

**Bid Tabulation Packet
for
Solicitation PNC2116172C1**

**McIntosh Security Checkpoint 4 Modification at Port
Everglades**

Bid Designation: Public



Broward County Board of County Commissioners

Broward County Board of
County Commissioners

Bid PNC2116172C1

Bid PNC2116172C1 McIntosh Security Checkpoint 4 Modification at Port Everglades

Bid Number PNC2116172C1
Bid Title McIntosh Security Checkpoint 4 Modification at Port Everglades

Bid Start Date Apr 2, 2018 6:45:53 PM EDT
Bid End Date May 16, 2018 2:00:00 PM EDT
Question & Answer End Date Apr 20, 2018 5:00:00 PM EDT

Bid Contact Danae Cohen-Ebanks
Purchasing
954-357-6317
dcohen@broward.org

Bid Contact Carolyn Messersmith
954-357-5857
cmessersmith@broward.org

Contract Duration One Time Purchase
Contract Renewal Not Applicable
Prices Good for 120 days
Pre-Bid Conference Apr 10, 2018 10:00:00 AM EDT

Attendance is optional
Location: Location: A pre-bid meeting will be held at Broward County Port Everglades Auditorium at 1850 Eller Drive Fort Lauderdale FL. 33316.

Site visit will be begin immediately after the pre-bid conference.

Attendance at this site visit/pre-bid conference is optional. This information session presents an opportunity for bidders to clarify any concerns regarding the bid requirements. The bidder is cautioned that, although the site visit/pre-bid conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the bidder(s) to have visited the site or to have attended the conference.

Job site visitation is strongly recommended; submission of a bid will be construed that the bidder is acquainted sufficiently with the work to be performed.

Bid Comments **Project Scope:**
Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for the McIntosh Security Checkpoint 4 Modification at Port Everglades to provide an additional outbound (northbound) lane, increasing the total northbound lanes to three, while maintaining the existing four inbound (southbound) lanes into the Southport section of Port Everglades.

This project is funded in part by a Transportation Regional Incentive Program (TRIP) through the State of Florida Department of Transportation.

Basis of Award:

Alternate item (Screen Cover & Mountings) may be awarded if determined to be in the best interest of the County and is subject to the availability of funds. The alternate item will be part of the evaluation for award. Contract shall be awarded by COUNTY to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid

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including alternate item as County determines to be in its own best interests

County/State License Requirements:

In order to be considered a responsive and responsible Vendor, Vendor shall possess one of the specified licenses, and meet the experience/qualifications, as referenced in the Special Instructions for Vendors.

Bid Guaranty:

Each submittal shall be accompanied by a bid guaranty in an amount equal to five percent (5%) of the Total Price. If submitting a bid bond, Vendor must submit with its response a bid bond in the form of the County's approved Bid Bond Form (link to County's Bid Bond Form is available in the Bid Bond, Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements section). Refer to the solicitation for additional information for the bid guaranty and payment and performance bonding requirements.

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. Vendors shall submit *all* questions or clarification inquiries through the Question and Answers (Q&A) section available in BidSync by the date and time referenced in the solicitation document (including any addenda). All responses will be addressed in the Q&A section. The County is not obligated to respond to any questions or clarification inquiries received after the listed deadline or received by means other than BidSync.

Submittals: Vendor **MUST** submit its solicitation response electronically and **MUST** confirm its submittal in order for the County to receive a valid response through BidSync. Vendors should not complete any of the documents included in the BCF 170; these will be completed and executed at a later date. 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 Apr 16, 2018:

DIVISION 1 – GENERAL REQUIREMENTS

Added SECTION 01 5526 TRAFFIC REGULATIONS

The following are changes (~~strikethrough removed~~; underlined bolded is added):

SECTION 01 2910 - MEASUREMENT AND PAYMENT

1.07 MAINTENANCE OF TRAFFIC (Bid Item No. 3)

A. See Section 015526 "Traffic Regulations" paragraph 1.6 A, and all other references to traffic control in this document and any regulatory requirements.

B. Payment for maintenance of traffic will be made at the lump sum price named in the Bid Schedule. Payment for maintenance of traffic will be made equal monthly amounts during the duration of the original contracted Substantial Completion contract time.

Added on May 8, 2018:

The following are changes (~~strikethrough removed~~; underlined bolded is added):

Specification and Requirements, SECTION 01 2910, MEASUREMENT AND PAYMENT

1.47 FURNISH AND INSTALL NEW ARM GATE (Bid Item No. 53)

A. Measurement for payment to furnish and install the arm gate will be based upon the actual quantity, each, of such feature built, all in accordance with the Contract Documents.

B. Payment to furnish and install the new arm gate will be made at the unit price, each, named in the Bid Schedule, which price shall constitute full compensation for the complete installation of the arm gate, including but not limited to its placement, wiring and its anchoring to the concrete structure per Contract documents.

C. Arm Gate Manufacturer: Magnetic AutoControl

Product: MAGSTOP TRAFFIC BARRIER / MIB 20 (12'long) / MLC CONTROLLER UNIT OR APPROVED EQUAL

Addendum # 1

New Documents	Addendum No. 1, SECTION 01 5526 TRAFFIC REGULATIONS.pdf
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Addendum # 2

Broward County Board of
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Bid PNC2116172C1

Previous End Date	May 2, 2018 2:00:00,PM EDT	New End Date	May 7, 2018 2:00:00 PM EDT
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Addendum # 3

Previous End Date	May 7, 2018 2:00:00 PM EDT	New End Date	May 16, 2018 2:00:00 PM EDT
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Addendum # 4

<p>Changes were made to the following items: Furnish and Install new Arm Gate</p>
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Item Response Form

Item PNC2116172C1--01-01 - MOBILIZATION: Mobilization
 Lot Description MOBILIZATION
 Quantity 1 lump sum
 Unit Price N/A
 Delivery Location Broward County Board of County Commissioners
Refer to Specifications and Requirements
 N/A
 N/A FL 33301
 Qty 1

Description
Refer to SECTION 01 2910 MEASUREMENT AND PAYMENT.

Item PNC2116172C1--02-01 - BOND AND INSURANCE: Bond and Insurance Premiums
 Lot Description BOND AND INSURANCE
 Quantity 1 lump sum
 Unit Price N/A
 Delivery Location Broward County Board of County Commissioners
Refer to Specifications and Requirements
 N/A
 N/A FL 33301
 Qty 1

Description
Refer to SECTION 01 2910 MEASUREMENT AND PAYMENT.

Item PNC2116172C1--03-01 - CIVIL WORK: Maintenance of Traffic
 Lot Description CIVIL WORK
 Quantity 1 lump sum
 Unit Price N/A
 Delivery Location Broward County Board of County Commissioners
Refer to Specifications and Requirements
 N/A

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KIEWIT INFRASTRUCTURE SOUTH CO.

Bid Contact **JOSEPH PAPITTO**
JOE.PAPITTO@KIEWIT.COM
Ph 954-835-2228

Address **1580 SAWGRASS CORPORATE PARKWAY**
SUITE 300
SUNRISE, FL 33323

Supplier Code VC0000016134

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PNC2116172C1-01-01		Supplier First Offer - \$20,000.00 MOBILIZATION: Product Mobilization Code:		1 / lump sum	\$20,000.00 Y Y

Bid Allowance \$210,000.00

Lot Total \$20,000.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PNC2116172C1-02-01	BOND AND INSURANCE: Bond and Insurance Premiums	Supplier First Offer - \$40,000.00 Product Code:		1 / lump sum	\$40,000.00 Y

Bid Allowance \$210,000.00

Lot Total \$40,000.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PNC2116172C1-03-01	CIVIL WORK: Maintenance of Traffic	Supplier First Offer - \$70,000.00 Product Code:		1 / lump sum	\$70,000.00 Y
PNC2116172C1-03-02	CIVIL WORK: Remove & Dispose of Existing Fence & Gates	Supplier First Offer - \$9.00 Product Code:		310 / linear foot	\$2,790.00 Y
PNC2116172C1-03-03	CIVIL WORK: Remove & Dispose of Existing Asphalt	Supplier First Offer - \$21.00 Product Code:		375 / square yard	\$7,875.00 Y
PNC2116172C1-03-04	CIVIL WORK: Remove & Dispose Existing Misc. Concrete (Median)	Supplier First Offer - \$100.00 Product Code:		190 / square yard	\$19,000.00 Y
PNC2116172C1-03-05	CIVIL WORK: Remove & Dispose of Existing Concrete Pavement	Supplier First Offer - \$60.00 Product Code:		1235 / square yard	\$74,100.00 Y

			Broward County Board of County Commissioners				PNC2116172C1
PNC2116172C1-03-06	CIVIL WORK: Remove & Dispose of Existing Concrete Curb	Supplier Product Code:	First Offer - \$12.00	1150 / linear foot	\$13,800.00		Y
PNC2116172C1-03-07	CIVIL WORK: Remove & Dispose of Existing Drainage Pipe (18 Inches)	Supplier Product Code:	First Offer - \$386.00	84 / linear foot	\$32,424.00		Y
PNC2116172C1-03-08	CIVIL WORK: Remove & Dispose of Existing Drainage Structures	Supplier Product Code:	First Offer - \$2,800.00	3 / each	\$8,400.00		Y
PNC2116172C1-03-09	CIVIL WORK: Remove & Dispose of Existing Jersey Barrier with Chain Link Fence	Supplier Product Code:	First Offer - \$123.00	260 / linear foot	\$31,980.00		Y
PNC2116172C1-03-10	CIVIL WORK: Remove & Dispose of Existing Impact Attenuator Assembly	Supplier Product Code:	First Offer - \$5,700.00	2 / each	\$11,400.00		Y
PNC2116172C1-03-11	CIVIL WORK: Remove Existing Pavement Markings & Signage	Supplier Product Code:	First Offer - \$5,000.00	1 / lump sum	\$5,000.00		Y
PNC2116172C1-03-12	CIVIL WORK: Remove / Replace / Relocate Existing Signs	Supplier Product Code:	First Offer - \$1,500.00	3 / each	\$4,500.00		Y
PNC2116172C1-03-13	CIVIL WORK: Prepare, Implement & Maintain Stormwater Pollution Prevention Plan	Supplier Product Code:	First Offer - \$40,000.00	1 / lump sum	\$40,000.00		Y
PNC2116172C1-03-14	CIVIL WORK:	Supplier	First Offer - \$12.00	1900 / square yard	\$22,800.00		Y

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	Furnish & Place	Product Code:	Supplier	First Offer -	Quantity	Price	
	Inches Stabilized Compacted Subgrade LBR 40						
PNC2116172C1-03-15	CIVIL WORK: Furnish & Place 12 Inches Compacted Limerock Base LBR 100	Supplier Product Code:		\$35.00	1900 / square yard	\$66,500.00	Y
PNC2116172C1-03-16	CIVIL WORK: Furnish & Place 4 Inches Asphalt in Two Lifts	Supplier Product Code:		\$39.00	1900 / square yard	\$74,100.00	Y
PNC2116172C1-03-17	CIVIL WORK: Furnish & Place 4 Inches Compacted Limerock Base LBR 100 (For concrete pavement)	Supplier Product Code:		\$19.00	1195 / square yard	\$22,705.00	Y
PNC2116172C1-03-18	CIVIL WORK: Furnish & Place 12 Inches Stabilized Subgrade LBR 40	Supplier Product Code:		\$12.00	1195 / square yard	\$14,340.00	Y
PNC2116172C1-03-19	CIVIL WORK: Furnish & Place 6 Inches Concrete Pavement (4,000 psi)	Supplier Product Code:		\$100.00	1195 / square yard	\$119,500.00	Y
PNC2116172C1-03-20	CIVIL WORK: Mill and Resurface portion of McIntosh Road	Supplier Product Code:		\$21.00	1700 / square yard	\$35,700.00	Y
PNC2116172C1-03-21	CIVIL WORK: Furnish & Place Pavement Restoration	Supplier Product Code:		\$18.25	300 / square yard	\$5,475.00	Y
PNC2116172C1-03-22	CIVIL WORK:	Supplier		\$0.90	875 / linear foot	\$787.50	Y

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	Furnish & Install	Product Code:				
PNC2116172C1-03-23	CIVIL WORK: Furnish & Install 6 Inches Solid Yellow Thermoplastic Striping	Supplier Product Code:	First Offer - \$1.80	750 / linear foot	\$1,350.00	Y
PNC2116172C1-03-24	CIVIL WORK: Furnish & Install 8 Inches Solid White Thermoplastic Striping	Supplier Product Code:	First Offer - \$1.00	1000 / linear foot	\$1,000.00	Y
PNC2116172C1-03-25	CIVIL WORK: Furnish & Install 12 Inches Solid White Thermoplastic Striping	Supplier Product Code:	First Offer - \$1.80	100 / linear foot	\$180.00	Y
PNC2116172C1-03-26	CIVIL WORK: Furnish & Install 18 Inches Solid White Thermoplastic Striping	Supplier Product Code:	First Offer - \$2.80	825 / linear foot	\$2,310.00	Y
PNC2116172C1-03-27	CIVIL WORK: Furnish & Install 24 Inches Solid White Thermoplastic Striping	Supplier Product Code:	First Offer - \$4.00	50 / linear foot	\$200.00	Y
PNC2116172C1-03-28	CIVIL WORK: Furnish & Install 6 Inches 10-30 Skip White Thermo. Striping	Supplier Product Code:	First Offer - \$0.90	1600 / linear foot	\$1,440.00	Y
PNC2116172C1-03-29	CIVIL WORK: Furnish & Install Reflective	Supplier Product Code:	First Offer - \$4.85	200 / each	\$970.00	Y

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Pavement Markers						
PNC2116172C1-03-30	CIVIL WORK: Relocate & Reconnect Existing Water Service / Meter	Supplier Product Code:	First Offer - \$3,500.00	1 / each	\$3,500.00	Y
PNC2116172C1-03-31	CIVIL WORK: Relocate & Reconnect Existing Backflow Preventer	Supplier Product Code:	First Offer - \$1,800.00	1 / each	\$1,800.00	Y
PNC2116172C1-03-32	CIVIL WORK: Furnish & Install Concrete Barrier Wall (FDOT Index #410) with Chain Link Fence	Supplier Product Code:	First Offer - \$215.00	195 / linear foot	\$41,925.00	Y
PNC2116172C1-03-33	CIVIL WORK: Furnish & Install Impact Attenuator (FDOT Index #S544)	Supplier Product Code:	First Offer - \$15,000.00	2 / each	\$30,000.00	Y
PNC2116172C1-03-34	CIVIL WORK: Repair Existing Impact Attenuator	Supplier Product Code:	First Offer - \$5,000.00	2 / each	\$10,000.00	Y
PNC2116172C1-03-35	CIVIL WORK: Furnish & Install 10 Feet Chain Link Fence	Supplier Product Code:	First Offer - \$80.00	310 / linear foot	\$24,800.00	Y
PNC2116172C1-03-36	CIVIL WORK: Furnish & Install 6 Inches Thick Concrete Median	Supplier Product Code:	First Offer - \$90.00	265 / square yard	\$23,850.00	Y
PNC2116172C1-03-37	CIVIL WORK: Furnish & Install Type F Curb & Gutter	Supplier Product Code:	First Offer - \$20.00	1110 / linear foot	\$22,200.00	Y
PNC2116172C1-03-38	CIVIL WORK:	Supplier	First Offer - \$140.00	68 / linear foot	\$9,520.00	Y

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	Furnish & Install 18 Inches RCP Class V Pipe	Product Code:				
PNC2116172C1-03-39	CIVIL WORK: Furnish & Install 4 Feet x 5.5 Feet Exfiltration Trench w/ 18 Inches Slotted RCP	Supplier Product Code:	First Offer - \$275.00	70 / linear foot	\$19,250.00	Y
PNC2116172C1-03-40	CIVIL WORK: Furnish & Install P-5 Inlet	Supplier Product Code:	First Offer - \$9,000.00	1 / each	\$9,000.00	Y
PNC2116172C1-03-41	CIVIL WORK: Furnish and Install P-6 Inlet	Supplier Product Code:	First Offer - \$5,000.00	2 / each	\$10,000.00	Y
PNC2116172C1-03-42	CIVIL WORK: Furnish & Install C-4 Catch Basin	Supplier Product Code:	First Offer - \$9,000.00	1 / each	\$9,000.00	Y
PNC2116172C1-03-43	CIVIL WORK: Furnish & Install M-5 Storm Manhole	Supplier Product Code:	First Offer - \$9,000.00	1 / each	\$9,000.00	Y
PNC2116172C1-03-44	CIVIL WORK: Core Drill & Connect to Existing Drainage Structure	Supplier Product Code:	First Offer - \$8,000.00	1 / each	\$8,000.00	Y
PNC2116172C1-03-45	CIVIL WORK: Convert Existing Curb Inlet Standard Inlet	Supplier Product Code:	First Offer - \$10,000.00	1 / each	\$10,000.00	Y
PNC2116172C1-03-46	CIVIL WORK: Cut & Reconnect Existing Drainage Pipe	Supplier Product Code:	First Offer - \$3,000.00	1 / each	\$3,000.00	Y

Bid Allowance \$210,000.00

Lot Total \$935,471.50

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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PNC2116172C1-04-01	Supplier ARCHITECTURAL WORK: Remove and Dispose of Existing Security Booth	Product Code:	First Offer - \$6,000.00	1 / each	\$6,000.00	Y
PNC2116172C1-04-02	Supplier ARCHITECTURAL WORK: Remove and Dispose of Existing Arm gate	Product Code:	First Offer - \$500.00	1 / each	\$500.00	Y
PNC2116172C1-04-03	Supplier ARCHITECTURAL WORK: Remove and Dispose of Existing Bollards	Product Code:	First Offer - \$350.00	2 / each	\$700.00	Y
PNC2116172C1-04-04	Supplier ARCHITECTURAL WORK: Furnish and Install new pre-fabricated security booth	Product Code:	First Offer - \$65,000.00	1 / each	\$65,000.00	Y
PNC2116172C1-04-05	Supplier ARCHITECTURAL WORK: Furnish and Install new Arm Gate	Product Code:	First Offer - \$7,000.00	1 / each	\$7,000.00	Y
PNC2116172C1-04-06	Supplier ARCHITECTURAL WORK: Furnish and Install new Bollards	Product Code:	First Offer - \$500.00	4 / each	\$2,000.00	Y
PNC2116172C1-04-07	Supplier ARCHITECTURAL WORK: Furnish and Install new Signage	Product Code:	First Offer - \$600.00	5 / each	\$3,000.00	Y
PNC2116172C1-04-08	Supplier ARCHITECTURAL WORK: Furnish and Install Elastomeric roof coating	Product Code:	First Offer - \$9.25	2822 / square foot	\$26,103.50	Y

Bid Allowance

\$210,000.00

Lot Total \$110,303.50

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attach.	Docs
PNC2116172C1-05-01	Supplier STRUCTURAL WORK	Product Code:	First Offer - \$100.00	756 / square foot	\$75,600.00	Y

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Remove &
Dispose
Existing
Concrete
Canopy
Section

PNC2116172C1-05-02	Supplier STRUCTURAL Product WORK Code: Furnish & Install Structural Steel Trusses	First Offer - \$160,000.00	1 / lump sum	\$160,000.00	Y
PNC2116172C1-05-03	Supplier STRUCTURAL Product WORK Code: Furnish & Install Steel Joists	First Offer - \$12,800.00	1 / lump sum	\$12,800.00	Y
PNC2116172C1-05-04	Supplier STRUCTURAL Product WORK Code: Furnish & Install Steel Deck	First Offer - \$4,000.00	1 / lump sum	\$4,000.00	Y
PNC2116172C1-05-05	Supplier STRUCTURAL Product WORK Code: Furnish & Place Structural Concrete	First Offer - \$5,500.00	1 / lump sum	\$5,500.00	Y
PNC2116172C1-05-06	Supplier STRUCTURAL Product WORK Code: Excavation for Guard Booth Concrete Barrier	First Offer - \$75.00	12 / cubic yard	\$900.00	Y
PNC2116172C1-05-07	Supplier STRUCTURAL Product WORK Code: Furnish & Place Concrete Guard Booth Concrete Barrier	First Offer - \$76,000.00	1 / lump sum	\$76,000.00	Y

Bid Allowance

\$210,000.00

Lot Total \$334,800.00

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Item #	Line Item Notes	Unit Price	Qty/Unit	Attch. Docs
PNC2116172C1-06-01	Supplier ELECTRICAL Product WORK Code: Demolition of Existing Electrical Conduit and Wiring	First Offer - \$1.00	500 / linear foot	\$500.00 Y
PNC2116172C1-06-02	Supplier ELECTRICAL Product WORK Code: Demolition of Existing Concrete Light Poles & Fixtures	First Offer - \$1,000.00	2 / each	\$2,000.00 Y
PNC2116172C1-06-03	Supplier ELECTRICAL Product WORK Code: Demolition of Existing Concrete Poles and CCTV Camera	First Offer - \$1,000.00	1 / each	\$1,000.00 Y
PNC2116172C1-06-04	Supplier ELECTRICAL Product WORK Code: Furnish and Install New Concrete Poles and light fixtures	First Offer - \$5,000.00	2 / each	\$10,000.00 Y
PNC2116172C1-06-05	Supplier ELECTRICAL Product WORK Code: Furnish and Install New Concrete Poles W/ CCTV Camera	First Offer - \$5,000.00	1 / each	\$5,000.00 Y
PNC2116172C1-06-06	Supplier ELECTRICAL Product WORK Code: Furnish and install new conduit and conductors to new light	First Offer - \$5.00	500 / linear foot	\$2,500.00 Y

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poles						
PNC2116172C1-06-07	Supplier	First Offer - \$10.00	1000 / linear foot	\$10,000.00		Y
	ELECTRICAL Product WORK Code:					
	Furnish and install new conduit and fiber optic cabling to new CCTV Camera poles					
PNC2116172C1-06-08	Supplier	First Offer - \$10.00	250 / linear foot	\$2,500.00		Y
	ELECTRICAL Product WORK Code:					
	Furnish and install new conduit to security booth and gate arm					
PNC2116172C1-06-09	Supplier	First Offer - \$3,000.00	8 / each	\$24,000.00		Y
	ELECTRICAL Product WORK Code:					
	Furnish and install new CCTV Cameras					
PNC2116172C1-06-10	Supplier	First Offer - \$2,000.00	4 / each	\$8,000.00		Y
	ELECTRICAL Product WORK Code:					
	Relocate Electronic Signage					
PNC2116172C1-06-11	Supplier	First Offer - \$300.00	12 / each	\$3,600.00		Y
	ELECTRICAL Product WORK Code:					
	Removal of Existing Light fixtures beneath canopy					
PNC2116172C1-06-12	Supplier	First Offer - \$1.00	500 / linear foot	\$500.00		Y
	ELECTRICAL Product WORK Code:					
	Removal of Existing conduit and wiring to existing light fixtures					

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PNC2116172C1-06-13	Supplier	First Offer - \$500.00	20 / each	\$10,000.00	Y
	ELECTRICAL Product	WORK Code:			
	Furnish and install new light fixtures beneath canopy				

PNC2116172C1-06-14	Supplier	First Offer - \$1.00	500 / linear foot	\$500.00	Y
	ELECTRICAL Product	WORK Code:			
	Furnish and install new conduit and conductors to new light fixtures				

Bid Allowance	\$210,000.00	Lot Total	\$80,100.00
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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2116172C1-07-01	ADD ALTERNATE: Screen Cover & Mountings	Supplier Product Code:	First Offer - \$39,000.00	1 / lump sum	\$39,000.00	Y

Bid Allowance	\$210,000.00	Lot Total	\$39,000.00
		Supplier Total	\$1,769,675.00

KIEWIT INFRASTRUCTURE SOUTH CO.

Item: MOBILIZATION: Mobilization

Attachments

- Attachment 1 Officer List.pdf
- Attachment 3 Debarment.pdf
- Attachment 4 Officer List for Multiple Organization.pdf
- Attachment 5 Current Projects.pdf
- Attachment 7 Similar Projects.pdf
- McIntosh Security Bid Bond.pdf
- Attachment 2 KISC Affiliates.pdf
- KISC FL Licenses_Exp 2018.pdf
- Broward County Tax Receipt.pdf
- Attachment 8 Litigation.pdf
- Attachment 6 - equipment list.pdf
- Attachment 9 - SUB-Supplier FORM.pdf

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KIEWIT INFRASTRUCTURE SOUTH CO.

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Vice President	Kevin R. Swaving
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Broward County Board of
County Commissioners

PNC2116172C1

**KIEWIT INFRASTRUCTURE SOUTH CO.
DEBARMENT**

In the late 1970s/early 1980s, six former affiliated companies (Peter Kiewit Sons' Co., Prairie States Construction Co., Missouri Valley Construction Co., South Prairie Construction Company, Big Horn Construction Company and Union Rock & Materials Corporation) of Kiewit Infrastructure South Co. were accused of engaging in bid-rigging activities. The above-referenced affiliated companies are no longer in existence and the subject employees are no longer employed or affiliated with the Kiewit companies. These bid rigging matters resulted in various debarments and/or suspension actions. All debarment/suspension actions were directed toward the offending companies, with the exception of the following:

1. On March 17, 1983, the Florida Department of Transportation revoked the Certificates of Qualification of Peter Kiewit Sons' Co. ("PKS Co.") (a company no longer in existence), Kiewit Eastern Co. (n/k/a Kiewit Infrastructure Co.) and Gilbert Corporation of Delaware, Inc. (n/k/a Kiewit Infrastructure South Co. Both companies were reinstated on April 13, 1983.
2. On December 18, 1981, the Georgia Department of Transportation suspended the prequalification of Gilbert Corporation of Delaware, Inc. (n/k/a Kiewit Infrastructure South Co.) Gilbert Corporation of Delaware, Inc. was reinstated and prequalified to bid on August 5, 1982.

Broward County Board of
County Commissioners

PNC2116172C1

ATTACHMENT 4

Name	Title
Kiewit Infrastructure Group Inc.	Shareholder - 100%
Cassels, Scott L.	President
Miles, David J.	Executive Vice President
Sanman, Randall P.	Executive Vice President
Sasich, Keith N.	Executive Vice President
Briggs, Craig A.	Senior Vice President
Carlsgaard, Terry J.	Senior Vice President
Carnazzo, Benjamin J.	Senior Vice President
Krumwiede, Christopher J.	Senior Vice President
Petersen, Shane T.	Senior Vice President
Swinton, Matt L.	Senior Vice President
Conrad, Bruce R.	Vice President
Cummings, Ricardo	Vice President
Groves, S. Van	Vice President
Hucks, Jr., Charles E.	Vice President
Kite, Gray D.	Vice President
Proskovec, John D.	Vice President
Schropp, Tobin A.	Vice President
Swaving, Kevin R.	Vice President
Thorn, Thomas A.	Vice President
Demulling, Trent M.	Vice President and Chief Financial Officer
Whetstine, Michael J.	Controller
Dulmaine, Jean	Assistant Controller
Thomas, Stephen S.	Treasurer
Norton, Michael F.	Secretary
Anderson, Gerald L.	Assistant Secretary
Boyle, Thomas J.	Assistant Secretary
Brilliant, Travis D.	Assistant Secretary
Campbell, Mark P.	Assistant Secretary
Cebulske, Jeffrey S.	Assistant Secretary
Christensen, Glenn D.	Assistant Secretary
Fibich, Donald J.	Assistant Secretary
Gilmore, J. Samuel	Assistant Secretary
Kampschneider, Dean J.	Assistant Secretary
O'Dell, David J.	Assistant Secretary
Weston, Donald E.	Assistant Secretary
Cassels, Scott L.	Director

ATTACHMENT 4

**The following companies, including Kiewit Infrastructure South Co., are affiliates
of Kiewit Infrastructure Group Inc.**

1. Kiewit Canada Group Inc.
9707 Franklin Avenue
Suite 206
Fort McMurray, AB T9H 2K1
2. Western Summit Constructors Inc.
160 Inverness Drive West
Suite 100
Englewood, CO 80112
3. Kiewit Southwest Co.
3888 E. Broadway Road
Phoenix, AZ 85040
4. Kiewit Infrastructure Co
8501 West Higgins Road
Suite 400
Chicago, IL 60631
5. Kiewit Infrastructure West Co.
13119 Old Denton Road
Fort Worth, TX 76177

Broward County Board of
County Commissioners

PNC2116172C1

ATTACHMENT 4

**The following companies are wholly owned subsidiaries of Kiewit
Infrastructure South Co.**

Kiewit Louisiana Co.

Kiewit Texas Co.

Kiewit Frontier Inc.

Consolidated Oilfield Services, Inc.

Kiewit Texas Construction LP

The principal address of the above companies is:

Kiewit Plaza

Omaha, NE 68131

Exhibit 5
Current Projects

5/17/2018

Bidsync

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Scope of Work	Contract / Project Title	Agency	Contact Name & Title / Telephone / Email	Contract /Project Dates (Month and Year)	Original Contract Price
Bridge rehabilitation of Camino Real Road / Boca Club Bridge over Intracoastal Waterway. Maintenance of pedestrian bridge, NPDES compliance, widening, bridge tender house relocation, new fender system, new equipment for the bridge, roadway approaches, clearing and grubbing, grading, sodding, signalization, asphalt pavement, sidewalk and parking area.	Camino Real Road	Palm Beach County Board of County Commissioners 2300 N. Jog Road West Palm Beach, FL 33411	Andres Atehortua - CEI- Project Administrator AE Engineering, Inc. 786-236-0791 aatehortua@aeengineeringinc.com	Sept' 17 thru April'19	\$ 8,891,975
Repair of Bridge Tender Facility of the NW 17th Avenue Bascule Bridge over the Miami River. Miami, FL	NW 17TH Avenue - Emergency Repair	Miami-Dade County - Public Works and Waste Management Dept. 111 NW 1st Street Suite 1410 Miami, Florida 33128	Frank Guyamler, PE 305-375-2930 Frank.Guyamier@miamidade.gov	June'17 thru Dec'17	\$ 305,180
Perform electrical, mechanical, hydraulic, structural, and architectural bridge rehabilitation construction services in addition to roadway resurfacing, striping, and maintenance of the traffic at Andrews Ave	Andrews Avenue Bridge	Broward County Board of County Commissioners 115 S. Andrews Avenue Ft. Lauderdale, FL 33301 Carolyn Messersmith - Purchasing Agent 954-357-5857	TBD	TBD	\$ 7,952,068

Broward County Board of
County Commissioners

PNC2116172C1

Broward County Board of
County Commissioners

PNC2116172C1

Scope of Work	Contract / Project Title	Agency / Contact Name / Title Contract / Phone / Email	Contract / Project Dates (Month and Year)	Contract Amount
Mechanical and Electrical Repairs to the E. Bascule Bridge, replace motors, brakes, switches, wiring, tread plates. Also include deck repairs of the concrete deck on Bridge Span #1.	E. Venetian Causeway Bridg Span#	Miami-Dade County- Public Works and Waste Management Dept 111 NW 1st Street, Suite 1410, Miami, Florida 33128 Manny Garcia, PE 305-375-2339 mg@miandade.gov	Aug'18 thru Aug'17	\$ 3,866,559
Install, maintain, relocate, and remove temporary/foaming turbidity barriers, temporary partial closure, temporary barriers, signs and barricades to pedestrian and vehicular traffic. Replace span lock assemblies, roadway grating, recondition bridge hydraulic cylinders, replace concrete corse, replace hydraulic cylinders, replace concrete corse, replace steel members, replace gate, F&J new steel cross branes on bridge leaves, F&J structural steel members for new span lock assemblies.	Miami Ave Bascule	Miami-Dade County 111 NW 1st Street, Suite 1410, Miami, Florida 33128 Frank Aza, PE - 305-375-2339 AzaF@miandade.gov	Feb'14 thru Feb'15	\$ 7,697,089
Bridge rehab and approach spans	Las Olas Bridge Rehab	Florida Department of Transportation 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 854-377-4091 Owner Rep - Finnock Consulting Enterprises, Inc. Contact Person - Arturo Perez - 786-251-4059 aperez@finnrock.com	April'13 thru June'14	\$ 6,072,286



BID BOND

BY THIS BOND, We Kiewit Infrastructure South Co., as Principal ("PRINCIPAL") and Travelers Casually and Surety Company of America, an entity duly organized under the laws of the State of Connecticut, as Surety ("SURETY"), are held and firmly bound unto Broward County ("COUNTY") in the sum of five percent (5%) of the Bid amount, for the payment of which PRINCIPAL and SURETY hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, as set forth herein.

WHEREAS, PRINCIPAL has submitted a bid for Bid No. PNC2116172C1, McIntosh Security Checkpoint 4 Modification at Port Everglades.

THE CONDITIONS OF THIS BOND are such that if COUNTY accepts the bid of PRINCIPAL and PRINCIPAL either:

- (1) enters into a contract with COUNTY in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (2) pays to COUNTY the difference, not to exceed the amount of the Bond, between the amount specified in said bid and such larger amount for which COUNTY may in good faith contract with another party to perform the Work covered by said bid,

THEN THIS OBLIGATION SHALL BE NULL AND VOID. However, if County accepts the bid of PRINCIPAL and PRINCIPAL fails to timely satisfy at least one of the conditions set forth above, then PRINCIPAL and SURETY, jointly and severally, shall be liable to COUNTY for the full sum of this Bond which shall be forfeited to COUNTY as liquidated damages, not a penalty, as a result of PRINCIPAL's failure to comply with the bid instructions and conditions, regardless of whether COUNTY ultimately decides to change the Project requirements or resolicit bids.

The remedies provided herein are not to be construed as COUNTY's exclusive remedies for PRINCIPAL's failure to enter into a contract with COUNTY, but shall be deemed supplemental to all remedies available to COUNTY at law or otherwise.

No right of action shall accrue on this Bond to or for the use of any person or entity other than COUNTY named herein.

Signed and sealed this 30th day of April, 2018.

[Signatures appear on following page]

BID BOND (continued)

Bid No. PNC2116172C1 McIntosh Security Checkpoint 4 Modification at Port Everglades

ATTEST:

T. Brilliant
Asst. Secretary

Travis D. Brilliant
(Print/Type Name)

(Corporate Seal)

Kiewit Infrastructure South Co.
(Name of Corporation)

By *Benjamin J. Carnazzo, Sr.*
(Signature and Title)

Benjamin J. Carnazzo, Sr. Vice President
(Print Name and Title Signed Above)

IN THE PRESENCE OF:

Zoran Joksimovic
Signature

ZORAN JOKSIMOVIC
(Print Name)

R. Ruff
Signature

Ryan Ruff
(Print Name)

SURETY: Travelers Casualty and Surety Company of America

By *Linda C. Rocha*
Agent and Attorney-in-Fact

Linda C. Rocha
(Print/Type Name)

Address: 2420 Lakemont Ave.
(Street)

Orlando, FL 32814
(City/State/Zip Code)

Telephone No.: 407-388-3264

Digitally signed by ZORAN JOKSIMOVIC
DN: cn=ZORAN JOKSIMOVIC, o=Kiewit Infrastructure South Co., email=z.joksimovic@kiewit.com, c=US
Date: 2015.04.23 10:08:39 -0400

	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company
---	--

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Linda C. Rocha of Orlando, Florida, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

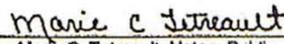
By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

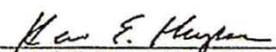
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of April, 2018




Kevin E. Hughes, Assistant Secretary

*To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.*

Broward County Board of
County Commissioners

PNC2116172C1

ATTACHMENT 2

**The following companies, including Kiewit Infrastructure South Co., are affiliates
of Kiewit Infrastructure Group Inc.**

1. Kiewit Canada Group Inc.
9707 Franklin Avenue
Suite 206
Fort McMurray, AB T9H 2K1

2. Western Summit Constructors Inc.
160 Inverness Drive West
Suite 100
Englewood, CO 80112

3. Kiewit Southwest Co.
3888 E. Broadway Road
Phoenix, AZ 85040

4. Kiewit Infrastructure Co.
8501 West Higgins Road
Suite 400
Chicago, IL 60631

5. Kiewit Infrastructure West Co.
13119 Old Denton Road
Fort Worth, TX 76177

Broward County Board of
County Commissioners

PNC2116172C1

ATTACHMENT 2

**The following companies are wholly owned subsidiaries of
Kiewit Infrastructure South Co.**

Kiewit Louisiana Co.
Kiewit Texas Co.
Kiewit Frontier Inc.
Consolidated Oilfield Services, Inc.
Kiewit Texas Construction LP

The principal address of the above companies is:

Kiewit Plaza
Omaha, NE 68131



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Broward County Board of
County Commissioners

PNC2116172C1

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

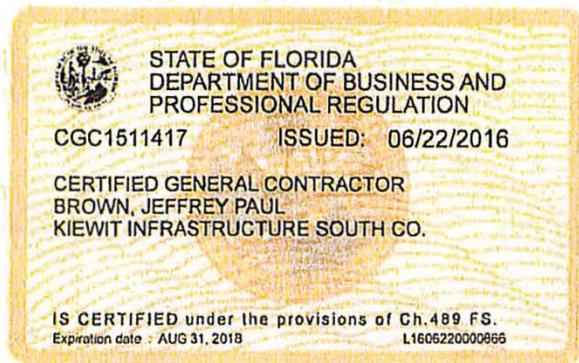
(850) 487-1395

BROWN, JEFFREY PAUL
KIEWIT INFRASTRUCTURE SOUTH CO.
3555 FARNAM STREET
OMAHA NE 68131

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

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

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



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
	CGC1511417

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

BROWN, JEFFREY PAUL
KIEWIT INFRASTRUCTURE SOUTH CO.
1000 KIEWIT PLAZA
OMAHA NE 68131

5/17/2018

ISSUED: 06/22/2016

DISPLAY AS REQUIRED BY LAW

BidSync

SEQ # L160622000866

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Broward County Board of
County Commissioners

PNC2116172C1

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

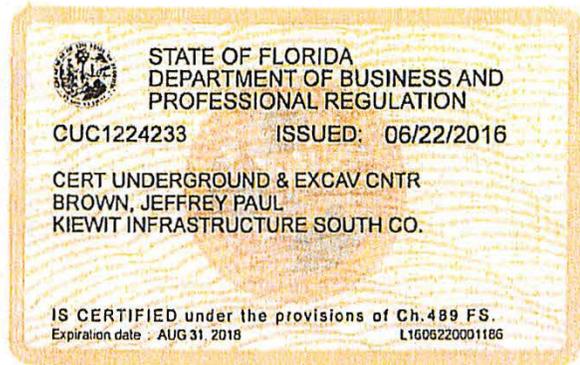
(850) 487-1395

BROWN, JEFFREY PAUL
KIEWIT INFRASTRUCTURE SOUTH CO.
1000 KIEWIT PLAZA
OMAHA NE 68131

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

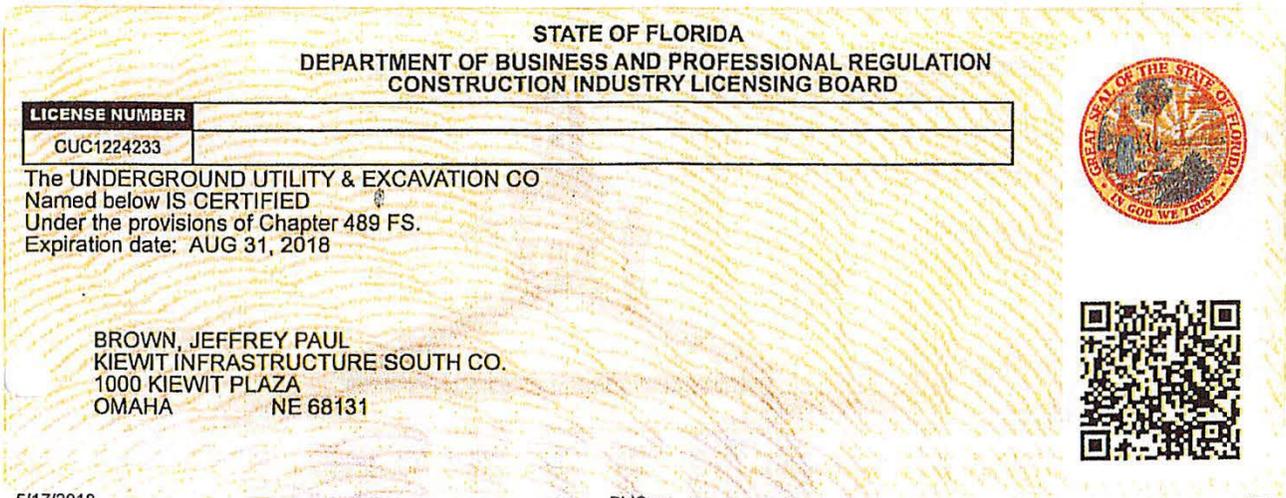
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RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



5/17/2018

ISSUED: 06/22/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606220001186

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Broward County Board of
County Commissioners

PNC2116172C1

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

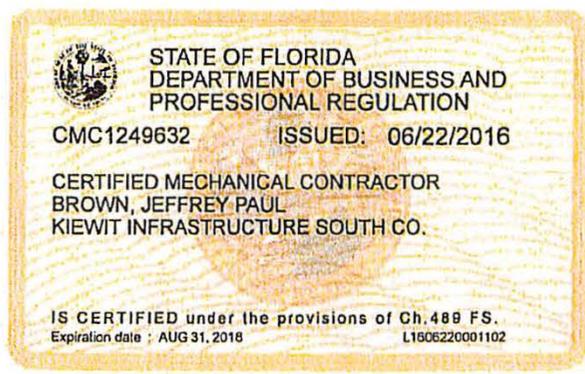
(850) 487-1395

BROWN, JEFFREY PAUL
KIEWIT INFRASTRUCTURE SOUTH CO.
1000 KIEWIT PLAZA
OMAHA NE 68131

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DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER
CMC1249632

The MECHANICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

BROWN, JEFFREY PAUL
KIEWIT INFRASTRUCTURE SOUTH CO.
1000 KIEWIT PLAZA
OMAHA NE 68131

5/17/2018

ISSUED: 06/22/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606220001102

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Broward County Board of
County Commissioners

PNC2116172C1

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

BROWN, JEFFREY PAUL
KIEWIT INFRASTRUCTURE SOUTH CO.
1000 KIEWIT PLAZA
OMAHA NE 68131

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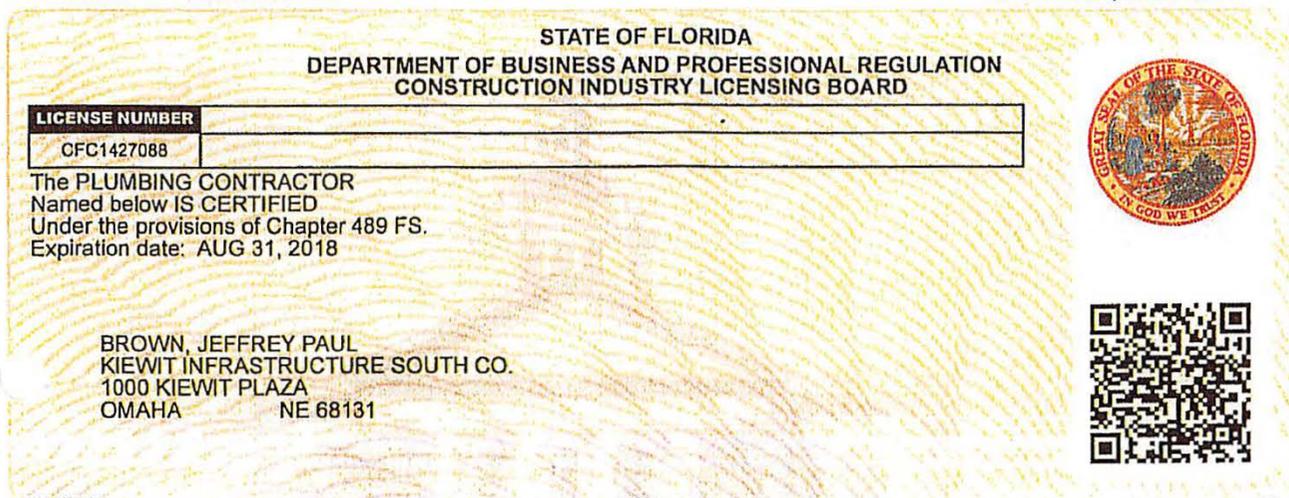
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DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



5/17/2018

ISSUED: 06/22/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606220000782

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16172C1

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LOCAL BUSINESS TAX RECEIPT

RECEIPT EXPIRES: September 30, 2017

BUSINESS NAME: KIEWIT INFRASTRUCTURE SOUTH CO
LOCATION ADDRESS: 1580 SAWGRASS CORPORATE PKWY 300
ISSUE DATE: August 17, 2016
EXPIRATION DATE: September 30, 2017

TAX RECEIPT NUMBER: 17-00022352
BUSINESS CLASS: CONTRACTOR - GC
CONTROL NUMBER: 0023422

BUSINESS TAX	273.39
PENALTY	0.00
ADDITIONAL CHARGES TOTAL	545.33
TOTAL	818.72

<i>Additional Charges Breakdown.....</i>		
ANNUAL FIRE INSPECTION	266.94000 X 1.00 =	266.94
TECHNOLOGY FEE	5.00000 X 1.00 =	5.00
SERVICE BUSINESS 13-20	273.39000 X 1.00 =	273.39

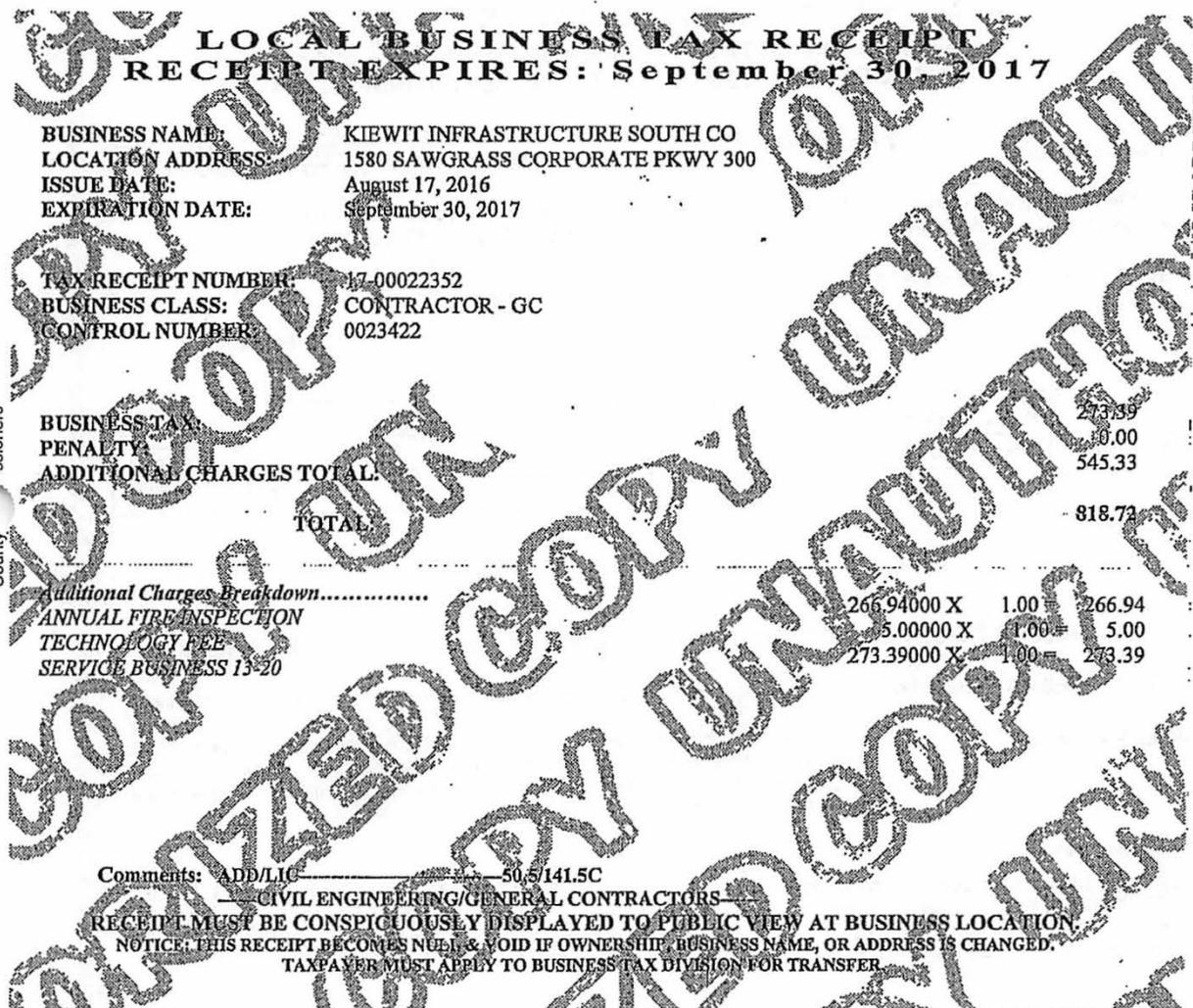
Comments: ADD/LIC _____ 50,5141.5C

CIVIL ENGINEERING/GENERAL CONTRACTORS
RECEIPT MUST BE CONSPICUOUSLY DISPLAYED TO PUBLIC VIEW AT BUSINESS LOCATION.
NOTICE: THIS RECEIPT BECOMES NULL & VOID IF OWNERSHIP, BUSINESS NAME, OR ADDRESS IS CHANGED.
TAXPAYER MUST APPLY TO BUSINESS TAX DIVISION FOR TRANSFER.

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Broward County Board of Commissioners

BidSync



5/17/2018

5/17/2018

Project related litigation in which Kiewit Infrastructure South Co. or its subsidiaries have been involved in the past three years

ATTACHMENT 8

Party	Case Number, Name and Date Filed	Name of Court or other Tribunal	Type of Case	Brief description of the subject matter and project involved	Disposition
<i>Parent, subsidiary or predecessor? No</i>					
Defendant	62014CA008094XXXXMAC; Coastal Construction Products, Inc. v. C. Slagter Construction, Inc., Travelers Casualty and Surety Company of America, Kiewit Infrastructure South Co.; 11/19/14	Duval County Circuit Court	Civil	Lawsuit by Coastal Construction Products, Inc., a supplier to a subcontractor of Kiewit, demanding payment of alleged monies due in connection with Bear Cut Bridge on the Richenbacher Causeway within-in Miami-Dade County, Florida. Project: 23758 Bear Cut Bridge	Judgment in favor of Vendor
<i>Parent, subsidiary or predecessor? Subsidiary</i>		<i>Name: Kiewit Louisiana Co.</i>			
Plaintiff	2015CV637712; Kiewit Louisiana Co., Massman Construction Co., and Traylor Bros., Inc., a Joint Venture and Barriere Construction Co., L.L.C. v State of Louisiana, through The Department of Transportation and Development; 3/9/15	19th Judicial District Court, Parish of East Baton Rouge	Civil	Lawsuit against Louisiana DOTD alleging breach of contract including defective design and differing site conditions in connection with the Huey P. Long Bridge Project at U.S. Highway 90 in New Orleans, Louisiana. Project: 22055 Huey P. Long	Settlement
Defendant	15-cv-1818(A)(1); United States for the use and Benefit of Cash Flow Resources, LLC, vs. PCCP Constructors, et al.; filing date unavailable	United States District Court for the Eastern District of LA	Civil	Lawsuit by second-tier factoring company to perfect Miller Act bond claim alleging amounts in connection with the PCCP Project in New Orleans, Louisiana. Project: 102031 Permanent Canal Closures and Pumps	Settlement
Plaintiff	61183; PCCP Constructors JV-Appeal of PCO-69 (Cathodic Protection); 5/25/17	Armed Services Board of Contract Appeals	Administrative	Lawsuit against the Department of the Army, United States Army Corps of Engineers ("USACE") alleging amounts owed as a result of USACE's direction to perform additional work outside of the contract in connection with the Permanent Canal Closures and Pumps project in New Orleans, Louisiana. Project: 102031 Permanent Canal Closures and Pumps	Pending
Plaintiff	61235; PCCP Constructors JV-Appeal of PCO-36 (DSC); 6/27/17	Armed Services Board of Contract Appeals	Administrative	Lawsuit against the Department of the Army, United States Army Corps of Engineers ("USACE") alleging amounts owed as a result of PCCP JV encountering differing site conditions in connection with the Permanent Canal Closures and Pumps project in New Orleans, Louisiana. Project: 102031 Permanent Canal Closures and Pumps	Pending
Plaintiff	61288; PCCP Constructors JV-Appeal of PCO-67 (Riprap/Hydraulic Design); 8/24/17	Armed Services Board of Contract Appeals	Administrative	Lawsuit against the Department of the Army, United States Army Corps of Engineers ("USACE") alleging amounts owed as a result of USACE's direction to perform additional work outside of the contract in connection with the Permanent Canal Closures and Pumps project in New Orleans, Louisiana. 102031 Permanent Canal Closures and Pumps	Pending
Plaintiff	Docket # unavailable; PCCP Constructors JV-Appeal of PCO-94 (D/T Issue with Pile); Filing date unavailable	Armed Services Board of Contract Appeals	Administrative	Appeal of PCO 94. Project: 102031 Permanent Canal Closures and Pumps	Pending
Plaintiff	Docket # unavailable; PCCP Constructors JV-PCO-111 REA (Delay and Disruption); Filing date unavailable	Armed Services Board of Contract Appeals	Administrative	Contract claim. Project: 102031 Permanent Canal Closures and Pumps	Pending
<i>Parent, subsidiary or predecessor? Subsidiary</i>		<i>Name: Kiewit Texas Construction L.P.</i>			
Defendant	2011-DCL-01922; Tres D's Tierras, LLC v Kiewit Texas Construction, LP; 3/18/11	U. S. District Court, Texas, Cameron County	Civil	Lawsuit by property landowner alleging damage to landowner's property. Project: 12628 Border Fence O Projects	Settlement
Defendant	JP0315SC00021527; Hasina Jiwani, Pltf. vs. Kiewit Texas Construction, LP, etc., Dft. Name discrepancy noted; 3/27/15	Justice Court - Precinct Three, TX	Civil	Lawsuit by property owner alleging personal property damage in connection with the DFW Connector Project in Grapevine TX. Project: 13006 DFW Connector	Settlement
Defendant	70-20-1300-0340; CF JORDAN CONSTRUCTION, L.L.C., Claimant v. HOUSTON RAPID TRANSIT, JV Respondent v. WEBBCO FABRICATION, INC., And L. MOBLEY CONCRETE CONSTRUCTION, Cross-Respondents; Filing date unavailable	American Arbitration Association	Administrative	Arbitration proceedings initiated by CF Jordan alleging wrongful termination for default and counterclaim asserted by HRT alleging their termination for default was lawful and in accordance with the Subcontract provisions in connection with the Houston Metro Project in Houston, Texas. Project 13002 Houston Metro	Judgment against vendor; Satisfied

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PNC2116172C1

Attachment 6 – Equipment List

**Broward County – McIntosh Security Checkpoint 4 Modification
Bid PNC 2116172C1**

F-150 PICK UP TRUCK
F-250 PICK UP TRUCK
185 CFM COMPRESSOR
15 KW LIGHT PLANT
400 AMP WELDER
TELEHANDLER – LOADER
140G Motor Grader
Small Dozer
Rough Terrain CRANE 60TN HYDR
60" Roller
SKID STEER (BOBCAT S450)
BOOM LIFT (GENE S-40)

Attachment 9 – Subcontractors / Subconsultants / Suppliers Requirement Form

Broward County – McIntosh Security Checkpoint 4 Modification
Bid PNC 2116172C1

Subcontracted Firm's Name:	Rinker Materials
Subcontracted Firm's Address:	13100 NW 118 th Ave., Miami, FL 33178
Subcontracted Firm's Telephone Number:	305-822-8191
Contact Person's Name and Position	Stephen Alexander, Sales
Contact Person's E-Mail Address	Stephen.alexander@rinkerpipe.com
Estimated Subcontract/Supplies Contract Amount:	\$2,200
Type of Work/Supplies Provided:	RCP Pipe

Subcontracted Firm's Name:	ACME Barricades LC
Subcontracted Firm's Address:	9800 Normandy Blvd Jacksonville, FL 32221
Subcontracted Firm's Telephone Number:	954-321-8205
Contact Person's Name and Position	Tom Brady, South Florida Regional Manager
Contact Person's E-Mail Address	Tbrady@acmebarricades.com
Estimated Subcontract/Supplies Contract Amount:	\$38,000
Type of Work/Supplies Provided:	Maintenance of Traffic and Attenuators

Subcontracted Firm's Name:	Old Castle Precast
Subcontracted Firm's Address:	2140 Pondella Rd., Cape Coral, FL 33909
Subcontracted Firm's Telephone Number:	239-574-8896
Contact Person's Name and Position	Maryanne Siurano, Sales
Contact Person's E-Mail Address	2140 Pondella Rd.
Estimated Subcontract/Supplies Contract Amount:	11,000
Type of Work/Supplies Provided:	Precast Inlets and Manholes

Subcontracted Firm's Name:	Supermix
Subcontracted Firm's Address:	11500 NW 134 th Street, Medly FL 33178
Subcontracted Firm's Telephone Number:	305-262-3250
Contact Person's Name and Position	Roy MacRobert, VP
Contact Person's E-Mail Address	rmacrobert@supermix.com
Estimated Subcontract/Supplies Contract Amount:	\$30,000
Type of Work/Supplies Provided:	Ready Mix Concrete

Attachment 9 – Subcontractors / Subconsultants / Suppliers Requirement Form

Broward County – McIntosh Security Checkpoint 4 Modification Bid PNC 2116172C1

Subcontracted Firm's Name:	CMC Rebar Florida
Subcontracted Firm's Address:	1755 Avenue A Kissimmee, FL 34529
Subcontracted Firm's Telephone Number:	904-695-4884
Contact Person's Name and Position	Mike Jordan, Sales
Contact Person's E-Mail Address	Mike.jordan@cmc.com
Estimated Subcontract/Supplies Contract Amount:	\$4,000
Type of Work/Supplies Provided:	Rebar

Subcontracted Firm's Name:	Mardan Fabrication, Inc.
Subcontracted Firm's Address:	41249 Irwin Dr., Harrison Township, MI 48045
Subcontracted Firm's Telephone Number:	800-882-5820
Contact Person's Name and Position	Evan Orłowsky, Sales
Contact Person's E-Mail Address	Evano@MardanFab.com
Estimated Subcontract/Supplies Contract Amount:	\$32,000
Type of Work/Supplies Provided:	Prefabricated Guard Booth

Subcontracted Firm's Name:	Southeastern Construction
Subcontracted Firm's Address:	1150 Pebbledale Rd., Mulberry, FL 33860
Subcontracted Firm's Telephone Number:	863-428-1511 x 281
Contact Person's Name and Position	David Batts, Sales
Contact Person's E-Mail Address	DrBatts@Secm.co
Estimated Subcontract/Supplies Contract Amount:	\$117,000
Type of Work/Supplies Provided:	Furnish Steel Canopy, Joists, and Decking

Subcontracted Firm's Name:	Carlson Fence, Inc.
Subcontracted Firm's Address:	8491 NW 64 th St., Miami, FL 33166
Subcontracted Firm's Telephone Number:	305-593-8590
Contact Person's Name and Position	Eric Davis, Sales
Contact Person's E-Mail Address	Eric@CarlsonFence.com
Estimated Subcontract/Supplies Contract Amount:	\$41,000
Type of Work/Supplies Provided:	Furnish and Install Fence

Attachment 9 – Subcontractors / Subconsultants / Suppliers Requirement Form

**Broward County – McIntosh Security Checkpoint 4 Modification
Bid PNC 2116172C1**

Subcontracted Firm's Name:	Allied Trucking of Florida
Subcontracted Firm's Address:	10741-10761 NW 89 th Avenue Hialeah Gardens, FL 33018
Subcontracted Firm's Telephone Number:	786-251-7966
Contact Person's Name and Position	Juan Diego, Sales
Contact Person's E-Mail Address	jdalfonso@alliedtk.com
Estimated Subcontract/Supplies Contract Amount:	\$16,000
Type of Work/Supplies Provided:	Trucking – Demo

Subcontracted Firm's Name:	Austin Tupler Trucking, Inc.
Subcontracted Firm's Address:	6570 SW 47 th Ct., Davie, FL 33314
Subcontracted Firm's Telephone Number:	954-583-0801
Contact Person's E-Mail Address	TuplerEstimating@BellSouth.net
Estimated Subcontract/Supplies Contract Amount:	\$30,000
Type of Work/Supplies Provided:	Aggregates

Subcontracted Firm's Name:	Rapid Milling & Paving, LLC
Subcontracted Firm's Address:	1014 Congress Ave. Palm Springs, FL 33406
Subcontracted Firm's Telephone Number:	561-517-8417
Contact Person's Name and Position	Alejanda
Contact Person's E-Mail Address	Alejandra@rapidmp.com
Estimated Subcontract/Supplies Contract Amount:	\$78,000
Type of Work/Supplies Provided:	Asphalt

Subcontracted Firm's Name:	P&J Striping, Inc.
Subcontracted Firm's Address:	9800 NW South River Drive, Miami FL 33166
Subcontracted Firm's Telephone Number:	305-364-5671
Contact Person's Name and Position	Jackie
Contact Person's E-Mail Address	jackie@pjstriping.com
Estimated Subcontract/Supplies Contract Amount:	\$14,000
Type of Work/Supplies Provided:	Striping

Subcontracted Firm's Name:	Florida Electrical Group, Inc.
Subcontracted Firm's Address:	9703 S Dixie Hwy, Suite 118, Miami, FL 33156
Subcontracted Firm's Telephone Number:	305-879-6998
Contact Person's Name and Position	Sebastian Borges, Sales
Contact Person's E-Mail Address	sborges@feg-elec.com
Estimated Subcontract/Supplies Contract Amount:	\$69,000
Type of Work/Supplies Provided:	Electrical

**SPECIAL INSTRUCTIONS FOR VENDORS
(CONSTRUCTION PROJECT)
McIntosh Security Checkpoint 4 Modification at Port Everglades**

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 and modification of:

The existing security checkpoint on McIntosh Road in order to provide an additional outbound (northbound) lane, increasing the total northbound lanes to three, while maintaining the existing four inbound (southbound) lanes into the Southport section of Port Everglades. The project will reconfigure the checkpoint by removing the concrete canopy and supporting columns over the easternmost inbound lane and construct a new section to the west of the existing canopy to accommodate the new lane to the west, therefore maintaining the four inbound lanes. In addition to the structural modifications, the work requires demolition and reconstruction of roadway medians; repaving and restriping of the roadway; modification to the drainage system; realignment of barrier walls and fencing; relocation to roadway and canopy lighting; removal of a checkpoint security booth and replacement with a new booth in the newly constructed lane; replacement of checkpoint security equipment and electronics; and relocation of checkpoint signage.

The work is located at Checkpoint 4 on McIntosh Road, Port Everglades, Florida 33316

B. Inspecting and Obtaining Contract Documents:

The Contract Documents are available electronically for download through BidSync (free of charge).

C. Office of Economic and Small Business Development (OESBD) Requirements:

Not applicable to this solicitation.

D. Federal Transit Administration Requirements:

Not applicable to this solicitation.

E. 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

**COUNTY: CERTIFIED BUILDING CONTRACTOR CLASS "A"
(Must be registered with the State)**

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

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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 corporation or partnership, the Vendor must obtain the authority to conduct business in the State of Florida. 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 from the Purchasing Division's website at: www.broward.org/purchasing.

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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.

G. Public Bid Disclosure Act:

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

The using agency will be responsible for paying for any and all permits, licenses, and fees imposed on the Work by agencies of the Broward County Commission. This does not alleviate the Vendor from obtaining the permits.

Licenses, permits and fees which may be required by The State of Florida, State Agencies or by other local governmental entities are not included in the above list.

H. 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.

I. 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.

J. Allowance and Permits:

The solicitation includes an allowance amount for the below items:

Agencies other than Broward County Permit Fees	\$50,000
Unforeseen Underground Utilities	\$150,000
(ID) Badges and Security Fees	\$10,000

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 or permit.
 - 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.
 - e. Allowance for Parts on a Pass Thru: Vendor must charge the County the same invoice prices as it is charged by its suppliers. A copy of the Vendor's invoice(s) from supplier(s) for approved parts and materials shall be submitted with the Vendor's invoice for payment. In cases where the Vendor manufactures its own parts, Vendor will charge the County a price no higher than it charges its most favored customer.
- K. **Bid Bond:** A Vendor must submit with its response a bid bond in the form of the County's approved Bid Bond Form, including all substantive terms set forth therein, which shall be executed by a surety company meeting the 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: www.broward.org/Purchasing/Pages/StandardTerms.aspx, 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 [Bid Guaranty – Unconditional Letter of Credit](#), treasurer's check or bank draft of any national or state bank (United States). A personal check or a company check of a Vendor is not a valid bid 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 15 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 [Surety 2000](#). Vendors, bonding agents, and surety companies must register with Surety 2000 to use the service; contact [Surety 2000](#) to find out information regarding their service (www.surety2000.com or 800-660-3263).
 - 1) 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 www.broward.org/Purchasing/Pages/Registration.aspx 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 BidSync; 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

Bid Bond, Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements:

- A. **Bid Bond:** A Vendor must submit with its response a bid bond in the form of the County's approved Bid Bond Form, including all substantive terms set forth therein, which shall be executed by a surety company meeting the **Qualifications of Surety Requirements**. Failure to submit a bid bond by the solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive. A copy of the County-approved **Bid Bond Form** may be found at: www.broward.org/Purchasing/Pages/StandardTerms.aspx, under the section "Standard Guaranty and Bond Forms".
- B. **Bid Guaranty:** In lieu of a bid bond, the following will be acceptable: cash, money order, certified check, cashier's check, an original **Bid Guaranty – Unconditional Letter of Credit**, treasurer's check or bank draft of any national or state bank (United States). A personal check or a company check of a Vendor is not a valid bid 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 15 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.
 - a. To submit an electronic bid bond, Vendor must submit through BidSync, using Surety 2000. Vendors, bonding agents, and surety companies must register with Surety 2000 to use the service; contact Surety 2000 to find out information regarding their service (www.surety2000.com or 800-660-3263).
 - i. The Vendor must provide their bonding agent with Broward County's vendor identification number for Surety 2000 (P06145037) and its "Supplier identifier" number. The Vendor's individual Supplier identifier number is available on the Details tab in BidSync (Bid Bond: See bid bond information).
 - ii. The bonding agent can then provide a Bid Bond Number for the Vendor to import into BidSync.
 - iii. For detailed instructions on submitting an electronic bid bond, visit Vendor Registration page at www.broward.org/Purchasing/Pages/Registration.aspx and select "How to Submit an electronic bid bond?"
 - iv. Broward County reminds Vendors to allow enough time to secure a bid bond and submit electronically in case there are any errors or issues. If there are errors during the import process, check all identification numbers. Contact Surety 2000 for additional assistance.
 - v. An original bid bond will not be required when the bid bond is submitted electronically through Surety 2000.

Broward County Board of
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c. The surety company shall have at least the following minimum ratings:

Amount of Bond		Surety Ratings	Financial Size Category
\$500,001	to \$1,000,000	A, A-	Class I
\$1,000,001	to \$2,000,000	A, A-	Class II
\$2,000,001	to \$5,000,000	A	Class III
\$5,000,001	to \$10,000,000	A	Class IV
\$10,000,001	to \$25,000,000	A	Class V
\$25,000,001	to \$50,000,000	A	Class VI
\$50,000,001	to or more	A	Class VII

2. For projects which do not exceed \$500,000, the County shall accept a Bid Bond and Performance and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.
3. If the surety company fails to meet the minimum standards, a bond from a surety that meets the minimum standards must be provided to satisfy the bonding requirements.

Broward County Board of
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Bid PNC2116172C1

- b. 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

C. **Performance and Payment Guaranties:** within 15 calendar days of being notified of the award of contract, Vendor shall furnish the referenced Performance Bond and a Payment Bond containing all the provisions of the Performance Bond Form and Payment Bond Form.

1. The bonds shall be in the amount of one hundred percent (100%) of the contract amount guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such bond(s) shall be with a surety company which is qualified pursuant to the section, Qualifications of Surety.
2. Each bond shall continue in effect for one year after completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract price, or an additional bond shall be conditioned that the Vendor will upon notification by the County, correct any defective or faulty work or materials which appear within one year after completion of the Contract.
3. Pursuant to the requirements of Section 255.05(1), Florida Statutes, Vendor shall ensure that the bonds referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.
4. In lieu of the performance and payment bond, Vendor may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashier's check or an original Irrevocable Letter of Credit as reflected on the County's form. Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by the County for one year after completion and acceptance of the work.
5. The Vendor is required at all times to have valid Performance and Payment Guaranties (or other approved security) in force covering the work being performed.
6. The Vendor agrees to keep such Guaranties (or other security) in effect for the duration of the contract. If the contract is extended or renewed, it shall be subject to the same bonding (or other approved security) requirements.

D. **Qualifications of Surety Requirements:** A bid bond performance bond, and payment bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five years.

1. In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:
 - a. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revision. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 DFR Section 223.10 Section 223.11). Further, the surety company shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.
 - b. The surety company shall hold a current Certificate of Authority with the Florida Office of Insurance Regulation.

Supplier: **KIEWIT INFRASTRUCTURE SOUTH CO.**

**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

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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 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) 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

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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 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

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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 which 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:

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

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

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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 corporation or partnership, the Vendor must obtain the authority to conduct business in the State of Florida. 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-responsive. 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 from the Purchasing Division's website at: www.broward.org/purchasing.

Supplier: KIEWIT INFRASTRUCTURE SOUTH CO.

Bid Bond, Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements:

- A. **Bid Bond:** A Vendor must submit with its response a bid bond in the form of the County's approved Bid Bond Form, including all substantive terms set forth therein, which shall be executed by a surety company meeting the **Qualifications of Surety Requirements**. Failure to submit a bid bond by the solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive. A copy of the County-approved **Bid Bond Form** may be found at: www.broward.org/Purchasing/Pages/StandardTerms.aspx, under the section "Standard Guaranty and Bond Forms".
- B. **Bid Guaranty:** In lieu of a bid bond, the following will be acceptable: cash, money order, certified check, cashier's check, an original **Bid Guaranty – Unconditional Letter of Credit**, treasurer's check or bank draft of any national or state bank (United States). A personal check or a company check of a Vendor is not a valid bid 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 15 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.
 - a. To submit an electronic bid bond, Vendor must submit through BidSync, using Surety 2000. Vendors, bonding agents, and surety companies must register with Surety 2000 to use the service; contact Surety 2000 to find out information regarding their service (www.surety2000.com or 800-660-3263).
 - i. The Vendor must provide their bonding agent with Broward County's vendor identification number for Surety 2000 (P06145037) and its "Supplier identifier" number. The Vendor's individual Supplier identifier number is available on the Details tab in BidSync (Bid Bond: See bid bond information).
 - ii. The bonding agent can then provide a Bid Bond Number for the Vendor to import into BidSync.
 - iii. For detailed instructions on submitting an electronic bid bond, visit Vendor Registration page at www.broward.org/Purchasing/Pages/Registration.aspx and select "How to Submit an electronic bid bond?"
 - iv. Broward County reminds Vendors to allow enough time to secure a bid bond and submit electronically in case there are any errors or issues. If there are errors during the import process, check all identification numbers. Contact Surety 2000 for additional assistance.
 - v. An original bid bond will not be required when the bid bond is submitted electronically through Surety 2000.

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- b. 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

C. **Performance and Payment Guaranties:** within 15 calendar days of being notified of the award of contract, Vendor shall furnish the referenced Performance Bond and a Payment Bond containing all the provisions of the Performance Bond Form and Payment Bond Form.

1. The bonds shall be in the amount of one hundred percent (100%) of the contract amount guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such bond(s) shall be with a surety company which is qualified pursuant to the section, Qualifications of Surety.
2. Each bond shall continue in effect for one year after completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract price, or an additional bond shall be conditioned that the Vendor will upon notification by the County, correct any defective or faulty work or materials which appear within one year after completion of the Contract.
3. Pursuant to the requirements of Section 255.05(1), Florida Statutes, Vendor shall ensure that the bonds referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.
4. In lieu of the performance and payment bond, Vendor may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashier's check or an original Irrevocable Letter of Credit as reflected on the County's form. Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by the County for one year after completion and acceptance of the work.
5. The Vendor is required at all times to have valid Performance and Payment Guaranties (or other approved security) in force covering the work being performed.
6. The Vendor agrees to keep such Guaranties (or other security) in effect for the duration of the contract. If the contract is extended or renewed, it shall be subject to the same bonding (or other approved security) requirements.

D. **Qualifications of Surety Requirements:** A bid bond performance bond, and payment bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five years.

1. In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:
 - a. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revision. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 DFR Section 223.10 Section 223.11). Further, the surety company shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.
 - b. The surety company shall hold a current Certificate of Authority with the Florida Office of Insurance Regulation.

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c. The surety company shall have at least the following minimum ratings:

Amount of Bond		Surety Ratings	Financial Size Category
\$500,001	to \$1,000,000	A, A-	Class I
\$1,000,001	to \$2,000,000	A, A-	Class II
\$2,000,001	to \$5,000,000	A	Class III
\$5,000,001	to \$10,000,000	A	Class IV
\$10,000,001	to \$25,000,000	A	Class V
\$25,000,001	to \$50,000,000	A	Class VI
\$50,000,001	to or more	A	Class VII

2. For projects which do not exceed \$500,000, the County shall accept a Bid Bond and Performance and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.
3. If the surety company fails to meet the minimum standards, a bond from a surety that meets the minimum standards must be provided to satisfy the bonding requirements.

Supplier: **KIEWIT INFRASTRUCTURE SOUTH CO.**

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: **Kiewit Infrastructure South Co.**
2. Doing Business As/Fictitious Name (if applicable): **N/A**
3. Federal Employer I.D. no. (FEIN): **47-0530367**
4. Dun and Bradstreet No.: **05-507-6616**
5. Website address (if applicable): **www.Kiewit.com**
6. Principal place of business address: **1580 Sawgrass Corporate Parkway, Ste. 300
Sunrise, FL. 33323**
7. Office location responsible for this project: **1580 Sawgrass Corporate Parkway, Ste. 300
Sunrise, FL. 33323**
8. Telephone no.: **954-835-2228**
Fax no.: **954-835-2335**
9. Type of business (check appropriate box):
 - Corporation (specify the state of incorporation): **Delaware**
 - Sole Proprietor
 - Limited Liability Company (LLC)
 - Limited Partnership
 - General Partnership (State and County filled in)
 - Other – Specify

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: **Rick Cummings**

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Title: **Vice President**
E-mail: **rick.cummings@kiewit.com**
Telephone No.: **954-835-2228**

Name:
Title:
E-mail:
Telephone No.:

Generic e-mail address for purchase orders: **Ian.Cody@kiewit.com**
(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

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

- a) **See Attachment 1**
- 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) **See Attachment 2**
- b)
- c)
- d)

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

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

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

General Contractor, Underground Piping, Civil Work, Concrete Repair, Bridge Mechanical, Structural Steel

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **47**

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? Yes No
N/A (if service)

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The County reserves the right to verify prior to a recommendation of award.

19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No
21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No
22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. Yes No
23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Yes No
24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering. Yes No
25. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.

Living Wage had an effect on the pricing Yes No
If yes, Living Wage increased the pricing by % or decreased the pricing by %.

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

Select One:

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

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

27. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet. **See Attachment 5**
28. Has your firm completely inspected the project site(s) prior to submitting response? Yes No

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

30. What equipment does your firm own that is available for this contract? **See Attachment 6**

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: **See Attachment 7**

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work: **See Attachment 7**

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 3:

Scope of Work: **See Attachment 7**

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Supplier: KIEWIT INFRASTRUCTURE SOUTH CO.

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: **See Attachment 9**

- Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

- Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name: **See Attachment 9**

- 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:

Broward County Board of
County Commissioners

PNC2116172C1

3. Subcontracted Firm's Name: **See Attachment 9**

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: **See Attachment 9**

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.

Benjamin J. Carnazzo	Sr. Vice President	Kiewit Infrastructure South Co.	5/16/18
Authorized Signature/Name	Title	Vendor Name	Date

Supplier: **KIEWIT INFRASTRUCTURE SOUTH CO.**

Litigation History Requirement

- A. The County will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with 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. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.
- B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.
- C. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
 - 2. An allegation of 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;
 - 3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary); or
 - 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.
- E. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- F. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

LITIGATION HISTORY FORM

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

There are no material cases for this Vendor; or

Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: Kiewit Infrastructure South Co. or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	SEE ATTACHMENT 8
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name: Kiewit Infrastructure South Co.

Supplier: **KIEWIT INFRASTRUCTURE SOUTH CO.**

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

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

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

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

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

Benjamin J. Carnazzo
AUTHORIZED SIGNATURE/ NAME

Sr. Vice President
TITLE

5/16/18
DATE

Supplier: KIEWIT INFRASTRUCTURE SOUTH CO.

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).

Benjamin J. Carnazzo
AUTHORIZED SIGNATURE/ NAME

Sr. Vice President
TITLE

5/2/18
DATE

Supplier: KIEWIT INFRASTRUCTURE SOUTH CO.

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

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

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

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

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

Benjamin J. Carnazzo	Sr. Vice President	Kiewit Infrastructure South Co.	5/7/18
Authorized Signature/Name	Title	Vendor Name	Date

Supplier: KIEWIT INFRASTRUCTURE SOUTH CO.

**EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM
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.

The State of Florida, Executive Order 11-116, requires Broward County, as a party to any State - funded contracts, to participate in the Employment Eligibility Verification administered by the U.S. Department of Homeland Security ("DHS"). Any Vendor performing work pursuant to the State funded contract issued by the County is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned Vendor hereby certifies that it will enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this contract.
- (2) Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the "Edit Company Profile" page and make such record available to within seven days of request from the County.
- (3) Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the County within seven calendar days from the County's request.
- (4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- (5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
- (6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available within seven days of County's request.

Benjamin J. Carnazzo	Sr. Vice President	Kiewit Infrastructure South Co.	5/16/18
AUTHORIZED SIGNATURE/ NAME	TITLE	COMPANY	DATE

Supplier: KIEWIT INFRASTRUCTURE SOUTH CO.

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: Benjamin J. Carnazzo Date: 5/2/18

Title: Sr. Vice President

Vendor Name: Kiewit Infrastructure South Co.

Supplier: KIEWIT INFRASTRUCTURE SOUTH CO.

Security Requirements – Port Everglades

- A. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.
- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
- C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

Supplier: KIEWIT INFRASTRUCTURE SOUTH CO.

TRENCH SAFETY ACT REQUIREMENT FORM

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

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

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

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

Open-end Contract:			
Description	Unit of Measure	Unit Price	Method
Special Shoring, if applicable:	SQ. FT.		

Fixed Contract:					
Description	Unit of Measure	Quantity	Unit Price	Ext. Price	Method
Drainage Pipe	LF	138	5.00	690.00	Lay Back Slope
Special Shoring, if applicable:	SQ. FT.		Unit Price		Method
			Total \$	0	

Benjamin J. Carnazzo Authorized Signature/Name	Sr. Vice President Title	Kiewit Infrastructure South Co. Vendor Name	5-16-18 Date
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Broward County Board of
County Commissioners

Bid PNC2116172C1

General Decision Number: FL180203 01/05/2018 FL203

Superseded General Decision Number: FL20170203

State: Florida

Construction Type: Highway

County: Broward County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 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

* SUFL2013-021 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 16.05	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 15.31	0.00
ELECTRICIAN.....	\$ 22.15	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.75	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.94	0.00
INSTALLER - GUARDRAIL.....	\$ 12.37	0.00

Broward County Board of
County Commissioners

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IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.84	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 11.57	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 11.84	0.00
LABORER: Common or General.....	\$ 10.76	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....	\$ 9.12	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 14.61	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.43	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.50	0.00
OPERATOR: Boring Machine.....	\$ 17.33	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.41	0.00
OPERATOR: Bulldozer.....	\$ 17.07	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 13.76	0.00
OPERATOR: Crane.....	\$ 19.14	0.00
OPERATOR: Curb Machine.....	\$ 21.33	0.00
OPERATOR: Distributor.....	\$ 13.13	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00

Broward County Board of
County Commissioners

Bid PNC2116172C1

OPERATOR: Grader/Blade.....	\$ 18.98	0.00
OPERATOR: Loader.....	\$ 13.84	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.89	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.34	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 13.71	0.00
OPERATOR: Roller.....	\$ 13.10	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.85	0.00
OPERATOR: Tractor.....	\$ 12.62	0.00
OPERATOR: Trencher.....	\$ 14.58	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 14.23	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 14.74	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.71	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.06	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vector Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.22	0.00

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

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

Broward County Board of
County Commissioners

Bld PNC2116172C1

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

Broward County Board of
County Commissioners

Bid PNC2116172C1

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

Broward County Board of
County Commissioners

14500010
Bid PNC2116172C1

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



CERTIFICATE OF LIABILITY INSURANCE

INSURANCE CERT
DATE (MM/DD/YYYY)
7/23/2018

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

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

PRODUCER Midwest Agencies, Inc. 3555 Farnam Street Omaha, NE 68131	CONTACT NAME: Traci Sutton PHONE: 402-271-2856 FAX: 402-271-2897 EMAIL: Traci.Sutton@MidwestAgenciesinc.com ADDRESS:
	INSURER(S) AFFORDING COVERAGE
INSURED Kiewit Infrastructure South Co. 450 Dividend Drive Peachtree City GA 30269	INSURER A: Old Republic Insurance Company NAIC# 24147
	INSURER B: North American Specialty Insurance Co 29874
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** 43275091 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	INSURER (INSR) RVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:		MWZY 312911-16	3/1/2018	3/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB 312910	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$N/A		EKS 2000809	3/1/2018	3/1/2019	EACH OCCURRENCE \$23,000,000 AGGREGATE \$23,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	MWC 312908 MWXS 312909 USL&H & Jones Act Stop Gap	3/1/2018 3/1/2018	3/1/2019 3/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$6,000,000 EL DISEASE - EA EMPLOYEE \$6,000,000 EL DISEASE - POLICY LIMIT \$6,000,000

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

Broward County and the State of Florida Department of Transportation ("FDOT") are listed as an Additional Insured on the General Liability policy.

CERTIFICATE HOLDER Broward County Attn: Donald Ellis 1850 Eller Drive Ft. Lauderdale FL 33316	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Philip G. Dehn
--	--

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**THIS FORM APPLIES IN STATES WHICH USE: CA 00 01 (10-13)
THIS FORM IS NOT APPLICABLE IN: MA**

POLICY NUMBER: MWTB 312910

**COMMERCIAL AUTO
CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured:</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS FORM APPLIES IN STATES WHICH USE: CA 00 01 (10-13)

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All Persons and/or Organizations that require a written contract or agreement with the insured, executed prior to the accident or loss, that waiver of subrogation be provided under this policy for work performed by you for that Person and/or Organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.



McIntosh Security Checkpoint Modification

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2018

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

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

PRODUCER Midwest Agencies, Inc. 3555 Farnam Street Omaha, NE 68131	CONTACT NAME: Traci Sutton PHONE (A/C, No, Ext): 402-271-2856 FAX (A/C, No): 402-271-2887 EMAIL ADDRESS: Traci.Sutton@Midwestagenciesinc.com
	INSURER(S) AFFORDING COVERAGE
INSURED Kiewit Infrastructure South Co. 1580 Sawgrass Corporate Parkway, Suite 300 Sunrise FL 33323	INSURER A: ACE American Insurance Company (40%) NAIC # 22867
	INSURER B: XL Insurance America, Inc. (35%) 24954
	INSURER C: Lexington (25%) 19437
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 43273041** **REVISION NUMBER:**

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

AREA / LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (RSD / W/O)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE / OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
C	Builder's Risk		1088893083 001 US 00072289CA17A 0207 871 09			See Below

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

Builders Risk limit: \$1,769,675.00 Policy Dates: 300 days from construction NTP

RE: McIntosh Security Checkpoint Modification

Philip G. Dahn 8/3/18

CERTIFICATE HOLDER Broward County Attn: Donald Ellis 1850 Eller Drive Fort Lauderdale FL 33316	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Philip G. Dahn <i>Philip G. Dahn</i>
---	--

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Travelers
Bond, Home Office
(860) 277-9355
(860) 277-3931 (fax)

One Tower Square, 2SHS
Hartford, CT 06183

July 17, 2018

Broward County
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

Re: McIntosh Security Checkpoint 4 Modification at Port Everglades

To Whom it May Concern:

This letter serves as authorization to date the Surety Performance and Payment Bonds for the above mentioned project.

Thank you,

A handwritten signature in cursive script that reads "Traci Sutton".

Traci Sutton
Attorney-in-Fact

RECEIVED
2018 JUL 26 AM 11:23
BROWARD COUNTY
PURCHASING DIVISION



CONTRACT
BETWEEN
BROWARD COUNTY
AND
KIEWIT INFRASTRUCTURE SOUTH CO.
FOR
MCINTOSH SECURITY CHECKPOINT MODIFICATION

BID/CONTRACT NO.: PNC2116172C1

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005200 CONTRACT

This is a Construction Contract ("Contract"), by and between Broward County, a political subdivision of the State of Florida ("County"), and Kiewit Infrastructure South Co. ("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. **Bidder**: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.2. **Board**: The Board of County Commissioners of Broward County, Florida, its successors and assigns.
- 1.3. **Change Order**: A written document ordering a change in the Contract Price or Contract Time or a material change in the Work.
- 1.4. **Consultant**: Architect or engineer who has contracted with County or who is an employee of County and provides professional services for this Project.
- 1.5. **Contract Administrator**: 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. **Contract Documents**: 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.

- 1.7. **Contract Price**: The original amount established in the bid submittal and award by the Board, as may be amended by Change Order.
- 1.8. **Contract Time**: 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. **Contractor**: The person, firm, or corporation with whom Broward County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.
- 1.10. **Field Order**: 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. **Final Completion**: 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. **Materials**: Materials incorporated in this Project or used or consumed in the performance of the Work.
- 1.13. **Notice(s) to Proceed**: Written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.14. **Plans or Drawings**: The official graphic representations of this Project that are a part of the Contract Documents.
- 1.15. **Project**: The construction project described in the Contract Documents, including the Work described therein.
- 1.16. **Project Initiation Date**: The date upon which the Contract Time commences.
- 1.17. **Subcontractor**: A person, firm or corporation having a direct contract with Contractor including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.
- 1.18. **Substantial Completion**: 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

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. **Surety:** 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. **Work:** 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.

3.2. Time is of the essence throughout this Contract. Contractor must obtain Substantial Completion of the Work within **300** calendar days from the Project Initiation Date specified in the Second Notice to Proceed, and Final Completion within **30** 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 **One Thousand Five Hundred Dollars (\$1,500.00)** 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 Hundred Fifty Dollars (\$150.00)** 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

3.2. Time is of the essence throughout this Contract. Contractor must obtain Substantial Completion of the Work within 300 calendar days from the Project Initiation Date specified in the Second Notice to Proceed, and Final Completion within 30 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 **One Thousand Five Hundred Dollars (\$1,500.00)** 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 Hundred Fifty Dollars (\$150.00)** 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

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.

***Note:** 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 Subcontractors Form 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

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:

Ulises Torres
Bermello Ajamil & Partners, Inc.
900 SE 3rd Avenue, Suite 203
Ft. Lauderdale, FL 33310

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.

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:

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 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. Contract Documents and Priority of Provisions. 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. Public Entity Crimes. 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. Independent Contractor. 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. Third Party Beneficiaries. 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. Notices. 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 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: John C. Foglesong, P.E., Director
Port Everglades Seaport Engineering & Facilities Maintenance Division
1850 Eller Drive, Suite 504
Ft. Lauderdale, FL 33316

For Contractor: Benjamin J. Carnazzo
Kiewit Infrastructure South Co.
1580 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323

7.6. **Assignment and Performance.** 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. **Materiality and Waiver of Breach.** 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. **No Waiver.** 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. **Severability.** 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. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. 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 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. Amendments. 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. Prior Agreements. 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. Truth-In-Negotiation Representation. 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. Additional Security Requirements. Contractor certifies and represents that it will comply with the [Port Everglades Security Requirements] attached hereto and incorporated herein as Attachment "A".

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

Attachment A - SECURITY REQUIREMENTS – PORT EVERGLADES

- A. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted Port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the Contractor for all employees, subcontractors, agents and servants visiting or working on the Port Project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call (954) 765-4225.
- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
- C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The Contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go online to <https://www.tsa.gov/for-industry/twic>.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through its Director of Purchasing, authorized to execute same pursuant to Section 21.14d, Procurement Code, and **Kiewit Infrastructure South Co.**, signing by and through its Sr. VP , duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through its Director of Purchasing

Signature of Witness

By _____
Brenda Billingsley

Print Name of Witness

____ day of _____, 20____

Signature of Witness

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

Print Name of Witness

By Al A. DiCalvo 10/18/18
Al A. DiCalvo (Date)
Assistant County Attorney

Russell J. Morrison 10/18/18
Russell J. Morrison (Date)
Sr. Assistant County Attorney

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

[If incorporated sign below.]

Contractor

ATTEST:

Kiewit Infrastructure South Co
(Name of Corporation)

Thomas J. Boyle
Asst. Secretary

By *Benjamin J. Carnazzo, Sr.*
Sr. Vice President/Vice-President

Thomas J. Boyle
(Print/Type Name)

Benjamin J. Carnazzo, Sr. VP
(Type/Type Name and Title)

(Corporate Seal)

11 day of October, 2018.

[If not incorporated sign below.]

Contractor

WITNESSES:

(Signature)

(Business Name)

(Print/Type Name)

By _____
(Signature)

(Signature)

(Type/Print Name and Title)

(Print/Type Name)

____ day of _____, 20____.

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

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.

1. Unless otherwise stated, words in ~~struck-through~~ type are deletions from existing text and words in underlined type are additions to existing text.
2. Article 7, Miscellaneous, of the Contract is hereby revised, in part, by adding the following new Sections:

7.17. Contractor shall comply with and utilize, and require its subcontractors to comply with and utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by each during the term of this Contract.

7.18. Contractor shall comply with, and require its subcontractors to comply with, Section 20.022(5), Florida Statutes.

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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

CPM

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

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):

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	A,A-	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

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.

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 Commercial General Liability Insurance. 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

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 Business Automobile Liability Insurance. 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 Workers' Compensation/Employer's Liability Insurance. 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,

Contractor must still procure, maintain, and furnish the County with evidence of a stand-alone 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 Professional Liability Insurance. 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 Environmental Pollution Liability. 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 Property Insurance, Builder's Risk, or Installation Floater. 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.

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, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

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.

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

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.

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.

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

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.

ARTICLE 17 PROJECT RECORDS AND RIGHT TO AUDIT

17.1 Audit Rights and Retention of Records. 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 of this Contract (or longer if required by law). County may, without limitation, verify information, 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

and related reimbursable cost records, the Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

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.

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.

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.

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.

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. Contractor shall perform the Work with its own organization, amounting to not less than 40% 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

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.

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

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.

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.

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

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, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office for general

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

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 Contractor has reason to believe it is entitled as a result of the occurrence of said event. If 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**

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. Excusable Delay. 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. Compensable Excusable Delay. 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.

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 **\$250.00** per day for each calendar day this Contract is delayed due to a Compensable Excusable Delay.

42.1.2. Non-Compensable Excusable Delay. 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.

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

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.

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.

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.

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,

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:	0 percent (0 %) CBE participation
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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 shall notify County and the OESBD may adjust the CBE participation goal by written notice to 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.

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. Public Records. To the extent Contractor 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.

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 non-disclosure 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) 468-3501, johernandez@broward.org, 1850 Eller Drive, SUITE 601, FORT LAUDERDALE, FLORIDA 33316.

(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.

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.

1. Unless otherwise stated, words in ~~struck-through~~ type are deletions from existing text and words in underlined type are additions to existing text.
2. Article 6, Indemnification, of the General Conditions is hereby revised to read as follows:

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.

Contractor shall indemnify and hold harmless State of Florida Department of Transportation ("FDOT"), its officers and employees, from liabilities, direct and consequential, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional misconduct of Contractor and persons employed or utilized by Contractor in performance of this Contract. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of FDOT's sovereign immunity.

3. Article 7, Insurance Requirements, of the General Conditions is hereby revised, in part, by adding the following new Section:

7.10 Contractor shall cause FDOT to be expressly included as Additional Insured, in the name of "State of Florida Department of Transportation," on any and all liability policies providing coverage to Contractor for their operations relating to the Project. If Contractor uses a subcontractor, then Contractor shall ensure that subcontractor names "State of Florida Department of Transportation" as an Additional Insured.

4. Article 15, County's Right to Terminate Contract, Section 15.5, and all the subsections that follow, of the General Conditions is hereby deleted.

5. Article 17, Project Records and Right to Audit, of the General Conditions is hereby revised, in part, by adding the following new Section:

17.6 Notwithstanding any of the above provisions, all records of costs incurred under the terms of this Contract shall be maintained and made available upon request to County and FDOT at all times during the period of this Contract and for five years after final payment is made by FDOT to County under the Transportation Regional Incentive Program Agreement between FDOT and County (Contract No. G0G33; FM No. 438070-1-94-01). Copies of these documents and records shall be furnished to County and FDOT upon request. Records of costs incurred include Contractor's general accounting records and the Project records, together with supporting documents and records of Contractor and Contractor's subcontractors performing work on the Project, all other records of Contractor and Contractor's subcontractors considered necessary by FDOT for a proper audit of costs. Contractor shall, by written contract, require its subcontractors to agree to the requirements and obligations of this section.

6. Article 54, EEO and CBE Compliance, of the General Conditions is hereby retitled "EEO Compliance," the Table of Contents revised accordingly, and Sections 54.4 through 54.11 are hereby deleted.

[The Remainder of This Page Is Intentionally Left Blank.]

007343 **SUPPLEMENTAL WAGE REQUIREMENTS**

1. Prevailing Wage Rate Ordinance - 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.

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. Federal Grant Projects:

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.

General Decision Number: FL180203 01/05/2018 FL203

Superseded General Decision Number: FL20170203

State: Florida

Construction Type: Highway

County: Broward County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 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

* SUFL2013-021 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 16.05	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 15.31	0.00
ELECTRICIAN.....	\$ 22.15	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.75	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.94	0.00
INSTALLER - GUARDRAIL.....	\$ 12.37	0.00

IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.84	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 11.57	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 11.84	0.00
LABORER: Common or General.....	\$ 10.76	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....	\$ 9.12	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 14.61	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.43	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.50	0.00
OPERATOR: Boring Machine.....	\$ 17.33	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.41	0.00
OPERATOR: Bulldozer.....	\$ 17.07	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 13.76	0.00
OPERATOR: Crane.....	\$ 19.14	0.00
OPERATOR: Curb Machine.....	\$ 21.33	0.00
OPERATOR: Distributor.....	\$ 13.13	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00

OPERATOR: Grader/Blade.....	\$ 18.98	0.00
OPERATOR: Loader.....	\$ 13.84	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.89	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.34	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 13.71	0.00
OPERATOR: Roller.....	\$ 13.10	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.85	0.00
OPERATOR: Tractor.....	\$ 12.62	0.00
OPERATOR: Trencher.....	\$ 14.58	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 14.23	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 14.74	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.71	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.06	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.22	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

Washington, DC 20210

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

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

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

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

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

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

=====

END OF GENERAL DECISION

BCF170 FORMS

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FORM 007500-1: PERFORMANCE BOND

Project Name:

Project Number:

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, under the assigned Bond Number _____, are bound to Broward County, Florida, as Obligee, hereinafter called County, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a Contract, Bid/Contract No. _____, with County, which Contract Documents are by reference incorporated herein and made a part hereof, including any and all provisions for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

- 1) Performs the Contract between Contractor and County for construction of _____, in the time and manner prescribed in the Contract; and
- 2) Pays County all losses, liquidated damages, expenses, costs and attorneys' fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
- 3) Performs the guaranties of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, County having performed County's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and County on the same terms and conditions as the Contract Documents unless otherwise agreed by County, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph)

sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Broward County named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20_____.

ATTEST:

CONTRACTOR

Corporate Secretary or other person
authorized to attest

By: _____
Authorized Signor

Print Name

Print Name and Title
____ day of _____, 20__

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

FORM 007500-2: PAYMENT BOND

Project Name:

Project Number: «Project_Number»

KNOW ALL BY THESE PRESENTS:

That we _____, as Principal (hereinafter called "Contractor"), located at _____, phone _____, and _____, as Surety, located at _____, phone _____, under the assigned Bond Number _____ and pursuant to Section 255.05, Florida Statutes, are bound to Broward County, Florida (hereinafter "County"), as Oblige, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the ___ of _____, 20____, entered into a Contract, Bid/Contract No. _____, with County for construction of _____ located at _____, which Contract Documents are by reference incorporated herein and for purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays County all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that County sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute Section 225.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- A. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the Contractor a notice that he or she intends to look to the bond for protection.
- B. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

C. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless the notices stated under the preceding conditions (A) and (B) have been given.

D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2) and 255.05(10), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

ATTEST:

CONTRACTOR

Corporate Secretary or other person
authorized to attest

By: _____
Authorized Signor

Print Name

Print Name and Title

____ day of _____, 20__

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

FORM 007500-3: CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing; that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

_____ (Seal) as Secretary of

(Name of Corporation)

(SEAL)

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____, who sworn upon oath acknowledged that he/she is authorized to execute the foregoing Performance and Payment Bond on behalf of Contractor named therein in favor of County.

Subscribed and Sworn to before me this _____ day of _____, 20_____.

My commission expires:

Notary Public, State of Florida at Large

Bonded by _____

FORM 007500-4: FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS \$500,000.00 OR LESS

TO: BROWARD COUNTY
RE: BID NUMBER: _____

BIDDER: _____

Name: _____

Address: _____

Phone: _____

AMOUNT OF BOND: _____

SURETY BOND COMPANY:

Name: _____

Address: _____

Phone: _____

This is to certify that, in accordance with Section 287.0935, Florida Statutes, the insurer named above:

- (1) Is licensed to do business in the State of Florida;
- (2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
- (3) Has twice the minimum surplus and capital required by the Florida Insurance Code;
- (4) Is otherwise in compliance with the provisions of the Florida Insurance Code; and
- (5) Currently holds a valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.

(Date Signed)

Agent and Attorney-in-Fact

(continued on next page)

AFFIDAVIT

STATE OF FLORIDA)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Agent and Attorney-in-Fact of _____, who, is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this ____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

(Title or rank)

(Serial number, if any)

My commission expires:

**FORM 007500-5: UNCONDITIONAL LETTER OF CREDIT (PERFORMANCE AND PAYMENT
GUARANTY) FORM**

UNCONDITIONAL LETTER OF CREDIT

Date of Issue _____

Issuing Bank's No. _____

Beneficiary:

Applicant: _____

Broward County,
County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, FL 33301

Amount: _____
(in United States Funds)

Expiry: _____
(Date)

Bid/Contract Number _____

We hereby authorize you to draw on _____ (Bank, Issuer Name)
at _____ (Branch Address) _____ by order of and for the account of
_____ (Contractor, Applicant, Customer) _____ up to an aggregate amount, in United States
Funds, of \$ _____ available by your drafts at sight, accompanied by: A signed statement
from the County Administrator of Broward County, or the County Administrator's authorized
representative that the drawing is due to default in performance of certain obligations on the
part of _____ (Contractor, Applicant, Customer) _____ agreed upon by and between Broward
County and _____ (Contractor, Applicant, Customer) _____ pursuant to the Bid/Contract No.
_____ for _____ (Name of Project) _____ and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than _____ (expiration date) _____.

Drafts must bear the clause: "Drawn under Letter of Credit No. _____ (number) _____, of
_____ (Bank name) _____ dated _____."

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we
provide the Broward County Administrator with written notice of our intent to terminate the
credit herein extended, which notice must be provided at least thirty (30) days prior to the

expiration date of the original term hereof or any renewed one (1) year term. Notification to Broward County that this Letter of Credit will expire prior to performance of the Contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the _____ (Contractor, Applicant, Customer) _____.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature

FORM 007500-8: STATEMENT OF COMPLIANCE (DAVIS-BACON ACT)

No. _____
Contract No. _____
Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by the Davis-Bacon Act and the applicable conditions of the Contract.

Dated _____, 20____ Contractor _____

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath. WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires: (Serial number, if any)

FORM 007500-9: CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No. _____

Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all subcontractors all undisputed contract obligations for labor, services, or materials provided on this project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.
2. The following subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Dated _____, 20__

Contractor

By _____
(Signature)

By _____
(Name and Title)

FORM 007600-1: CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract No. _____

Project (Name and Address): _____

To (County): _____

Consultant: _____

Contractor: _____

Notice to Proceed Date: _____

Consultant: _____

Date of Issuance: _____

Project or Designated Portion Shall Include:

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by Contractor under the Contract Documents have been received and accepted.

The date of Substantial Completion of the Project or portion thereof designated above is recommended as: _____

Unless otherwise defined in the contract: The definition of date of Substantial Completion is that date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy 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.

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

Consultant

By

Date

FORM 007600-2: FINAL CERTIFICATE OF PAYMENT

Contract No. _____

Project (Name and Address): _____

To (County): _____

Consultant: _____

Contractor: _____

Notice to Proceed Date: _____

Consultant: _____

Date of Issuance: _____

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

Consultant By Date

County, through its Contract Administrator, accepts the work as fully complete and will assume full possession thereof at _____ on _____.
(time) (date)

BROWARD COUNTY: _____
By Contract Administrator Date

FORM 007600-3: FORM OF FINAL RECEIPT

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20____, from Broward County, the sum of _____ Dollars (\$_____) as full and final payment to Contractor for all work and materials for the Project described as:

This sum includes full and final payment for all extra work and material and all incidentals.

Contractor hereby indemnifies and releases Broward County from all liens and claims whatsoever arising out of the Agreement and Project.

Contractor hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, Contractor may submit a consent of surety to final payment in a form satisfactory to County.

Contractor further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

CONTRACTOR NAME

Corporate Secretary or other person
authorized to attest

By: _____
Authorized Signor

(CORPORATE SEAL OR NOTARY)

Print Name and Title

_____ day of _____, 20__

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____

Date: _____

FORM 007600-4: FINAL LIST OF NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS

To: _____, Contractor

From: Broward County Purchasing Division

Subject: Final List of Non-certified Subcontractors/Sub-vendors

Re: _____
(Project Title, Contract Number)

For tracking purposes, the attached list of non-certified subcontractors/sub-vendors have performed or provided services to the County for the referenced contract. Non-certified subcontractors/sub-vendors are any subcontractors/sub-vendors whose services under the Contract were not approved to meet the County's participation goal established for this Contract and whose participation was not listed on the Contractor's "Schedule of Participation" and/or not approved as substitutes or additions by the Broward County Office of Economic Small Business Development Division toward meeting the established goal.

The Contractor certifies the following:

- There were no other non-certified subcontractors/sub-vendors who provided a service to the County for the referenced Contract. All participants on the Contract are listed on the attached list.
- There were other non-certified subcontractors/sub-vendors who provided a service and are not listed on the attached list. The additional subcontractors/sub-vendors are listed on the form attached.

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT.

The foregoing instrument was acknowledged before me this ___ day of _____, 20___,
By _____ (Print Name) as _____ (Title)
of _____ (Contractor), known to me to be the
person described herein, or who produced _____ as identification,
and who did/did not take an oath.

Notary Public:

Commission No: _____ Expires: ___/___/___

(Seal)

State of _____ at Large

LETTER OF INTENT (CBE)

Project Name: «Project_Name»

Project Number: «Project_Number»

LETTER OF INTENT

To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): _____

Firm Address: _____

Project Description: _____

In response to Broward County's RLI/Bid No. _____, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: _____

Address of CBE Firm: _____

Expiration of CBE Certification: _____ Projected CBE Work Assignment (description of work assignment): _____

Projected Percentage of Prime's Contract Fees to be Awarded to CBE (Percentage %): _____

(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

Notary's Signature _____

Notary Seal: _____

(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one) _____ an individual _____ a partnership _____ a corporation _____ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep. CBE) (Date)

Print Name (owner or authorized Rep. CBE): _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

Notary's Signature: _____

Notary Seal: _____

EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION

On January 4, 2011, Governor Scott issued Executive Order 11-02 which requires Broward County as a party to any State funded contracts to participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"). The E-Verify Program can be found at <http://www.uscis.gov/e-verify>.

The County has entered into a "Memorandum of Understanding" with DHS governing the E-Verify Program. As a result of the adopting the terms and conditions of the "Memorandum of Understanding" with DHS and Executive Order 11-02, any Contractor performing work pursuant to the State funded contract issued by the County is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned contractor hereby certifies that it will enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this contract.
- (2) Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the "Edit Company Profile" page and make such record available to Broward County within seven days of request from the County.
- (3) Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the County within seven calendar days from the County's request.
- (4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- (5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
- (6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to the County within seven days of County's request.

[Continued on next page]

(Contractor's Signature)

(Print Vendor Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____ as _____ of _____, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

SEAL

My commission expires: _____

SCRUTINIZED COMPANIES LIST CERTIFICATION

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

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

- a. The vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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 or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Authorized Signature)

(Print Name and Title)

(Name of Firm)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____ as _____ of _____, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

SEAL

My commission expires: _____

STATEMENT OF CBE ASSURANCE

(Company Letterhead)

CONTRACTOR ASSURANCE STATEMENT

PROJECT DESCRIPTION

I, _____, (Authorized Official/Agent) on behalf of the
_____ (Contractor) hereby agree to comply with the County
Business Enterprise (CBE) requirements of the RFP between Broward County and (your
company) for _____ Project.

1. Affirm that your company will comply with the County's non-discrimination policy by providing a non-discrimination Statement and;
2. Acknowledge the CBE percentage goal established on the project and;
3. Agree to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals as indicated in the RFP document.

Authorized Agent of Contractor

Printed Name & Title

Telephone Number/Fax Number

Date: _____

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Port Everglades
McIntosh Roadway
Security Checkpoint Modifications