D curb will be made at the unit price per linear foot of curb indicated on the Item Response Form, which shall constitute full compensation for complete installation including excavation, grading, forming, saw cutting of pavement, 4-inch limerock pad, drop curb, removal of existing curbing/curb and gutter, and cleanup of all areas disturbed by this construction.

ltem	PNC2117206C1–01-111 - Base Bid: Remove & Replace Type D Curb (may vary by 20 percent)
Quantity	2568 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 2568

#### Description

Measurement for payment to remove and re-placement of curb and gutter /D curb will be based upon the number of linear feet of such curb and gutter /D curb actually removed and constructed as determined by measurement along the centerline of the curb in place, all in accordance with the requirements of the Contract Documents. Payment for removal and re-placement of curb and gutter / D curb will be made at the unit price per linear foot of curb indicated on the Item Response Form, which shall constitute full compensation for complete installation including excavation, grading, forming, saw cutting of pavement, 4-inch limerock pad, drop curb, removal of existing curbing/curb and gutter, and cleanup of all areas disturbed by this construction.

ltem

PNC2117206C1-01-112 - Base Bid: Remove & Replace Concrete Sidewalk/Access Driveway (Min. 6 inch Thick)

Broward County Board of County Commissioners

Quantity	653 square yard
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 653
Description	

Measurement for payment to remove and re-place existing concrete sidewalk/access driveway will be based upon the actual number of square yards of such concrete sidewalks/access drives removed and re-placed, all in accordance with the requirements of the Contract Documents. Payment for removal and re-placement of concrete sidewalks/access drives will be made at the unit price per square yard indicated on the Item Response Form which price shall constitute full compensation for completing said WORK, including all removal and disposal of existing concrete material, earthwork, grading, truncated domes, driveway turnouts, base compaction, construction of the driveway to the same depth and material as the existing one (6-inch min. concrete thickness), base material, sand, furnishing and setting for expansion joint material, disposal of excess material, and densities passed.

ltem	PNC2117206C1-01-113 - Base Bid: Remove and Replace Sod
Quantity	13269 square yard
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 13269
Description	

Measurement for payment to remove and re-place sod will be based upon the actual number of square yards of such sod removed and re-placed, all in accordance with the requirements of the Contract Documents. Payment for removal and re-placement of sod will be made at the unit price per square yard indicated on the Item Response Form which price shall constitute full compensation for completing said work including but not limited to the removal and disposal of existing sod, installing new sod, Bahia or St. Augustine, topsoil, earthwork, clearing, grading, restoring and regrading existing berms, and disposal of excess material in accordance with the Contract Documents.

ltem Quantity Unit Price	PNC2117206C1–01-114 - Base Bid: Remove and Replace Sod on Private Property 3161 square yard
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 3161
Description	

Measurement for payment to remove and re-place sod for water and sanitary sewer service installation on private property will be based upon the actual number of square yards of such sod removed and re-placed, all in accordance with the requirements of the Contract Documents. Payment for removal and re-placement of sod for water and sanitary sewer service installation on private property will be made at the unit price per square yard indicated on the Item Response Form which price shall constitute full compensation for completing said work including but not limited to the removal and disposal of existing sod, installing new sod, Bahia or St. Augustine,

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#### Broward County Board of County Commissioners

Bid PNC2117206C1

topsoil, earthwork, clearing, grading, restoring and regrading existing berms, clearing and grading swales, and disposal of excess material in accordance with the Contract Documents. This pay item is for removal and re-placement of sod on private property for water service installation after proposed water meter location (on customers side) and sanitary sewer lateral installation outside of Rights-of-Way and proposed/existing utility easements. This pay item is for removal and re-placement of sod on private property related to water and sanitary sewer service installation described above and NOT for mains installation. Removal and replacement of sod related to the installation of water mains, sanitary sewer gravity mains, force mains, and proposed structures on private property will NOT be paid under this pay item.

ltem	PNC2117206C1–01-115 - Base Bid: F&I Cast-in-Place Truncated Domes Detectable Warning per FDOT Index 304
Quantity	275 square feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 275

#### Description

Measurement for payment to furnish and install cast-in-place truncated domes detectable warning will be based upon the actual number of square feet of such cast-in-place truncated domes detectable warning installed, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing cast-in-place truncated domes detectable warning will be made at the unit price per square foot named in the Item Response Form which price shall constitute full compensation for completing said work, including all placement in concrete, removal and disposal of existing concrete, finishing concrete, etc. and all necessary for complete and functional installation per the manufacturer s specification. Payment will be made only for the actual number of square feet of cast-in-place truncated dome detectable warnings installed, complete and in place. No payment will be made for excess or waste due to cutting and breakage. Cast-in-place truncated dome detectable warnings shall conform to FDOT design standards, current edition.

ltem	PNC2117206C1–01-116 - Base Bid: R&D 12 to 15 inch CMP, Install 12 to 15 inch Drainage Pipe (may vary by 20%)
Quantity	550 linear foot
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 550
Description	

Measurement for payment for removing and disposing existing piping and furnishing and installing drainage pipe will be based upon the number of linear feet of such pipe actually removed and disposed of and installed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents. Payment for removing and disposing existing piping and furnishing and installing drainage pipe will be made at the unit price per linear foot of pipe indicated on the Item Response Form. Payment shall include, but is not limited to, providing all necessary pipe excavation, dewatering, bedding, backfilling, compaction, gaskets, cutting existing pipe, removal and disposal of existing piping and concrete collars, concrete jacket for connecting dissimilar types of pipe and temporary relocation of existing utilities as required for a complete and functional installation.

Addendum # 1

Previous Unit acre

Exhibit 3 Page 54 of 216

Bid PNC2117206C1

Broward County Board of County Commissioners

Item	PNC2117206C1-01-117 - Base Bid: R&D 18 inch CMP, Install 18 inch Drainage Pipe (may vary by 20 percent)
Quantity	275 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 275

#### Description

Measurement for payment for removing and disposing existing piping and furnishing and installing drainage pipe will be based upon the number of linear feet of such pipe actually removed and disposed of and installed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents. Payment for removing and disposing existing piping and furnishing and installing drainage pipe will be made at the unit price per linear foot of pipe indicated on the Item Response Form. Payment shall include, but is not limited to, providing all necessary pipe excavation, dewatering, bedding, backfilling, compaction, gaskets, cutting existing pipe, removal and disposal of existing piping and concrete collars, concrete jacket for connecting dissimilar types of pipe and temporary relocation of existing utilities as required for a complete and functional installation.

Item	PNC2117206C1–01-118 - Base Bid: R&D 24 inch CMP, Install 24 inch Drainage Pipe ( ma vary by 20 percent)
Quantity	110 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 110

#### Description

Measurement for payment for removing and disposing existing piping and furnishing and installing drainage pipe will be based upon the number of linear feet of such pipe actually removed and disposed of and installed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents. Payment for removing and disposing existing piping and furnishing and installing drainage pipe will be made at the unit price per linear foot of pipe indicated on the Item Response Form. Payment shall include, but is not limited to, providing all necessary pipe excavation, dewatering, bedding, backfilling, compaction, gaskets, cutting existing pipe, removal and disposal of existing piping and concrete collars, concrete jacket for connecting dissimilar types of pipe and temporary relocation of existing utilities as required for a complete and functional installation.

Item	PNC2117206C1–01-119 - Base Bid: R&D 30 inch CMP, Install 30 inch Drainage Pipe (may vary by 20 percent)
Quantity	110 linear feet
Unit Price	
Delivery Location	n Broward County Board of County Commissioners EV0057
	WWS WATER SUPPLY WAREHOUSE
	ATT:ENVIRONMENTAL ENGR 1 FL

Broward County Board of County Commissioners

2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 110

#### Description

Measurement for payment for removing and disposing existing piping and furnishing and installing drainage pipe will be based upon the number of linear feet of such pipe actually removed and disposed of and installed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents. Payment for removing and disposing existing piping and furnishing and installing drainage pipe will be made at the unit price per linear foot of pipe indicated on the Item Response Form. Payment shall include, but is not limited to, providing all necessary pipe excavation, dewatering, bedding, backfilling, compaction, gaskets, cutting existing pipe, removal and disposal of existing piping and concrete collars, concrete jacket for connecting dissimilar types of pipe and temporary relocation of existing utilities as required for a complete and functional installation.

Item	PNC2117206C1–01-120 - Base Bid: R&D 36 inch CMP, Install 36 inch Drainage Pipe ( may vary by 20 percent)
Quantity	110 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 110

#### Description

Measurement for payment for removing and disposing existing piping and furnishing and installing drainage pipe will be based upon the number of linear feet of such pipe actually removed and disposed of and installed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents. Payment for removing and disposing existing piping and furnishing and installing drainage pipe will be made at the unit price per linear foot of pipe indicated on the Item Response Form. Payment shall include, but is not limited to, providing all necessary pipe excavation, dewatering, bedding, backfilling, compaction, gaskets, cutting existing pipe, removal and disposal of existing piping and concrete collars, concrete jacket for connecting dissimilar types of pipe and temporary relocation of existing utilities as required for a complete and functional installation.

ltem	PNC2117206C1–01-121 - Base Bid: F&I 4 feet Dia. or 4 by 4 feet Square Drainage Structure (may vary by 20%)
Quantity	12 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 12

#### Description

Measurement for payment to furnish and install catch basin inlets, drainage structures or Maintenance Access Structures will be based upon the actual quantity, each, of such structures installed, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing catch basin inlets, drainage structures or Maintenance Access Structures will be made at the unit price, each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill and compaction, Maintenance Access Structure frame and covers, catch basin/curb inlet frame and grates, stone below structure, filter fabric, weep hole, brickwork, mortar, construction of the reinforced concrete structure.

Item	PNC2117206C1–01-122 - Base Bid: R&d Existing Storm Drainage Structure (may vary by 20 percent)
Quantity	9 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 9
Description	

Measurement for payment to remove and dispose existing drainage structure will be based upon re-place the actual number, each, of such structures removed and disposed. Payment for removal and disposal of existing drainage structure will be made at the unit price, each indicated on the Item Response Form which price shall constitute full compensation for removing and disposing of such structure, including excavation, dewatering, backfilling trench, compaction, and all restoration work.

Item	PNC2117206C1-01-123 - Base Bid: Relocate Trees and Palms (less than 10 inch caliper)
Quantity	2 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 2

#### Description

Measurement for relocation of existing trees will be made on a unit price per each tree relocated. The CONTRACTOR shall be paid the amount indicated in the bid proposal for each tree relocated for the proper execution of the WORK as directed by the CONSULTANT. This price paid shall include obtaining appropriate tree removal/relocation permits, backfill, and disposal of all debris associated with the relocation of the tree. Payment to relocate trees will be made at the unit price each indicated on the Item Response Form. Relocation of trees shall include obtaining of appropriate tree removal permits, spading of the tree, root pruning, replanting, maintenance, backfill, tree protection barrier (including biobarrier) and the removal disposal of all vegetative matter associated with the relocation of trees as required by the Contract Documents or directed by the CONSULTANT. The CONSULTANT may direct the CONTRACTOR to relocate trees to adjacent private property when requested by homeowners. Homeowners must sign a waiver and assume maintenance responsibility for trees in such situations. CONTRACTOR shall stake right of way limits a minimum of two weeks in advance of construction in order to coordinate with adjacent property owners and possible conflicting utilities.

Item	PNC2117206C1-01-124 - Base Bid: Relocate Trees and Palms (10 inch caliper and greater)
Quantity	23 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 23
Description	

#### Broward County Board of County Commissioners

Bid PNC2117206C1

Measurement for relocation of existing trees will be made on a unit price per each tree relocated. The CONTRACTOR shall be paid the amount indicated in the bid proposal for each tree relocated for the proper execution of the WORK as directed by the CONSULTANT. This price paid shall include obtaining appropriate tree removal/relocation permits, backfill, and disposal of all debris associated with the relocation of the tree. Payment to relocate trees will be made at the unit price each indicated on the Item Response Form. Relocation of trees shall include obtaining of appropriate tree removal permits, spading of the tree, root pruning, replanting, maintenance, backfill, tree protection barrier (including biobarrier) and the removal disposal of all vegetative matter associated with the relocation of trees as required by the Contract Documents or directed by the CONSULTANT. The CONSULTANT may direct the CONTRACTOR to relocate trees to adjacent private property when requested by homeowners. Homeowners must sign a waiver and assume maintenance responsibility for trees in such situations. CONTRACTOR shall stake right of way limits a minimum of two weeks in advance of construction in order to coordinate with adjacent property owners and possible conflicting utilities.

Item	caliper and greater)
Quantity	7 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 7

#### Description

Measurement for removal and disposal of existing trees greater than 3.5-inches in diameter (measured at 4.5 feet above highest adjacent grade) will be made on a unit price per each tree removed and disposed of. The CONTRACTOR shall be paid the amount indicated in the bid proposal for each tree removed and disposed of for the proper execution of the WORK as directed by the CONSULTANT. This price paid shall be for each tree removed and disposed of including removal of stumps and disposal of all debris associated with the removal of the tree. Payment to remove and dispose of trees will be made at the unit price each, indicated on the Item Response Form. Removal of trees shall include cutting of tree, removal of stump, relocation of existing bee hives, obtaining appropriate tree removal/relocation permits and the removal and disposal of all vegetative matter associated with the removal and disposal of trees as required by the Contract Documents or directed by the CONSULTANT. No trees with a trunk diameter of 3.5-inches or greater (measured at 4.5 feet above highest adjacent grade) shall be removed without coordination and approval from the CONSULTANT or COUNTY.

ltem	PNC2117206C1–01-126 - Base Bid: F&I Bursera Simaruba/Gumbo Limbo (2 inch caliper, 12 foot height, 6 foot spread)
Quantity	2 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 2
Description	

#### Description

Measurement for payment for furnishing and installing trees and plants will be based upon the actual number, of each, tree or plant installed all in accordance with requirements of the Contract Documents. Payment for furnishing and installing trees and plants will be made at the unit price, each, named in the Bid Schedule which price shall constitute full compensation for the complete installation, watering for one year for establishment, guys, weed control, and planting soil. At the contractor s option, trees may be reserved or held by the contractor at a nursery after receipt of the second Notice to Proceed. Payment of 50 percent of the unit price shall be paid upon County s receipt of proof of payment to the nursery for reserving and holding the trees until time of planting and receipt of Consent of Surety. The contractor shall also provide proof of bonds and insurance for Acts of God which cause loss of reserved trees. Bonds and insurance shall guarantee replacement at full height / maturity. Trees shall be guyed and protected as shown on the DRAWINGS.

Broward County Board of County Commissioners

Trees shall be warranted for one year after substantial completion issuance in accordance with the requirements of the Contract Documents.

ltem	PNC2117206C1–01-127 - Base Bid: F&I Coccoloba Diversifolia/Pigeon Plum (10 ft H, 2 inch Dia at DBH, 6 ft spread
Quantity	1 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1

## Description

Measurement for payment for furnishing and installing trees and plants will be based upon the actual number, of each, tree or plant installed all in accordance with requirements of the Contract Documents. Payment for furnishing and installing trees and plants will be made at the unit price, each, named in the Bid Schedule which price shall constitute full compensation for the complete installation, watering for one year for establishment, guys, weed control, and planting soil. At the contractorite state or plant by the contractor at a nursery after receipt of the second Notice to Proceed. Payment of 50 percent of the unit price shall be paid upon Countyity 2½s receipt of proof of payment to the nursery for reserving and holding the trees until time of planting and receipt of Consent of Surety. The contractor shall also provide proof of bonds and insurance for Acts of God which cause loss of reserved trees. Bonds and insurance shall guarantee replacement at full height / maturity. Trees shall be guyed and protected as shown on the DRAWINGS. Trees shall be warranted for one year after substantial completion issuance in accordance with the requirements of the Contract Documents.

Item	PNC2117206C1–01-128 - Base Bid: F&I Quercus Virginiana/Southern Live Oak (3 in. caliper, 14 ft H, 6 ft spread
Quantity	4 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 4
Description	$\cdot$

Measurement for payment for furnishing and installing trees and plants will be based upon the actual number, of each, tree or plant installed all in accordance with requirements of the Contract Documents. Payment for furnishing and installing trees and plants will be made at the unit price, each, named in the Bid Schedule which price shall constitute full compensation for the complete installation, watering for one year for establishment, guys, weed control, and planting soil. At the contractori 2½s option, trees may be reserved or held by the contractor at a nursery after receipt of the second Notice to Proceed. Payment of 50 percent of the unit price shall be paid upon Countyi 2½s receipt of proof of payment to the nursery for reserving and holding the trees until time of planting and receipt of Consent of Surety. The contractor shall also provide proof of bonds and insurance for Acts of God which cause loss of reserved trees. Bonds and insurance shall guarantee replacement at full height / maturity. Trees shall be guyed and protected as shown on the DRAWINGS. Trees shall be warranted for one year after substantial completion issuance in accordance with the requirements of the Contract Documents.

Item	PNC2117206C1–01-129 - Base Bid: F&I Sabal Palmetto/Cabbage Palm (12 in Dia at DBH, 15 ft H, 6 to 8 foot spread
Quantity	6 each

Unit Price
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**Delivery Location** 

**Broward County Board of County Commissioners** EV0057 WWS WATER SUPPLY WAREHOUSE ATT: ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 6

#### Description

Measurement for payment for furnishing and installing trees and plants will be based upon the actual number, of each, tree or plant installed all in accordance with requirements of the Contract Documents. Payment for furnishing and installing trees and plants will be made at the unit price, each, named in the Bid Schedule which price shall constitute full compensation for the complete installation, watering for one year for establishment, guys, weed control, and planting soil. At the contractori, 2/3 option, trees may be reserved or held by the contractor at a nursery after receipt of the second Notice to Proceed. Payment of 50 percent of the unit price shall be paid upon Countyil, 1/2s receipt of proof of payment to the nursery for reserving and holding the trees until time of planting and receipt of Consent of Surety. The contractor shall also provide proof of bonds and insurance for Acts of God which cause loss of reserved trees. Bonds and insurance shall guarantee replacement at full height / maturity. Trees shall be guyed and protected as shown on the DRAWINGS. Trees shall be warranted for one year after substantial completion issuance in accordance with the requirements of the Contract Documents.

Item	PNC2117206C1–01-130 - Base Bid: F&P 6 in Thermoplastic Solid White, Yellow Traffic Stripe
Quantity	14622 linear foot
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 14622
Description	

F&P 6 in Thermoplastic Solid White, Yellow Traffic Stripe (inc Skips, Double Yellow) -Measurement for payment for furnishing and placing pavement markings will be based upon the number of linear feet of such markings actually placed as determined by measurement along the centerline of the pavement markings in place indicated on the Item Response Form, all in accordance with the requirements of the Contract Documents. Payment for furnishing and placing pavement markings will be made at the unit price per linear foot or each of pavement markings indicated on the Item Response Form .including temporary striping, temporary layout, removal of existing striping outside milling and re-surfacing limits by means water or sand blasting (including repair of existing asphalt as required), final thermoplastic striping, etc. all in accordance with the requirements of the Contract Documents.

Previous Unit a	cre New Unit linear foot
Item	PNC2117206C1–01-131 - Base Bid: F&P 12 inch Thermoplastic Solid White Traffic Stripe Cross Walk
Quantity	241 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD

Broward County Board of County Commissioners

# POMPANO BEACH FL 33069 Qty 241

## Description

Measurement for payment for furnishing and placing pavement markings will be based upon the number of linear feet of such markings actually placed as determined by measurement along the centerline of the pavement markings in place indicated on the Item Response Form, all in accordance with the requirements of the Contract Documents. Payment for furnishing and placing pavement markings will be made at the unit price per linear foot or each of pavement markings indicated on the Item Response Form .including temporary striping, temporary layout, removal of existing striping outside milling and re-surfacing limits by means water or sand blasting (including repair of existing asphalt as required), final thermoplastic striping, etc. all in accordance with the requirements of the Contract Documents.

Item	PNC2117206C1–01-132 - Base Bid: F&P 18 inch Thermoplastic Solid White and Yellow Stripe Stripe
Quantity	293 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 293
Departmention	

#### Description

Measurement for payment for furnishing and placing pavement markings will be based upon the number of linear feet of such markings actually placed as determined by measurement along the centerline of the pavement markings in place indicated on the Item Response Form, all in accordance with the requirements of the Contract Documents. Payment for furnishing and placing pavement markings will be made at the unit price per linear foot or each of pavement markings indicated on the Item Response Form .including temporary striping, temporary layout, removal of existing striping outside milling and re-surfacing limits by means water or sand blasting (including repair of existing asphalt as required), final thermoplastic striping, etc. all in accordance with the requirements.

ltem	PNC2117206C101-133 - Base Bid: F&P 24 inch Thermoplastic Solid White Stop Bar, Special Emphasis Crosswalk Strip
Quantity	572 linear feet
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 572

## Description

Measurement for payment for furnishing and placing pavement markings will be based upon the number of linear feet of such markings actually placed as determined by measurement along the centerline of the pavement markings in place indicated on the Item Response Form, all in accordance with the requirements of the Contract Documents. Payment for furnishing and placing pavement markings will be made at the unit price per linear foot or each of pavement markings indicated on the Item Response Form .including temporary striping, temporary layout, removal of existing striping outside milling and re-surfacing limits by means water or sand blasting (including repair of existing asphalt as required), final thermoplastic striping, etc. all in accordance with the requirements.

Broward County Board of County Commissioners

ltem	PNC2117206C1–01-134 - Base Bid: Temporarily Remove and Re-install Existing Sign Post Assembly
Quantity	39 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 39

#### Description

Measurement for payment to temporarily remove and re-install existing sign post assembly will be based upon actual quantity, each, of such sign assemblies removed and re-installed, all in accordance with the requirements of the Contract Documents. Payment to temporarily remove and re-install existing sign post assembly will be made at the unit price each, named in the Item Response Form which price shall constitute full compensation for the completed temporary removal and re-installation of the sign.

Item	PNC2117206C1–01-135 - Base Bid: F&I New Sign Post Assembly, Re-install Existing Sign on Sign Post Assembly
Quantity	26 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 26

#### Description

Measurement for payment to furnish and install new sign post and re-install existing sign on newly installed sign post will be based upon actual quantity, each, of such sign post assemblies furnished and installed, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing new sign post and re-install existing sign on newly installed sign post signs will be made at the unit price each, named in the Item Response Form which price shall constitute full compensation for the completed installation of the new sign post and re-installation of existing sign per Broward County Traffic Engineering Division (BCTED) Details and Standards, including but not limited to new sign post and tubing, hardware (i.e. nuts, bolts, washers, etc.), reinstallation of existing sign(s) on new sign post, and restoration of concrete sidewalk.

ltem Quantity	PNC2117206C1–01-136 - Base Bid: Furnish and Place Reflective Pavement Marker (RPM) 1430 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1430

## Description

Measurement for payment for furnishing and installing raised pavement markers (RPM) will be based upon the actual number, each, of such RPMs installed, all in accordance with requirements of the Contract Documents. Payment for furnishing and installing RPMs will be made at the unit price, each, named in the Item Response Form which price shall constitute full compensation for the complete

# Exhibit 3 Page 62 of 216

Broward County Board of County Commissioners

#### installation.

Item	PNC2117206C1–01-137 - Base Bid: F&P Thermoplastic Turn Arrows, Handicap Parking Symbol per FDOT Index 17346
Quantity	19 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 19

#### Description

Measurement for payment for furnishing and placing thermoplastic directional flow/turn arrows and handicap parking symbol will be based upon the number, each, of Arrows or symbols actually furnished, all in accordance with the requirements of the Contract Documents. Payment for furnishing and placing thermoplastic directional flow/turn arrows or handicap parking symbol will be made at the unit price, each, named in the Item Response Form including temporary striping, temporary layout, final thermoplastic striping, installation per F.D.O.T Index 17346 and BCTED standards which price shall constitute full compensation for the complete installation.

ltem	PNC2117206C1-01-138 - Base Bid: Existing Power Pole Support
Quantity	10 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 10
Description	

Measurement for payment to support existing power poles will be based upon the actual number, each, of such poles supported by Florida Power and Light. Payment to support existing power poles will be made at the unit price, each indicated on the Item Response Form which price shall constitute full compensation for will be based upon the actual fee required by Florida Power and Light to support the existing power poles. The CONTRACTOR shall produce documentation verifying the actual cost. The disbursement of any/all of this item is totally at the discretion of the CONSULTANT/COUNTY.

Item	PNC2117206C1-01-139 - Base Bid: Irrigation Restoration (may vary by 20 percent)
Quantity	6165 linear foot
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 6165

#### Description

Measurement for payment for irrigation restoration will be based upon the number of linear feet of such pipe actually removed and disposed of and installed as determined by measurement along the centerline of the pipe in place, all in accordance with the

#### Broward County Board of County Commissioners

Bid PNC2117206C1

requirements of the Contract Documents. Payment for irrigation restoration shall include, but is not limited to, providing all necessary pipe excavation, shall include controller and electrical service/conduit, sleeves, mainline piping and fittings, valves, bubblers nozzles, heads, sensors, capping existing system during construction and installing new irrigation. Irrigation systems shall provide match coverage/heads prior to construction. This item is to restore/re-place existing irrigation serving private properties damaged due to proposed improvements. This item is shall be performed with of the approval of the CONSULTANT/COUNTY. Irrigation systems shall be restored with pipe matching the size of the existing pipe and necessary adapters and coupling at each end splicing the restored pipe in place. All WORK shall meet the approval of the CONSULTANT.

#### Added on Oct 3, 2018:

Measurement for payment for irrigation restoration will be based upon the number of linear feet of such pipe actually removed and disposed of and installed as determined by measurement along the centerline of the pipe in place, all in accordance with the requirements of the Contract Documents.

Payment for irrigation restoration shall include, but is not limited to, providing all necessary pipe excavation, shall include controller and electrical service/conduit, sleeves, mainline piping and fittings, valves, bubblers nozzles, heads, sensors, capping existing system during construction and installing new irrigation. Irrigation systems shall match coverage/heads prior to construction. This item is to restore/re-place existing irrigation serving private properties damaged due to proposed improvements. This item is shall be performed with of the approval of the CONSULTANT/COUNTY. Irrigation systems shall be restored with pipe matching the size of the existing pipe and necessary adapters and coupling at each end splicing the restored pipe in place. All WORK shall meet the approval of the CONSULTANT.

Addendum # 1	
Previous Unit I	near feet New Unit linear foot
	· ·
Item	PNC2117206C1–01-140 - Base Bid: Remove and Replace Irrigation Pop-Up Sprinkler Heads (may vary 20 percent)
Quantity	300 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 300
of such irrigation a the requirements of Payment for remove excavation, includi match coverage/he This item is to remove	ayment for removal and replacement of irrigation system accessories will be based upon the number, each, ccessories actually removed and disposed of and new irrigation accessories installed, all in accordance with i the Contract Documents. al and replacement of irrigation system accessories shall include, but is not limited to, providing all necessary og controller and electrical service/conduit, valves, bubblers nozzles, heads, sensors. Irrigation systems shall ads prior to construction. we and re-place existing irrigation service accessories serving private properties damaged due to proposed s item shall be performed with of the approval of the CONSULTANT/COUNTY.
Addendum # 1	

Previous Title		New Title	Remove and Replace Irrigation Pop-Up Sprinkler Heads (may vary 20 percent)
Added Item			
Item	PNC2117206C1-01-141 - Base Bid: F 20 percent)	Remove and F	Replace Irrigation Controllor (may vary by
Quantity	10 each		
Unit Price			

Broward County Board of County Commissioners

Delivery Location

Broward County Board of County Commissioners EV0057 WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 10

# Description

<u>Measurement for payment for removal and replacement of irrigation system accessories will be based upon the number, each, of such irrigation accessories actually removed and disposed of and new irrigation accessories installed, all in accordance with the requirements of the Contract Documents.</u>

Payment for removal and replacement of irrigation system accessories shall include, but is not limited to, providing all necessary excavation, including controller and electrical service/conduit, valves, bubblers nozzles, heads, sensors. Irrigation systems shall match coverage/heads prior to construction.

This item is to remove and re-place existing irrigation service accessories serving private properties damaged due to proposed improvements. This item shall be performed with of the approval of the CONSULTANT/COUNTY.

	, Remove and Replace Irrigation
Previous Title	New Title Controllor (may vary by 20 percent)
Added Item	
tem	PNC2117206C1–01-142 - Base Bid: Remove and Replace Irrigation Valve (may vary by 20 percent)
Quantity	20 each
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W CORANIS ROAD
	2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 20
of such irrigation a the requirements o Payment for remov excavation, includir match coverage/he This item is to remo improvements. Thi	POMPANO BEACH FL 33069
Measurement for p of such irrigation a the requirements o Payment for remov excavation, includir match coverage/he This item is to remo improvements. Thi	POMPANO BEACH FL 33069 Qty 20 ayment for removal and replacement of irrigation system accessories will be based upon the number, each ccessories actually removed and disposed of and new irrigation accessories installed, all in accordance with f the Contract Documents. al and replacement of irrigation system accessories shall include, but is not limited to, providing all necessa ing controller and electrical service/conduit, valves, bubblers nozzles, heads, sensors. Irrigation systems sha ads prior to construction. we and re-place existing irrigation service accessories serving private properties damaged due to proposed s item shall be performed with of the approval of the CONSULTANT/COUNTY.
Measurement for p of such irrigation a the requirements o Payment for remov excavation, includir match coverage/he This item is to remo improvements. Thi	POMPANO BEACH FL 33069 Qty 20 ayment for removal and replacement of irrigation system accessories will be based upon the number, each ccessories actually removed and disposed of and new irrigation accessories installed, all in accordance with f the Contract Documents. al and replacement of irrigation system accessories shall include, but is not limited to, providing all necessa ing controller and electrical service/conduit, valves, bubblers nozzles, heads, sensors. Irrigation systems sha ads prior to construction. we and re-place existing irrigation service accessories serving private properties damaged due to proposed
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Measurement for p of such irrigation a the requirements of Payment for remov excavation, includin match coverage/he This item is to remo improvements. Thi Addendum # 1 Previous Title	POMPANO BEACH FL 33069 Qty 20 ayment for removal and replacement of irrigation system accessories will be based upon the number, each ccessories actually removed and disposed of and new irrigation accessories installed, all in accordance with f the Contract Documents. al and replacement of irrigation system accessories shall include, but is not limited to, providing all necessa ng controller and electrical service/conduit, valves, bubblers nozzles, heads, sensors. Irrigation systems sha ads prior to construction. we and re-place existing irrigation service accessories serving private properties damaged due to proposed s item shall be performed with of the approval of the CONSULTANT/COUNTY. New Title

Unit Price

Delivery Location

Broward County Board of County Commissioners <u>EV0057</u> WWS WATER SUPPLY WAREHOUSE ATT:ENVIRONMENTAL ENGR 1 FL 2555 W COPANS ROAD POMPANO BEACH FL 33069 Qty 1000

Description

<u>Measurement for payment to repair existing roadway will be based upon the number of square yards of such roadway actually</u> <u>compacted and repaired in place, including densities passed, and primed all in accordance with the requirements of the Contract</u> <u>Documents.</u>

Payment to repair existing roadway will be made at the unit price per square yard indicated on the Item Response Form, which price shall include but not be limited to, removal and disposal of existing asphalt (regardless of thickness), scarifying existing limerock base, furnishing and placing of new lime rock base material (up to six inches in thickness), applying prime coat, first lift of one inch SP-9.5 asphalt, excavation, transportation, handling, cleaning, positioning, grading, and compacting of limerock base to LBR 100 and disposal of waste or unsuitable material.

This item is provided to repair existing roadway depressions/potholes/settling within areas designated for mill and overlay. This item shall be performed with of the approval of the CONSULTANT/COUNTY.\_\_

Addendum # 1

Previous Title

New Title

Repair Existing Roadway (may vary by 20%)

Added Item

# SPECIAL INSTRUCTIONS FOR VENDORS (CONSTRUCTION PROJECT)

# A. Scope of Work

The Work set forth within this solicitation document includes the furnishing of all labor, materials, equipment, services and incidentals for the construction of the infrastructure site work:

The WORK will include but not be limited to installation of a new water main, services, and meters; abandonment/removal of existing water main; new gravity sewer system, abandonment/removal of the existing gravity sewer system, installation of new force mains, abandonment/removal of the existing force mains, installation of new lift station and abandonment/modifications of existing lift stations.

The project is bounded on the north by Middle River Canal and NW 39th Street, the south by the Oakland Park Blvd, on the east by Canal 3A and UAZ 123, and on the west by the Florida Turnpike, as shown on the plans. The work area is within the City of Lauderdale Lakes and Florida Department of Transportation Rights-of-ways. Broward County Water and Wastewater Services own and operate the Water Main and Gravity Sanitary Sewer System.

B. Office of Economic and Small Business Development (OESBD) 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: CBE Goal Participation** and submit all required forms and information as instructed.

- C. Federal Transit Administration Requirements: Not applicable to this solicitation.
- D. License Requirements:

Vendor should submit proof of licensing with its 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 these Contract Documents, a Vendor shall possess one of the following licenses (including any specified State registration, if applicable) at the time of bid submittal. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the bid.

# STATE: CERTIFIED GENERAL CONTRACTOR;

# OR

# CERTIFIED UNDERGROUND UTILITY AND EXCAVATON CONTRACTOR;

# OR

# **CERTIFIED PLUMBING CONTRACTOR;**

# OR

COUNTY: GENERAL BUILDING CONTRACTOR CLASS "A", (Must be registered with the State)

# OR

# **GENERAL ENGINEERED CONSTRUCTION BUILDER;**

# OR

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

# OR

# MASTER PLUMBER

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

Special Exception from the above requirements for a Non-Florida Domiciled Contractor bids for construction, improvement, remodeling, or repair of County buildings only (if applicable): If Vendor is a Non-Florida Domiciled Contractor, Vendor may, in lieu of complying with requirements set forth above, submit evidence to County, within three business days of request, of having applied for a Limited Non-Renewable Registration from the Department of Business and Professional Regulation as provided for in Section 489.117(3) F.S. A copy of the application form stamped date received by the Construction Industry Licensing Board will constitute sufficient evidence under this paragraph. Vendor must provide COUNTY with proof of having obtained the Non-Renewable Registration prior to award of the Project.

E. Additional Qualifications or Certification Requirements:

VENDOR TO HAVE SUCCESSFULLY COMPLETED AT LEAST ONE SIMILAR PROJECT OF COMPARABLE SIZE WITHIN THE LAST FIVE YEARS.

Proof of certification should be returned with the Vendor's submittal and is subject to verification by the County. 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 or if certification is not verifiable.

F. 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.

G. 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 solicitation includes the applicable **Prevailing Wage Rate Table** (United States Department of Labor Wage Determination Table) for this Project; the prevailing wage rates listed apply to the resulting contract from this solicitation.

H. Contract

The **Contract**, including Standard Terms and Conditions (005200), Contract Supplemental Conditions (as applicable – 005400), Contract General Conditions (007200), and Contract Supplemental General Conditions (as applicable - 007300) is applicable to this Project.

I. Allowances and Permits

The solicitation includes an allowance amount for the below items: Permits: \$515,400.00

The following shall apply to payment of allowances:

- a. The allowance amount is an estimate only; payment is not guaranteed and is only paid based on actual costs incurred by the Vendor for the identified allowance or permit.
- b. The Contract Administrator or designee must authorize use of any allowances (per Technical Specifications) prior to Vendor incurring costs related to an allowance amount.
- c. No markup or additional fees are allowed on payment of allowance items. This includes, but is not limited to, overhead, profit, "runner's fees", etc.
- d. Allowances for Permit Fees: payment for permit fees does not include licenses, permit expediting services, re-inspection fees, and expired permit fees. Proof of permit fee(s) shall be submitted with Vendor's invoice for payment.
- J. Bid Bond:

A Vendor must submit with its response a bid bond in the form of the County's approved <u>Bid</u> <u>Bond Form</u>, including all substantive terms set forth therein, which shall be executed by a surety company meeting the Qualification of Surety, Article 5 of the Contract. Failure to submit a bid bond by the solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive. A copy of the County-approved Bid Bond Form may be found at: <u>http://www.broward.org/Purchasing/Pages/StandardTerms.aspx</u> under the section "Standard Guaranty and Bond Forms".

a. Bid Guaranty: In lieu of a bid bond, the following will be acceptable: cash, money order, certified check, cashier's check, an original <u>Bid Guaranty – Unconditional Letter of Credit</u>, treasurer's check or bank draft of any national or state bank (United States). A personal check or a company check of a Vendor is not a valid bid guaranty.

- 1. The bid guaranty shall be in an amount equal to five percent (5%) of the total price offered, payable to the Board of County Commissioners and conditioned upon the successful Vendor providing the Performance and Payment Guaranty, evidence of insurance, or any other requirements set forth within the solicitation, within 10 calendar days after notification of award of the contract.
- 2. Guaranty of the successful Vendor shall be forfeited to the Board of County Commissioners not as a penalty, but as liquidated damages for the cost and expense incurred should said Vendor fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth in the solicitation. Upon request, bid guaranties of unsuccessful vendors will be returned after award of contract or expiration of bid validity.
- 3. Vendors must either submit an electronic bid bond through BidSync or submit an original bid guaranty to the Purchasing Division, by solicitation due date and time, or Vendor may be deemed non-responsive.
  - i. To submit an electronic bid bond, Vendor must submit through BidSync, using <u>Surety 2000</u>. Vendors, bonding agents, and surety companies must register with Surety 2000 to use the service; contact <u>Surety 2000</u> to find out information regarding their service (<u>www.surety2000.com</u> or 800-660-3263).
    - The Vendor must provide their bonding agent with Broward County's vendor identification number for Surety 2000 (P06145037) and its "Supplier identifier" number. The Vendor's individual Supplier identifier number is available on the Details tab in BidSync (Bid Bond: See bid bond information).
    - 2) The bonding agent can then provide a Bid Bond Number for the Vendor to import into BidSync.
    - 3) For detailed instructions on submitting an electronic bid bond, visit Vendor Registration page at <u>www.broward.org/Purchasing/Pages/Registration.aspx</u> and select "How to Submit an electronic bid bond?"
    - 4) Broward County reminds Vendors to allow enough time to secure a bid bond and submit electronically in case there are any errors or issues. If there are errors during the import process, check all identification numbers. Contact Surety 2000 for additional assistance.
    - 5) An original bid bond will not be required when the bid bond is submitted electronically through Surety 2000.
  - ii. To submit an original bid guaranty, in lieu of submitting an electronic bid bond through BidSync, Vendor must submit an original bid guaranty in a sealed envelope, with the solicitation number, solicitation title, date and the time of bid opening, and address listed on the envelope. A copy of the bid guaranty should also be uploaded into Bid Sync; this does not replace the requirement to have an original bid guaranty. Vendors must submit the original bid guaranty, by the solicitation due date and time, to:

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

# STANDARD INSTRUCTIONS FOR VENDORS

# (CONSTRUCTION PROJECTS)

The purpose of the following standard instructions are to properly guide Vendors in a preparing a solicitation response. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions.

The County provides digital versions of this solicitation for convenience. 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:

- 1.1. 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.
- 1.2. 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, a 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 a Vendor's statement is discovered to be false, Vendor is subject to debarment and the County may terminate any contract it has with a Vendor.
- 1.3. 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.
- 1.4. 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.
- 1.5. The Vendor agrees, if this bid is accepted, to contract with Broward County, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete Work within the time limits specified the covered by the Contract Documents for the Project.
- 2. Examination of Contract Documents and Site: It is the responsibility of each Vendor before submitting a solicitation response, to:
- 2.1. Examine the Contract Documents and all addenda thoroughly;
- 2.2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work;
- 2.3. Take into account federal, state and local laws, regulations, ordinances, and the Broward County Procurement Code that may affect costs, progress, performance, furnishing of the Work, or award;
- 2.4. Study and carefully correlate Vendor's observations with the Contract Documents;
- 2.5. Carefully review the Contract Documents and notify the COUNTY of all conflicts, errors or

discrepancies in the Contract Documents of which Vendor knows or reasonably should have known; and

- 2.6. The submission of a bid shall constitute an incontrovertible representation by Vendor that Vendor has complied with the above requirements and that without exception, the bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 3. Addenda: Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda will be 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. Vendor shall submit all questions in writing, through BidSync, by the date and time listed in the system.
- 4. **Submission of Bids**: 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.
- 5. **Bid Opening:** 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.
- 6. **Cone of Silence Ordinance**: In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, after the advertisement of a 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. The Cone of Silence Ordinance further provides that after the bid opening for this solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding this solicitation with the County County Administrator, and their representatives are substantially restricted from communicating regarding this solicitation with the County County County Administrator, and their representatives are substantially restricted from communicating regarding this solicitation with the County County County Administrator, and their representatives are substantially restricted from communicating regarding this solicitation with the County County
- 6.1. 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 upon bid opening for the solicitation.
- 6.2. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
- 6.3. Any violations of this ordinance by any member(s) of the responding firm or joint venture 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.
- 7. Acceptance or Rejection of Bids: The County reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one hundred and twenty (120) calendar days after bid opening date. A Vendor may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) calendar days from the bid opening date. A Vendor may withdraw its bid after the expiration of one

hundred and twenty (120) calendar days from the bid opening date by delivering written notice of withdrawal to the Purchasing Division prior to award of the Contract by the Board of County Commissioners or Director of Purchasing.

- 8. Waiver of Technicalities or Irregularities: The County reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids.
- 9. Determination of Award: Except where County exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by County to the responsible Vendor who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as County determines to be in its own best interests, and application of any preferences, as applicable.
- 10. Federal or State Grantor Agencies: If Project is funded by a Federal or State grantor agency, additional terms and conditions may be required by grantor agency. In the event of any discrepancy between the grantor agency's regulations and County's regulations, the more stringent regulations concerning the determination for award shall apply.
- 11. **Tie Bids**: If two or more Vendors are tied, the tie will be broken and the successful Vendor selected by criteria in accordance with the Broward County Procurement Code, Section 21.31.c.
- 12. Qualifications of Vendors: The County will only consider solicitation responses from firms normally engaged in performing the type of work specified within the Contract Documents. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. Refer to Special Instructions for Vendors for Additional Qualifications or Certification Requirements (if applicable). 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.
- 13. Occupational Health and Safety: 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.
- 14. Asbestos Containing Material in County Buildings: 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.
- 15. "Or Equal" Clause: Whenever a material, article or piece of equipment is identified in the Contract Documents including plans and specifications by reference to manufacturers' or vendors' names, trade

#### Broward County Board of County Commissioners

names, catalog numbers, or otherwise, County, through Consultant (if applicable), will have made its best efforts to name additional references. 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 Consultant, 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 Consultant.

- 16. **Protested Solicitation and Award**: Any protest over solicitation or award of this contract must be in accordance with the Broward County Procurement Code provisions relating to Pre-Litigation Resolution of Controversies. In accordance with Sections 21.118 and 21.119 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:
- 16.1. Any protest concerning the bid 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 bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.
- 16.2. Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the bid 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.
- 16.3. 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.
- 16.4. 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 bid 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 bid amount submitted by the protestor. If no contract bid 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:

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

The estimated contract amount shall be based upon the contract bid amount submitted by the protestor. If no contract bid 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 County Commissioners.

- 17. False Claims: In accordance with the County's False Claims Ordinance, Sections 1-276 1-287, Broward County Code of Ordinances, the successful Vendor must maintain, as a condition precedent to submitting a claim against the COUNTY, a final bid takeoff. The final bid takeoff shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the bid, in anticipation of the bid submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the county, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the County. "Bid Takeoff" means the final estimate, tabulation, or worksheet prepared by the contractor in anticipation of the bid submitted, and which shall reflect the final bid price. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION AND THE BROWARD COUNTY FALSE CLAIMS ORDINANCE.
- 18. **Battery Disposal**: The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
- 19. **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.
- 20. 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 corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.
- 21. Local Business Tax Receipt Requirements: All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Vendor should provide a copy of its Local Business Tax Receipt within three business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive. Local Business Tax Receipts will be required pursuant to Chapter 205.065, Florida Statutes. 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.
- 22. **Performance Evaluation**: At Final Completion, 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 also be submitted during construction 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. The evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

23. Procurement Code: The entire chapter of the Broward County Procurement Code can be obtained

### Broward County Board of County Commissioners

from the Purchasing Division's website at: www.broward.org/purchasing.

### 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.
  - 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: <a href="http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf">http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf</a>
  - 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 <a href="https://webapps4.broward.org/smallbusiness/sbdirectory.aspx">https://webapps4.broward.org/smallbusiness/sbdirectory.aspx</a>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <u>http://www.broward.org/EconDev/SmallBusiness/</u>
- F. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract.
  - 1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation,

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

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

### **Workforce Investment Program Requirements:**

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

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

broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.

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

### WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

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

In accordance with the Workforce Investment Program:

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

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

AUTHORIZED SIGNATURE/NAME

TITLE

DATE

Broward County Board of County Commissioners Bid PNC2117206C1

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

🗌 Yes 🔲 No

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

- a)
- b)
- c)
  - / \_\_\_\_\_
- d)
- 12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
  - a) \_\_\_\_\_\_b) \_\_\_\_\_
  - c)
  - d)
- 13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.
- 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.
- 15. Specify the type of services or commodities your firm offers:


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

this solicitation?

17.	Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?	🗌 Yes 🔲 No
18.	Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award.	☐ Yes
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

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Broward County Board of County Commissioners Bid PNC2117206C1

- 24. Would your firm accept a Visa credit card as payment from Broward County, with ☐ Yes ☐ No 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.
- 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 INo

%.

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 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.		<u> </u>			
20			-	<u> </u>	_

- 28. Has your firm completely inspected the project site(s) prior to submitting response?
- 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?

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Broward County Board of County Commissioners Bid PNC2117206C1

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

Reference 1:
Scope of Work:
Contract/Project Title:
Agency:
Contact Name/Title:
Contact Telephone:
Email:
Contract/Project Dates (Month and Year):
Contract Amount:
Reference 2:
Scope of Work:
Contract/Project Title:
Agency:
Contact Name/Title:
Contact Telephone:
Email:
Contract/Project Dates (Month and Year):
Contract Amount:
Reference 3:
Scope of Work:
Contract/Project Title:
Agency:
Contact Name/Title:
Contact Telephone:
Email:
Contract/Project Dates (Month and Year):
Contract Amount:

# 1. Litigation History

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

### LITIGATION HISTORY FORM

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

There are no material cases for this Vendor; or

☐ Material Case(s) are disclosed below:

Is this for a: (check type) Parent, Subsidiary, or Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor:
Party	Vendor is Plaintiff 🔲 Vendor is Defendant 🗍
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy 🔲 Civil 🔲 Criminal 🔲 Administrative/Regulatory 🗍
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case	Pending   Pending   Settled   Dismissed

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Broward County Board of County Commissioners

(Attach copy of any applicable Judgment, Settlement	Judgment Vendor's Favor 🏾 Judgment Against Vendor 🗖
Agreement and Satisfaction of Judgment.)	If Judgment Against, is Judgment Satisfied? Yes 🔲 No 🛄
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name:

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### 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).
  - $\square$  The Vendor employs less than five (5) employees.
  - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
  - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
  - The Vendor does not provide benefits to employees' spouses.
  - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
  - ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

AUTHORIZED SIGNATURE/ NAME

TITLE

DATE

### DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

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

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

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

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

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AU	THC	RIZED	SIGN	RE/	NA	ME

I TITLE

DATE

### SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

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

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

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

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4725 Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- 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.

I						
Authoriz	ed					
Signatur	·e/I	Na	m	e		

| Title

Vendor Name

Date

### SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

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

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

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

1.	Subcontracted Firm's Name:
-	Subcontracted Firm's Address:
	Subcontracted Firm's Telephone Number:
-	Contact Person's Name and Position:
	Contact Person's E-Mail Address:
	Estimated Subcontract/Supplies Contract Amount:
	Type of Work/Supplies Provided:
<b>2</b> .	Subcontracted Firm's Name:
-	Subcontracted Firm's Address:
	Subcontracted Firm's Telephone Number:
-	Contact Person's Name and Position:
	Contact Person's E-Mail Address:
	Estimated Subcontract/Supplies Contract Amount:
	Type of Work/Supplies Provided:

## Exhibit 3 Page 92 of 216

-

Bid PNC2117206C1

Broward County Board of	
County Commissioners	

3.	Subcontracted Firm's Name:
	Subcontracted Firm's Address:
	Subcontracted Firm's Telephone Number:
	Contact Person's Name and Position:
	Contact Person's E-Mail Address:
	Estimated Subcontract/Supplies Contract Amount:
	Type of Work/Supplies Provided:
4.	Subcontracted Firm's Name:
	Subcontracted Firm's Address:
	Subcontracted Firm's Telephone Number:
	Contact Person's Name and Position:
	Contact Person's E-Mail Address:
	Estimated Subcontract/Supplies Contract Amount:
	Type of Work/Supplies Provided:

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

.

Authorized Signature/Name	Title	Vendor Name	Date

### 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)

Description	Open-end Contrac Unit of Measure	t: Unit Price	Method
	2 		
Special Shoring, if applicable:	SQ. FT.		· · · · · · · · · · · · · · · · · · ·
]	Fixed Contract:		<b>.</b>
Description Unit of Mea	sure Quantity	Unit Price	Ext. Price Method
	· · · · · · · · · · · · · · · · · · ·		
Special Shoring, if applicable:	SQ. FT.	Unit Price	Method
· · · · · · · · · · · · · · · · · · ·			
		Total \$	
Authorized Signature/Name	Title	Vendor Name	Date

#### LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but 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.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.

It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:	
Lobbyist's Firm:	
Phone:	
E-mail:	
Name of Lobbyist:	
Lobbyist's Firm:	
Phone:	
E-mail:	
Authorized Signature/Name:	Date:
Title:	
Vendor Name:	

### 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 bidders, 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		_ocally-Headquartered Βι	ısiness
Address:			
☐ Vendor is not a Local Business	or Locally-Headquarte	red Business in Broward	County
AUTHORIZED SIGNATURE/ NAME	TITLE	COMPANY	DATE

.

General Decision Number: FL180150 06/01/2018 FL150

Superseded General Decision Number: FL20170150

State: Florida

Construction Type: Heavy

County: Broward County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	<b>06/01/2018</b>

\* ELEC0728-006 03/01/2018

	Rates	Fringes
ELECTRICIAN	\$ 31.50	11.82
ENGT0487-014 07/01/2013		

NGI0487-014 07/01/2013

Rates Fri	nges
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OPERATOR: Crane All Tower Cranes Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydraulic, Electric or Otherwise; Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes: Hvdraulic Cranes Over 25 Tons but not more than 50 Tons; Hydraulic/Friction Cranes; & All Types of Flying Cranes; Boom Truck.....\$ 29.05 Cranes with Boom Length

8.80

8/13/2018 Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, &	https:/ <b>Browardi0igov/jv/dol/ac</b> affles/davisbacon/fi150.dvb County Commissioners
Over 50 Tons (With Oiler);	
Boom Truck\$20 OPERATOR: Drill\$2	
OPERATOR: 0iler\$ 2	
IRON0272-005 10/01/2017	
Rat	tes Fringes
IRONWORKER, STRUCTURAL\$ 24	4.89 10.10
LAB01652-004 06/01/2013	
Rat	tes Fringes
LABORER: Grade Checker\$ 14	4.50 4.92
PAIN0365-007 07/01/2017	
Pat	tes Fringes
PAINTER: Brush, Roller and Spray\$ 20	
SUFL2009-146 06/24/2009	
Rat	tes Fringes
CARPENTER, Includes Form Work\$ 17	7.00 2.51
CEMENT MASON/CONCRETE FINISHER\$ 1	5.00 8.64
LABORER: Common or General\$	9.87 3.24
LABORER: Landscape\$	7.25 0.00
LABORER: Pipelayer\$ 14	1.00 2.42
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws	
Only)\$ 16	<b>2.20</b>
OPERATOR: Asphalt Paver\$ 11	0.00
OPERATOR: Backhoe Loader Combo\$16	5.10 2.44
OPERATOR: Backhoe/Excavator\$ 18	3.77 1.87
OPERATOR: Bulldozer\$ 14	1.95 0.81
OPERATOR: Grader/Blade\$16	5.00 2.84
OPERATOR: Loader\$ 14	1.00 2.42
OPERATOR: Mechanic\$ 14	0.00
OPERATOR: Roller\$ 10	0.95 0.00
OPERATOR: Scraper\$ 11	1.00 1.74

Exhibit 3 Page 99 of 216

Bid PNC2117206C1

8/13/2018 OPERATOR:	Trackhoe\$	•	:/Broward@gov/jv/dol/scaffles/davisbacon/fi150.dvb County Commissioners 5.50
OPERATOR:	Tractor\$	10.54	0.00
	ER, Includes Dump	9.60	0.00
TRUCK DRIV	ER: Lowboy Truck\$	12.73	0.00
	ER: Off the Road	12.21	1.97

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

#### 

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

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

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

#### Union Rate Identifiers

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

#### 8/13/2018

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

-----

#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the 8/13/2018

County Commissioners Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

Bid PNC2117206C1

Exhibit 3 Page 102 of 216 Bid PNC2117206C1

### Broward County Board of INSUBBANCE BERNIS

### Project: <u>Utility Analysis Zone 122 Project No.9254/100978</u> Division: <u>Water and Wastewater Engineering Division</u>

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM	<u>I LIABILITY LIMITS</u>	
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form	Ø	Ø	Bodily Injury		
<ul> <li>Commercial General Liability</li> <li>Premises-Operations</li> </ul>			Property Damage		
<ul> <li>☑ XCU Explosion/Collapse/Underground</li> <li>☑ Products/Completed Operations Hazard</li> <li>☑ Contractual Insurance</li> </ul>			Combined Bodily Injury and Property Damage	\$2,000,000	\$4,000,000
<ul> <li>Broad Form Property Damage</li> <li>Independent Contractors</li> </ul>			Personal Injury		
<ul> <li>Personal Injury</li> <li>Liquor Liability</li> </ul>			Products & Completed Operations		
Per Occurrence or Claims-Made:					
Per Occurrence 🗆 Claims-Made					
Gen'l Aggregate Limit Applies per:					
Project  Policy  Loc.  Other					Manuference in a sense internet
AUTO LIABILITY	☑	☑	Bodily Injury (each person)		
☑ Owned ☑ Hired			Bodily Injury (each accident)		
☑ Non-owned			Property Damage		
☑ Any Auto, If applicable Note: May be waived if no driving will be done in performance of services/project.			Combined Bodily Injury and Property Damage	\$1,000,000	
<ul> <li>EXCESS LIABILITY / UMBRELLA</li> <li>Per Occurrence or Claims-Made:</li> <li>Per Occurrence Claims-Made</li> <li>Note: May be used to supplement minimum liability coverage requirements.</li> </ul>	Ŋ	Ø			
WORKER'S COMPENSATION	N/A		Each Accident		
Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.				STATUTORY LIMITS	
Z EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
POLLUTION / ENVIRONMENTAL	Ø	Ø	If claims-made form:	\$2,000,000	
LIABILITY			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$50 k	
PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A	⊠	If claims-made form:		
All engineering, surveying and design professionals.			Extended Reporting Period of:	years	
			*Maximum Deductible:	\$10 k	
Installation floater is required if Builder's Risk or Property are not carried.			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
Note: Coverage must be "All Risk", Completed Value.					

<u>Description of Operations</u>: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from Certificate Holder. **\*Contractor is responsible for <u>all</u> Deductibles.** 

#### **CERTIFICATE HOLDER:**

Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301

Rounal

Risk Management Division

	Client	#: 17	790				MANO	CON1 Fage 103	01 2 1	0	
ACORD. CERTIFICATE OF LIA						SILITY INSURANCE				DATE (MM/DD/YYYY) 01/09/2019	
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 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).											
	DUCER				CONTAC NAME:	Ť					
1	RVOS GROUP, INC. 724 Farmbrook			· · · · · ·	PHONE (A/C, No, Ext): 248 355-4411 FAX (A/C, No): 248 355-2175					55-2175	
1	724 Farmbrook O. Box 2067			· .	É-MAIL ADDRESS:					1	
1	outhfield, MI 48037-2067		INSURER(S) AFFORDING COVERAGE					NAIC #			
I	URED					R A : Continental li	Insurance Company				
	MAN-CON, INC.				******		Insurance Compan				
1	3460 SW 11th Street			۳			Insurance Co. Hartf				
	Deerfield Beach, FL 33442	2			INSURE	RE:					
L					INSURE	RF:	·····				
-				NUMBER:		LOOUED TO		REVISION NUMBER:	DOLLO	VDEDIOD	
	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY REC CERTIFICATE MAY BE ISSUED OR MAY PE EXCLUSIONS AND CONDITIONS OF SUCH	QUIRI ERTA POL	EMEN	T, TERM OR CONDITION OF THE INSURANCE AFFORDED LIMITS SHOWN MAY HAVI	F ANY ( D BY TH (E BEEN	Contract of E Policies I Reduced F	r other doo described h by paid clai	CUMENT WITH RESPECT HEREIN IS SUBJECT TO A MS.	TO WH ALL THE	IICH THIS	
	TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)		LIMIT			
<b>A</b>	CLAIMS-MADE X OCCUR	X	X	2077256991		07/31/2018	07/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,00 \$100,	0,000	
								MED EXP (Any one person)	\$15,0		
	X X, C & U							PERSONAL & ADV INJURY		0,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		0,000	
ŀ	POLICY X PRO- JECT LOC		ŀ					PRODUCTS - COMP/OP AGG	\$2,00	0,000	
	OTHER:								\$		
D	AUTOMOBILE LIABILITY	Х	X	2095076554		07/31/2018	07/31/2019	COMBINED SINGLE LIMIT (Ea accident)	<sub>\$</sub> 1,00	0,000	
								BODILY INJURY (Per person)	\$		
	ALL OWNED AUTOS AUTOS NON-OWNED							BODILY INJURY (Per accident)	\$		
	X HIRED AUTOS X NON-OWNED AUTOS				1			PROPERTY DAMAGE (Per accident)	\$ \$		
A		X	x	2005076560		7/24/2049	07/24/2040			0.000	
1	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE	^	^	2095076568		1//31/2018	07/31/2019	EACH OCCURRENCE	\$5,00	0,000	
	DED X RETENTION \$10,000							AGGREGATE	\$3,00	0,000	
В	WORKERS COMPENSATION		X	2077257008		7/31/2018	07/31/2019	X PER OTH-	<b>↓</b>		
-	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			· · · · · · · · · · · · · · · · · · ·				E.L. EACH ACCIDENT	\$1,00	0,000	
	(Mandatory in NH)	N/A			1			E.L. DISEASE - EA EMPLOYEE			
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,00	0,000	
C	Installation			SML93021954	0	07/31/2018	07/31/2019	\$350,000 Limit			
	Floater Dethution tigh	v		000007500040		0/00/0040	40/00/0040	\$1,000 Deductible			
	Pollution Liab. SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	X	ACOPI	CSB607569218		and the second se		\$2,000,000			
	b description: Utility Analysis Zor					e attacheu il inc	ile apace la lequi	iicuj		ounall@broward.org =cpounall@broward.	
Br	oward County and its members, o	fficia	als, d	officers and employees	and t	he County'	s consultar	nts are () Punc			
	ditional insured per written contra								-05'		
pollution liability for work performed by the named insured. Coverage will be considered primary and non											
contributory. A waiver of subrogation in favor of the additional insureds is in place with respects to											
(5	ee Attached Descriptions)	_						·····			
CERTIFICATE HOLDER						CANCELLATION					
Broward County 115 S. 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 Michael G. Tennol					

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Exhibit 3

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Broward County Board of County Commissioners



ىنىغر بىلىيە

### CONTRACT

### BETWEEN

### BROWARD COUNTY

## AND MAN-CON INCORPORATED

### FOR

UTILITY ANALYSIS ZONE (UAZ) 122

BID/CONTRACT NO.: PNC2117206C1

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BCF #170 10/01/16

### 005200 CONTRACT

Man-Con Incorporated

This is a Construction Contract ("Contract"), by and between Broward County, a political subdivision of the State of Florida ("County"), and Man-Con Incorporated Contractor") (collectively referred to as the "Parties"), for the goods and services set forth herein.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

### ARTICLE 1 DEFINITIONS

For purposes of this Contract, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition. Whenever the following terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

1.1. <u>Bidder</u>: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.

**1.2.** <u>Board</u>: The Board of County Commissioners of Broward County, Florida, its successors and assigns.

**1.3.** <u>Change Order</u>: A written document ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.4. <u>Consultant</u>: Architect or engineer who has contracted with County or who is an employee of County and provides professional services for this Project.

**1.5.** <u>Contract Administrator</u>: The ranking managerial employee of the agency of County government which requested the Project, or some other employee expressly designated as Contract Administrator in writing by said ranking managerial employee.

1.6. <u>Contract Documents</u>: The official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes Articles 1 through 7 of this Contract, the Contract Supplement, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, 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), Change Order(s), Field Order(s), and any additional documents the submission of which is required by this Project.

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1.7. <u>Contract Price</u>: The original amount established in the bid submittal and award by the Board, as may be amended by Change Order.

1.8. <u>Contract Time</u>: The original time between commencement and completion, including any milestone dates thereof, established in Article 3 of this Contract, as may be amended by Change Order.

1.9. <u>Contractor</u>: The person, firm, or corporation with whom Broward County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.

1.10. <u>Field Order</u>: A written order which orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.

1.11. <u>Final Completion</u>: The date certified by Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

1.12. <u>Materials</u>: Materials incorporated in this Project or used or consumed in the performance of the Work.

1.13. <u>Notice(s) to Proceed</u>: Written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.14. <u>Plans</u> or <u>Drawings</u>: The official graphic representations of this Project that are a part of the Contract Documents.

1.15. <u>Project</u>: The construction project described in the Contract Documents, including the Work described therein.

1.16. <u>Project Initiation Date</u>: The date upon which the Contract Time commences.

1.17. <u>Subcontractor</u>: A person, firm or corporation having a direct contract with Contractor including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.18. <u>Substantial Completion</u>: That date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such

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that all conditions of permits and regulatory agencies have been satisfied and the County 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.

1.19. <u>Surety</u>: The surety company or individual which is bound by the performance bond and payment bond with and for Contractor who is primarily liable, and which surety company or individual is responsible for Contractor's satisfactory performance of the Work under this Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.20. <u>Work</u>: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

## ARTICLE 2 SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents and related thereto for the Project.

# ARTICLE 3 CONTRACT TIME

3.1. Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the County's Director of Purchasing and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to County of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all other Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.

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3.2. Time is of the essence throughout this Contract. Contractor must obtain Substantial Completion of the Work within 547 calendar days from the Project Initiation Date specified in the Second Notice to Proceed, and Final Completion within 60 calendar days from the date of Substantial Completion.

3.3. Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, plus approved time extensions, Contractor shall pay to County the sum of Three Thousand Six Hundred and Ten Dollars (\$3,610.00) for each calendar day after the deadline for Substantial Completion, plus any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 3.2, plus approved time extensions thereof, Contractor shall pay to County the sum of One Thousand One Hundred and Sixty Dollars (\$1,160.00) for each calendar day after the deadline for Final Completion, plus any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to County for its inability to obtain full beneficial occupancy of the Project. 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 County as a consequence of such delay, and both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

3.4. County is authorized to deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as County may, in its sole discretion, deem just and reasonable.

3.5. Contractor shall be responsible for reimbursing County, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. Consultant construction administration costs shall be pursuant to the contract between County and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by County as costs are incurred by Consultant and agreed to by County.

### ARTICLE 4 CONTRACT SUM

- 4.1. This is a Unit Price Contract:\*
  - 4.1.1. County shall pay to Contractor the amounts determined for the total number of each of the units of work completed at the unit price stated in the schedule of prices bid. The number of units contained in this schedule is an estimate only, and

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final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents.

4.1.2. Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a definite Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

# 4.2. This is a Lump Sum Contract:\*

- 4.2.1. County shall pay to Contractor for the performance of the Work described in the Contract Documents, the total price stated as awarded.
- 4.2.2. Payment shall be at the lump sum price stated in this Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a definite Contract lump sum should be included in the lump sum price to which the item is most applicable.

\*<u>Note</u>: Only the subsections corresponding to any checked box in this Article 4 will apply to this Contract. Some Projects include both unit prices and lump sums, in which case all subsections shall apply as appropriate depending upon the type of Work being performed by Contractor and approved by County.

# ARTICLE 5 PROGRESS PAYMENTS

5.1. Contractor may make Application for Payment for Work completed during the Project at intervals of not more than once a month. Contractor shall, where the Project involves Broward County Business Enterprise ("CBE") subcontractors, make Application for Payment for Work completed by such subcontractors during the Project at monthly intervals. Contractor's application shall show a complete breakdown of the Project components, the quantities completed, and the amount due, together with such supporting evidence as may be required by Consultant or Contract Administrator. Contractor shall submit with each Application for Payment an updated progress schedule acceptable to Consultant as required by the Contract Documents, a Certification of Payments to Subcontractors Form (007500-9), a statement indicating the cumulative amount of CBE participation to date, and a release of claims relative to the Work which was the subject of previous applications or consent of surety relative to the Work which is the subject of the Application. The Certification of Payments to Subcontractor for Subcontractor for subcontractor for some shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form), explaining the good cause why payment has not been made. When applicable, an

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Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (007500-8). Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

**CRAVEN THOMPSON & ASSOCIATES** 

Attention: Matthew J. Cigale, P.E.

3563 N.W. 53rd Street,

Fort Lauderdale, FL 33309

All such applications for payment (hereinafter "Invoices") shall be stamped as received on the date on which it is delivered above. Payments of Invoices shall be subject to approval as specified hereinbefore and if approved, shall be due 25 business days after the date on which the Invoice is stamped received. At the end of the 25 business days, the Contractor may send the Contract Administrator an overdue notice. If the Invoice is not rejected within 4 business days after delivery of the overdue notice, the Invoice shall be deemed accepted, except for any portion of the Invoice that is fraudulent or misleading. If the Invoice does not meet the requirements of this Contract, the County shall reject the invoice within 20 business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to make the Invoice proper. If the Contractor submits a request that corrects the deficiency, the corrected Invoice must be paid or rejected within ten business days after the corrected Invoice is stamped as received. If the dispute between County and the Contractor cannot be resolved as set forth above, and the dispute directly relates to the promptness of payment, the dispute shall be resolved in accordance the Prompt Payment Ordinance (Section 1-51.6 of the Broward County Code of Ordinances). For all other disputes related to payment, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

5.2. Ten percent (10%) of all monies earned by Contractor shall be retained by County until Final Completion and acceptance by County in accordance with Article 6 hereof, except that after fifty percent (50%) of the Work has been completed, the Contract Administrator shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter, and after ninety percent (90%) of the Work has been completed, the Contract Administrator may reduce the retainage to two and one-half percent (2-1/2%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant, and Contractor shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of County.

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5.3. County may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

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- 5.3.1 Defective work not remedied.
- 5.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or County because of Contractor's performance.
- 5.3.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- 5.3.4 Damage to another contractor not remedied.
- 5.3.5 Liquidated damages and costs incurred by Consultant for extended construction administration.
- 5.3.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Contract Administrator, any withheld payment shall be made to the extent otherwise due.

## ARTICLE 6 ACCEPTANCE AND FINAL PAYMENT

6.1. Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Consultant shall conduct an inspection within ten (10) calendar days. If Consultant and Contract Administrator find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (007600-2) shall be issued by Consultant, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.

6.2. Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice. Final payment package is to include the certification document titled "Final List of Non-Certified Subcontractors and Suppliers" Form (007600-4), which must be signed and notarized by Contractor. A list of all noncertified subvendors used must be attached to this certified document.

6.3. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, County shall, upon certificate of Consultant, and without terminating this Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

6.4. Final payment shall be made only after the County's Director of Purchasing or Board of County Commissioners, as applicable, has reviewed a written evaluation of the performance of

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Contractor prepared by the Contract Administrator, and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

## ARTICLE 7 MISCELLANEOUS

7.1. <u>Contract Documents and Priority of Provisions</u>. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. All of the documents incorporated in the Contract Documents shall govern this Project. Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of any article in the Contract Documents, the provisions contained in the Contract Supplement, the Contract, the Supplemental General Conditions, or the General Conditions shall prevail (in that order) and be given effect.

7.2. <u>Public Entity Crimes</u>. Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Contract will not violate that Act. In addition to the foregoing, Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list. Notwithstanding any provision in this Contract to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Contract and recover all sums paid to Contractor under this Contract.

7.3. <u>Independent Contractor</u>. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of the County. This Contract shall not constitute or make the Parties a partnership or joint venture.

7.4. <u>Third Party Beneficiaries</u>. Neither Contractor nor County intends to directly or substantially benefit a third party by this Contract. Therefore, the Parties agree that there are no third party beneficiaries to this Contract (other than Consultant to the extent this Contract expressly states any such rights or remedies).

7.5. <u>Notices</u>. All notices to be given hereunder shall be in writing, and may be given by United States Mail, postage prepaid, return receipt requested, by commercial express carrier with acknowledgment of delivery, or by hand delivery, addressed to the party to be notified at the last place specified with a simultaneous copy sent via electronic mail. The place for giving notice shall

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Broward County Board of County Commissioners Bid PNC2117206C1

remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

For County: Gregory Balicki, P.E., Director Broward County Water and Wastewater Engineering Division 2555 West Copans Road Pompano Beach, Florida 33069

For Contractor: Anthony J. Mancini, Project Manager 3460 S.W. 11th Street Deerfield Beach, Florida 33442

7.6. <u>Assignment and Performance</u>. Neither this Contract nor any interest herein or proceeds hereof shall be assigned, transferred, or encumbered without the written consent of the other party, and Contractor shall not subcontract any portion of the Work required by this Contract except as authorized by Article 28 of the General Conditions.

Contractor represents that each person and entity that will provide services under this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Contractor agrees that all services under this Contract shall be performed in a skillful and respectable manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.7. <u>Materiality and Waiver of Breach</u>. Each requirement, duty, and obligation set forth in this Contract was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

7.8. <u>No Waiver</u>. County's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.9. <u>Severability</u>. In the event any part of this Contract is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Contract and the balance of this Contract shall remain in full force and effect.

7.10. <u>Law, Jurisdiction, Venue, Waiver of Jury Trial</u>. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of

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Broward County Board of County Commissioners

the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, CONTRACTOR 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 A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.

7.11. <u>Amendments</u>. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Contractor and the Board or another person to whom appropriate authority has been delegated or who is otherwise authorized to execute same.

7.12. <u>Prior Agreements</u>. The Contract is the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement or understanding concerning the subject matter of this Contract that is not contained in this Contract or the Contract Documents.

7.13. <u>Truth-In-Negotiation Representation</u>. Contractor's compensation under this Contract is based upon representations supplied to County by Contractor, and Contractor certifies that the wage rates, factual unit costs, and other factual information supplied to substantiate Contractor's compensation are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

7.14. <u>Workforce Investment Program</u>. This Contract constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Contract (whether those vacancies are with Contractor or its subcontractors) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Contract. Until at least one year after the

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conclusion of this Contract, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Contract. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Contract.

# (The remainder of this page is intentionally left blank.)

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Broward County Board of County Commissioners

IN WITNESS WHEREOF, the Parties have made and executed this Contract: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the  $5^{++}$  day of March, 20/9, and CONTRACTOR, signing by and through its Mice-President, duly authorized to execute same.

# <u>COUNTY</u>

ATTEST:

OCT 1st

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

Insurance requirements approved by Broward County

Βv Signature

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BROWARD COUNTY, by and through its Board of County Commissioners

Mayor

11 day of March 2019

Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641

Βv

Keoki M. Baron

Assistant County Attorney

Michael J Kerr Deputy County Attorney

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(Date)

Broward County Board of County Commissioners Exhibit 3 Page 120 of 216 Bid PNC2117206C1

# CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE

[If incorporated sign below.]

**Contractor** 

ATTEST:

Secretarv

112

(Print/Type Name)

(Corporate Seal)

[If not incorporated sign below.]

Contractor

WITNESSES:

(Signature)

(Print/Type Name)

(Signature)

(Business Name)

By\_\_\_\_

(Signature)

(Type/Print Name and Title)

\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_.

• .

 $\frac{MAN-Con JnC}{(Name of Corporation)}$ 

(Type/Type Name and Title)

21 day of Pecember 2018.

By Anthan V Mancin - Vice President

(Print/Type Name)

COUNTY REQUIRES FOUR (4) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.

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# 005400 CONTRACT SUPPLEMENT

The following deviations are incorporated herein and made a part of this Contract, revising the respective article and section as noted below.

Not applicable.

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#### 007200 GENERAL CONDITIONS

#### ARTICLE 1 CONTRACT DOCUMENTS

1.1 The Contract Documents shall be followed in strict accordance as to Work, performance, material, and dimensions except when Consultant may authorize, in writing, an exception.

1.2 Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be resolved by Consultant. Contractor shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from Consultant.

1.3 Contractor shall be furnished ten (10) copies, free of charge, of this Contract; two (2) of which shall be preserved and always kept accessible to Consultant and Consultant's authorized representatives. Additional copies of this Contract may be obtained from County at the cost of reproduction.

#### ARTICLE 2 INTENTION OF COUNTY

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

#### ARTICLE 3 PRELIMINARY MATTERS

3.1. At least five (5) calendar days prior to the pre-construction meeting described in Section 3.2, Contractor shall submit to Consultant for Consultant's review and acceptance:

3.1.1. A progress schedule in the indicated form:

Bar Chart

Modified CPM

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СРМ

Computerized CPM

(CPM shall be interpreted to be generally as outlined in the Association of General Contractors (AGC) publication, "The Use of CPM in Construction.")

The progress schedule shall indicate the start and completion dates of the various stages of the Work and shall show an activity network for the planning and execution of the Work. Included with the progress schedule shall be a narrative description of the progress schedule. The progress schedule must be updated monthly by Contractor, submitted as part of each Application for Payment and shall be acceptable to Consultant.

- 3.1.2. A preliminary schedule of Shop Drawing submissions; and
- 3.1.3. In a lump sum contract or in a contract which includes lump sum bid items of Work, a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by Contractor at the time of submission.
- Such prices shall be broken down to show labor, equipment, materials, and overhead and profit.
- 3.1.4. After award but prior to the submission of the progress schedule, Consultant, Contract Administrator and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation, provided, however, neither Consultant nor County shall be responsible for the nonperformance by the utility owners.

3.2. At a time specified by Consultant but before Contractor starts the Work at the Project site, a conference attended by Contractor, Consultant and others as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Section 3.1, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the Parties as to the Work.

3.3. Within thirty-five (35) days from the Project Initiation Date set forth in the Notice to Proceed, a conference attended by Contractor, Consultant and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the Notice to Proceed, the Contractor shall revise

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the original schedule submittal to address all review comments from the CPM review conference and resubmit for Consultant review. The finalized progress schedule will be accepted by Consultant only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by County or Consultant of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on Consultant or County responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing the submissions. The finalized schedule of values pursuant to subsection 3.1.3 above must be acceptable to Consultant as to form and substance.

# ARTICLE 4 PERFORMANCE BOND AND PAYMENT BOND

4.1. Within fifteen (15) calendar days of being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (Form 007500-1) and Payment Bond (Form 007500-2). Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to County the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Article 5.

4.2. Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond shall be conditioned that Contractor will, upon notification by County, correct any defective or faulty work or materials which appear within one (1) year after Final Completion of this Contract.

4.3. Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.

4.4. In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit (Form 007500-5). Such alternate forms of security shall be subject to the approval of County and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by County for one (1) year after completion and acceptance of the Work.

# ARTICLE 5 QUALIFICATION OF SURETY

5.1. Bid Bonds, Performance Bonds, and Payment Bonds over Five Hundred Thousand Dollars (\$500,000.00):

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5.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

5.1.2. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. Section 223.10, Section 223.11). Further, the surety company shall provide County with evidence satisfactory to County that such excess risk has been protected in an acceptable manner.

5.1.3. The surety company shall have at least the following minimum ratings. A surety company that is rejected by County may be substituted by the Bidder or proposer with a surety company acceptable to the County, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

Amount of Bond	Policy Holder's Ratings	Financial Size Category
500,001 to 1,000,000	A,A-	Class I
1,000,001 to 2,000,000	<b>A</b> ,A-	Class II
2,000,001 to 5,000,000	Α	Class III
5,000,001 to 10,000,000	Α	Class IV
10,000,001 to 25,000,000	Α	Class V
25,000,001 to 50,000,000	Α	Class VI
50,000,001 or more	Α	Class VII

5.2. For projects which do not exceed Five Hundred Thousand Dollars (\$500,000.00), County may accept a Bid Bond, Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit (Form 007500-4) so certifying should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.

5.3. More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this article shall apply.

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# ARTICLE 6 INDEMNIFICATION

Contractor 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 intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Contractor 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. These indemnifications shall survive the term of this Contract.

## ARTICLE 7 INSURANCE REQUIREMENTS

7.1 The specific insurance coverage requirements for this project are identified in the Minimum Insurance Requirements section which is a part of the Contract Documents. For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

7.2 Contractor shall maintain, at its sole expense and at all times during the term of this Contract (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in the Contract Documents (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Contractor.

7.3 Insurers providing the insurance required by this Contract must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in the Minimum Insurance Requirements, the applicable policies shall comply with the following:

7.3.1 <u>Commercial General Liability Insurance</u>. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria

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Terrorism Silica, asbestos or lead Sexual molestation Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Contract.

County and Consultant shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

Contractor shall maintain products/completed operations coverage for at least three (3) years after the final completion of the Work, unless a longer period is identified in the Minimum Insurance Requirements. In that case, the term specified in the Insurance Requirements shall supersede.

7.3.2 <u>Business Automobile Liability Insurance</u>. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Contract. County and Consultant shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

7.3.3 <u>Workers' Compensation/Employer's Liability Insurance</u>. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

In the event that Contractor provides all or a portion of the Workers' Compensation/Employer's Liability insurance required herein via a professional employer organization ("PEO") or employee leasing company, any such Workers' Compensation/Employer's Liability insurance provided will only be deemed acceptable solely for the purposes of insuring Contractor's enrolled employees. In addition, and notwithstanding the foregoing, in order to adequately protect the County against injuries to uninsured employees of Subcontractors and non-enrolled employees of Contractor,

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Contractor must still procure, maintain, and furnish the County with evidence of a standalone separate Workers' Compensation/Employer's Liability insurance policy issued with Contractor as the named insured, and complying with all requirements for Contractor provided Workers' Compensation contained in the Contract. It is permissible for Contractor to exclude payroll of leased employees from such separate Workers' Compensation/Employer's Liability insurance policy.

7.3.4 <u>Professional Liability Insurance</u>. Such insurance shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Contract. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in the Minimum Insurance Requirements.

7.3.5 <u>Environmental Pollution Liability.</u> Such insurance shall include clean-up costs and provide coverage to Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage arising from pollution conditions. Such insurance shall also include Transportation Coverage and Non-Owned Disposal Sites coverage. Should policy provide coverage on a claims-made basis, the coverage shall be in force and effect to respond to all claims reported within at least three years following the period for which coverage is required, unless a longer period is indicated in the Minimum Insurance Requirements, and which would have been covered had the coverage been provided on an occurrence basis.

County and Consultant shall be included as "Additional Insureds" on the policy. Contractor shall be responsible for all deductibles in the event of a claim.

7.3.6 <u>Property Insurance, Builder's Risk, or Installation Floater.</u> Such insurance shall be in force and evidenced to County as a condition precedent to the Notice to Proceed for construction. Coverage shall be "All Risks," Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000) each claim for all perils except wind and flood. For the perils of wind and flood, Contractor shall maintain a deductible that is commercially feasible which does not exceed five (5%) of the "values at risk at the time of loss" unless otherwise approved by County's Risk Management Division.

Sublimits: With respect to coverage for the peril of wind, the policy shall not be subject to any sublimit which is less than Fifty Million Dollars (\$50,000,000) per occurrence. With respect to the peril of Flood, the policy shall not be subject to any sublimit which is less than Ten Million Dollars (\$10,000,000) per occurrence. Any sublimit for wind or flood lower than those identified in the foregoing must be approved by the County's Risk Management Division.

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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 of the building(s), addition(s) or structure(s) by County.

The Builder's Risk policy shall reflect County as an "Additional Insured" and as a loss payee.

The Builder's Risk policy(ies) shall be endorsed to waive the insurer's rights of subrogation against County.

County reserves the right to provide property insurance covering the materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site (this coverage will be specifically to cover property under construction or similar coverage), in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one (1) of the insured parties. This coverage will not cover any of the contractors' or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractors.

If County elects to purchase property insurance or provide for coverage under its existing insurance for this Project, then in that case, the insurance required to be carried by the Contractor may be modified to account for the insurance being provided by County. Such modification may also include execution of Waiver of Subrogation documentation.

In the event that a claim occurs for this Project and is made upon County's insurance policy, Contractor shall be responsible for up to the first Fifty Thousand Dollars (\$50,000) of the deductible amount for such claim.

7.4 Within fifteen (15) days after the full execution of this Contract or notification of award, whichever is earlier, Contractor shall provide to County satisfactory evidence of the insurance required in this Contract with the exception of property, builder's risk or installation floater coverage. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of Insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

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7.5 Coverage is not to cease and is to remain in force until County determines all performance required of Contractor is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

7.6 Contractor shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

7.7 Contractor shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Contract. Contractor may redact provisions of the policies that are not relevant to the insurance required by this Contract.

7.8 County and Contractor, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

7.9 If Contractor uses a Subcontractor, Contractor shall require each Subcontractor to endorse County and Consultant as "Additional Insureds" on the Subcontractor's Commercial General Liability policy.

# ARTICLE 8 LABOR AND MATERIALS

8.1. Unless otherwise provided herein, Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

8.2. Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

# ARTICLE 9 ROYALTIES AND PATENTS

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

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#### ARTICLE 10 WEATHER

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions.

#### ARTICLE 11 PERMITS, LICENSES, AND IMPACT FEES

11.1. Except as otherwise provided within the Special Instructions for Vendors, 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. 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.

11.2. Impact fees levied by any municipality shall be paid by Contractor. Contractor shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to Contractor in no event shall include profit or overhead of Contractor.

#### ARTICLE 12 RESOLUTION OF DISPUTES

12.1. 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 this Contract and fulfillment of this Contract 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, this Contract and Consultant's decisions of all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 12.2. 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. Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of this Contract, all nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any

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potential damages including utilization of construction schedule changes and alternate means of construction.

12.2. In the event the determination of a dispute under this article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract 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, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.

## ARTICLE 13 INSPECTION OF WORK

13.1. Consultant and County shall at all times have access to the Work, and Contractor shall provide proper facilities for such access and for inspecting, measuring and testing.

13.1.1. Should this Contract, Consultant's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Contractor shall give Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than County, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of Consultant, it must, if required by Consultant, be uncovered for examination and properly restored at Contractor's expense.

13.1.2. Reexamination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with this Contract, County shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with this Contract, Contractor shall pay such cost.

13.2. Inspectors shall have no authority to permit deviations from, nor to relax any of the provisions of, this Contract, or to delay the Project by failure to inspect the materials and work with reasonable promptness, without the written permission or instruction of Consultant.

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13.3. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.

## ARTICLE 14 SUPERINTENDENCE AND SUPERVISION

14.1. The orders of County are to be given through Consultant, which instructions are to be strictly and promptly followed in every case. Contractor shall keep on the Project during its progress, a full-time, competent, English-speaking superintendent and any necessary assistants, all satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor and all directions given to the superintendent shall be as binding as if given to Contractor and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall give efficient supervision to the Work, using its best skill and attention.

14.2. Daily, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of County, Consultant, regulatory representatives; any event that caused or contributed a delay to the critical path of the Project, any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by County and Consultant.

14.3. The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks or as determined by the Contract Administrator, during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

14.4. If Contractor, in the course of prosecuting the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Consultant, in writing, and Consultant will promptly review the same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk.

14.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

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## ARTICLE 15 COUNTY'S RIGHT TO TERMINATE CONTRACT

15.1. If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if Contractor shall fail to perform any material term set forth in this Contract, or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes, the Contract Administrator may give notice in writing to Contractor and its Surety of such delay, neglect, or default, specifying the same with a notice to cure. If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then County's awarding authority for this Contract may, upon written certificate from Consultant of the fact of such delay, neglect, or default and Contractor's failure to comply with such notice, terminate the services of Contractor, exclude Contractor from the Project site and take the prosecution of the Work out of the hands of Contractor, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. In addition County may enter into an agreement for the completion of the Project according to the terms and provisions of this Contract, or use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project according to the terms and provisions of this Contract, or use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by County, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by County shall exceed the unpaid balance, then Contractor shall be liable and shall pay to County the amount of said excess.

15.2. If, after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of County and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 15.3 below.

15.3. This Contract may be terminated for convenience in writing by County upon ten (10) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all Work executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for

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Work and services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by Contractor. No payment shall be made for profit for Work and services which have not been performed.

15.4. Upon receipt of Notice of Termination pursuant to Sections 15.1, 15.3, or 15.5, Contractor shall promptly discontinue all affected Work unless the Notice of Termination directs otherwise and deliver or otherwise make available to County all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by this Contract whether completed or in process.

15.5. This Contract may also be terminated by the Board:

15.5.1. Upon the disqualification of Contractor as a CBE firm by County's Director of the Office of Economic and Small Business Development ("OESBD") if Contractor's status as CBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor;

15.5.2. Upon the disqualification of Contractor by County's Director of the OESBD due to fraud, misrepresentation, or material misstatement by Contractor in the course of obtaining this Contract or attempting to meet the CBE contractual obligations;

15.5.3. Upon the disqualification of one or more of Contractor's CBE participants by County's Director of the OESBD if any such participant's status as a CBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor or such participant;

15.5.4. Upon the disqualification of one or more of Contractor's CBE participants by County's Director of the OESBD if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement;

15.5.5. If Contractor is determined by County's Director of the OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.

### ARTICLE 16 SUSPENSION OF WORK

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the County. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Contractor and County may otherwise agree in writing. Suspension of Work by Contractor during any dispute or disagreement with County shall entitle County to terminate this Contract for cause.

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## ARTICLE 17 PROJECT RECORDS AND RIGHT TO AUDIT

17.1 <u>Audit Rights and Retention of Records</u>. Contractor shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Contract or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this article may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Contract and for a period of three years after the expiration or termination, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Contractor's employees, Subcontractors, vendors, or other labor.

17.2 County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. County reserves the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor agrees to provide adequate and appropriate work space. Contractor shall provide County with reasonable access to the Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Contract. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Contract, whether by Contractor or Subconsultants, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with Contract
- b) Compliance with County's code of ethics
- c) Compliance with Contract provisions regarding the pricing of Change Orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by the Contractor including subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to the County, in order to facilitate efficient use of County resources when reviewing or auditing the Contractor's billings

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Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History To Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

17.3 Contractor shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this article.

17.4 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment reliant upon such entry.

17.5 If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to County of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Contractor in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of any such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Contractor.

# ARTICLE 18 RIGHTS OF VARIOUS INTERESTS

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

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#### ARTICLE 19 EXPLOSIVES

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

#### ARTICLE 20 DIFFERING SITE CONDITIONS

In the event that during the course of the Work Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown on this Contract and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator and Consultant in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Article 12. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of substantial completion.

#### ARTICLE 21 PLANS AND WORKING DRAWINGS

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

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## ARTICLE 22 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

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

### ARTICLE 23 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

23.1. Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by County, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 30.

23.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged, or destroyed prior to final acceptance by County, Contractor shall replace same without cost to County, except as provided in Article 30.

#### ARTICLE 24 WARRANTY

Contractor warrants to County that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with this Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 26 herein.

#### ARTICLE 25 SUPPLEMENTARY DRAWINGS

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

25.2. The supplementary drawings shall be binding upon Contractor with the same force as this Contract. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

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## ARTICLE 26 DEFECTIVE WORK

26.1. Consultant shall have the authority to reject or disapprove Work which Consultant finds to be defective. If required by Consultant, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

26.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by Consultant, County shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by County in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor, or may be charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, County may declare Contractor in default.

26.3. If, within one (1) year after Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by this Contract, or by any specific provision of this Contract, any of the Work is found to be defective or not in accordance with this Contract, Contractor, after receipt of written notice from County, shall promptly correct such defective or nonconforming Work within the time specified by County without cost to County, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under this Contract, including, but not limited to, Article 24 hereof and any claim regarding latent defects.

26.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate County to final acceptance.

### ARTICLE 27 TAXES

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

### ARTICLE 28 SUBCONTRACTS

28.1. Each Subcontractor must possess certificates of competency and licenses required by law. Contractor shall have a continuing obligation to notify the Contract Administrator and Consultant of any change in Subcontractors.

28.2. Contractor shall not employ any subcontractor against whom County or Consultant may have a reasonable objection. Contractor shall not be required to employ any subcontractor against whom Contractor has a reasonable objection.

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28.3. Contractor shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any contractual relationship between any Subcontractor and County or any obligation on the part of County to pay or to see the payment of any monies due any Subcontractor. County or Consultant may furnish to any Subcontractor evidence of amounts paid to Contractor on account of specific work performed.

28.4. Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of this Contract for the benefit of County.

28.5.  $\square$  Contractor shall perform the Work with its own organization, amounting to not less than <u>50</u> percent of the Contract Price.

# ARTICLE 29 SEPARATE CONTRACTS

29.1. County reserves the right to let other contracts in connection with this Project. Contractor shall afford other persons reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this Work with theirs.

29.2. If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor shall inspect and promptly report to Consultant any defects in such Work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other Contractor's Work after the execution of Contractor's Work.

29.3. Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor shall be liable to the affected contractor for the cost of such interference or impact.

29.4. To insure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall at once report to Consultant any discrepancy between the executed Work and the requirements of this Contract.

# ARTICLE 30 USE OF COMPLETED PORTIONS

**30.1.** County shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with this Contract. If such possession

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and use increases the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by Consultant and approved by County.

**30.2.** In the event County takes possession of any completed or partially completed portions of the Project, the following shall occur:

30.2.1. County shall give notice to Contractor in writing at least thirty (30) calendar days prior to County's intended occupancy of a designated area.

30.2.2. Contractor shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion (Form 007600-1) from Consultant.

30.2.3 Upon Consultant's issuance of a Certificate of Substantial Completion, County will assume full responsibility for maintenance, utilities, subsequent damages of County and public, adjustment of insurance coverages and start of warranty for the occupied area.

30.2.4 Contractor shall complete all items noted on the Certificate of Substantial Completion within the time specified by Consultant on the Certificate of Substantial Completion, as soon as possible and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Consultant shall issue a Final Certificate of Payment relative to the occupied area.

30.2.5. If County finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by County and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

# ARTICLE 31 LANDS OF WORK

31.1. County shall provide, as may be indicated in this Contract, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated by County for the use of Contractor.

31.2. Contractor shall provide, at Contractor's own expense and without liability to County, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor shall furnish to County copies of written permission obtained by Contractor from the owners of such land.

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## ARTICLE 32 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.

# ARTICLE 33 LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

33.1. Utility lines in the Project area have been shown on the plans. However, County does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be Contractor's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to Contractor because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof.

33.2. Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

33.3. Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to Contractor for any loss of time or delay.

33.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. County reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of Contractor. All such repairs made by Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

### ARTICLE 34 VALUE ENGINEERING

Contractor may request substitution of materials, articles, pieces of equipment, or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated

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without Consultant's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. However, any substitution accepted by Consultant shall not result in any increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant's fees and charges related to Consultant's review of the request for substitution, whether or not the request for substitution is accepted by Consultant. Any substitution submitted by Contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including Consultant review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and County and shall be processed as a deductive Change Order. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute approved after award of this Contract.

# ARTICLE 35 PAYMENT BY COUNTY FOR TESTS

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

# ARTICLE 36 CHANGE IN THE WORK OR TERMS OF CONTRACT

36.1. Without invalidating this Contract and without notice to any surety, County reserves and shall have the right from time to time to make such increases, decreases, or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

36.2. Any changes to the terms of this Contract must be contained in a written document, executed by the Parties hereto, with the same formality and of equal dignity prior to the initiation of any Work reflecting such change. This section shall not prohibit the issuance of Change Orders executed only by County as hereinafter provided.

# ARTICLE 37 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

37.1. The Contract Administrator, through Consultant, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of this Contract and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.

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37.2. Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning this Contract or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

# ARTICLE 38 CHANGE ORDERS

38.1. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Broward County Procurement Code, as amended from time to time.

38.2. Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the County. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth within the document.

38.3. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, County reserves the right at its sole option to either terminate this Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to Consultant as set forth in Article 12 hereof. During the pendency of the dispute, and upon receipt of a Change Order approved by County, Contractor shall promptly proceed with the change in the Work involved and advise the Consultant and Contract Administrator in writing within seven (7) calendar days of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

38.4. On approval of any Contract change increasing the Contract Price, Contractor shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.

38.5. Under circumstances determined necessary by County, Change Orders may be issued unilaterally by County.

# ARTICLE 39 VALUE OF CHANGE ORDER WORK

**39.1.** The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

39.1.1. Where the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 39.7.

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39.1.2. By mutual acceptance of a lump sum which Contractor and County acknowledge contains a component for overhead and profit.

39.1.3. On the basis of the "cost of work," determined as provided in Sections 39.2 and 39.3, plus a Contractor's fee for overhead and profit which is determined as provided in Section 39.4.

39.2. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by County, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Section 39.3.

39.2.1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by County and Contractor. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by County.

39.2.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless County deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to County. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to County and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by County with the advice of Consultant and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

39.2.3. Payments made by Contractor to Subcontractors for work performed by Subcontractors. If required by County, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to County who will then determine, with the advice of Consultant, which bids will be accepted. If the

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Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

39.2.4. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order only if pre-approved in writing by the Contract Administrator.

39.2.5. Supplemental costs including the following:

39.2.5.1. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work.

39.2.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remains the property of Contractor.

39.2.5.3. Sales, use, or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.

39.2.5.4. Deposits lost for causes other than Contractor's negligence; royalty payments and fees for permits and licenses.

**39.2.5.5.** The cost of utilities, fuel and sanitary facilities at the site.

39.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

39.2.5.7. Cost of premiums for additional bonds and insurance required because of changes in the Work.

39.3. The term "cost of the work" shall not include any of the following:

39.3.1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office for general

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administration of the Work and not specifically included in the agreed-upon schedule of job classifications referred to in subsection 39.2.1, all of which are to be considered administrative costs covered by Contractor's fee.

**39.3.2.** Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

39.3.3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

39.3.4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.

39.3.5. Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

39.3.6. Other overhead or general expense costs of any kind.

39.4. Contractor's fee allowed to Contractor for overhead and profit shall be determined as follows:

39.4.1. A mutually acceptable fixed fee, or if none can be agreed upon; or

39.4.2. A fee based on the following percentages of the various portions of the cost of the work:

39.4.2.1. For costs incurred under subsections 39.2.1 and 39.2.2, Contractor's fee shall not exceed ten percent (10%).

39.4.2.2. For costs incurred under subsection 39.2.3, Contractor's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

39.4.2.3. No fee shall be payable on the basis of costs itemized under subsections 39.2.4 and 39.2.5 (except subsection 39.2.5.3) and Section 39.3.

39.5. The amount of credit to be allowed by Contractor to County for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be

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figured on the basis of the net increase, if any, however, Contractor shall not be entitled to claim lost profits for any Work not performed.

39.6. Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

39.7. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

39.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.

39.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.

39.8.2. Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.

39.9. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

# ARTICLE 40 NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

40.1. Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by Contractor of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Administrator and Consultant (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant within five (5) calendar days from the date of impasse in accordance with Article 12 hereof. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR

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# CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

40.2. The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made therefor as provided in Section 40.1. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by County, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

# ARTICLE 41 NO DAMAGES FOR DELAY

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

# ARTICLE 42 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

42.1. <u>Excusable Delay</u>. Delay which extends the completion of the Work and which is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 40 hereof. Failure of Contractor to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable.

42.1.1. <u>Compensable Excusable Delay</u>. Excusable Delay is compensable when (i) the delay extends the Contract Time, (ii) is caused by circumstances beyond the control of the Contractor or its subcontractors, suppliers or vendors, and (iii) is caused solely by fraud, bad faith or active interference on the part of County or its agents. In no event shall Contractor be compensated for interim delays which do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

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County and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be \$<u>395.00</u> per day for each calendar day this Contract is delayed due to a Compensable Excusable Excusable Excusable belay.

42.1.2. <u>Non-Compensable Excusable Delay</u>. When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers and vendors; (ii) is caused by circumstances beyond the control of the County or Consultant, or (ii) is caused jointly or concurrently by Contractor or its Subcontractors, suppliers or vendors and by the County or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

# ARTICLE 43 SUBSTANTIAL COMPLETION

When Contractor considers that the Work, or a portion thereof designated by County pursuant to Article 30 hereof, has reached Substantial Completion, Contractor shall so notify the Contract Administrator and Consultant in writing. Consultant and the Contract Administrator shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion (Form 007600-1). The Contract Administrator shall affix its determination to the Certificate of Substantial Completion which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of County and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. The Consultant and the Contract Administrator shall develop and Contractor shall review the list of all Work yet to be completed by Contractor to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to Contractor within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five days. The failure to include any items of corrective Work on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with this Contract. Warranties required by this Contract shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.

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# ARTICLE 44 NO INTEREST

44.1 County shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Contract. This section shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

44.2 If the preceding section is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Contract, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

# ARTICLE 45 SHOP DRAWINGS

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

45.2. Within thirty (30) calendar days after the Project Initiation Date specified in the Notice to Proceed, Contractor shall submit to Consultant a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Consultant shall in no way relieve Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with this Contract. This procedure is required in order to expedite final approval of Shop Drawings.

45.3. After the approval of the list of items required in Section 45.2 above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. Contractor shall include all shop drawings and other submittals in its certification.

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

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

45.6. Consultant shall review and approve Shop Drawings within twenty-one (21) calendar days from the date received, unless said Drawings are rejected by Consultant for material reasons. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of

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the work, nor for the furnishing of materials or Work required by this Contract and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Drawings have been approved by Consultant. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

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

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

45.9. Contractor shall submit the number of copies required by Consultant. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

45.10. Contractor shall keep one set of Shop Drawings marked with Consultant's approval at the job site at all times.

# ARTICLE 46 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

46.1. The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.

46.2. Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the Contract Administrator.

46.3. Prior to, and as a condition precedent to Final Payment, Contractor shall submit to County Contractor's record drawings or as-built drawings acceptable to Consultant.

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# ARTICLE 47 SAFETY AND PROTECTION

47.1. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

47.1.1. All employees on the work site and other persons who may be affected thereby;

47.1.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

47.1.3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

47.2. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in subsections 47.1.2 and 47.1.3 above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Consultant has issued a notice to County and Contractor that the Work is acceptable except as otherwise provided in Article 30 hereof.

47.3. Contractor shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to County.

# ARTICLE 48 FINAL BILL OF MATERIALS

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

# ARTICLE 49 PROJECT SIGN

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

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# ARTICLE 50 CLEANING UP; COUNTY'S RIGHT TO CLEAN UP

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

# ARTICLE 51 HURRICANE PRECAUTIONS

51.1. During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, the Contractor, at no cost to the County, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the County or Consultant has given notice of same.

51.2. Compliance with any specific hurricane watch or warning precautions will not constitute additional work.

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

# ARTICLE 52 REMOVAL OF EQUIPMENT

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

# ARTICLE 53 DOMESTIC PARTNERSHIP REQUIREMENT

Contractor certifies and represents that it will comply with the County's Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances) during the entire term of this Contract. The failure of the Contractor to comply shall be a material breach of this Contract, entitling the County to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due the Contractor until the Contractor complies; (2) termination of this Contract; and (3) suspension or debarment of the Contractor from doing business with the County.

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# ARTICLE 54 EEO AND CBE COMPLIANCE

54.1. 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. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors or suppliers, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure by Contractor to comply with the foregoing requirements is a material breach of this Contract, which shall permit County to terminate this Contract or to exercise any other remedy provided under this Contract, or under applicable law, with all such remedies being cumulative.

54.2. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

54.3. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). County hereby materially relies on such representation in entering into this Contract. An untrue representation of the foregoing shall entitle County to terminate this Contract and recover from Contractor all monies paid by County pursuant to this Contract, and may result in debarment from County's competitive procurement activities.

54.4. Contractor shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinance (the "Act") in the award and administration of this Contract.

54.5. Contractor acknowledges that the Board, acting by and through the OESBD, may make minor administrative modifications to the CBE Program which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify County if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

County may add or increase the required participation of CBE firms under this Contract in connection with any amendment, extension, modification, or Change Order to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, or Change Orders increases the initial Contract price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension,

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modification, or Change Order and shall report such efforts, along with evidence thereof, to the OESBD.

54.6. Contractor agrees to meet the following CBE participation goal by utilizing the CBE firms for the Work and the percentage of Work amounts as follows:

CBE requirement: 30 percent / (30.73% CBE participation

Contractor stipulates that each CBE firm utilized on the Project to meet the participation goal must be certified by the OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that the OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including for cause, Contractor shall provide written notice to the OESBD and shall substitute another CBE firm in order to meet the level of CBE participation required herein, unless otherwise provided herein or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from County changing the Scope of Work hereunder and there is no available CBE firm to perform the new Scope of Work, in which event Contractor. Contractor may not terminate for convenience a CBE firm without the County's prior written consent, which consent shall not be unreasonably withheld.

54.7. In performing services for this Project, the Parties hereby incorporate Contractor's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter Of Intent Between Bidder/Offeror and CBE Subcontractor/Supplier into this Contract. Upon execution of this Contract by County, Contractor shall enter into a formal contract with the CBE firms Contractor selected to fulfill the CBE participation goal for this Contract and agrees to provide copies of its contracts with such firms to the Contract Administrator and the OESBD.

54.8. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with its CBE obligations in accordance with Article 5, "Progress Payments," of this Contract. Contractor shall allow County to engage in on-site reviews to monitor Contractor's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the OESBD, unless otherwise determined by the County Administrator. County shall have access, without limitation, to Contractor's books and records, including payroll records, tax returns and records, and books of account, including payroll records, tax returns and records, and books of account, on three (3) business days' notice.

54.9. In the event of Contractor's noncompliance with its CBE participation goal (including, without limitation, the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to exercise any remedies that may be available as between the CBE firm and Contractor.

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54.10. Nonpayment of a CBE subcontractor or supplier as required by this Contract shall be a material breach of this Contract and the County's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Contractor demonstrates timely payments of sums due to such subcontractor or supplier. The presence of a "pay when paid" provision in Contractor's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment. The foregoing remedies shall not be employed when Contractor demonstrates that failure to pay results from a bona fide dispute with its CBE subcontractor or supplier.

54.11. If Contractor fails to comply with the requirements of this Contract, or the requirements of the Act, County shall have the right to exercise any administrative remedies provided by the Act or any other right or remedy provided in the Administrative Procedures of the OESBD, this Contract, or under applicable law, with all such rights and remedies being cumulative.

# ARTICLE 55 PUBLIC RECORDS

55.1. <u>Public Records</u>. To the extent Contactor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contactor shall:

55.1.1. Keep and maintain public records required by County to perform the services under this Contract;

55.1.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

55.1.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Contract and following completion or termination of this Contract if the records are not transferred to County; and

55.1.4. Upon completion or termination of this Contract, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Contactor transfers the records to County, Contactor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contactor keeps and maintains public records, Contactor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

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The failure of Contactor to comply with the provisions of this article shall constitute a material breach of this Contract entitling County to exercise any remedy provided in this Contract or under applicable law.

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

Any material submitted to County that Contactor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Contactor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Contactor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contactor. Contactor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 831-3284, mmoscardini@broward.org, 2555 West Copan Road, Pompano Beach, FL 33069

(The remainder of this page is intentionally left blank.)

# 007300 SUPPLEMENTAL GENERAL CONDITIONS

The following deviations to the General Conditions are incorporated herein and made a part of this Contract, revising the respective article and section as noted below

Not applicable.

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## 007343 SUPPLEMENTAL WAGE REQUIREMENTS

1. <u>Prevailing Wage Rate Ordinance</u> - This Project is not federally funded. If this Contract is in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00), the following sections shall apply.

1.1. 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 a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision is attached hereto).

1.2. All mechanics, laborers, and apprentices, employed or working directly upon the site of the Work shall be paid in accordance with the above referenced wage rates. Contractor shall post notice of these provisions at the site of the Work in a prominent place where it can be easily seen by the workers.

1.3. If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the Contract Administrator shall submit the question, together with its recommendation, to the County Administrator for final determination.

1.4. In the event it is found by the Contract Administrator that any laborer or mechanic or apprentice employed by Contractor, or any subcontractor directly on the site of the Work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the Contract Administrator may (1) by written notice to Contractor terminate its right to proceed with the Work or such part of Work for which there has been a failure to pay said required wages; and (2) prosecute the Work or portion thereof to completion by contract or otherwise. Whereupon, Contractor and its sureties shall be liable to County for any excess costs occasioned to County thereby.

1.5. Sections 1.1 through 1.4 above shall apply to this Contract to the extent that it is (1) a prime contract subject to the ordinance; or (2) a subcontract also subject to the ordinance under such prime Contract.

1.6. Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

1.7. Contractor shall submit, with each requisition for payment, a signed and sworn "Statement of Compliance" (007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

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1.8. The Contract Administrator may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the work, the full amount of wages required by this Contract.

1.9. If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by this Contract, the Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

# 2. <u>Federal Grant Projects</u>:

2.1. By virtue of the fact that the funding of this Project will be delivered in full or in part from the United States government through \_\_\_\_\_\_ [Federal Agency]\_\_\_\_\_ and referred to as \_\_\_\_\_\_ No. \_\_\_\_\_, Federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in Federal Register or C.F.R.

2.2. Clauses, terms, or conditions required by federal grantor agency are hereby attached and made a part of this Contract.

# Exhibit 3 Page 163 of 216

SHEET NO.

C-1

# COUNTY COMMISSION:

NAN H. RICH	DISTRICT 1 COMMISSIONER
MARK D. BOGEN	DISTRICT 2 COMMISSIONER / VICE MAYOR
MICHAEL UDINE	DISTRICT 3 COMMISSIONER
CHIP LAMARCA	DISTRICT 4 COMMISSIONER
STEVE GELLER	DISTRICT 5 COMMISSIONER
BEAM FURR	DISTRICT 6 COMMISSIONER / MAYOR
TIM RYAN	DISTRICT 7 COMMISSIONER
BARBARA SHARIEF	DISTRICT 8 COMMISSIONER
DALE V.C. HOLNESS	DISTRICT 9 COMMISSIONER

SUB CONSULTANTS PHOTOGRAMMETRY PICKETT & ASSOCIATES SERVICES AYLWARD ENGINEERING TEST HOLE LOCATIONS & SURVEYING UTILITY LOCATION INFRAMAP CORP. SERVICES

HILLERS ELECTRICAL ENGINEERING, INC.

LIFT STATION ELECTRICAL PLANS

	PERMIT I	NDEX	
PERMIŤ	SUBMITTAL DATE	RESUBMITTAL DATE	APPLICATION PERMIT NUMBER
DEPARTMENT OF HEALTH WATER MAIN PERMIT	2/6/2018	3/31/2018	14270
BROWARD COUNTY EPD SANITARY SEWER PERMIT	2/15/2018	3/31/2018	WW-62490
BROWARD COUNTY TRAFFIC PERMIT	3/31/2018	N/A	
CITY OF LAUDERDALE LAKES	3/31/2018	N/A	20181771
FDOT UTILITY PERMIT	3/31/2018	N/A	2018-H-491-163

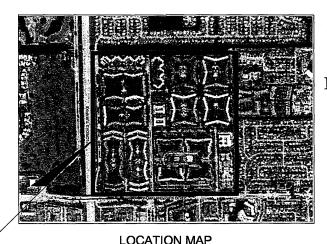
PROJECT LOCATION

CRAVEN • THOMPSON AND ASSOCIATES, INC. ENGINEERS · PLANNERS · SURVEYORS 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400

FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. CD00114

MATERIAL DRIVE HEREON IS THE PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART MITHOUT PERMISSION OF CRAVEN THOMPSON & ASSOCIATES, INC.

# UTILITY ANALYSIS ZONE (UAZ) 122 WATER AND SEWER IMPROVEMENTS **BID SET BROWARD COUNTY BROWARD COUNTY, FLORIDA**



SHEET INDEX No. SHEET DESCRIPTION REV 1 C-1 COVER SHEET C-2 SUMMARY OF QUANTITIES 2 2 3-4 C-3 THRU C-4 GENERAL NOTES & SPECIFICATIONS KEY SHEET 5 C-5 6-7 HC-1 THRU HC-2 HORIZONTAL CONTROL PLAN ECD-1 THRU ECD-15 8-22 EXISTING CONDITIONS AND DEMOLITION PLAN WATER AND SANITARY SEWER PLAN 23-37 WS-1 THRU WS-15 38-39 WS-16 THRU WS-17 WATER AND FORCE MAIN AERIAL CROSSING PLAN 40-48 WS-18 THRU WS-25 SANITARY SEWER PROFILES County 49-51 WSD-1 THRU WSD-3 GENERAL DETAILS 52-53 WSD-4 THRU WSD-5 WATER SYSTEM DETAILS 54-56 WSD-6 THRU WSD-8 SEWER SYSTEM DETAILS 57 LS-DEMO-1 LIFT STATION 50B-3 DEMOLITION PLAN 58 LS-DEMO-2 LIFT STATION 50B-1 DEMOLITION PLAN County Board of Commissioners 59 LS-1 LIFT STATION SITE PLAN LIFT STATION PLAN AND ELEVATION 60 LS-2 61-62 LSD-1 THRU LSD-2 LIFT STATION DETAILS 63 I SN-1 PUMP STATION NOTES 64 E-1 LIFT STATION 50 B1 ELECTRICAL GENERAL NOTES 65 LIFT STATION 50 B1 ELECTRICAL LEGEND AND E-2 SYMBOLS 66 E-3 LIFT STATION 50 B1 ELECTRICAL SITE PLAN LIFT STATION 50 B1 ELECTRICAL INSTALLATION 67 E-4 SITE PLAN 68 E-5 LIFT STATION 50 B1 ELECTRICAL RISER DIAGRAM 69 E-6 LIFT STATION 50 B1 ELECTRICAL SCHEMATIC 70-73 E7-10 LIFT STATION 50 B1 ELECTRICAL DETAILS LIFT STATION 50 B1 INSTRUMENTATION LEGEND 74 1-1 AND SYMBOLS 75 LIFT STATION 50 B1 INSTRUMENTATION P&ID 1-2 76-90 RESTO-1 THRU RESTO-15 RESTORATION PLAN 91-92 RESTO-16 THRU RESTO-17 PAVING AND GRADING CROSS SECTIONS 93-98 PMS-1 THRU PMS-6 PAVEMENT MARKING AND SIGNING PLAN 99-10 PMSDT-1 THRU PMSDT-3 PAVEMENT MARKING AND SIGNING DETAILS 102-116 TD-1 THRU TD-15 TREE DISPOSITION AND LANDSCAPE PLAN TREE DISPOSITION AND LANDSCAPE NOTES AND 117-118 TD-16 THRU TD-17 DETAILS.

PREPARED FOR

SECTION 24, TOWNSHIP 49 SOUTH, RANGE 41 EAST

BROWARD COUNTY WATER AND WASTE WATER SERVICES BCWWS PROJECT NUMBER: 100978

REV.#	SHEET No.	DESCRIPTION	DATE
1	WS-6	REVISE PER EPD	5/7/2018
2	C-2	ADDENDUM 1	10/1/2018

Bid

VERTICAL INFORMATION HEREON IS RELATIVE TO HE NORTH AMERICAN VERTICAL DATUM (NAVD88 CTA PROJECT NUMBER: 15-0038-122-075

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Sunshine 811.com

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id item	SUMMARY OF QUANTITIES Description	Qty.	Unit
	MISCELLANEOUS	ally.	0.111
1	Performance and Payment Guaranty and Insurance	1	LS
2	Mobilization Maintenance of Traffic		LS
4	Excavation in Rock as described in Section 2300 of the Contract Documents	4.835	LS
	(this bid dem may vary by more than 20%)		
5	WATER Furnish & Install 4" Ductile Iron Pipe (D.I.P.) Water Main	43	LF
6	Furnish & Install 6" Ductrie Iron Pipe (D.I.P.) Water Main	4,568	- UF
7	Furnish & Install 8" Ducble Iron Pipe (D.I.P.) Water Main	10,463	LF
8	Fumish & Install 10" Ductile Iron Pipe (D.I.P.) Water Main	5,223	LF
10	Furnish & Install 12' Ductile Iron Pipe (D.I.P.) Water Main Furnish & Install 16' Ductile Iron Pipe (D.I.P.) Water Main	216	UF IF
11	Furnish & Install Arrial Cossing: 127 Flanged Ductle Iron Pipe (D.I.P.) Water Main, 12" Flanged Ductile Iron Pipe (D.I.P.) Force Main, Supports, Piles, and	1	LS
	Main, 12" Flanged Ductile Iron Pipe (D.I.P.) Force Main, Supports, Piles, and Test pile		
12	Furnish & Install Ductile Iron Fittings	30	TON
13	Furnish & Initial Fire Hydrant Assembly W/ Swing Check Assembly Remove & Salvage Existing Fire Hydrant Assembly	52 49	EA EA
14	Furnish & (nstall 6" Gate Valve w/ Box, Extension and all Appurtenances	49	EA
18	Furnish & Install 8" Gate Valve w/ Box, Extension and all Appurtenances	24	EA
17	Furnish & Install 10" Gale Valve w/ Box, Extension and all Appurtenances	18	EA
18	Fumish & Install 12" Gate Valve w/ Box, Extension and all Appurtenances Fumish & Install 16" Gate Valve w/ Box, Extension and all Appurtenances	20 4	EA EA
20	Furnish & Install 6" Insortion Valve		EA
21	Furnish & Install 8" Insortion Valve	1	EA
22 23	Furnish & Install 10" Insertion Valve Furnish & Install 12" Insertion Valve	4	EA EA
23	Furnish & Install 12" Insertion Valve	2	EA
25	Cut Existing 6" Water Main and Connect Proposed Water Main	3	EA
26	Cut Existing 10" Water Main and Connect Proposed Water Main	2	EA
27	Cut Existing 12" Water Main and Connect Proposed Water Main Cut Existing 16" Water Main and Connect Proposed Water Main	2	EA
29	Restrain Existing 6' Water Main Pipe	63	LF
30	Restrain Existing 10" Water Main Pipe	42	UF
31	Restrain Existing 12" Water Main Pipe	42	UF
32	Restrain Existing 16" Water Main Pipe Abandon, Cap & Grout Fill Existing 4" Water Main	32	LF
34	Abandon, Cap & Grout Fill Existing 8' Water Main Abandon, Cap & Grout Fill Existing 8' Water Main	8,472	LF
35	Abandon, Cap & Grout Fill Existing 8' Water Main	10,479	LF
38	Abandon, Cap & Grout Fill Existing 10" Water Main	4,698	LF
37 38	Abandon, Cap & Grout Fill Existing 12" Water Main Abandon, Cap & Grout Fill Existing 16" Water Main	3.896	LF
39	Remove & Discose Existing Water Main. (this hid dam may yary by more than	2,530	
40	20%)	1,100	LF
	Remove & Dispose Existing Asbestos Cement Water Main (this bid item may vary by more than 20%)		
41	Furnish & Install New 5/8"-1" Water Meter Box & Relocate Existing Water Meter to New Meter Box	2	EA
42	Furnah & Install New 2" Water Meter Box & Relocate Existing Water Meter to	102	EA
47	New Meter Box Furnish & Install New 2" Irrigation Meter Box & Relocate Existing Irrigation	-	FA
	Meter to New Meter Box		
44	Furnish & Install New 1" RPZ Bacidlow Preventer	2	EA
45	Furnish & Install New 2" RPZ Backflow Preventer (this bid item may vary by more than 20%)	102	EA
48	Furnish & Install New Z Irrigation PVB Backflow Preventer	4	ÉA
47	Furnish & Install New 1" Single Water Service (Long or Short) Furnish & Install New 2" Single Water Service (Short-20" or less of service	2	EA
	piping)		
49	Furnish & Install New 2" Single Water Service (Long-more than 20" of service piping)	60	EA
50	Furnish & Install New 2"-3" Water Service Beyond Meter Including Fittings &	4,340	LF
61	Reconnect to Existing Service Furnish & Install Sample Point	71	FA
-	SANITARY SEWER		
52	Furnish & Install & Polyvinyl Chloride (P.V.C.) (SDR-26) Sanitary Sewer	5,884	LF
53	Gravity Main Piping (0-6')	3.918	16
	Furnish & Install 8" Polyvinyl Chloride (P.V.C.) (SDR-28) Sanitary Sewer Gravity Main Piping (6"-5")		
54	Furnish & Install 8" Polyvinyl Chloride (P.V.C.) (SDR-26) Sanitary Sewer	3,484	LF
55	Gravity Main Piping (8-10') Furnish & Install 8" Polyvinyl Chloride (P.V.C.) (SDR-26) Sanitary Sewer	1,688	LF
	Furnish & Install & Polyvinyl Chloride (P.V.C.) (SDR-26) Sanitary Sever Gravity Main Piping (10'-12')		
56	Furnish & Install & Polyvinyl Chloride (P.V.C.) (C-800) Sanitary Sewar Gravity Main Piping (12-14)	492	ĹF
57	Furnish & Install 10" Polyvind Chloride (P.V.C.) (C-900) Sanitary Sever Gravity	696	LF
58	Main Piping (12-14) Furnish & Install 12" Polyvinyl Chloride (P.V.C.) (C-900) Sanitary Sever Gravity	655	LF
	Main Prping (12-14)		-
59	Furnish & Install 10" Polyvinyl Chloride (P.V.C.) (C-900) Sanitary Sewer Gravity Main Piping (14'-16')	166	LF
60	Furnish & Install 12' Polyotovi Chlorida (P.V.C.) (C-000) Santtary Sever Gravity	351	LF
61	Main Piping (14-18) Furniah & Install 14' Polyvinyl Chloride (P.V.C.) (C-805) Sanitary Sewer Gravity	78	UF
	Main Piping (14'-16')		
62	Furnish & Install Pro-Cast Sandary Sewer Mainténance Access Structure (M.A.S) (0-6')	33	EA
63	Furnish & Install Pro-Cast Sanitary Sewer Maintonance Access Structure	17	EA
64	(M.A.S) (6-6) Furnish & Install Pre-Cast Sanitary Sewer Maintenance Access Structure	14	EA
	(M.A.S) (8-10')		
65	Furnish & Install Pre-Cast Sanitary Sewer Maintenance Access Structure	5	FA

	Furnish & Install Pre-Cast Sanitary Sewer Maintenance Access Structure		EA
87	(M.A.S) (12-14) Furnish & Install Pre-Cast Sanitary Sever Maintanance Access Structure	4	EA
68	(M.A.S) (14'-16') Furnish & Install Pre-Cast Sanitary Sever Maintenance Access Structure	4	EA
AQ	[M.A.S] External Drop Connection (8-10')	2	FA
70	Furnish & Install Pre-Cast Sanifary Sever Maintanance Access Structure (M.A.S) External Drop Connection (10-12) Furnish & Install Pre-Cast Sanifary Sever Maintenance Access Structure		EA
70	(M.A.S) External Dro-Connection (12-14) Furnish & Install Pre-Cast Sanitary Sewer Maintenance Access Structure		FA
72	(M.A.S) External Drop Connection (14'-16')		
	Furnish & Install 6" Polyvinyl Chloride (P.V.C.) (SDR-28) Sanitary Sever Lateral Piping & Reconnect to Existing Lateral	2,040	١F
73	Furnish & Install 8' Polyvinyl Chloride (P.V.C.) (SDR-28) Sandary Sever Lateral Piping & Reconnect to Existing Lateral	842	Ŀ
74	Furnish & Install 6" Sanitary Sewer Cleanout w Box and Collar Furnish & Install 8" Sanitary Sewer Cleanout w Box and Collar	82 30	EA EA
78	Furnish & Install Cured In-Place Pipe (CIPP) Lining- 8" Sanitary Sewer Gravity	739	LF LF
$\overline{n}$	Furnish & Install Cured In-Place Pipe (CIPP) Lining- 8" Santary Sewer Gravity Maan and 6" Laterals (Up to 10" deep, 9 mm thick) Rehabilitate Existing Santary Sewer Maintenance Access Structure (M.A.S.)	3	EA
78	Remove & Dispose Existing Sanitary Sewer Maintenance Access Structure (M.A.S.)	59	ËA
79	Remove & Dispose Existing Sanitary Sewer Gravity Main (8'-12') Vitrified Clay Pipe (V.C.P)	11,293	UF
80	Remove & Dispose Existing Sanitary Sever Lateral (6"-8")	4,002	LF LF
82	Abandon & Grout Fill Existing Sanitary Sewer Lateral Pipe (5"-3") Abandon & Grout Fill Existing Sanitary Sewer Main Pipe (5"-12")	1,327	LF
83	Abandon & Grout Fill Existing Sanitary Sewer Maintenance Access Structure	32	EA
	(M.A.S.) Fumish & Install 12" Ductile Iron Pipe (D.I.P.) Force Main	1.911	LF
85	Furnish & Install Ductile Into Efficer Force Main Efficer Transform Couplings	1,411	TON
	and Kamiock fittings at Force Main cleanouts Furnish & Install 8' Plug Valve w/ Box, Extension and all Appurtenances		
86 87	Furnish & Install 8' Plug Valve w/ Box, Extension and all Appurtenances	1	EA
88	Furnish & Install 12" Plug Valve w/ Box, Extension and all Appurtenances Furnish & Install S' Insertion Valve	6	EA
89	Cut Existing 8" Force Main and Connect Proposed Force Main	- 1	EA
90	Restrain Existing 8" Force Main	28	LF
91	Furnish & Install Air Vacuum/Air Release Valve within M.A.S. w all Appurtenances	4	EA
92	Abandon, Cap & Grout Fill Existing 8" Force Main	4,753	LF
93 94	Furnish & Install Sanitary Sever L.R. Station	1	EA
94 95	Furnish Emergency Generator Abandon Existing Sanitary Sewer Lift Station #50 B1		EA
96	Abandon Existing Sanitary Sever Lift Station #50 83		EA
97	By-Pass Pumping	1	LS
	ROADWAY		
96	Remove & Dispose Existing Pavement Cross Section	29,995	SY
99 100	Fumish & Place 1" Type SP-9.5 Asphalt (1st L/R) Fumish & Place 1" Type SP-9.5 Asphalt (Final L/R)	29,995	SY SY
101	Furnish & Place 1" Type SP-9.5 Asphalt (Final Lift) Furnish & Place 6" Limerock Base (LBR 100)	32,995	ST SY
102	Furnish & Place 12' Stabilized Subgrade (LBR 40)	35,994	SY
103	Furnish & Place Pavement Restoration	15,078	SY
104	Furnish & Place Pavement Restoration for Water and Sanitary Server Service Installation on Private Property	583	SY
105	Furnish & Place Pavement Restoration w/in FDOT Rights-of-Way (Oakland Park Bivd)	1,946	SY
106	Mill 1" Existing Roadway Asphall (this bid item may vary by more than 20%)	45,900	SY
107	Mill 1 5/8" Existing Roadway Asphalt win FDOT Rights-of-Way (Oakland Park	5,731	SY
108	Blvd) Fumish and Place 1" Type SP-0.5 Asphalt (1") (this bid item may vary by more	45,900	SY
109	Furnish and Place 1 5/6" Type FC-12.5 Asphalt with FDOT Rights-of-Way (Oakland Park BNd)	5,731	SY
1 10	Remove & Replace Type 'F' Curb & Gutter (this bid item may vary by more than	316	UF
111	20%) Remove & Replace Type 'D' Curb (this bid item may vary by more than 20%)	2.568	LF
112	Remove & Replace Concrete Sidewalk/Access Driveway (Min. 6" Thick)	653	SY
113	Remove & Replace Sod	13,269	SY
114	Remove & Replace Sod for Water & Santary Sewer Service Installation on Private Property	3,181	SY
115	Furnish & Install Truncated Domes per FDOT Index 304	275	SF
	DRAINAGE	550	LF
110	promove a Dispose Editing 12 -15" G.M.P. and Install New 12"-15" High	550	L LF
116	Performance Polypropylene Storm Gray Drainage Pipe (this bid item may vary by more than 20%)		
116	Remove & Dapose Existing 12-15 C.M.P. and Inatia New 12-15 High Performance Polypopylete Slow Gray Datage Fipe (this bid fam may vary yr mot bina 256 Existing 18 C.M.P. and Initial New 18 High Performance Animos & Dapose Existing 18 C.M.P. and Initial New 19 High Performance Animos & Dapose Existing 18 C.M.P. and Initial New 19 High Performance anyth (stress and card polarized polarized bid fam may vary by mote ban 20%)	275	- UF
	Nervove a Dispose Extend for Commentee and install new to regime commandee Polypropries Storm Gray D'alinage Pipe (this bit laws may vary by more than 20%) Remove a Dispose Existing 24° C.M.P. and Install New 24° High Performance Polypropries Storm Gray Drainage Pipe (this bid item may vary by more than 20%)	275	LF LF
117 118 119	Powerska buddet buddet buddet in Cuth- and indiant rew to reprint extension (2004) (2004) Remove & Dispose Existing 24" C.M.P. and Install New 24" High Performance Remove & Dispose Existing 24" C.M.P. and Install New 24" High Performance (2004) (2		-
117 118 119 120	Polycopie Joychin Cherry Daulag Polycopie Habitation in registreometaria (7%). Remove & Dapose Existing 247 CMP, and Install New 267 High Performance Polycopies Scale Carly David Polycopie Scale Scale New 267 High Performance Polycopies Scale Carly David Polycopie Cherry Scale New 267 High Performance Polycopies Scale Scale Scale (1996). The Scale New 267 High Performance Polycopies Scale Scale (1997) Carlos Performance Polycopies Scale (1997) Carlos Performance P	110 110 110	ع ع ل
117 118 119 120 121	Polycopyleva Sam Carry Danage Pps (this but dam may vary by more bia (2%). Anerove 6 Dapose Existing X/C M.P. and Intal New X/ High Performance (1%). Anerove 6 Dapose Existing X/C M.P. and Intal New X/ High Performance (1%). Anerove 6 Dapose Existing X/C M.P. and Intal New Y/ High Performance (1%). And Compare Existing X/C M.P. and Intal New Y/ High Performance (1%). And Compare Existing X/C M.P. and Intal New Y/ High Performance (1%). And Compare Existing X/C M.P. and Intal New Y/ High Performance (1%). And Compare Existing X/C M.P. and Intal New Y/ High Performance (1%). And Compare Existing X/C M.P. and Intal New Y/ High Performance (1%). And Compare Existing X/C M.P. and Intal New Y/ High Performance (1%). And New Y/ High Performance (1%).	110	ۍ ع
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117 118 119 120 121	photoproperson Storm Gray Danages Puse (that but can may vary two more bas (2%). Remove 6 Expects Existing 247 CLM P. and Instal New 247 High Performance Remove 6 Expects Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM P. and Instal New 247 High Performance Remove 8 Dapase Existing 247 CLM Performance 7 High Performance (High Method Performance 7 High Performance 7	110 110 110 112	UF UF UF EA
117 118 119 120 121 122	Polycopychycloso Stom Gray Danaga Pole (tha bul fam may vary by more than (2%). Remove & Danaga Pole (tha bul fam may vary by more than Danaga Polycopyches Stom Gray Danaga Pole (tha bul fam may vary by more than 2%). Remove & Danaga Existing 20° CM P. and Initial New 20° High Performance Remove & Danaga Existing 20° CM P. and Initial New 20° High Performance Polycopyches Stom Gray Danaga Pole (tha bul fam may vary by more than 2%). Polycopyches Stom Gray Danaga Pole (tha bul fam may vary by more than 2%). Furnah I nerv (than 20° CM P. and Initial New 20° High Performance Polycopyches Stom Gray Danaga Pole (tha bul fam may vary by more than 2%). Furnah I nerv (than 20° CM P. Solution Chanaga Structure (the bul Furnah I nerv (than 20° CM P. Solution Chanaga Structure (the bul Remove A Danaga Ethics Storm Diataga Stockure (the bul tem may vary by more than 20%).	110 110 110 110 12 9	LF LF EA EA

26	Furnish and Install Bursera Simal/uba/Gumbo Limbo (2' caliper, 12'HT, 6' spread	2	EA			
27	Furnish and Install Coccoloba Diversifolia/Pigeon Plum (10' HT, 2' DBH, 6' spread	1	EA			
28	Furnish and Install Quercus Virginiana/Southern Live Oak (3" caliper, 14" HT, 6" spread)	4	EA			
29	Furnish and Install Sabal Palmetto/Cabbage Palm (12" DBH, 15" OA HT, 6"-8 spread)	6	EA			
	PAVEMENT MARKING & SIGNAGE					
130	Furnish and Install 8" Solid Traffic Skipe, Thermoplastic, White and Yellow (includes Skips and Double Yellow)	14,622	U			
131	Furnish and Install 12' Solid Traffic Stripe, Thermoplastic, White (Cross Walk)	241	LF			
132	Furnish and Install 18" Solid Traffic Stripe, Thermoplastic, White and Yellow	293	LF			
133	Furnish and Install 24" Solid Traffic Stripe, Thermoptastic, White (Stop Bar and Special Emphasis Crosswalks)	572	LF			
134	Temporarily Remove and Re-Install Existing Sign Post Assembly	39	EA			
135	Furnish and Install New Sign Poet and Re-install Existing Sign on Newly Installed Sign Poet Assembly	26	EA			
136	Furnish and Install Reflective Pavement Marker (RPM)	1,430	EA			
137	Furnish and Install ThermoPlastic Turn Arrows and Handicap Parking Symbol per F.D.O.T Index 17348	19	EA			
	MISCELLANEOUS UTILITY					
138	Existing Power Pole Support	10	EA			
38	Irrigation Restoration (this bid tern may vary by more than 20%)	6,165	LF			
140	Remove and Replace Irrigation "Pop Up" Sprinkler Head (this bid item may vary by more than 20%)	300	EA			
141	Remove and Replace Irrigation Controller (this bid item may vary by more than 20%)	10	EA			
142	Remove and Replace irrigation Valve (this bid item may vary by more than 20%)	20	EA			
143	Repair Existing Roadway (this bid itam may vary by more than 20%)	1,000	SY			
	ALLOWANCES					
144	Permit Fees - City of Lauderdale Lakes Building Department	\$100,000	AL			
145	Permit Fees - City of Lauderdale Lakes Construction Permit Fee \$415,000 AL					
146	Permt Fees -FDEP NPDES	\$400	AL			

SUMMARY OF UNIT ABBREVIATIONS:



CRAVEN THOMPSON AND ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS UNEXPERIMENT SURVEYORS THE INFO STREET, 1057 LIABLE INFO STREET, 1057 LIABLE INFO STREET, 1057 THE INFO STREET

SUMMARY OF QUANTITIES



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# Question and Answers for Bid #PNC2117206C1 - Utility Analysis Zone 122

## **Overall Bid Questions**

#### **Question 1**

what is the engineers estimate? (Submitted: Sep 7, 2018 8:12:34 AM EDT)

#### Answer

- The engineer's estimate is \$14,199,228.00. (Answered: Sep 10, 2018 12:04:51 PM EDT)

#### **Question 2**

The specs call for aerial photographs of the construction zone. Will aerial photographs taken from approximately 150 feet above ground level to produce a single large and highly detailed orthomosaic photograph of each of the construction zones, as well as cardinal point photographs of each of the construction zones meet the aerial photograph requirement? (Submitted: Sep 9, 2018 11:51:39 AM EDT)

#### Answer

- The height of the camera will depend on the project. There is no set minimum elevation. The photos must provide the quality and definition as stated in the Technical Specifications. (Answered: Sep 18, 2018 2:03:07 PM EDT)

#### **Question 3**

Item 50 · 2†and 3†water svc beyond water meter & reconnect to existing service. Please provide pay item for restoration (Submitted: Sep 20, 2018 9:37:00 AM EDT)

#### Answer

- Restoration associated with Item 50 shall be paid under Items 104, 112, and 114 depending on the type of restoration. (Answered: Sep 21, 2018 10:54:46 AM EDT)

#### **Question 4**

Item 73 â€" F&I 8†sanitary sewer lateral piping & reconnect to existing lateral. I could only find 2ea 8†services identified on the plans. Sheet WS 1 (Submitted: Sep 20, 2018 9:37:10 AM EDT)

#### Answer

- Per description for Item 73, contractor shall field verify all existing sanitary sewer lateral connections from individual properties. Therefore prior to installation of new sanitary sewer lateral piping, cleanouts, and wyes at mains, the contractor shall field verify the existing lateral size at the tie-in connection point. After the existing lateral size is field verified, new sanitary sewer lateral piping shall be installed to match the equivalent existing field verified size. (Answered: Sep 21, 2018 10:54:19 AM EDT)

#### **Question 5**

Item 116 R&D 12"-15" cmp, install 12"-15" drain pipe. 550 ACRE? (Submitted: Sep 20, 2018 9:37:31 AM EDT) Answer

- Unit of Measure should be 550 linear feet. The item response form will be updated in an addendum. (Answered: Sep 21, 2018 10:55:45 AM EDT)

#### **Question 6**

SHEET C-2 summary of quantities item 121 under drainage items is for 12 or more 4â€<sup>™</sup>rd or 4â€<sup>™</sup> x 4â€<sup>™</sup> drainage structures. After plan review I was unable to find a structure detail to cover the item description. Also, there are no drainage plans furnished showing pipe sizes, angles or elevations. There are many existing drainage structures shown on the "restoration plans†but I could not identify if any were designated as "new†(Submitted: Sep 21, 2018 9:54:12 AM EDT)

#### Answer

- Please refer to Volume 2, Technical Specifications, Section 2535-Structures and Maintenance Structures for specifications to cover Item 121. New drainage structure bedding shall match bedding detailed on Drawing Sheet WSD-6 (Figure 311). Engineering drawings do not designate any â€Âœnewâ€Â drainage structures. Installation of new drainage structures may be required (as approved by County and Consultant) to assist with resolving a conflict between an existing drainage structure/pipe and proposed water or sanitary sewer improvement. Also the existing drainage system and structures are old and Item 121 is provided in the

Bid PNC2117206C1

#### Broward County Board of County Commissioners

event that proposed improvements damage existing drainage structure(s) to the extent that replacement with a new structure is required (as approved by County and Consultant). (Answered: Sep 24, 2018 5:02:59 PM EDT)

## **Question 7**

Pay Item 01-130 6" thermoplastic white/yellow stripe

quantity on bid form reads 14,622 acre

If unit correct or should it be linear feet? (Submitted: Sep 24, 2018 10:44:08 AM EDT)

#### Answer

- Unit of measure should be 14,622 linear feet. The item response form will be updated in an addendum. (Answered: Oct 1, 2018 3:43:17 PM EDT)

## **Question 8**

Bid items 116-121 are all storm drainage but there are no drainage drawings. Without depths and locations its difficult to price this items. Can you identify which pipes are we removing and replacing? (Submitted: Sep 25, 2018 4:38:37 PM EDT)

#### Answer

- Pipes requiring removal and replacement cannot be identified at this point as this will need to be determined in the field. (Answered: Sep 27, 2018 1:13:01 PM EDT)

#### **Question 9**

Is Builder's Risk insurance required for this project? (Submitted: Sep 26, 2018 3:36:46 PM EDT)

#### Answer

- The referenced project requires an Installation Floater. Refer to Insurance Requirements Form. (Answered: Oct 2, 2018 3:39:05 PM EDT)

#### **Question 10**

After going thru the drawings attached to the specifications, specifically sheet WS-14 and WS-15 I see a discrepancy between both set of drawings. The set attached with the specs has shows line stops and the other set has insertion valves in the same location. Why are there two different sets of drawings? Which one is correct? What else should we concern our self while bidding this project? (Submitted: Sep 26, 2018 4:42:22 PM EDT)

#### Answer

- Bid Set drawings and Item Response Form (Bid Items 20-24 and 88) indicate the use of Insertion Valves. Plans attached within Specifications - Exhibit D Permits are permit plans which were revised after the FDOT Utility Permit was issued to use Insertion Valves. (Answered: Oct 1, 2018 3:42:44 PM EDT)

#### Question 11

During the pre-bid meeting it was said that the matrix used to come up with the 30% CBE goal was going to be shared with us. Can you please share this document? (Submitted: Sep 27, 2018 9:31:36 AM EDT)

#### Answer

- Send request for matrix to the Purchasing Agent at nolesen@broward.org.

Per the Broward County Business Opportunity Act of 2012, Section 1-81.3, as amended, a goal of at least twenty-five percent (25%) participation by CBEs is hereby established for each County contract. The Office of Economic and Small Business Development (OESBD) may set a higher goal based on available certified firms and the scope of work of the project. (Answered: Oct 2, 2018 8:41:02 AM EDT)

#### **Question 12**

Item 11 WM and FM Aerial Crossing What are the pay limits of the Aerial Crossings? (Submitted: Oct 1, 2018 8:51:56 AM EDT)

#### Answer

- Pay limits for Bid Item No. 11 is from buried 45 degree vertical bend on east side of canal to buried 45 degree vertical bend on west side of canal. (Answered: Oct 1, 2018 3:41:20 PM EDT)

#### **Question 13**

Item 12 WM Fittings- Are the fittings Compact or full body C-110? 60,000 lbs is a lot of fittings. (Submitted: Oct 1, 2018 8:52:29 AM EDT)

Answer

Bid PNC2117206C1

#### Broward County Board of County Commissioners

- Per Bid Item No. 12 from the Item Response Form and Specification Section 01291, Paragraph 1.09, A: Weight will be based upon compact fitting weight. (Answered: Oct 1, 2018 3:40:14 PM EDT)

#### **Question 14**

Is the cost for the plumbing permits for the water service connection, backflow preventer and sanitary service connection included in the bid allowance amount? (Submitted: Oct 1, 2018 8:52:47 AM EDT) Answer

- Yes, the costs for plumbing permits for the water service connection, backflow preventer and sanitary service connection are included in the bid allowance amount (Answered: Oct 1, 2018 3:39:09 PM EDT)

#### **Question 15**

We assume the cost for the plumbing permits for the water service connection, backflow preventer and sanitary service connection included in the bid allowance amount. (Submitted: Oct 1, 2018 10:01:58 AM EDT) Answer

- Yes, the costs for plumbing permits for the water service connection, backflow preventer and sanitary service connection are included in the bid allowance amount. (Answered: Oct 1, 2018 3:37:38 PM EDT)

#### **Question 16**

What are the liquidated damages for this job? (Submitted: Oct 1, 2018 4:18:48 PM EDT)

#### Answer

- Refer to the Contract Documents - Article 3 and General Conditions - Article 42 (Answered: Oct 2, 2018 8:49:41 AM EDT)

Man Con Inc.

Bid Contact Penny Camarra katel@mancon.ws Ph 954-427-0230 Fax 954-427-8133 Address 3460 SW 11th Street Deerfield Beach, FL 33442

Bid Bond (Status: Authorized on Sep 26, 2018)

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch. Doc
PNC2117206C101-01	Base Bid: Performance and Payment Guaranty and Insurance	Supplier Product Code:	First Offer - \$360,000.00	1 / lump sum	\$360,000.00	YY
PNC2117206C101-02	Base Bid: Mobilization	Supplier Product Code:	First Offer - \$830,245.00	1 / lump sum	\$830,245.00	Y
PNC2117206C101-03	Base Bid: Maintenance of Traffic	Supplier Product Code:	First Offer - \$62,738.00	1 / lump sum	\$62,738.00	Y
PNC2117206C101-04	Base Bid: Excavation in Rock	Supplier Product Code:	First Offer - \$6.00	4835 / linear feet	\$29,010.00	Y
PNC2117206C101-05	Base Bid: F&I, 4 inch DIP Water Main Pipe	Supplier Product Code:	First Offer - \$115.00	43 / linear feet	\$4,945.00	Y
PNC2117206C101-06	Base Bid: F&I, 6 inch DIP Water Main Pipe	Supplier Product Code:	First Offer - \$46.50	4566 / linear feet	\$212,319.00	Y
PNC2117206C101-07	Base Bid: F&I, 8 inch DIP Water Main Pipe	Supplier Product Code:	First Offer - \$40.70	10463 / linear feet	\$425,844.10	Y
PNC2117206C101-08	Base Bid: F&I, 10 inch DIP Water Main Pipe	Supplier Product Code:	First Offer - \$49.20	5223 / linear feet	\$256,971.60	Y
PNC2117206C101-09	Base Bid: F&I, 12 inch DIP Water Main Pipe	Supplier Product Code:	First Offer - \$58.40	8509 / linear feet	\$496,925.60	Y
PNC2117206C101-10	Base Bid: F&I, 16 inch DIP Water Main Pipe	Supplier Product Code:	First Offer - \$185.00	216 / linear feet	\$39,960.00	Y
PNC2117206C101-11	Base Bid: F&I 12 inch Flanged DIP Water Main Pipe and 12 inch Flanged DIP Force Main Pipe	Supplier Product Code:	First Offer - \$284,481.00	1 / lump sum	\$284,481.00	Y
PNC2117206C101-12	Base Bid: F&I Ductile Iron Fittings	Supplier Product Code:	First Offer - \$1,000.00	30 / ton	\$30,000.00	Y
PNC2117206C101-13	Base Bid: F&I Fire Hydrant Assembly	Supplier Product	First Offer - \$5,653.00	52 / each	\$293,956.00	Y

					Faye 109	01210
			Broward County Board of County Commissioners			PNC21172
	w/ Swing Check Assembly	Code:				
PNC2117206C101-14	Base Bid: Remove & Salvage Existing Fire Hydrant Assembly	Supplier Product Code:	First Offer - \$1,022.00	49 / each	\$50,078.00	Y
PNC2117206C101-15	Base Bid: F&I 6 inch Gate Valve w/ Box, Extension and all Appurtenances	Supplier Product Code:	First Offer - \$1,067.00	90 / each	\$96,030.00	Y
PNC2117206C101-16	Base Bid: F&I 8 inch Gate Valve w/ Box, Extension and all Appurtenances	Supplier Product Code:	First Offer - \$1,467.00	24 / each	\$35,208.00	Y
PNC2117206C101-17	Base Bid: F&I 10 inch Gate Valve w/ Box, Extension and all Appurtenances	Supplier Product Code:	First Offer - \$2,042.00	18 / each	\$36,756.00	Y
PNC2117206C101-18	Base Bid: F&I 12 inch Gate Valve w/ Box, Extension and all Appurtenances	Supplier Product Code:	First Offer - \$2,716.00	20 / each	\$54,320.00	Y
PNC2117206C101-19	Base Bid: F&I 16 inch Gate Valve w/ Box, Extension and all Appurtenances	Supplier Product Code:	First Offer - \$8,244.00	4 / each	\$32,976.00	Y
PNC2117206C101-20	Base Bid: F&I 6 inch Insertion Valve	Supplier Product Code:	First Offer - \$15,145.00	1 / each	\$15,145.00	Y
PNC2117206C101-21	Base Bid: F&I 8 inch Insertion Valve	Supplier Product Code:	First Offer - \$16,028.00	1 / each	\$16,028.00	Y
PNC2117206C101-22	Base Bid: F&I 10 inch Insertion Valve	Supplier Product Code:	First Offer - \$19,761.00	4 / each	\$79,044.00	Y
PNC2117206C101-23	Base Bid: F&I 12 inch Insertion Valve	Supplier Product Code:	First Offer - \$20,000.00	2 / each	\$40,000.00	Y
PNC2117206C101-24	Base Bid: F&I 16 inch Insertion Valve	Supplier Product Code:	First Offer - \$41,529.00	2 / each	\$83,058.00	Y
PNC2117206C101-25	Base Bid: Cut Existing 6 inch Water Main and Connect Proposed Water Main Base Bid: Cut	Supplier Product Code: Supplier	First Offer - \$2,505.00 First Offer - \$5,010.00	3 / each 2 / each	\$7,515.00 \$10,020.00	Y
	Existing 10 inch Water Main and Connect Proposed Water Main	Product Code:				
PNC2117206C101-27	Base Bid: Cut	Supplier	First Offer - \$3,589.00	2 / each	\$7,178.00	Y

	Existing 12 inch Water Main and Connect Proposed Water Main	Product Code:				
PNC2117206C101-28	Base Bid: Cut Existing 16 inch Water Main and Connect Proposed Water Main	Supplier Product Code:	First Offer - \$7,636.00	1 / each	\$7,636.00	Y
PNC2117206C101-29	Base Bid: Restrain Existing 6 inch Water Main Pipe	Supplier Product Code:	First Offer - \$41.00	63 / linear feet	\$2,583.00	Y
PNC2117206C101-30	Base Bid: Restrain Existing 10 inch Water Main Pipe	Supplier Product Code:	First Offer - \$64.00	42 / linear feet	\$2,688.00	Y
PNC2117206C101-31	Base Bid: Restrain Existing 12 inch Water Main Pipe	Supplier Product Code:	First Offer - \$91.00	42 / linear feet	\$3,822.00	Y
PNC2117206C101-32	Base Bid: Restrain Existing 16 inch Water Main Pipe	Supplier Product Code:	First Offer - \$137.00	32 / linear feet	\$4,384.00	Y
PNC2117206C101-33	Base Bid: Abandon, Cap & Grout Fill Existing 4 inch Water Main	Supplier Product Code:	First Offer - \$6.90	4803 / linear feet	\$33,140.70	Y
PNC2117206C101-34	Base Bid: Abandon, Cap & Grout Fill Existing 6 inch Water Main	Supplier Product Code:	First Offer - \$8.50	8472 / linear feet	\$72,012.00	Y
PNC2117206C101-35	Base Bid: Abandon, Cap & Grout Fill Existing 8 inch Water Main	Supplier Product Code:	First Offer - \$9.30	10479 / linear feet	\$97,454.70	Y
PNC2117206C101-36	Base Bid: Abandon, Cap & Grout Fill Existing 10 inch Water Main	Supplier Product Code:	First Offer - \$12.40	4698 / linear feet	\$58,255.20	Y
PNC2117206C101-37	Base Bid: Abandon, Cap & Grout Fill Existing 12 inch Water Main	Supplier Product Code:	First Offer - \$15.70	3896 / linear feet	\$61,167.20	Y
PNC2117206C101-38	Base Bid: Abandon, Cap & Grout Fill Existing 16 inch Water Main	Supplier Product Code:	First Offer - \$23.80	206 / linear feet	\$4,902.80	Y
PNC2117206C101-39	Base Bid: Remove & Dispose Existing Water Main (may vary by 20 percent)	Supplier Product Code:	First Offer - \$17.60	2530 / linear foot	\$44,528.00	Y
PNC2117206C101-40	Base Bid: Remove & Dispose Existing Asbestos Cement Water Main (may	Supplier Product Code:	First Offer - \$26.10	1100 / linear foot	\$28,710.00	Y

	vary 20 percent)					
PNC2117206C101-41	Base Bid: F&I New 5/8 inch 1 inch Water Meter Box &	Product	First Offer - \$580.00	2 / each	\$1,160.00	Y
	Relocate Existing Water Meter					
PNC2117206C101-42	Base Bid: F&I New 2 inch Water Meter Box and Relocate Existing Water Meter	••	First Offer - \$694.00	102 / each	\$70,788.00	Y
PNC2117206C101-43	Base Bid: F&I New		First Offer - \$694.00	4 / each	\$2,776.00	Y
	2 inch Irrigation Meter Box &	Product Code:				
	Relocate Irrigation					
	Meter	· · · · ·		· · · · · · · · · · · · · · · · · · ·		· · · ·
PNC2117206C101-44	Base Bid: F&I New 1 inch RPZ Backflow Preventer	••	First Offer - \$1,212.00	2 / each	\$2,424.00	Y
PNC2117206C101-45	Base Bid: F&I New		First Offer - \$2,301.00	102 / each	\$234,702.00	Y
	2 inch RPZ Backflow Preventer (may	Product Code:				
	vary by 20 percent)	Coue.				
PNC2117206C101-46	Base Bid: F&I New 2 inch Irrigation PVB Backflow Preventer	Supplier Product Code:	First Offer - \$1,650.00	4 / each	\$6,600.00	Ŷ
PNC2117206C101-47	Base Bid: F&I New	Supplier	First Offer - \$992.00	2 / each	\$1,984.00	Y
	1 inch Single Water Service (Long or Short)	Product Code:				
PNC2117206C101-48	Base Bid: F&I New 2 inch Single Water Service (Short-20 feet or less of service piping)		First Offer - \$2,225.00	46 / each	\$102,350.00	Y
PNC2117206C101-49	Base Bid: F&I New	Supplier	First Offer - \$2,817.00	60 / each	\$169,020.00	Y
	2 inch Single Water	Product Code:				
	Service (Long) (more than 20 feet	Code.				
	of service piping)		anaa aa			
PNC2117206C101-50	Base Bid: F&I New 2 to 3 inch Water Service Beyond Meter Including Fittings and Reconnect	Supplier Product Code:	First Offer - \$5.00	4340 / linear feet	\$21,700.00	Y
PNC2117206C101-51	Base Bid: F&I	Supplier	First Offer - \$458.00	71 / each	\$32,518.00	Y
	Sample Point	Product Code:				
PNC2117206C101-52	Base Bid: F&I, 8 inch PVC SDR-26 Sanitary Sewer Gravity Main Piping	Supplier Product Code:	First Offer - \$62.60	5884 / linear feet	\$368,338.40	Ŷ

	(0 to 6 feet depth)		County Commissioners			
PNC2117206C101-53	Base Bid: F&I 8 inch PVC SDR-26 Sanitary Sewer Gravity Main Piping (6 to 8 feet depth)	Supplier Product Code:	First Offer - \$78.70	3918 / linear feet	\$308,346.60	Y
PNC2117206C101-54	Base Bid: F&I 8 inch PVC SDR-26 Sanitary Sewer Gravity Main Piping (8 to 10 feet depth)	Supplier Product Code:	First Offer - \$94.40	3484 / linear feet	\$328,889.60	Y
PNC2117206C101-55	Base Bid: F&I 8 inch PVC SDR-26 Sanitary Sewer Gravity Main Piping (10 to12 feet depth)	Supplier Product Code:	First Offer - \$121.60	1688 / linear feet	\$205,260.80	Y
PNC2117206C101-56	Base Bid: F&I 8 inch PVC C-900 Sanitary Sewer Gravity Main Piping (12 to 14 feet depth)	Supplier Product Code:	First Offer - \$192.00	492 / linear feet	\$94,464.00	Y
PNC2117206C101-57	Base Bid: F&I 10 inch PVC C 900 Sanitary Sewer Gravity Main Piping (12 to 14 feet depth)	Supplier Product Code:	First Offer - \$197.80	696 / linear feet	\$137,668.80	Y
PNC2117206C101-58	Base Bid: F&I 12 inch PVC C-900 Sanitary Sewer Gravity Main Piping (12 to 14 feet depth)	Supplier Product Code:	First Offer - \$217.60	655 / linear feet	\$142,528.00	Y
PNC2117206C101-59	Base Bid: F&I 10 inch PVC C-900 Sanitary Sewer Gravity Main Piping (14 to 16 feet depth)	Supplier Product Code:	First Offer - \$265.20	168 / linear feet	\$44,553.60	Y
PNC2117206C101-60	Base Bid: F&I 12 inch PVC C-900 Sanitary Sewer Gravity Main Piping (14 to 16 feet depth)	Supplier Product Code:	First Offer - \$273.10	351 / linear feet	\$95,858.10	Y
PNC2117206C101-61	Base Bid: F&I 14 inch PVC C-905 Sanitary Sewer Gravity Main Piping (14-16 feet depth)	Supplier Product Code:	First Offer - \$266.80	78 / linear feet	\$20,810.40	Y
PNC2117206C101-62	Base Bid: F&I Sanitary Sewer MAS (0 to 6 feet	Supplier Product Code:	First Offer - \$3,436.00	33 / each	\$113,388.00	Y

			County Commissioners	
	deep)			
PNC2117206C101-63	Base Bid: F&I Sanitary Sewer MAS (6 to 8 feet deep)	Supplier Product Code:	First Offer - \$4,129.00 17 / ead	h \$70,193.00
PNC2117206C101-64	Base Bid: F&I Sanitary Sewer MAS (8 to 10 feet deep)	Supplier Product Code:	First Offer - \$5,061.00 14 / ead	sh \$70,854.00
PNC2117206C101-65	Base Bid: F&I Sanitary Sewer MAS (10 to 12 feet deep)	Supplier Product Code:	First Offer - \$6,358.00 5 / eacl	\$31,790.00
PNC2117206C101-66	Base Bid: F&I Sanitary Sewer MAS (12 to 14 feet deep)	Supplier Product Code:	First Offer - \$7,616.00 7 / each	\$53,312.00
PNC2117206C101-67	Base Bid: F&I Sanitary Sewer MAS (14 to 16 feet deep)	Supplier Product Code:	First Offer - \$9,223.00 4 / each	\$36,892.00
PNC2117206C101-68	Base Bid: F&I Sanitary Sewer MAS External Drop Connection (8 to 10 feet deep)	Supplier Product Code:	First Offer - \$2,653.00 4 / each	\$10,612.00
PNC2117206C101-69	Base Bid: F&I Sanitary Sewer MAS External Drop Connection (10 to 12 feet deep)	Supplier Product Code:	First Offer - \$3,314.00 2 / each	\$6,628.00
PNC2117206C101-70	Base Bid: F&I Sanitary Sewer MAS External Drop Connection (12 to 14 feet deep)	Supplier Product Code:	First Offer - \$3,882.00 4 / each	\$15,528.00
PNC2117206C101-71	Base Bid: F&I Sanitary Sewer MAS External Drop Connection (14 to 16 feet deep)	Supplier Product Code:	First Offer - \$4,715.00 4 / each	\$18,860.00
PNC2117206C101-72	Base Bid: F&I 6 inch PVC SDR-26 Sanitary Sewer Lateral Piping & Reconnect	Supplier Product Code:	First Offer - \$20.00 2040 /	inear foot \$40,800.00
PNC2117206C101-73	Base Bid: F&I 8 inch PVC SDR-26 Sanitary Sewer Lateral Piping & Reconnect	Supplier Product Code:	First Offer - \$21.00 842 / lii	near foot \$17,682.00
PNC2117206C101-74	Base Bid: F&I 6 inch Sanitary Sewer Cleanout w/ Box	Supplier Product Code:	First Offer - \$867.00 82/ead	h \$71,094.00

			County Commissioners			
	and Collar		······		<u></u>	
PNC2117206C101-75	Base Bid: F&I 8 inch Sanitary Sewer		First Offer - \$1,152.00	30 / each `	\$34,560.00	۱. ۱.
· · · · · · · · · · · · · · · · · · ·	Cleanout w/ Box and Collar	Code:				
PNC2117206C101-76	Base Bid: F&I CIP Pipe Lining-8 inch Sanitary Sewer Gravity Main, 6 inch Lat	Supplier Product Code:	First Offer - \$44.00	739 / linear foot	\$32,516.00	N
PNC2117206C101-77	Base Bid: Rehabilitate Existing Sanitary Sewer MAS	Supplier Product Code:	First Offer - \$3,560.00	3 / each	\$10,680.00	١
PNC2117206C101-78	Base Bid: Remove & Dispose Existing Sanitary Sewer MAS	Supplier Product Code:	First Offer - \$1,887.00	59 / each	\$111,333.00	Ŋ
PNC2117206C101-79	Base Bid: Remove & Dispose Existing	Supplier Product	First Offer - \$14.20	11293 / linear feet	\$160,360.60	۲
	8 to 12 inch VCP Sanitary Sewer Gravity Main	Code:				
PNC2117206C101-80	Base Bid: Remove & Dispose Existing Sanitary Sewer Lateral (6 to 8 inch)	Supplier Product Code:	First Offer - \$11.60	4002 / linear feet	\$46,423.20	Y
PNC2117206C101-81	Base Bid: Abandon & Grout Fill Existing 6 to 8 inch Sanitary Sewer Lateral Pipe	Product	First Offer - \$9.20	1327 / linear feet	\$12,208.40	
PNC2117206C101-82	Base Bid: Abandon & Grout Fill Existing 8 to 12 inch Sanitary Sewer Main Pipe		First Offer - \$11.70	8210 / linear feet	\$96,057.00	Y
PNC2117206C101-83	Base Bid: Abandon & Grout Fill Existing Sanitary Sewer MAS		First Offer - \$1,145.00	32 / each	\$36,640.00	•
PNC2117206C101-84	Base Bid: F&I 12 inch DIP Force Main	Supplier Product Code:	First Offer - \$81.80	1911 / linear feet	\$156,319.80	٢
PNC2117206C101-85	Base Bid: F&I DI Force Main Fittings, Transition Couplings, Kamlock fittings	Supplier Product Code:	First Offer - \$1,200.00	6 / ton	\$7,200.00	Y
PNC2117206C101-86	Base Bid: F&I 8 inch Plug Valve w/ Box, Extension and all Appurtenances	Supplier Product Code:	First Offer - \$1,852.00	1 / each	\$1,852.00	Ŷ
PNC2117206C101-87	Base Bid: F&I 12	Supplier	First Offer - \$3,101.00	6 / each	\$18,606.00	Y

			County Commissioners			
	inch Plug Valve w/ Box, Extension and all Appurtenances	Product Code:				
PNC2117206C101-88	Base Bid: F&I 8 inch Insertion Valve	Supplier Product Code:	First Offer - \$11,188.00	2 / each	\$22,376.00	Y
PNC2117206C101-89	Base Bid: Cut Existing 8 inch Force Main and Connect Proposed Force Main	Supplier Product Code:	First Offer - \$2,984.00	1 / each	\$2,984.00	Y
PNC2117206C101-90	Base Bid: Restrain Existing 8 inch Force Main	Supplier Product Code:	First Offer - \$40.00	28 / linear feet	\$1,120.00	Y
PNC2117206C101-91	Base Bid: F&I Air Vacuum/Air Release Valve within MAS	Supplier Product Code:	First Offer - \$7,394.00	4 / each	\$29,576.00	Y
PNC2117206C101-92	Base Bid: Abandon, Cap & Grout Fill Existing 8 inch Force Main	Supplier Product Code:	First Offer - \$9.70	4753 / linear feet	\$46,104.10	Y
PNC2117206C101-93	Base Bid: F&I Sanitary Sewer Lift Station	Supplier Product Code:	First Offer - \$613,833.00	1 / each	\$613,833.00	Y
PNC2117206C101-94	Base Bid: Furnish Emergency Generator	Supplier Product Code:	First Offer - \$111,320.00	1 / each	\$111,320.00	Y
PNC2117206C101-95	Base Bid: Abandon Existing Sanitary Sewer Lift Station No. 50 B1	Supplier Product Code:	First Offer - \$21,840.50	1 / each	\$21,840.50	Y
PNC2117206C101-96	Base Bid: Abandon Existing Sanitary Sewer Lift Station No. 50 B3	Supplier Product Code:	First Offer - \$21,840.50	1 / each	\$21,840.50	Y
PNC2117206C101-97	Base Bid: By-Pass Pumping	Supplier Product Code:	First Offer - \$307,858.00	1 / lump sum	\$307,858.00	Y
PNC2117206C101-98	Base Bid: Remove & Dispose Existing Asphalt Pavement Cross Section	Supplier Product Code:	First Offer - \$3.60	29995 / square yard	\$107,982.00	Y
PNC2117206C101-99	Base Bid: Furnish and Place 1 inch Type SP-9.5 Asphalt (1st Lift)	Supplier Product Code:	First Offer - \$7.56	29995 / square yard	\$226,762.20	Y
PNC2117206C101-100	Base Bid: Furnish and Place 1 inch Type SP-9.5 Asphalt (Final Lift)	Supplier Product Code:	First Offer - \$7.87	29995 / square yard	\$236,060.65	Y
PNC2117206C101-101	Base Bid: Furnish	Supplier	First Offer - \$18.23	32995 / square yard	\$601,498.85	Y

			,	Jounty Commissioners			
	and Place 8 inch Limerock Base (LBR 100)	Product Code:					
PNC2117206C101-102	Base Bid: F&P 12 inch Stabilized Subgrade (LBR 40)	Supplier Product Code:		First Offer - \$4.80	35994 / square yard	\$172,771.20	Y
PNC2117206C101-103	Base Bid: Furnish and Place Pavement Restoration	Supplier Product Code:		First Offer - \$44.00	15078 / square yard	\$663,432.00	Y
PNC2117206C101-104	Base Bid: F&P Pavement Restoration on Private Property	Supplier Product Code:		First Offer - \$43.96	583 / square yard	\$25,628.68	Y
PNC2117206C101-105	Base Bid: F&P Pavement Restoration within FDOT Rights-of- Way (Oakland Park Blvd)	Supplier Product Code:		First Offer - \$81.50	1946 / square yard	\$158,599.00	Y
PNC2117206C101-106	Base Bid: Mill 1 inch Existing Roadway Asphalt (may vary by 20 percent)	Supplier Product Code:		First Offer - \$2.90	45900 / square yard	\$133,110.00	Ŷ
PNC2117206C101-107	Base Bid: Mill 1 5/8 inch Existing Roadway Asphalt w/in FDOT Rights- of-Way	Supplier Product Code:		First Offer - \$4.11	5731 / square yard	\$23,554.41	۲ ۲ ۲ ۲ ۲ ۲ ۲ ۲ ۲ ۲ ۲
PNC2117206C101-108	Base Bid: Furnish and Place 1 inch Type SP-9.5 Asphalt Overlay (may vary by 20 percent)	Supplier Product Code:		First Offer - \$7.80	45900 / square yard	\$358,020.00	Y
PNC2117206C101-109	Base Bid: F&P 1 5/8 inch Type FC- 12.5 Asphalt w/in FDOT Rights-of- Way (Oakland Park Blvd)	Supplier Product Code:		First Offer - \$18.76	5731 / square yard	\$107,513.56	Ŷ
PNC2117206C101-110	Base Bid: Remove & Replace Type F Curb & Gutter ( may vary by 20 percent)	Supplier Product Code:		First Offer - \$40.00	316 / linear feet	\$12,640.00	Ŷ
PNC2117206C101-111	Base Bid: Remove & Replace Type D Curb (may vary by 20 percent)	Supplier Product Code:		First Offer - \$27.70	2568 / linear feet	\$71,133.60	Y
PNC2117206C101-112	Base Bid: Remove & Replace Concrete Sidewalk/Access Driveway (Min. 6	••		First Offer - \$70.00	653 / square yard	\$45,710.00	Y

	inch Thiak)		County Commissioners			
PNC2117206C101-113	inch Thick) Base Bid: Remove and Replace Sod	Supplier Product Code:	First Offer - \$22.00	13269 / square yard	\$291,918.00	۲
PNC2117206C101-114	Base Bid: Remove and Replace Sod on Private Property	Supplier	First Offer - \$13.30	3161 / square yard	\$42,041.30	Y
PNC2117206C101-115	Base Bid: F&I Cast- in-Place Truncated Domes Detectable Warning per FDOT Index 304	Product	First Offer - \$31.20	275 / square feet	\$8,580.00	Y
PNC2117206C101-116	Base Bid: R&D 12 to 15 inch CMP, Install 12 to 15 inch Drainage Pipe (may vary by 20%)	Product	First Offer - \$60.00	550 / linear foot	\$33,000.00	Y
PNC2117206C101-117	Base Bid: R&D 18 inch CMP, Install 18 inch Drainage Pipe (may vary by 20 percent)	Product	First Offer - \$84.00	275 / linear feet	\$23,100.00	Y
PNC2117206C101-118	Base Bid: R&D 24 inch CMP, Install 24 inch Drainage Pipe ( may vary by 20 percent)	Product	First Offer - \$96.00	110 / linear feet	\$10,560.00	Y
PNC2117206C101-119	Base Bid: R&D 30 inch CMP, Install 30 inch Drainage Pipe (may vary by 20 percent)		First Offer - \$108.00	110 / linear feet	\$11,880.00	Y
PNC2117206C101-120	Base Bid: R&D 36 inch CMP, Install 36 inch Drainage Pipe ( may vary by 20 percent)	Product	First Offer - \$120.00	110 / linear feet	\$13,200.00	Y
PNC2117206C101-121	Base Bid: F&I 4 feet Dia. or 4 by 4 feet Square Drainage Structure (may vary by 20%)	Supplier Product Code:	First Offer - \$4,700.00	12 / each	\$56,400.00	Ŷ
PNC2117206C101-122	Base Bid: R&d Existing Storm Drainage Structure (may vary by 20 percent)	Supplier Product Code:	First Offer - \$1,887.00	9 / each	\$16,983.00	Y
PNC2117206C101-123	Base Bid: Relocate Trees and Palms (less than 10 inch caliper)	Supplier Product Code:	First Offer - \$605.00	2 / each	\$1,210.00	Ŷ
PNC2117206C101-124	Base Bid: Relocate Trees and Palms (10 inch caliper and	Product	First Offer - \$1,815.00	23 / each	\$41,745.00	Y

	greater)		-			
PNC2117206C101-125	Base Bid: Remove and Dispose of Trees and Palms (10 inch caliper and greater)	Supplier Product Code:	First Offer - \$2,117.00	7 / each	\$14,819.00	Y
PNC2117206C101-126	Base Bid: F&I Bursera Simaruba/Gumbo Limbo (2 inch caliper, 12 foot height, 6 foot spread)	Supplier Product Code:	First Offer - \$726.00	2 / each	\$1,452.00	Y
PNC2117206C101-127	Base Bid: F&I Coccoloba Diversifolia/Pigeon Plum (10 ft H, 2 inch Dia at DBH, 6 ft spread	Supplier Product Code:	First Offer - \$726.00	1 / each	\$726.00	Y
PNC2117206C101-128	Base Bid: F&I Quercus Virginiana/Southern Live Oak (3 in. caliper, 14 ft H, 6 ft spread	Supplier Product Code:	First Offer - \$726.00	4 / each	\$2,904.00	Y
PNC2117206C101-129	Base Bid: F&I Sabal Palmetto/Cabbage Palm (12 in Dia at DBH, 15 ft H, 6 to 8 foot spread	Supplier Product Code:	First Offer - \$484.00	6 / each	\$2,904.00	Y
PNC2117206C101-130	Base Bid: F&P 6 in Thermoplastic Solid White, Yellow Traffic Stripe		First Offer - \$0.90	14622 / linear foot	\$13,159.80	Ŷ
PNC2117206C101-131	Base Bid: F&P 12 inch Thermoplastic Solid White Traffic Stripe Cross Walk	Supplier Product Code:	First Offer - \$2.40	241 / linear feet	\$578.40	Y
PNC2117206C101-132	Base Bid: F&P 18 inch Thermoplastic Solid White and Yellow Stripe	Supplier Product Code:	First Offer - \$3.00	293 / linear feet	\$879.00	Y
PNC2117206C101-133	Base Bid: F&P 24 inch Thermoplastic Solid White Stop Bar, Special Emphasis Crosswalk Strip	Supplier Product Code:	First Offer - \$4.80	572 / linear feet	\$2,745.60	Y
PNC2117206C101-134	Base Bid: Temporarily Remove and Re- install Existing Sign Post Assembly	Supplier Product Code:	First Offer - \$182.00	39 / each	\$7,098.00	Y

			County Commissioners			
PNC2117206C101-135	Base Bid: F&I New Sign Post Assembly, Re-install Existing Sign on Sign Post Assembly		First Offer - \$363.00	26 / each	\$9,438.00	Y
PNC2117206C101-136	Base Bid: Furnish and Place Reflective Pavement Marker (RPM)	Supplier Product Code:	First Offer - \$6.00	1430 / each	\$8,580.00	Y
PNC2117206C101-137	Base Bid: F&P Thermoplastic Turn Arrows, Handicap Parking Symbol per FDOT Index 17346	Supplier Product Code:	First Offer - \$121.00	19 / each	\$2,299.00	Y
PNC2117206C101-138	Base Bid: Existing Power Pole Support	Supplier Product Code:	First Offer - \$1,815.00	10 / each	\$18,150.00	Y
PNC2117206C101-139	Base Bid: Irrigation Restoration (may vary by 20 percent)	Supplier Product Code:	First Offer - \$8.40	6165 / linear foot	\$51,786.00	Y
PNC2117206C101-140	Base Bid: Remove and Replace Irrigation Pop-Up Sprinkler Heads (may vary 20 percent)	Supplier Product Code:	First Offer - \$45.00	300 / each	\$13,500.00	Y
PNC2117206C101-141	Base Bid: Remove and Replace Irrigation Controllor (may vary by 20 percent)	Product	First Offer - \$300.00	10 / each	\$3,000.00	Y
PNC2117206C101-142	Base Bid: Remove and Replace Irrigation Valve (may vary by 20 percent)	Supplier Product Code:	First Offer - \$363.00	20 / each	\$7,260.00	Ŷ
PNC2117206C101-143	Base Bid: Repair Existing Roadway (may vary by 20%)	Supplier Product Code:	First Offer - \$32.00	1000 / square yard	\$32,000.00	Y

Lot Total \$12,854,328.55

Supplier Total \$12,854,328.55

# Bid Bond from Surety2000

Man-Con Incorporated

Surety	Surety2000
Bid Bond Number	SFL18287918
Bond Type	0001
Bond Form	Bid Bond in accordance with Contract Specifications
Bid Date	10/8/2018
Bid ID	PNC2117206C1
Security Percent	5%
Job Description	Utility Analysis Zone 122

A05043640
Zervos Group, Inc.
24724 Farmbrook Road, Southfield, Michigan 48034, United States
248-355-4411
Michael G. Zervos
9/26/2018 9:43:55 AM
Gus E. Zervos 24724 Farmbrook Road, Southfield, Michigan 48034, United States 248-663-5395

Contractor ID	
Name	Man-Con Incorporated
Contractor Tax ID	59-2547432
Assigned Contractor ID	1855665972
Address	3460 SW 11th Street, Deerfield Beach, Florida 33442, United States
Phone	954-427-0230

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

Surety ID	SD11009805
Name	Travelers Casualty and Surety Company of America
NAIC Number	31194
State of Incorporation	Connecticut

Contact

Address

Phone

Terror Rider

One Tower Square, Hartford, Connecticut 06183, United States

http://legacy.surety2000.com/Riders/SD11009805-Travelers.pdf

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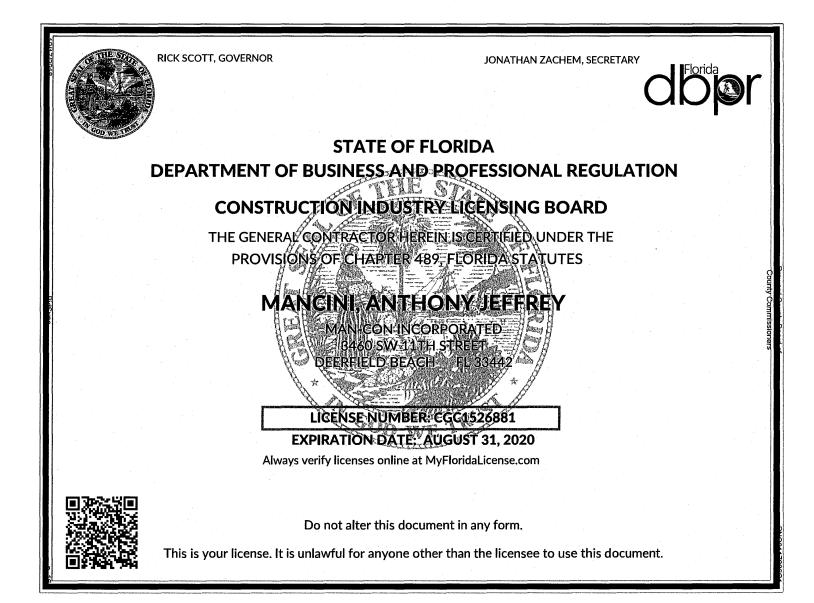
## Man Con Inc.

Item: Base Bid:Performance and Payment Guaranty and Insurance

Attachments

license.pdf Equipment List.pdf

Letters of Intent - UAZ 122.pdf



#### Broward County Board of County Commissioners

# Response to Question No. 30 of Vendor Questionaire

EQUIPMENT #	ТҮРЕ	YEAR	MODEL - MFR	SERIAL NUMBER - ID
201	GRADER	1996	CAT 135 H	3YX00143
203	ROLLER	2000	DYNAPAC CC122	60114971
204	ROLLER	1996	DYNAPAC CC102	600111930
207	DOZER	1995	JOHN DEERE 450 G LGP	TO450GH812067
209	TRACTOR		INTERNATIONAL 2500	2340062U202141
210	BROOM TRACTOR	1985	MASSEY FERGUSON 240	557246
211	BROOM TRACTOR	1997	MASSEY FERGUSON 253	D51163
212(215)	СОМВО	2005	CAT 420D IT	CBLN11506
214	СОМВО	2004	CAT 420D	FDP14988
216	LOADER	2006	CAT 262B SKID	0262BJPDT02887
217	LOADER	2003	938G SER 2	CRD00824
218	LOADER	1999	938G	4YS00883
222	BACKHOE	2002	CAT 345B	AGS01267
223	BACKHOE	2006	KOMATSU PC 308	30050
229	BACKHOE	2004	KOMATSU PC138 USLC-2	1345
230	BACKHOE		KOMATSU PC15 MR	12192
231	MILLING MACHINE	2006	ASPHALT ZIPPER AZ 500	200177
233	GENERATOR	2005	WACKER	5560437
234	PUMP	1994	SLOAN 6"	1322
235	PUMP	1999	THOMPSON 12"	V-654
236	PUMP	1997	THOMPSON 12"	V-661
243	PUMP	1989	THOMPSON JET 4"	4J-116
244	COMPRESSOR		HATZ DIVE	
245	COMPRESSOR		SULLIVAN AIR	D185Q5
246	WELDER		MILLER BIG 50	KD372275
247	FORKLIFT		MARK ML80	982-F0171
248	LOADER	2008	JD 544J	DW544JZ617435
249	BROOM TRACTOR	2005	MASSEY FERGUSON MF461-2	EN24027
250	INGRAM ROLLER	1988	3 WHEEL	588663 EB 14
251	INGRAM ROLLER	1988	3 WHEEL	588648 EB 14
252	ROLLER	2007	DYNAPAC 134D	81270186
253		2011	CAT 305-5DCR	FLZ00474
254	WHEEL LOADER	2012	САТ 924К	PWR00814
255	COMPACT TRACK LOADER	2012	BOBCAT T110	AE0H11925
	WACKER REVERSESIBLE PLATE			
256	COMPACTOR	2014	BPU4045A	10373520
259	COMPACT TRACK LOADER	2016	CAT 299 D2	FD 200514
260	KOMATSU HYDR. EXCAVATOR	2016	PC138USLC-11	50176
261	JOHN DEERE	2016	644K LOADER	1DW644KZTGF674436
262	COMPACT TRACK LOADER	2018	CAT 279D	GTL05809
	SKID-PACK COMPACTOR			
	WACKER REVERSESIBLE PLATE			
	COMPACTOR			DPU504514
	6X14 TRENCH BOX	-		132259
	ARIES SEEKER PUSH CAMERA			6072801
	PIPE LASER	2012	TRIMBLE DG711	23369
	WACKER REVERSESIBLE PLATE COMPACTOR		BPU3545A	1761031
	WACKER REVERSESIBLE PLATE COMPACTOR	2016	DPU5545HE	10631585

\_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone:

Broward County Board of **County Commissioners** 



## 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.: PNC2117206C1

Project Title: Utility Analysis Zone 122

Bidder/Offeror Name: \_\_\_\_

Address:

Authorized Representative:

CBE Firm/Supplier Name: Triple Nickel Paving, Inc.		
Address: 1300 NW 18th Street	City: Pompano Beach	State: FLZip: 33069
Authorized Representative: Dan Maglio		Phone: (954) 971-0984

\_\_\_\_\_ City: \_\_\_\_\_

- 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 <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value		
Asphalt Paving	237310	453,347.50	3.532 %		
			%		
			%		

AFFIRMATION: I hereby affirm that the information above is true and correct.	
CBE Firm/Supplier/Authorized Representative/	
Signature Vice President	Date: 09/24/2018
Bidder/Offeror Authorized Representative	
And A Here Eliza	tal to a
Signature:	Date: 10/17/2018

\_\_\_\_\_

<sup>&</sup>lt;sup>1</sup> Visit <u>Census.gov</u> and select <u>NAICS</u> to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>&</sup>lt;sup>2</sup> 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

Broward County Board of **County Commissioners** 



## 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.: PNC2117206

Project Title: Utility Analysis Zone 122

Bidder/Offeror Name: Man Con, Incorporated

Address: 3460 SW 11 Street	City: De	eerfield Beach Sta	te: FL Zip: 33442
Authorized Representative: Anthony J. Ma	ancini - Ásst. Secretary	Phone:	954-427-0230

# CBE Firm/Supplier Name: Amos Supply, Inc.

Address: 4100 N. Powerline Rd, Ste R1	City: Pompano Beach	State: FL Zip: 33073
Authorized Representative: Carl Hurst	Ph	one: 954-778-0105

- 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 Α. project.
- By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described B. 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 <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Furnish & Deliver Waterworks, Plumbing & Industrial Supplies.	326122, 331511	\$ 1,600,000.00	12.466 %
	423720, 423840		%
			%

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

#### **CBE Firm/Supplier Authorized Representative**

Title: Ussr. Sac range Date: 10-01-18 Title: Ussr. Sac range Date: 10/19/182 Title: Tresident Signature:

**Bidder/Offeror Authorized Representative** 

Signature:

<sup>1</sup> Visit Census gov and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

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

**Rev.: June 2018** 

<sup>&</sup>lt;sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.



# 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.: PNC2117206

Project Title: Utility Analysis Zone 122

Bidder/Offeror Name: Man Con, Incorporated

Address: 3460 SW 11 Street	City: Deerfield Beach	State: FLZip: 33442
Authorized Representative: Anthony J. Mancini - Asst. Secr	etary	Phone: 954-427-0230

# CBE Firm/Supplier Name: Rocklan Earth Services

Address: 3389 Sheridan Street #265	City: Hollywood	State: FL Zip: 33021
Authorized Representative: Robert C. Stull - President		Phone: 954-540-2800

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 <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage Total Project Va	
Furnish and Deliver Limerock for Road Base	484220	\$ 506,001.32	3.9.13	%
Furnish and Deliver Aggregate Materials	484220			%
Underground Utility and Drainage Construction	237110,237990,238910	\$ 993,312.50	7.739	%

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

CBE Firmisupplier Authorized Representativ	/0	$\Lambda$ , ,		MID AND
Signature:	Title:	1 revibert	_ Date:	8105,650
Bidder/Offeror Authorized Representative				
Signature:	Title:	Assistint Secreta	Date:	OCT 17, 2018

<sup>&</sup>lt;sup>1</sup> Visit Census.gov and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>&</sup>lt;sup>2</sup> 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

Exhibit 3 Page 188 of 216

State: \_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_

PNC2117206C1

Broward County Board of County Commissioners



## 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.: PNC 2117206C1

Project Title: Utility Analysis Zone 122

Bidder/Offeror Name: \_\_\_\_

Address:

Authorized Representative:

CBE Firm/Supplier Name: Compass Point Surveyors, PL		
2105 N Dowerline Deed #112	Downene Deach	 20000

\_\_\_\_\_ City:

Address: 3195 N Powerline Road #112	City: Pompano Beach	State: _FL Zip: _33069
Authorized Representative: Benjamin Wiser	Photo	one: 954-332-8181

- 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.

Description		CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Survey Layout & As-Builts	541370	\$ 248,075.00	1.433 9
			%
·			9/

# Work to be performed by CBE Firm

AFFIRMATION: I hereby	affirm that the information above is true and correct.
CBE Firm/Supplier Aut	horized Representative

Signature:	Title:	Manager		Date:	10/16/2018
Bidder/Offeror Authorized Representative					
Signature:	Title:	ASST	SECRETAR	Date:	10/17/18

<sup>&</sup>lt;sup>1</sup> Visit Census.gov and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>&</sup>lt;sup>2</sup> 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



## 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.: PNC 2117206C1

Project Title: Utility Analysis Zone 122

Bidder/Offeror Name: Man-Con, Inc.

Address: 3460 SW 11th Street	City: Deerfield Beach	
Authorized Representative: Michael Iacobelli	PI	none: 954-427-0230

# CBE Firm/Supplier Name: Betancourt Construction Inc.

Address: 10461 SW 16th Place	City: Davie	State: <u>FL</u> Zip: 33324
Authorized Representative: Michael Betancourt		Phone: 954-640-4400

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 <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Concrete Piles and Caps	237990	\$ 143,400.00	1.117 %
			%
			%

AFF	IRMATION: I hereby affirm that the inform	ation at	oove is true a	and correct.			CONSTR	11,
СВЕ	E Firm/Supplier Authorized Representati	ve				i de la compañía de	ORPORA	<u></u>
Sigr	nature: 510/3/18	_ Title: _	President		_ Date:	10/3/20	_SEAL	0 Z
Bide	der/Offeror Authorized Representative		and the first second at the second second			NA NA	2008	2
Sigr	nature:	_ _ Title: _	ASST	SECRETION	_ Date: _	10/18/1	S CORIU	, 1111 1111
				/			A MARTINE	

Rev.: June 2018

<sup>&</sup>lt;sup>1</sup> Visit <u>Census.gov</u> and select <u>NAICS</u> to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>&</sup>lt;sup>2</sup> 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.

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# STANDARD INSTRUCTIONS FOR VENDORS

(CONSTRUCTION PROJECTS)

The purpose of the following standard instructions are to properly guide Vendors in a preparing a solicitation response. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions.

The County provides digital versions of this solicitation for convenience. 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:

- 1.1. 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.
- 1.2. 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, a 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 obligation to the County. In the event a Vendor's statement is discovered to be false, Vendor is subject to debarment and the County may terminate any contract it has with a Vendor.
- 1.3. 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.
- 1.4. 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.
- 1.5. The Vendor agrees, if this bid is accepted, to contract with Broward County, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete Work within the time limits specified the covered by the Contract Documents for the Project.
- 2. Examination of Contract Documents and Site: It is the responsibility of each Vendor before submitting a solicitation response, to:
- 2.1. Examine the Contract Documents and all addenda thoroughly;
- 2.2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work;
- 2.3. Take into account federal, state and local laws, regulations, ordinances, and the Broward County Procurement Code that may affect costs, progress, performance, furnishing of the Work, or award;
- 2.4. Study and carefully correlate Vendor's observations with the Contract Documents;

- 2.5. Carefully review the Contract Documents and notify the COUNTY of all conflicts, errors or discrepancies in the Contract Documents of which Vendor knows or reasonably should have known; and
- 2.6. The submission of a bid shall constitute an incontrovertible representation by Vendor that Vendor has complied with the above requirements and that without exception, the bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 3. Addenda: Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda will be 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. Vendor shall submit all questions in writing, through BidSync, by the date and time listed in the system.
- 4. **Submission of Bids**: 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.
- 5. Bid Opening: 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.
- 6. **Cone of Silence Ordinance**: In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, after the advertisement of a 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. The Cone of Silence Ordinance further provides that after the bid opening for this solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding this solicitation with the County County Administrator, and their representatives are substantially restricted from communicating regarding this solicitation with the County County County Administrator, and their representatives are substantially restricted from communicating regarding this solicitation with the County County County Administrator, and their representatives are substantially restricted from communicating regarding this solicitation with the County Commissioners and their staff.
- 6.1. 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 upon bid opening for the solicitation.
- 6.2. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
- 6.3. Any violations of this ordinance by any member(s) of the responding firm or joint venture 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.
- 7. Acceptance or Rejection of Bids: The County reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one hundred and twenty (120) calendar days after bid opening date. A Vendor may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120)

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calendar days from the bid opening date. A Vendor may withdraw its bid after the expiration of one hundred and twenty (120) calendar days from the bid opening date by delivering written notice of withdrawal to the Purchasing Division prior to award of the Contract by the Board of County Commissioners or Director of Purchasing.

- 8. Waiver of Technicalities or Irregularities: The County reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids.
- 9. Determination of Award: Except where County exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by County to the responsible Vendor who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as County determines to be in its own best interests, and application of any preferences, as applicable.
- 10. Federal or State Grantor Agencies: If Project is funded by a Federal or State grantor agency, additional terms and conditions may be required by grantor agency. In the event of any discrepancy between the grantor agency's regulations and County's regulations, the more stringent regulations concerning the determination for award shall apply.
- 11. **Tie Bids**: If two or more Vendors are tied, the tie will be broken and the successful Vendor selected by criteria in accordance with the Broward County Procurement Code, Section 21.31.c.
- 12. Qualifications of Vendors: The County will only consider solicitation responses from firms normally engaged in performing the type of work specified within the Contract Documents. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. Refer to Special Instructions for Vendors for Additional Qualifications or Certification Requirements (if applicable). 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.
- 13. Occupational Health and Safety: 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.
- 14. Asbestos Containing Material in County Buildings: 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.
- 15. "Or Equal" Clause: Whenever a material, article or piece of equipment is identified in the Contract

#### Broward County Board of County Commissioners

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Documents including plans and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, County, through Consultant (if applicable), will have made its best efforts to name additional references. 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 Consultant, 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 Consultant.

- 16. **Protested Solicitation and Award**: Any protest over solicitation or award of this contract must be in accordance with the Broward County Procurement Code provisions relating to Pre-Litigation Resolution of Controversies. In accordance with Sections 21.118 and 21.119 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:
- 16.1. Any protest concerning the bid 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 bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.
- 16.2. Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the bid 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.
- 16.3. 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.
- 16.4. 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 bid 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 submitted by the protestor. If no contract bid 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:

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

The estimated contract amount shall be based upon the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the County's estimated

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contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners.

- 17. False Claims: In accordance with the County's False Claims Ordinance, Sections 1-276 1-287, Broward County Code of Ordinances, the successful Vendor must maintain, as a condition precedent to submitting a claim against the COUNTY, a final bid takeoff. The final bid takeoff shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the bid, in anticipation of the bid submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the county, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the County. "Bid Takeoff" means the final estimate, tabulation, or worksheet prepared by the contractor in anticipation of the bid submitted, and which shall reflect the final bid price. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION AND THE BROWARD COUNTY FALSE CLAIMS ORDINANCE.
- 18. **Battery Disposal**: The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
- 19. **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.
- 20. 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 corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.
- 21. Local Business Tax Receipt Requirements: All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Vendor should provide a copy of its Local Business Tax Receipt within three business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive. Local Business Tax Receipts will be required pursuant to Chapter 205.065, Florida Statutes. 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.
- 22. **Performance Evaluation**: At Final Completion, 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 also be submitted during construction 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. The evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

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

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#### 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.
  - 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: <a href="http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf">http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf</a>
  - 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 <a href="https://webapps4.broward.org/smallbusiness/sbdirectory.aspx">https://webapps4.broward.org/smallbusiness/sbdirectory.aspx</a>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <u>http://www.broward.org/EconDev/SmallBusiness/</u>
- 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,

#### Broward County Board of County Commissioners

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.

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#### Workforce Investment Program Requirements:

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

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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:

**Man-Con Incorporated** (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.

#### Anthony Mancini AUTHORIZED SIGNATURE/NAME

Assistant Secretary TITLE 10/08/2018 DATE Broward County Board of County Commissioners PNC2117206C1

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: MAN CON INC
- 2. Doing Business As/Fictitious Name (if applicable): MAN CON INC
- 3. Federal Employer I.D. no. (FEIN): 59-2547432
- 4. Dun and Bradstreet No.: 3460 SW 11TH STREET
- 5. Website address (if applicable): man-coninc@mancon.ws
- 6. Principal place of business address:
- 7. Office location responsible for this project: **3460 SW 11TH STREET** Deerfield Beach, FL 33442
- 8. Telephone no.: **954-427-0230** Fax no.: **954-427-8133**
- 9. Type of business (check appropriate box):
  - Corporation (specify the state of incorporation): FL
    - Sole Proprietor
    - Limited Liability Company (LLC)
    - Limited Partnership
    - General Partnership (State and County filled in) FL
    - ☐ Other Specify
- 10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

## Name: Anthony Mancini

#### Title: Assistant Secretary

#### E-mail: Anthonym@mancon.ws

Telephone No.: 9544270230

Name:

Title:

E-mail:

Telephone No.:

Generic e-mail address for purchase orders: man-coninc@mancon.ws

(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) Guy A. Mancini President
  - b) Jeffrey Mancini Vice Pres./Secretary

PNC2117206C1

#### c) Anthony Mancini - Asst. Secretary

- 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) N/A
  - b)
  - c)
- d)
- 13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.
- 14. Has your firm, its principals, officers or predecessor organization(s) ever been ☐ Yes ☑ No debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.
- 15. Specify the type of services or commodities your firm offers:

#### **Underground Utilities, Drainage, Roadways**

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

#### this solicitation? 33 Years

17.	Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?	🗹 Yes 🗌 No
18.	Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award.	☐ Yes
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	

N/A%.

d)

#### Broward County Board of County Commissioners

PNC2117206C1

- 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. Riviera Beach Ave H \$9,060,583.15

#### Rivera Beach Ave O \$7,482,407.40

- 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 attached equipment list

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: Install Underground Utilities, Drainage and Roadway Construction.

Contract/Project Title: Hillsboro Pines Neighborhood Improvement Project

PNC2117206C1

Broward County Board of County Commissioners

Agency: Broward County Water and Wastewater Services Contact Name/Title: Mr. Pat MacGregor / Expansion Project Administrator Contact Telephone: 954-831-0904 Email: PAMACGREGOR@broward.org Contract/Project Dates (Month and Year): 7/16 - 2/17 Contract Amount: \$6,224,207.12 Reference 2: Scope of Work: Install Underground Utilities, Drainage and Roadway Construction. Contract/Project Title: Taft St. to Atlanta Street from SR 7 to 66th Ave 13-5120 Agency: City of Hollywood, FL Contact Name/Title: Mr. Clece Aurelus / Engineering Support Services Manager Contact Telephone: 954-921-3995 Email: CAURELUS@hollywoodfl.org Contract/Project Dates (Month and Year): 7/15 - 9/16 Contract Amount: \$6,407,971.60

#### **Reference 3:**

Scope of Work: Install Underground Utilities, Drainage and Roadway Construction. Contract/Project Title: Central Seacrest Corridor Utility Improvements Agency: City of Boynton Beach, FL Contact Name/Title: Aaron Cutler - Mathews Consulting Contact Telephone: 561-655-6175 Email: ACutler@baxterwoodman.com Contract/Project Dates (Month and Year): 10/14 - 3/16 Contract Amount: \$8,541,401.44

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

Broward County Board of County Commissioners PNC2117206C1

**Telephone Number:** 

Vendor Name: Man Con, Incorporated

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## 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  $16-\frac{1}{2}$  -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).

Anthony Mancini	Assistant Secretary	10/8/2018
AUTHORIZED SIGNATURE/ NAME	TITLE	DATE

"我们是你们是我们是我们的。"

## 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).

Anthony Mancini	Assistant Secretary	10/08/2018
AUTHORIZED SIGNATURE/ NAME	TITLE	DATE

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## 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
- 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.

Anthony Mancini	Assistant Secretary	Man-Con Incorporated	10/08/2018
Authorized Signature/Name	Title	Vendor Name	Date

#### SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

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

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

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

1. Subcontracted Firm's Name: Trio Development Corporation

Subcontracted Firm's Address: 1701 NW 22 Ct., Pompano Beach, FL 33069

Subcontracted Firm's Telephone Number: 954-971-2288

Contact Person's Name and Position: Larry Shortz, President

Contact Person's E-Mail Address: larry@triodevelopment.com

Estimated Subcontract/Supplies Contract Amount: 664,000.00

Type of Work/Supplies Provided: Lift Station, Demolition, Generator

2. Subcontracted Firm's Name: E & A Wilson Painting Service, LLC

Subcontracted Firm's Address: 10758 NW 53rd St. Sunrise , FL 33351 Subcontracted Firm's Telephone Number: 954-748-6778

Contact Person's Name and Position: Art Wilson, Owner Contact Person's E-Mail Address: mailto:wilson\_painting@comcast.net

Estimated Subcontract/Supplies Contract Amount: 24,277.00

Type of Work/Supplies Provided: Coatings

- Subcontracted Firm's Name: Trinity Striping
   Subcontracted Firm's Address: 613 Cherry Road, West Palm Beach, FI 33409
   Subcontracted Firm's Telephone Number: 954-931-3168
   Contact Person's Name and Position: Ray Crickenberger, Owner
   Contact Person's E-Mail Address: raycrickenberger@gmail.com
   Estimated Subcontract/Supplies Contract Amount: 37,169.00
   Type of Work/Supplies Provided: Striping, Signage
- Subcontracted Firm's Name: United Concrete Products LLC Subcontracted Firm's Address: 8351 NW 93 St., Miami, FL 33166 Subcontracted Firm's Telephone Number: 305-885-8471 Contact Person's Name and Position: Al Savery Contact Person's E-Mail Address: ASavery@unitedconcreteproducts.com Estimated Subcontract/Supplies Contract Amount: 163,829.00 Type of Work/Supplies Provided: Pre-Cast Structures

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

Anthony Mancini	Asst. Secretary	Man-Con Incorporated	10/8/2018
Authorized Signature/Name	Title	Vendor Name	Date

## 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		Nethod
Sewer Trench Sewer Trench		9,802 LF	3.00 10.00	Sloping Trench Shie	
Sewer Trench		7,612 LF	10.00	Trench Shi	aid
Special Shoring, if applicable:		SQ. FT.			
Fixed Contract:					
Description	Unit of Measure LF LF		Unit Price	Ext. Price	Method
Special Shoring, if app	licable:	SQ. FT.	Unit Price	Ν	/lethod
			Total \$	105,526.00	
Anthony Mancini		Assistant	Man-Con Incorpo	orated	10/08/2018
Authorized Signature	e/Name	Secretary Title	Vendor Name	)	Date

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#### LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but 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.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist: Lobbyist's Firm: Phone: E-mail:

Name of Lobbyist: Lobbyist's Firm: Phone: E-mail:

#### Authorized Signature/Name: Anthony Mancini Date: 10/08/2018

**Title: President** 

Vendor Name: Man-Con Incorporated

## 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 

 $\checkmark$ Locally-Headquartered Business Local or Locally-Headquartered Business Address: 3460 SW 11th Street

#### Deerfield Beach, FL 33442

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

Anthony Mancini	Assistant Secretary	MAN CON INC	10/08/2018
AUTHORIZED SIGNATURE/ NAME	TITLE	COMPANY	DATE