



CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT:

FLL Green Belt Park Irrigation Main Extension

for

Broward County, Florida

and

DBF Construction, LLC

BID/CONTRACT NO.: PNC2116455C1

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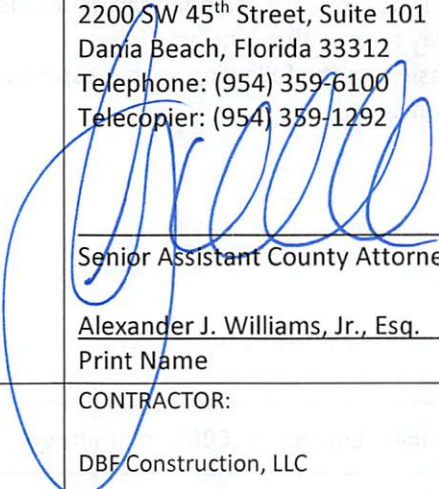
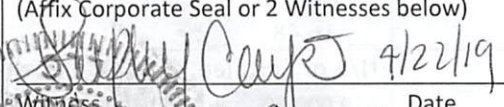
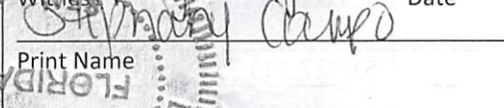

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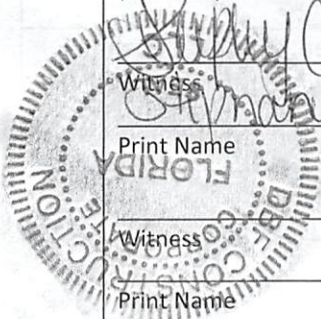
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SECTION 1 - CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: Broward County, Florida through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and Contractor, signing by and through its _____, duly authorized to execute same.

<p>ATTEST: Broward County Administrator, as ex-officio Clerk of the Broward County Board of County Commissioners</p> <p>_____</p> <p style="text-align: right;">Date</p> <p>Bertha Henry _____ Print Name</p>	<p>BROWARD COUNTY:</p> <p>_____</p> <p>Mayor or Vice-Mayor Date</p> <p>_____</p> <p>Print Name</p>
	<p>COUNTY ATTORNEY: Approved as to form by Andrew J. Meyers Broward County Attorney Aviation Office 2200 SW 45th Street, Suite 101 Dania Beach, Florida 33312 Telephone: (954) 359-6100 Telecopier: (954) 359-1292</p> <p> 4/23/19</p> <p>Senior Assistant County Attorney Date</p> <p>Alexander J. Williams, Jr., Esq. _____ Print Name</p>
<p>CORPORATE SECRETARY ATTEST: (Affix Corporate Seal or 2 Witnesses below)</p> <p> 4/22/19</p> <p>Witness _____ Date</p> <p>Print Name _____</p> <p></p> <p>Witness _____ Date</p> <p>Print Name _____</p>	<p>CONTRACTOR:</p> <p>DBF Construction, LLC</p> <p>_____</p> <p>Name of Contractor</p> <p></p> <p>Signature</p> <p>MAURILIO GIANNETTI, J.D. _____ Print Name and Title of Signer</p> <p>4 Day of April _____, 2019</p>



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SECTION 2 - SUMMARY OF TERMS AND CONDITIONS

NOTE: THIS SUMMARY OF TERMS AND CONDITIONS LISTED BELOW ARE A PART OF THE CONTRACT AND INTENDED TO BE READ TOGETHER WITH THE ARTICLES REFERENCED. IN THE EVENT OF A DISCREPANCY THE SUMMARY OF TERMS AND CONDITIONS SHALL GOVERN.

Article	Description	Unit
5.2.1	Preconstruction Work	_ 60_ Days from 1 st NTP
5.3.2	Substantial Completion	90_Days from the Project Initiation Date in the 2 nd NTP
5.3.4	Final Completion	_30_ Days from Substantial Completion
5.2.1	Liquidated Damages for each calendar day after time specified in First Notice to Proceed	\$_0_ per day
5.3.3	Liquidated Damages for each calendar day after time specified for Substantial Completion	\$1,191.20 per day
5.3.4	Liquidated Damages for each calendar day after time specified for Final Completion	\$500.00_per day
5.3.5 Division 1	Liquidated Damages for each calendar day after time specified for interim Milestones (or phase): Technical Specification Package	N\A
		N\A
		N\A
20.6	Contractor self-performing percent of Contract Price	_ 50_ %
27.6	Compensable Delay for each calendar day of Compensable Excusable Delay beyond the Contract Time.	\$484.63 per day
47	The parties designate the following as the respective places for giving of notice:	For County:
		Asst. Director of Aviation for Capital Development 2200 SW 45th Street, Suite #101, Dania Beach, FL 33312
		For Contractor:
		Mark Giannetti, President DBF Construction, LLC 1850 NW 15 TH Ave. Suite 225 Pompano Beach FL 33069
SP-1A	<input checked="" type="checkbox"/> County Business Enterprise (CBE) commitment	As awarded _ 16.48_ %
SP-6	LEED Category	N/A or Certified, Gold, or Platinum
ITB, Article 24	Allowance Account 6: Permit Fees	\$19,000.00
	Bid Amount	\$1,327,293.75
Notice of Award	Contract Price	\$1,346,293.75

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SECTION 3 - GENERAL CONDITIONS

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

Article 1: Contract 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 **Allowance Account:** Account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the Work for specific tasks which were not included at the time of execution of the Contract, or for permitting costs, extra Work due to unforeseen conditions, construction changes, adjustments of quantities, dispute avoidance and resolution, Work deemed desirable by the County to be incorporated into the Contract, and other items and tasks as specified in the Contract Documents. Performance of work, if any, under Allowance Account(s) will be authorized by written CPEAM(s).

1.2 **Beneficial Occupancy:** Occupancy by the County in its sole discretion of any portion of the Work prior to Substantial Completion of the Work. Such occupancy will not relieve the Contractor of its obligation to fully complete the Work in accordance with the Contract Documents.

1.3 **Change Order:** A written document ordering a change in the Contract Price, Contract Time, or a material change in the Work, issued in accordance with Broward County procurement procedures.

1.4 **Claim:** A request for additional compensation or time which has been rejected by the County and resubmitted by the Contractor for evaluation in accordance with the Contract Documents.

1.5 **Consultant:** Architect, Engineer, Program Manager, or Project Manager which has contracted with County, or County employee designated to perform professional services, on this Project. County will identify the Project Consultant(s) at the Preconstruction Meeting, or during the progress of the Work.

1.6 **Contract Base Amount:** That portion of the Contract Price which excludes unexpended portions of Allowance Accounts. The Contract Base Amount may be increased or decreased by the issuance of a CPEAM or a Change Order.

1.7 **Contract Administrator:** The Director of the Broward County Aviation Department, or designee, pursuant to written delegation by the Director of the Broward County Aviation Department, or some other employee expressly designated as Contract Administrator in writing by the County Administrator. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

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1.8 **Contract Documents** or **Contract or Agreement**: The official documents setting forth the requirements and contractual obligations for the Project, including the Summary of Terms and Conditions, General Conditions, Special Provisions, Plans, Technical Specifications 1 through the end, Invitation to Bid, Addenda, Approved Shop Drawings, Bid submission and Bid Sheets, Bonds, Notice of Award, Notices(s) to Proceed, representations and certifications submitted prior to award and accepted by the County, Project Forms, Change Order(s), CPEAMs, Field Orders, and any additional documents required by this Project.

1.9 **Contract Price**: The original amount established in the award by County, inclusive of Allowance Accounts, as may be amended by Change Order.

1.10 **Contract Price Element Adjustment Memorandum (CPEAM)**: A written document executed by the Contract Administrator ordering a change in the Contract Work, Contract Base Amount, or Contract Time to be paid from an Allowance Account.

1.11 **Contract Time**: The original time between the Project Initiation Date in the Second Notice to Proceed and Substantial Completion including any Milestone dates established in this Contract, as may be amended by Change Order or CPEAM. Contract obligations may survive Contract Time.

1.12 **Contractor**: The entity with whom Broward County has contracted and which 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. Contractor is an independent contractor, and neither Contractor nor its agents are employees or agents of the County. This Contract shall not create a partnership or joint venture.

1.13 **Cost of Work**: Where no lump sum or unit price is provided within the Contract Documents, work may be authorized by Change Order or CPEAM to be performed by the Contractor with payment to be made for material, equipment, and labor furnished, plus the contractually-established fee for Overhead and Profit, up to the maximum amount established in the Change Order or CPEAM.

1.14 **County or Owner**: Broward County, Florida; provided however, in the event County exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to County's regulatory authority as a governmental body and shall not be attributable in any manner to County as a party to this Contract.

1.15 **County Representative**: An authorized representative of the County identified in a written notice to Contractor.

1.16 **Day(s)**: Shall mean a calendar day.

1.17 **Delay**: An event which extends the Contract Time. A delay to a task which does not extend the Contract Time is not considered a Delay event.

1.18 **Drawings**: The official graphic representations of this Project which are a part of the Contract Documents.

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1.19 **Field Order**: A written order which orders clarifications or minor changes in the Work which does not involve a change in the Contract Base Amount or Contract Time.

1.20 **Final Completion**: The date upon which all conditions and requirements of the Contract Documents, permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by County; any other documents required to be provided by Contractor have been received by County; and the Work has been fully completed in accordance with the Contract Documents.

1.21 **First Notice to Proceed (First NTP)**: The written notice to Contractor authorizing preconstruction Work, which includes submission of applications for construction permits to applicable permitting authorities and completion of all other documents or activities required for permitting; submission of a project schedule, schedule of values, submittals, submittal schedule, topographical or physical features surveys, and all warranty forms; and performance of Work that does not require permits.

1.22 **LEED (Leadership in Energy and Environmental Design)**: The rating system for green building practices created by the United States Green Building Council (USGBC).

1.23 **Materials**: Materials incorporated in this Project.

1.24 **Milestone**: An element of the Work as described in the Contract Documents with associated Liquidated Damages.

1.25 **Notice(s) to Proceed (NTP)**: Written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.26 **Overhead and Profit**: All Contractor's costs associated with insurance premiums, supervision, coordination, superintendents, foremen, consultants, schedulers, estimators, cost controllers, accountants, office administrative personnel, time keepers, clerks, secretaries, watch persons, small tools, equipment or machinery, utilities, office rent, storage rental costs, telephones, facsimile machines, computers, printers, plotters, computer software, all expendable items, job site and general office expenses, profit, extended jobsite general conditions, interest on monies retained by the County, escalated costs of materials and labor, home office expenses or any cost incurred that may be allocated from offices of the Contractor or any of its Subcontractors, loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute claims, costs of legal and accounting work, costs spent to achieve compliance with applicable laws and ordinances, loss of projects not bid upon, and all other expenses not specifically identified as Cost of Work.

1.27 **Project**: The construction project described in the Contract Documents, including the Work described therein.

1.28 **Project Initiation Date**: The date upon which the Contract Time commences, as established by Second NTP.

1.29 **Public Art**: Artwork created under The Public Art and Design Program ("Public Art Program") established and codified in Section 1-88 of the Broward County Code of Ordinances, as amended.

1.30 **Second Notice to Proceed**: The written notice of Contractor authorizing commencement of construction 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 until issuance of the Second Notice to Proceed. The Contract Time shall commence on the Project Initiation Date stipulated in the Second Notice to Proceed. Delivery of all items and completion of all activities required by the First Notice to Proceed shall be a condition precedent to the issuance of the Second Notice to Proceed.

1.31 **Subcontractor**: A person, firm or corporation having a direct contract with Contractor to perform a portion of the Work, including any persons, firms or corporations having a direct contract with any Subcontractor at any tier, and including their employees.

1.32 **Substantial Completion**: That date, as certified in writing by Consultant and as finally determined by County in its sole discretion, the Work 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 can use or operate the Project for its intended purpose. A Final Certificate of Completion or other permit closures by the authority having jurisdiction must be issued for Substantial Completion to be achieved; however, the issuance of a Final Certificate of Completion does not determine Substantial Completion.

1.33 **Surety**: The entity which is bound by the performance bond and payment bond with and for Contractor in accordance with Section 255.05, Florida Statutes.

1.34 **Work**: The construction and services required by the Contract Documents, including all 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: Intention of County

It is the intent of County to describe in the Contract Documents a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by 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 unless otherwise provided in the Contract Documents. County shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

Article 3: Separate Contracts

3.1. County reserves the right to let other contracts in connection with or adjacent to this Project. Contractor shall afford other contractors reasonable access to the site for the execution of their work. Contractor shall conduct its work so as not to interfere with or hinder the progress of completion of the construction performed by other Contractors. Contractors working on the same Project shall cooperate

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with each other as directed by the County Representative. Coordination with other contractors shall not be grounds for excusable delay.

3.2. If any part of Contractor's Work depends upon the work of others, Contractor shall inspect and promptly report to County any defects in such Work that render it unsuitable. Contractor's failure to report defects shall constitute a waiver of those defects, except as to latent defects.

Article 4: Interpretation of the Contract

4.1. The Contract is made up solely of the Contract Documents. The Contract Documents must be read as a whole, and anything in one such document must be read as included in all other documents, unless the context requires otherwise.

4.2. Where there is a conflict between any provisions in the Contract Documents, the more stringent provision shall prevail.

4.3. Where there is a conflict between any local law or ordinance and a more stringent state or federal provision that is applicable to this Project, the more stringent state or federal provision shall prevail.

4.4. This Agreement and its preparation has been a joint effort of both parties to express their mutual intent. No rule of strict construction shall be applied against either party hereto.

4.5. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

Article 5: Contract Time

5.1. Contractor shall be instructed to commence the Work by written instruction in the form of Notices to Proceed issued by the County. The First Notice to Proceed will not be issued until Contractor's submission to County of all required documents and after execution of the Contract by both parties.

5.2. First Notice to Proceed.

5.2.1. Preconstruction Work shall be commenced within ten (10) calendar days after the issuance of the First Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed Contract drawings to apply for all construction permits to the applicable permitting authority. Failure to complete the tasks authorized by the First Notice to Proceed within the time specified in these Contract Documents shall be grounds to terminate the Contract for cause. Alternatively, County may assess Liquidated Damages. The liquidated amount is set forth in the Summary of Terms and Conditions.

5.2.2. After issuance of the First Notice to Proceed, and before the County issues a Second Notice to Proceed, Contractor shall submit to County all of the following items for County's approval:

5.2.2.1. A project schedule in compliance with the requirements of Division 1 or elsewhere in the Contract Documents. Additionally, at the request of the County, Contractor shall also provide a cost loaded schedule for review and approval.

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5.2.2.2. A preliminary schedule of planned Shop Drawing and submittal submissions;

5.2.2.3. A preliminary schedule of values 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.

5.2.2.4. Utility coordination schedule: Contractor shall be responsible to meet and coordinate with all utility owners as it relates to the Work and secure from them a schedule of utility relocation, as applicable. County shall not be responsible for the nonperformance by the utility owners.

5.2.2.5. All permits required by authorities having jurisdiction for all portions of the Work, unless otherwise provided by the Contract Documents.

5.2.2.6. Airport Utility Registration Application, if applicable.

5.2.3. Preconstruction Meeting: After receipt of all items identified above, a Preconstruction Meeting will be held to discuss procedures for conducting the Work, including but not limited to designating individuals to receive communications; for required submissions, inspections and approvals; for processing Applications for Payment; and to establish a working understanding among the parties as to the Work.

5.3. Second Notice to Proceed.

5.3.1. After the Preconstruction Meeting, Contractor may begin to perform the balance of the Work on the Project Initiation Date specified in the Second Notice to Proceed.

5.3.2. Time is of the essence throughout this Contract. The Work shall be substantially completed within the time set forth in the Summary of Terms and Conditions, specified in the Second Notice to Proceed.

5.3.3. Upon failure of Contractor to substantially complete the Contract within the specified period of time, plus approved time extensions, County shall deduct from monies otherwise due the Contractor a liquidated amount assessed daily until Substantial Completion. The liquidated amount is set forth in the Summary of Terms and Conditions.

5.3.4. After Substantial Completion, should Contractor fail to complete the remaining Work within the time specified for Final Completion, County shall deduct from monies otherwise due the Contractor a liquidated amount assessed daily until Final Completion. The liquidated amount is set forth in the Summary of Terms and Conditions.

5.3.5. Failure to meet interim Milestones shall also be cause for the County to deduct from monies otherwise due the Contractor a liquidated amount assessed daily as set forth in the Summary of Terms and Conditions.

5.4. The liquidated amounts are not penalties but are Liquidated Damages to County for costs incurred due to Contractor's untimely performance. 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
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failure of Contractor to complete the Contract on time. By submitting a bid, Contractor acknowledges that the amounts established for Liquidated Damages for preconstruction Work, Substantial Completion, Final Completion, and any intermediate Milestones are fair and reasonable. Such Liquidated Damages shall apply separately to each portion of the Project for which a time for completion is given. Contractor waives any and all challenges and legal defenses to the validity of any Liquidated Damages established in the Contract Documents, including that the Liquidated Damages are void as penalties or are not reasonably related to the actual damages sustained by the County as a result of Contractor's untimely performance.

5.5. Liquidated Damages shall be deducted from monies otherwise due Contractor until Final Completion, whether or not the County terminates Contractor for cause and whether or not Surety completes the project after a default by Contractor.

5.6. Contractor, in addition to being responsible to County for Liquidated Damages for untimely performance, shall reimburse County for all costs incurred by County to repair, restore, or complete the Work and for all costs incurred in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. 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 County.

Article 6: Contract Documents

6.1. The Contract Documents shall be followed in strict accordance as to work, performance, material, and dimensions.

6.2. 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.

6.3. Contractor shall maintain in a safe place at the Project site one record copy of all Drawings and other Contract Documents. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, shall be available at all times to County 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 County.

6.4. This Contract incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, and understandings, and there are no commitments, agreements or understandings that are not contained in this Contract. This Contract is the entire agreement between the parties, and no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Article 7: Contractor to Check Plans, Specifications, and Data

Contractor shall inspect conditions under which Work is to be performed and verify all dimensions, quantities and details shown on the plans, specifications or other data received from County, and shall notify County of all errors, omissions and discrepancies found therein prior to the County's issuance of the Second Notice to Proceed. Failure to notify County of reasonably identifiable errors, omissions, or discrepancies prior to issuance of the Second Notice to Proceed shall preclude Claims for Delay associated with such items. The Contract Base Amount shall be deemed to include the most expensive or comprehensive material or system so as to deliver a complete and functional facility. If Contractor finds

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any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Contract Documents, Contractor shall immediately inform County, in writing. Contractor shall have a continuing duty to so notify County.

Article 8: Prosecution of the Work

8.1. The Contractor shall furnish sufficient forces, offices, facilities and equipment, and shall work such hours, including night shift and overtime operations, as necessary to ensure the prosecution of the work in accordance with the current monthly updated progress schedule. If, in the opinion of the County Representative, the Contractor, due to its own action, falls behind in meeting the baseline schedule as presented in the current monthly updated progress schedule, the Contractor shall take such steps as may be necessary to improve its progress, and the County Representative may require the Contractor to increase the hours of work, the number of shifts, the amount of supervision, overtime operations or the amount of construction equipment without additional cost to the County.

8.2. Contractor shall be responsible for coordination of Work. All architectural, civil, structural, mechanical, electrical and other subcontractors shall be responsible for coordination of their portions of the Work with Contractor and with each affected trade.

Article 9: Supervision

9.1. Contractor shall employ on the Project during its progress a full-time competent English speaking superintendent satisfactory to County. The superintendent shall not be changed except with the written consent of County, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ.

9.2. Contractor shall supervise the Work, using best practices and industry standards. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

Article 10: Labor and Materials

10.1. Unless otherwise provided in the Contract Documents, 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.

10.2. 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 11: Temporary Offsite Facilities

Contractor shall provide, at Contractor's own expense and without liability to County, any additional land or facilities that may be required for temporary construction facilities, or for storage of materials.

Article 12: Maintenance of Traffic

Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with pedestrian, vehicular, marine or air traffic without the written consent of the proper authorities. All

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Maintenance of Traffic plans shall be submitted for approval prior to the start of work related to the MOT.

Article 13: Location and Damage to Existing Utilities

13.1. County does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities or structures that may be shown on the Drawings or encountered in the Work. Contractor shall identify and locate all underground and overhead utility lines, facilities, structures, or equipment affecting or affected by the Project. Any inaccuracy or omission in such information will not relieve the Contractor of its responsibility to protect such existing features.

13.2. The Contractor shall notify each utility, facility, structure, or equipment 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, facility, structure, or equipment which may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by companies for temporary support of their utilities, facility, structure, or equipment shall be paid for by the Contractor. All costs of permanent relocation to avoid conflict shall be the responsibility of the company involved. All relocations are to be approved by the respective owner prior to backfilling. If appropriate, Contractor shall engage a Ground Penetrating Radar service to locate conduit, pipes, duct banks and other subsurface utilities within the building footprint prior to any excavations. Contractor shall notify County of any discrepancy between the GPR results and the contract documents.

13.3. The Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility, facility, structure, or equipment owners' relocation or support of their utilities. The Contractor shall coordinate its activities with any and all public and private owners occupying the Project site. No compensation will be paid to the Contractor for any loss of time or delay caused by private utility owners.

13.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. Should the Contractor damage or interrupt the operation of a utility service or facility, Contractor shall immediately notify the proper utility service or facility owner and the County Representative. Contractor shall take all reasonable measures to prevent further damage or interruption of service.

13.5. The Contractor shall immediately repair all utilities, cables and other facilities that are damaged by its workers, equipment, or Work at its own expense with appropriate new material by skilled workers. Prior approval of the appropriate utility service and/or facility owner shall be obtained from the County Representative for the materials, workers, time of day or night, method of repairs, and any temporary or permanent repairs the Contractor may propose to any cables or utility service damaged by the Contractor during the course of the Work. The County may remedy such damage by ordering outside parties to make repairs at the expense of the Contractor. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility or facility owner. The Contractor, in such events, shall cooperate with the utility service or facility owner and the County Representative continuously until such damage has been repaired and service restored to the satisfaction of the utility service or facility.

Article 14: Safety and Protection

14.1. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project.

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14.2. Contractor shall protect the Work against all loss or damage sustained until Beneficial Occupancy by County or Substantial Completion, whichever comes first, and shall promptly repair any damage.

14.3. The Contractor shall not be responsible for normal wear resulting from the County's use of the Work after Beneficial Occupancy or Substantial Completion. However, any defect in the Work not attributable to normal wear resulting from the County's use shall be repaired by the Contractor at no additional cost to the County.

14.4. 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 herein, 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.

14.5. Contractor shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of unsafe activities or practices which may lead to accidents.

14.6. In the event of an emergency constituting an immediate hazard to the health or safety of employees, property, lessees, or the general public, the County may undertake, at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by work of the Contractor not being in accordance with the requirements of this Contract.

14.7. In addition to the safety requirements appearing elsewhere in the Contract documents, Contractor shall comply with the ANSI/ASSE A10 construction safety standards. Should there be any conflict between ANSI/ASSE A10 and FAA Advisory Circular 150/5370-2F, the FAA provisions shall prevail.

Article 15: Substitutions

15.1. Contractor may request substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price by making such request to County in writing. No substitute will be allowed without a Change Order or CPEAM that adjusts the Contract Price or Contract Time. Contractor agrees to pay all County's expenses related to County's review of the request for substitution. 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 County expenses for review. 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 the Contract.

15.2. Requests for substitutions of products will be considered prior to the County's issuance of the Second Notice To Proceed. Subsequent requests will only be considered upon submittal of substantiated evidence of product unavailability, or that there is some unreasonable difficulty in obtaining it.

15.3. Substitutions will not be considered when indicated on shop drawings or product data submittals without a separate formal request, when requested directly by Subcontractor or supplier, or when acceptance will require substantial revision of the Contract Documents.

15.4. Substitute products shall not be installed without prior written approval of County.

15.5. The County shall limit selections to products with warranties that comply with requirements of the Contract Documents.

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15.6. Requests For Substitutions

15.6.1. Submit separate request for each substitution. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.

15.6.2. Identify product by Specifications section and Article numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.

15.6.3. List similar projects using product, dates of installation, and names of the owner and consultant.

15.6.4. Give itemized comparison of proposed substitution with specified product, listing variations, and reference to Specifications section and Article numbers.

15.6.5. Substitutions will not be approved if the cost to provide and install the substitutions causes the Contract Price to be exceeded.

15.6.6. List availability of maintenance services and replacement materials.

15.6.7. State effects of substitution on construction schedule, and changes required in other work or products.

15.7. Contractor Representations

15.7.1. Request for substitution constitutes a representation that the Contractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product.

15.7.2. Contractor will provide the same warranty or better for substitution as for specified product.

15.7.3. Contractor will coordinate installation of approved substitute, including making such changes as may be required for Work to be complete in all respects.

15.7.4. Contractor certifies that cost data presented is complete and includes all related costs under this Contract.

15.7.5. Contractor waives claims for additional costs related to substitution, which may later become apparent.

Article 16: Shop Drawings

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

16.2. By the date specified in the First Notice to Proceed, Contractor shall submit to County a **PNC2116455C1 / FLL Green Belt Park Irrigation Main Extension**

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 shall not relieve Contractor from submitting complete Shop Drawings, in accordance with the Contract Documents.

16.3. Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

16.4. Contractor shall thoroughly review and check the Shop Drawings and each copy shall show this approval.

16.5. 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 the Contract Documents.

16.6. County's review 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 the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Drawings have been reviewed.

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

16.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be noted.

16.9. Contractor shall submit the number of copies required by the Contract Documents. Resubmissions of Shop Drawings shall be made in the same quantity.

16.10. Contractor shall keep one set of approved Shop Drawings at the job site at all times.

Article 17: Field Layout of the Work

Contractor shall maintain lines and grades in the field. Contractor shall maintain accurate records of the location and elevation of all foundations, slabs, pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like, and shall prepare "as-built" drawings of the same which are sealed by a surveyor registered by the State of Florida. Contractor shall deliver these records in good order to County 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 "as-built" drawings shall be made on electronic format and shall be submitted with each monthly pay application; once "as-builts" are completed and accepted, no further submittals will be required.

Article 18: Project Records, Audit Rights and Retention of Records

18.1 To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

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- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. 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;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and
- d. Upon completion of this Agreement, transfer to County, at no cost, all public records in possession of Contractor upon termination of this Agreement or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor 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 Contractor to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 831-4000, records@broward.org, 115 S. ANDREWS AVE., SUITE 120, FORT LAUDERDALE, FLORIDA 33301.

18.2 Contractor shall preserve all Records (as defined herein) pertinent to this Agreement for the required retention period specified by Florida law or for a minimum period of three (3) years after Final Completion, or whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the records shall be retained until resolution of the audit findings.

18.3 Records for all contracts, specifically including, but not limited to, lump sum contracts (i.e., fixed-price or stipulated sum contracts), unit price, cost-plus, or time and materials contracts, with or without guaranteed maximum (or not-to-exceed) amounts shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Such audits may be performed by any County representative or any outside representative engaged by County for the purpose of examining such records. County, or its designee, may conduct such audits or inspections throughout the term of this contract and for a period of three years after Final Completion, or longer if

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required by law. County's representatives may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, subcontractors, and vendors.

Contractor's "Records" as referred to herein shall include any and all information, materials and data of every kind and character (hard copy, as well as computer readable data if it can be made available), including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the County in connection with the Contractor's dealings with the County to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with Contract Documents
- b) Compliance with County's code of ethics
- c) Compliance with Agreement 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.

County's authorized representative(s) shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement. County, or its designees, shall have the right to audit, review, examine, inspect, analyze, and make copies of all written, electronic or other form of Records, as described herein, in its original or written form, at a location within Broward County, during the term of the Agreement or its required retention period. Contractor agrees to allow the County, or its designees, access to all of its Records, facilities and current or former employees deemed necessary by County. County reserves the right to conduct such audit or review at Contractor's place of business, if necessary, with 72 hours advance notice. Contractor agrees to provide adequate and appropriate work space.

In addition to the normal documentation Contractor typically furnishes to the County, in order to facilitate efficient use of County resources when reviewing and/or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

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

18.4 Contractor shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this Article by including the requirements hereof in a written agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Agreement.

18.5 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.

18.6 If an audit inspection or examination in accordance with this Article discloses overpricing or overcharges to County (of any nature) by the Contractor and/or the Contractor's Subcontractors in excess

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of five percent (5%) of the total contract billings reviewed, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 30 days) from presentation of County's findings to Contractor.

Article 19: Assignment and Performance

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without prior written approval of County.

Article 20: Subcontracts

20.1. Contractor shall have a continuing obligation to notify County of any change in Subcontractors. Upon request, Contractor shall provide County copies of subcontractor agreements.

20.2. Each Subcontractor must possess certificates of competency and licenses required by law.

20.3. Contractor shall not employ any Subcontractor debarred under County procedures.

20.4. Contractor shall be fully responsible for all acts or omissions of Subcontractors in connection with the Work. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and County, or any obligation on the part of County to pay any Subcontractor.

20.5. Contractor agrees to bind every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of County.

20.6. Contractor shall perform the Work with its own organization, amounting to not less than the percent shown on in the Summary of Terms and Conditions.

20.7 Third-Party Beneficiaries: Except as otherwise expressly provided by these Contract Documents, neither Contractor nor County intends to directly or substantially benefit a third party by this Contract.

Article 21: Progress Payments

21.1. Contractor may submit applications for payment not more frequently than monthly for Work completed. No payment will be made in advance of work being completed. Contractor's application shall show a complete breakdown of the Project components, the quantities or percentages completed, as applicable, and the amount due, together with such supporting evidence as may be required by County Representative.

21.2. Each application for payment shall include but not be limited to the following documents:

21.2.1. An updated progress schedule acceptable to County as required by the Contract Documents;

21.2.2. A Certification of Payments to Subcontractors Form accompanied by a copy of the notification sent to each Subcontractor, explaining the good cause why payment has not been made;

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- 21.2.3. A release of claims from each Subcontractor and from Contractor relative to the Work which was the subject of and through the date of previous pay applications;
 - 21.2.4. A Consent of Surety form relative to Work which is the subject of the pending pay application;
 - 21.2.5. A completed Statement of Wage Compliance Form;
 - 21.2.6. A Monthly Utilization Report Form;
 - 21.2.7. Updated as-built information for Work performed during the payment period;
 - 21.2.8. Certified payroll records as required by the Contract Documents;
 - 21.2.9. Executed subcontracts if requested by County;
 - 21.2.10. Subcontractor and vendor invoices, if requested by County;
 - 21.2.11. A LEED certification status report, if applicable; and
 - 21.2.12. Documentation of compliance with specifications for Work items that have been designated as intended to support the County's application for LEED certification, if applicable.
- 21.3. Applications for Payment shall be subject to approval by County. Failure to furnish supporting evidence for amounts invoiced shall result in a reduction of the amount otherwise due to Contractor. Incomplete pay applications will not be processed.
- 21.4. Retainage
- 21.4.1. The County shall withhold ten percent (10%) retainage from each progress payment to the Contractor until fifty percent (50%) of the Work has been completed. Thereafter, the County shall reduce to five percent (5%), the amount of retainage withheld from each subsequent progress payment made to the Contractor. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the County after written request by Contractor.
 - 21.4.2. After fifty percent (50%) completion of the Work, the Contractor may request the release of up to one-half of the retainage then being held. County will promptly make payment to Contractor to release retainage unless grounds exist under 21.4.5 not to.
 - 21.4.3. If payment of retainage to the Contractor is made and is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors and suppliers.
 - 21.4.4. After Substantial Completion and after completion of all items on the punch list, the Contractor may submit a payment request for all remaining retainage. It shall be the County's sole determination as to whether any of the punch list items have been completed. For items deemed not to have been completed, the County may withhold retainage up to one and one-half times the total cost to complete such items. Any interest earned on retainage shall accrue to the benefit of County.

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21.4.5. County shall not be required to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05 F.S., or otherwise the subject of a claim or demand by the County or Contractor.

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

21.5.1. Defective work not remedied.

21.5.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or County because of Contractor's performance.

21.5.3. Failure of Contractor to make payments properly to Subcontractors or for materials or labor.

21.5.4. Damage to another contractor not remedied or damage to other County property not remedied.

21.5.5. Liquidated Damages and costs incurred by County for extended construction administration.

21.5.6. Failure of Contractor to provide any and all documents required by the Contract Documents.

21.5.7. Failure to perform Contract requirements.

21.5.8. Overpayment made by the County as determined by audit of the Contractor's records.

21.5.9. Damages caused by Contractor to County under other contracts with County.

21.6. Stored Materials and Equipment (on site): Contractor may store materials and equipment at the Project site only on locations designated on the plans. Payment shall be made only for installed materials.

Article 22: Changes in the Work or Terms of Contract Documents

22.1. County may increase, decrease or otherwise modify the character or quantity of the Work or Contract Time. Any extra or additional Work or time within the scope of this Project must be accomplished by means of Change Orders or CPEAMs.

22.2. No modification, amendment, revision or alteration to the terms or conditions of this Contract shall be effective unless contained in a written document executed with the same formality as this Contract, or pursuant to the terms herein, or as expressly authorized in the Procurement Code. This provision cannot be waived by any means.

22.3. County may propose a change in the Work or may ask Contractor for a price for a potential change in the Work. Such requests are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.

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22.4. Contractor shall submit an estimate within 7 calendar days after receipt of the proposal request. Contractor shall provide sufficient documentation to allow evaluation of the estimate, as well as a time impact analysis for any estimate that includes a proposed extension of the Contract Time. At a minimum, Contractor shall provide data in connection with the items included in "Cost of Work" in the Article, "Value of Changed Work."

22.5. The Contractor shall maintain its price quote for acceptance by the County for a minimum of 120 calendar days after submittal. The cost or credit to the County for any change in the work shall be determined in accordance with the provisions of the Contract Documents. The Contractor shall not be compensated for efforts expended in preparing and submitting price quotes.

Article 23: Field Orders

The County may issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change to the Contract Base Amount or to the Contract Time.

Article 24: Allowance Accounts

24.1. Certain portions of Work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is included in the Contract as a specific line item(s) entitled "Allowance Account(s)."

24.1.1. Allowance Accounts shall be used to reimburse the Contractor for the actual costs of permit fees, license fees, impact fees and inspection fees paid to any governmental entity in connection with the construction of the Project; for furnishing all labor, materials, equipment and services necessary for modifications or extra work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve or address oversight in design, County oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays, and dispute avoidance and resolution; and for making final adjustments to estimated quantities, if any, shown on the Schedule of Prices Bid in the Bid Form to conform to actual quantities installed.

24.1.2. Other Allowance Account(s) may be used as specified in the Contract Documents.

24.1.3. The values for Allowance Accounts, if any, are included in the awarded Contract Price, but are not chargeable against the Contract Price unless and until the Contractor is directed to perform work contemplated in the Allowance Account(s) by a written CPEAM(s) issued by the Contract Administrator.

24.1.4. CPEAMs shall require the same documented support as Change Orders.

24.2. At such time as Work is to be performed under the Allowance Account(s), the Work shall be incorporated into the Construction Schedule and the Schedule of Values, and shall in all respects be integrated into the construction as a part of the Contract as awarded.

24.3. The CPEAM for the required Work will be issued by the County upon receipt from the Contractor of a satisfactory proposal for performance of the Work, and the acceptance thereof by the County.

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24.4. County may require the Contractor to solicit competitive bids from appropriate Subcontractors and materials suppliers for performance of the Work.

24.5. The amount of an Allowance Account may be increased by a Change Order. No CPEAMs shall be issued against an Allowance Account if such CPEAMs, in the aggregate, exceed the authorized amount of that Allowance Account, until that excess has been authorized by Change Order or other appropriate action.

24.6. In the event that County and Contractor cannot agree on a price or time adjustment for proposed Work, a CPEAM may be issued using the undisputed value or time, and the Contractor may reserve a claim for the disputed amount and time. Any reserved claim must identify the scope of Work, the maximum amount to be claimed, and the maximum number of days claimed for each item of Work. Any claim not expressly reserved in this manner is waived.

24.7. At Final Completion, the Contract Price shall be decreased by Change Order to credit unexpended amounts under the Allowance Accounts.

Article 25: Change Orders and CPEAMs

25.1. Changes in the Contract Price 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.

25.2. Changes in the quantity or character of the Work within the scope of the Project, including all changes resulting in changes in the Contract Base Amount, or changes in the Contract Time, may be authorized by Change Orders or CPEAMs approved in advance.

25.3. Contractor shall not start work on any changes requiring an increase in the Contract Base Amount, Contract Price or the Contract Time until a Change Order, CPEAM or other written directive is issued by County setting forth the adjustments. Upon receipt of a Change Order, CPEAM or written directive issued and approved by County, Contractor shall promptly proceed with the change in the Work involved.

25.4. For all Change Orders and CPEAMs issued, Contractor shall deliver a Consent of Surety adjusting the Payment and Performance Bonds by the amount of the Change Order or CPEAM.

25.5. Under circumstances determined necessary by County, Change Orders may be issued unilaterally by County directing a change in the work. In such event, Contractor is obligated to proceed with the Work, even though there has not been an agreement reached on the terms of the Change Order.

Article 26: Value of Changed Work

26.1. The value of any changed Work covered by a Change Order or CPEAM shall be determined in one of the following ways:

26.1.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved. Unit prices are understood to include a component for overhead and profit.

26.1.2. By mutual acceptance of a lump sum which Contractor and County acknowledge contains

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a component for overhead and profit.

26.1.3. On the basis of the "Cost of Work," plus the Contractor's fee for Overhead and Profit.

26.2. Unit Price Calculation:

26.2.1. When unit prices are included in the Contract, 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 the bid is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Contract Documents, as may be amended by Change Order or CPEAM. Unit prices shall be full compensation for all costs, including overhead and profit, associated with completion of the Unit in full conformity with the requirements as stated in the Contract Documents.

26.2.2. Unit prices shall be those described in the Contract Documents. To be compensable, units must be measured daily by the Contractor and approved in writing by the County.

26.2.3. In no event shall the Contractor be entitled to compensation greater than the aggregate amount of the unit price times the original bid quantity of Work shown in the Bid Form unless authorized by Change Order or CPEAM.

26.2.4. The Contractor shall not be entitled to any additional compensation if actual quantities of Work performed are less than the estimated quantities shown in the Bid Form.

26.2.5. All final measurements for unit price work shall be performed by the County which shall afford the Contractor an opportunity to witness or to participate in the calculation of measurements and to review all calculations.

26.3. Lump Sum Calculation:

Lump sum price Change Orders or CPEAMs shall be based on the County's proposal request, Contractor's responsive estimate, and mutual agreement between the County and the Contractor. In cases where the County and the Contractor cannot mutually agree, the extra Work will be performed on a "Cost of Work" basis.

26.4. Cost of Work Calculation:

26.4.1. The term "Cost of the Work" shall mean the sum of those allowed direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order or CPEAM. Except as otherwise may be agreed to in writing by County, such costs shall include only the following items:

26.4.1.1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order or CPEAM; payroll costs for employees not employed full time on the changed Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries or wages at straight or overtime rates plus the cost of applicable fringe benefits which shall include social security contributions, unemployment and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay. Employees shall not include superintendents and forepersons at the site. Overtime shall be included in the
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above only to the extent previously authorized by County in writing.

26.4.1.2. Cost of all materials and equipment furnished and incorporated in the changed Work including costs of transportation and storage. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall accrue to County.

26.4.1.3. The rental cost of any equipment used exclusively for the changed Work, if the equipment is not used for any other part of the Work.

26.4.1.4. Payments made by Contractor to Subcontractors for work performed by Subcontractors. County may direct Contractor to obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to County.

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

26.4.1.6. Royalty payments and fees for permits and licenses for changed Work when the permit or license is issued in the name of County.

26.4.1.7. Cost of premiums for additional bonds required because of changes in the Work, provided that no markup or fee will be paid on these costs.

26.4.2. The term "Cost of Work" shall not include Overhead and Profit or any of the following:

26.4.2.1. 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.

26.4.2.2. Costs to correct defective Work, disposal of materials or equipment wrongly supplied, and restoring any damage to property.

26.4.2.3. 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 changed Work.

26.4.2.4. Cost of materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools, which are consumed in the performance of the Work.

26.4.2.5. The cost of additional utilities, fuel and sanitary facilities at the site.

26.4.2.6. Cost of any item not expressly included in paragraph 26.4.1.

26.5. Contractor's fee allowed for Overhead and Profit on Cost of Work shall be as follows:

26.5.1. For allowed costs when the Work is performed by the Contractor's own forces, Contractor's fee shall be ten percent (10%) of the direct Cost of the Work, excluding the cost of additional insurance and bonds.

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26.5.2. For allowed costs incurred when the Work is performed by Subcontractors, Contractor's fee shall be seven and one half percent (7.5%) of the direct Cost of the Work, excluding the cost of additional insurance and bonds. 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%).

26.5.3. No fee shall be payable on items included in Overhead and Profit.

26.5.4. No fee shall be payable to Contractor for costs incurred under 26.5.2, where the Subcontractor is owned by, or an affiliate of, Contractor, by common ownership or management, or is effectively controlled by Contractor. For purposes of this provision, this would include an affiliate of any member of the Contractor team or entity, whether Limited Liability Company, Partnership, Joint Venture, or otherwise.

26.6. Contractor must support its request for payment under this section on a form acceptable to County with an itemized cost breakdown, and supporting data documenting payments. Contractor and the Subcontractor(s), as appropriate, shall maintain itemized daily records of costs, quantities and labor. Copies of such records, maintained as follows, shall be furnished to the County daily for approval, subject to audit.

26.6.1. Labor. On a daily basis, the Contractor and its Subcontractor(s) of any tier performing the Work shall submit records of the cost of labor attributed to changed Work. The record shall include the name, classification, date, daily hours, total hours, rate and the extension for each laborer, tradesperson, and foreperson.

26.6.2. Materials and Equipment. Contractor shall maintain records on a daily basis for equipment and materials utilized in the changed Work as follows:

26.6.2.1. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of special machinery and equipment.

26.6.2.2. Quantities of materials, prices, and extensions.

26.6.2.3. Transportation of materials.

26.7. Each Change Order and CPEAM must state whether each item of changed Work is based upon unit price, negotiated lump sum, or "Cost of Work."

26.8. Each Change Order or CPEAM amount shall include all costs for the time associated with the changed Work, when the Contractor is entitled to Compensable Excusable Delay. No separate payment shall be made for delay or extensions to the Contract Time for changed Work, and no reservation of claims for additional time by the Contractor shall be valid unless the reservation includes the number of days reserved and the scope of Work associated with those days.

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Article 27: No Damages for Delay, Non-Excusable And Excusable Delays

27.1. Except as provided in this Article, Contractor shall not be entitled to any 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, not merely negligence, on the part of County, its Consultant or its agents. 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.

27.2. The Contractor shall document its Claim for any Contract Time extension in accordance with the requirements of the Contract Documents. Failure of the Contractor to comply with all requirements as to any particular event of Project Delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all Claims resulting from that particular event of Project delay.

27.3. Non-Excusable Delay. Any Delay which extends the completion of the Work or portion of the Work beyond the Contract Time and which is caused by the act, fault or omission of the Contractor or any Subcontractor, materialman, supplier or vendor to the Contractor. Delays in obtaining permits caused by the Contractor's actions or lack of actions are Non-Excusable Delays. A Non-Excusable Delay shall not be cause for granting a Contract Time extension and shall subject the Contractor to Liquidated Damages.

27.4. Excusable Delay. An Excusable Delay may be compensable or non-compensable. The Contractor shall be entitled to Liquidated indirect costs for Compensable Excusable Delay, in accordance with the Contract Documents.

27.5. When the Work is extended beyond the Contract Time due to an Excusable Delay, a Change Order or a CPEAM must authorize an extension of the Contract Time. When the Excusable Delay is caused by authorized changed Work, the cost of the changed Work and the Excusable Delay shall be included in the same Change Order or CPEAM.

27.6. Compensable Excusable Delay:

27.6.1. The Delay is caused by circumstances beyond the control of the Contractor or its Subcontractors, materialmen, suppliers or vendors, and

27.6.2. Caused solely by fraud, bad faith or active interference, not merely negligence, on the part of County, its Consultant or its agents, and

27.6.3. The Delay is not concurrent with a Non-Compensable Delay.

27.7. Non-Compensable Excusable Delay:

27.7.1. The Contractor shall be entitled only to a time extension and no further compensation for Non-Compensable Excusable Delay.

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27.7.2. Non-Compensable Excusable Delay may be caused by circumstances beyond the control of the Contractor, its Subcontractors, materialmen, suppliers and vendors, and is also caused by circumstances beyond the control of the County and the Consultant, such as delay(s) caused by the permitting agencies, to the extent that such delays were not caused by the Contractor, or

27.7.3. Non-Compensable Excusable Delay may be caused jointly or concurrently by the Contractor or its Subcontractors, materialmen, suppliers or vendors and by the County or the Consultant, or

27.7.4. Non-Compensable Excusable Delay may be caused by performance of additional unit price Work that extends the Contract Time.

27.8. Weather may be grounds for Non-compensable Excusable Delay 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 updated progress schedule.

27.9. In no event shall the Contractor be excused for interim Delays which do not extend the Contract Time or Milestones.

27.10. Nothing in this Contract shall be construed as waiving County's right to Liquidated Damages for delays due to failure of Surety, Delays as a result of the Contractor's failure to carry out the instructions of the County, or for any other Delays not specifically deemed to be Excusable Delay.

Article 28: Severe Weather

28.1. During such periods of time as are designated by the United States Weather Bureau as being a tropical storm watch or warning or 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 has given notice of same.

28.2. Compliance with any specific tropical storm or hurricane watch or warning precautions will not constitute additional Work.

Article 29: Notification and Claim for Change of Contract Time or Amount

29.1. Any request for additional time or compensation shall be made by written notice to the County within two (2) days of the commencement of the event giving rise to the request. Within fourteen (14) days of the termination of the event giving rise to the request, or such longer period of time as authorized by the County in writing, Contractor shall submit all documentation supporting the request for additional cost or time. If the County and Contractor cannot resolve a request within sixty (60) days after submission, Contractor may re-submit the request as a Claim in accordance with the Contract Documents which shall be submitted to Consultant for determination. The Claim shall include Contractor's written notarized certification of the Claim in accordance with the False Claims Ordinance, Sections 1-276, et seq., Broward County Code of Ordinances.

29.2. All requests and Claims for increases to the Contract Time or Contract Base Amount shall be waived if not submitted in strict accordance with the requirements of the Contract Documents, the satisfaction of which shall be conditions precedent to entitlement.

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29.3. Each Claim must include a description of the disputed work, the amount sought by the Contractor and the number of days of Delay sought by the Contractor. The Claim must be accompanied by all job records supporting entitlement and the amounts and time sought. A time impact analysis shall be provided to support any claim for additional time. County shall be entitled to review additional job records to evaluate the submitted claim.

29.4. Submission of Claims.

29.4.1. Consultant shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents 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, the Contract Documents and Consultant's decisions of all claims, questions, difficulties and disputes shall be final and binding to the extent provided herein.

29.4.2. Unless a different period of time is agreed upon, 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. All non-technical administrative disputes, shall be determined by the Contract Administrator. 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. Contractor may not refuse to perform work that is the subject of a dispute or a Claim.

29.4.3. In the event the determination of a dispute under this Article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) 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.

29.5. Reservation of Claim Amounts and Time.

29.5.1. Contractor may reserve a timely-submitted Claim by executing a conditional release in a CPEAM or Change Order, which states the amount and time sought in the Claim and identifies the Scope of Work giving rise to the Claim. Unquantified amounts or time claimed will not preserve a Claim or a right to a Claim.

29.5.2. If County agrees to pay a portion of a Claim, Contractor may reserve the remaining portion of the Claim by executing a conditional release in a CPEAM or Change Order, which states the remaining amount and time sought in the Claim and identifies the Scope of Work giving rise to the Claim. Unquantified amounts or time claimed will not preserve a Claim or a right to a Claim.

29.5.3. Each Change Order shall contain a release and waiver of all claims as of the date the Contractor signs the Change Order, except as specifically included in a reservation of claims within the Change Order. The reservation of Claims shall, as to each reserved individual Claim, state the amount and time sought in the Claim and identify the Scope of Work giving rise to the Claim. Any Claim not included in the reservation of Claims is waived and abandoned; and unquantified amounts or time are also waived and abandoned.

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29.5.4. If any Claims remain unresolved at Substantial Completion, the parties shall participate in mediation within sixty (60) days. The mediation shall be confidential to the same extent as Court-ordered mediation under Florida law. The Mediator shall be mutually agreed upon by the parties. Should any Claim not be resolved in mediation, the parties retain all their rights and remedies under Florida law. Participation in mediation is a condition precedent to file a lawsuit in connection with the Project. If a party which has not satisfied this condition precedent files a lawsuit in connection with this Contract, the party filing the lawsuit shall pay the other party's reasonable attorneys' fee and court costs.

Article 30: Inspection and Testing

30.1. 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.

30.2. Field instructions shall not be effective to authorize deviations from the Contract Documents.

30.3. Should the Contract Documents, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Contractor shall give County timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than County, at least three (3) days' notice must be given prior to each test. Testing shall be made promptly, and, where practicable, at the source of supply. Work covered without approval of County must, if required by County, be uncovered for examination and properly restored at Contractor's expense.

30.4. County may order reexamination of any of the Work and, if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, County shall pay the cost of reexamination and replacement. If such Work is not in accordance with the Contract Documents, Contractor shall pay such cost.

30.5. Contractor shall perform its own quality control testing, at its own expense.

30.6. Except when otherwise specified in the Contract Documents, the expense of all tests requested by County shall be borne by County and performed by a testing firm chosen by County. The cost of any required test which Contractor fails shall be paid for by Contractor. County's test results will determine compliance with the Contract Documents.

30.7. 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.

Article 31: Defective Work and Non-Conforming Work

31.1. County shall reject defective Work. All materials and equipment furnished will be new unless otherwise specified and all of the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not authorized, may be considered defective.

31.2. 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 the cost of testing laboratories and personnel.

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31.3. Should Contractor fail or refuse to remove or correct any defective Work in accordance with the requirements of the Contract Documents within the time indicated in writing by County, County may cause the defective Work to be removed or corrected 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. Additionally, County may terminate Contractor for cause.

31.4. If, within one (1) year after Substantial Completion or such longer period of time prescribed by the Contract Documents, any of the Work is found to be not in accordance with the Contract Documents, Contractor, within ten (10) days after written notice from County, shall correct such defective or nonconforming Work without cost to County, or shall provide a plan acceptable to the County for the prompt correction of such defective or nonconforming Work. If Contractor fails to correct defective or nonconforming Work timely, County may charge Contractor for the cost of correction. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents.

31.5. 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, or waive County's rights with regard to latent defects.

31.6. Within 10 days after written notice from County, Contractor will correct all latent defects discovered within ten (10) years of Substantial Completion. Contractor will restore any Work disturbed in connection with the correction of defective work at no cost to the County.

31.7. The provisions of Florida Statutes Chapter 558 shall not apply to this Contract.

Article 32: Beneficial Occupancy

32.1. Beneficial Occupancy shall occur when the County in its sole discretion determines that a portion of the Work may be occupied prior to Substantial Completion.

32.2. Beneficial Occupancy shall not constitute Substantial or Final Completion or acceptance of the Work, nor shall it relieve the Contractor of any responsibility for the correction of Work or for the performance of Work not complete at the time of Beneficial Occupancy.

32.3. Prior to Beneficial Occupancy, the Contractor shall obtain a Certificate of Occupancy or Completion from the appropriate Authority Having Jurisdiction.

32.4. Prior to the anticipated date of Beneficial Occupancy, the Contractor shall instruct County personnel as necessary for the proper operation and maintenance of all equipment and machinery that will serve the portion of the Work being occupied.

32.5. After Beneficial Occupancy and as conditions of Substantial Completion, the Contractor shall deliver to the County complete as-built drawings, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required for all installed materials, equipment, or machinery, all applicable warranties and guaranties, and the appropriate Certificate of Occupancy or Completion that are related to the portion of the Work being occupied.

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32.6. Contractor's insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such Beneficial Occupancy.

32.7. Contractor shall be responsible to maintain all utility services to areas occupied by the County until Final Acceptance.

Article 33: Partial Substantial Completion

Partial Substantial Completion of the Work shall occur when the County determines that a portion of the Work, as defined by logical boundaries, is Substantially Complete, in accordance with the Contract Documents. County shall have the right at its sole option to designate such portions of the Work as Substantially Complete. Partial Substantial Completion shall not constitute Final Acceptance of the Work, nor shall it relieve the Contractor of any responsibility for the correction of Work or for the performance of Work not complete at the time of Partial Substantial Completion.

Article 34: Substantial Completion

34.1. When it is determined that the Work is substantially complete in accordance with the Contract Documents, a Certificate of Substantial Completion will be issued in the form included in these Contract Documents. As a condition of Substantial Completion, all of the following shall occur:

34.1.1. The County shall develop, and the Contractor shall review, the list of items of Work to be completed or corrected by Contractor to satisfy the requirements of the Contract Documents for Final Completion. 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 the Contract Documents.

34.1.2. Contractor shall deliver all executed warranties.

34.1.3. Contractor shall deliver all as-built drawings.

34.1.4. Contractor shall deliver operation and maintenance manuals.

34.1.5. Contractor shall deliver evidence that all permits have been satisfied and closed, and that a final certificate of completion or certificate of occupancy has been issued.

34.1.6. The Project can be used for its intended purpose.

34.1.7. Contractor shall satisfy all other requirements of the Contract Documents.

34.2. After Substantial Completion is established, Contractor may invoice for retainage provided that County will retain up to 150% of the value of the items to be corrected or completed by Contractor.

Article 35: Guarantees And Warranties

35.1. Guarantees and Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise provided and will be for a period of one (1) year unless otherwise provided in the Contract Documents.

35.2. The Contractor will correct all defects discovered within one (1) year (or longer period if provided in the Contract Documents) of the date of Substantial Completion. Contractor will commence repairs within ten (10) days after being notified by the County of the need for the repairs and will prosecute the repairs diligently until completed.

35.3. If the Contractor fails to act within ten (10) days, the County may have the repairs performed by others at the expense of the Contractor.

35.4. Written warranties furnished to the County are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law or the Contract Documents.

35.5. The Contractor shall also furnish any special guarantee or warranty called for in the Contract Documents.

Article 36: Clean Up

Contractor shall at all times keep the Project premises free from accumulation of waste materials or rubbish. At the completion of the Project, Contractor shall remove all of its waste materials and rubbish from and about the Project, as well as its tools, construction equipment, machinery and surplus materials. County may clean up and charge the cost to Contractor.

Article 37: Final Acceptance and Final Payment

37.1. Contractor shall notify County when the Work is ready for final inspection. County shall confirm that all punchlist items have been completed, final quantities of unit price items have been reconciled, the requisite documents have been submitted, the requirements of the Contract Documents have been fully satisfied, all credits due County are reconciled, and all conditions of the permits and regulatory agencies have been met.

37.2. Before requesting final payment, Contractor shall deliver to County: (i) a complete release of all Claims arising out of this Contract conditioned only upon receipt of Final Payment, (ii) 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, and (iii) a consent of the surety to Final Payment. The final payment package is to include the certification document titled, "FINAL LIST OF CERTIFIED (CBE) AND NONCERTIFIED SUBCONTRACTORS AND SUPPLIERS."

37.3. Final payment shall be made only after the County has reviewed and approved the Final payment package. Contractor's acceptance of final payment shall constitute a waiver of all claims by Contractor.

Article 38: Performance Bond and Payment Bond

Within fifteen (15) calendar days of being notified of the conditional award, and prior to issuance of the First Notice to Proceed, Contractor shall furnish a Performance Bond and a Payment Bond in the form included in the Contract Documents.

Each Bond shall be maintained in the amount of one hundred percent (100%) of the Contract. Each Bond shall be increased in the amount of any change to the Contract Price.

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38.1. Each Bond shall be maintained in the amount of one hundred percent (100%) of the Contract. Each Bond shall be increased in the amount of any change to the Contract Price.

38.2. Each Bond shall continue in effect for one (1) year after Final Completion of the Work. This is not intended to shorten the limitations period provided for in Section 95.11(2) (b), Florida Statutes.

Article 39: Indemnification

39.1. Contractor shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's 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. These indemnifications shall survive the term of this Contract.

39.2. Sums otherwise 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.

Article 40: Suspension of Work

40.1. The County has the right to suspend the Work wholly, or in part, for such period or periods it may deem necessary. County shall notify the Contractor in writing that it is suspending the Work and the effective date of such suspension.

40.2. If the County suspends the Work, the Contractor shall store all materials in such a manner that they will not become an obstruction, nor become damaged in any way, and it shall take every precaution to prevent damage or deterioration of the Work performed. The Contractor shall construct temporary structures where necessary to provide for traffic on, to, or from the Project location.

40.3. If the period of such suspension delays the Contract Time, such Delay may be considered a Compensable Excusable Delay.

Article 41: Termination

41.1. Termination for Cause by County. 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 the Contract Documents, 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 List created pursuant to Section 215.473, Florida Statutes, as amended, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended, County may give written notice of the breach to Contractor and its Surety, allowing Contractor to cure the breach within ten (10) days. If Contractor fails to cure the breach within the ten (10) day period, County may terminate Contractor without any further notice, for cause and exclude

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Contractor from the Project site. At the end of the ten (10) day period, all materials and equipment left on the site are deemed abandoned by the Contractor. Contractor shall not be entitled to receive any further payment.

41.1.1. County may make demand on the Surety to complete the Work without further agreement. Alternatively, in its sole discretion, County may complete the Project, or any portion of the Project. All damages, costs, credits, and charges incurred by County, together with the costs of completing the Project and correcting any deficient work, shall be deducted from any monies due or which may become due to Contractor or Surety. In the event the damages and expenses so incurred by County exceed the unpaid balance, Contractor and Surety shall be jointly and severally liable for the deficiency and shall pay to County on demand. Termination for cause shall not extend the Contract Time.

41.1.2. Without limiting the County's right to terminate for cause stated in this Article, County may terminate Contractor for cause upon the occurrence of any of the following:

41.1.2.1. By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for any fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

41.1.2.2. By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE participants by County's Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was misrepresented by Contractor during the procurement or the performance of this Agreement.

41.1.3. **Materiality and Non-Waiver of Breach:** Each requirement, duty, and obligation in the Contract Documents is material. 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 shall not be effective unless it is in writing and approved by the County Commission or its designee. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach.

41.1.4. If, after notice of termination to Contractor, it is determined for any reason that Contractor was not in default, the rights and obligations of County and Contractor shall be the governed as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 41.2 below.

41.2. **Termination for Convenience by County.** This Contract, or any part thereof, may be terminated for convenience in writing by County upon at least ten (10) days' written notice to Contractor of intent to terminate on the date specified in the written notice, as follows:

41.2.1. Contractor shall be paid for all Work executed and actual expenses incurred prior to termination in addition to termination costs reasonably incurred by Contractor relating to

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commitments which had become firm prior to the termination. All expenses incurred shall be verified to the satisfaction of the County. No payment shall be made for Work not performed or for profit related to Work and services which have not been performed.

41.2.2. Upon receipt of Notice of Termination, 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 the Contract Documents whether completed or in process. In addition, Contractor 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 42: Compliance With Laws

42.1. The Contractor shall at all times observe and comply with all laws, ordinances, codes, rules, regulations, orders, and decrees of any public body having jurisdiction in performing its duties, responsibilities, and obligations related to the Contract Documents.

42.2. Contractor shall pay all applicable taxes required by law.

Article 43: Permits and Fees

43.1. Contractor shall secure all permits required for the Work and arrange for all inspections and similar procedural items as required by the authorities having jurisdiction. Contractor shall be reimbursed only for the actual amount of fees levied, as evidenced by a paid receipt or other acceptable documentation. Reimbursement to Contractor shall not include Overhead and Profit of Contractor.

43.2. Contractor shall 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 and Subcontractors working on the Project for whom a Certificate of Competency is required.

43.3. Impact fees levied by any authority having jurisdiction over the Work shall be paid by County. Contractor shall be reimbursed only for the actual amount of the impact fee as evidenced by a paid receipt or other acceptable documentation issued by the authority having jurisdiction. Reimbursement to Contractor shall not include Overhead and Profit of Contractor.

43.4. Contractor shall obtain all necessary permits prior to commencing Work (unless otherwise provided by the Contract Documents), and shall maintain and comply with all permits during the progress of the Work.

Article 44: Royalties and Patents

All fees, royalties, and costs for any invention or patent that may be used in connection with the Work are included in the Contract Price.

Article 45: Applicable Law, Jurisdiction, Venue, and Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in

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connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND County HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT 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.**

Article 46: EEO and CBE Compliance

46.1. 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 comply with all requirements of the CBE Program, as applicable, in the award and administration of this Agreement. Failure by Contractor to carry out any of these requirements shall constitute a material breach of this Contract, which shall permit County to terminate this Contract or to exercise any other remedy provided under this Contract, under the Broward County Code of Ordinances, or Administrative Code, or, under applicable law, with all of such remedies being cumulative.

46.2. Contractor shall comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

46.3. Contractor will comply with the Title VI Civil Rights Act of 1964 and List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this permit.

46.4. This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor - Wage and Hour Division.

46.5. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sublessees, and subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

46.6. 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 to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as County deems appropriate.

46.7. Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. 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.

46.8. By execution of this Agreement, 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.

Article 47: Notices

Whenever either party desires to give notice to the other, such notice shall be by email and must be followed by a written hard copy sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as shown in the Summary of Terms and Conditions until changed in writing in the manner provided in this Article.

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

SECTION 4 - SPECIAL PROVISIONS

SPECIAL PROVISION 1A: COUNTY BUSINESS ENTERPRISE (CBE) COMPLIANCE

1. Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.
2. Contractor will meet the required CBE goal by utilizing the CBE firms listed in Exhibit 1A-1 (or a CBE firm substituted for a listed firm, if permitted) for 16.48 percent of total Services under this Agreement (the "Commitment").
3. In performing the Services, Contractor shall utilize the CBE firms listed in Exhibit 1A-1 for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Contractor shall enter into formal contracts with the CBE firms listed in Exhibit 1A-1 and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.
4. Each CBE firm utilized by Contractor to meet the CBE goal must be certified by 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 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, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify County, and OESBD may adjust the CBE goal by written notice to Contractor. Contractor shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.
5. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%)

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of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

6. Contractor acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement 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 in writing 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.
7. County may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement 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, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.
8. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the CBE goal stated in this article. In addition, Contractor shall allow County to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining Contractor's contractual and CBE obligations. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.
9. The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

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Exhibit 1A-1 List of CBE Firms			
DBF Construction, LLC (Prime)			
	CBE Firms	Bid Amount	CBE Participation
1.	Amos Supply, Inc. (Sub)	\$150,694.95	11.27%
2.	Bon's Barricades, Inc. (Sub)	\$20,000.00	1.50%
3.	Compass Point Surveyors, PL (Sub)	\$29,000.00	2.20%
4.	Micar Trucking, Inc. (Sub)	\$20,000.00	1.51%
	Total	\$219,694.95	16.48%
	Bid Amount does not include \$ \$19,000.00 Allowance Amount.		

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

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

Solicitation No.: PNC2116455C1

Project Title: Green Belt Park Irrigation Main Extension

Bidder/Offeror Name: DBF Construction, LLC

Address: 1850 NW 15th Avenue, Suite 225 City: Pompano Beach State: FL Zip: 33069

Authorized Representative: Mark Giannetti Phone: 954-892-1697

CBE Firm/Supplier Name: AMOS SUPPLY INC.

Address: 1850 NW 15th Ave, Suite 225 City: Pompano Bch, State: FL Zip: 33069

Authorized Representative: Carl Hurst Phone: 954-778-0105

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
<u>SUPPLY - PROCESS EQUIPMENT,</u>		<u>\$150,694.95</u>	<u>11.27</u> %
<u>INDUSTRIAL + WATERWORKS</u>			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Carl Hurst Title: President Date: 2-04-19

Bidder/Offeror Authorized Representative

Signature: _____ Title: _____ Date: _____

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

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

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

Rev.: June 2018

Compliance Form No. 004

PNC2116455C1 / FLL Green Belt Park Irrigation Main Extension



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

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

Solicitation No.: PNC2116455C1

Project Title: Green Belt Park Irrigation Main Extension

Bidder/Offeror Name: DBF Construction, LLC

Address: 1850 NW 15th Avenue, Suite 225 City: Pompano Beach State: FL Zip: 33069

Authorized Representative: Mark Giannetti Phone: 954-892-1697

CBE Firm/Supplier Name: Bons Barricades

Address: 1913 NW 40th Court City: Pompano Beach State: FL Zip: 33064

Authorized Representative: Terrence Williams Phone: 954-968-1261

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Maintenance and Traffic Control	561990	\$20,000	1.5 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: VP of Sales Date: 2/4/19

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: Vice President Date: 2/5/2019

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

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

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

Rev.: June 2018

Compliance Form No. 004

PNC2116455C1 / FLL Green Belt Park Irrigation Main Extension



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

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

Solicitation No.: PNC2116455C1

Project Title: Green Belt Park Irrigation Main Extension

Bidder/Offeror Name: DBF Construction, LLC

Address: 1850 NW 15th Avenue, Suite 225 City: Pompano Beach State: FL Zip: 33069

Authorized Representative: Mark Giannetti Phone: 954-892-1697

CBE Firm/Supplier Name: Compass Point Surveyors, PL

Address: 3195 N. Powerline Road #112 City: Pompano Beach State: FL Zip: 33069

Authorized Representative: Benjamin Wiser Phone: 954-332-8181

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Survey & Asbuilts		\$29,000.00	2.2 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: _____ Title: Manager Date: 02/05/2019

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: vice president Date: 2/5/2019

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

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

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

Rev.: June 2018

Compliance Form No. 004

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

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

Solicitation No.: PNC2116455C1
Project Title: Green Belt Park Irrigation Main Extension
Bidder/Offeror Name: DBF Construction, LLC
Address: 1850 NW 15th Avenue, Suite 225 City: Pompano Beach State: FL Zip: 33069
Authorized Representative: Mark Giannetti Phone: 954-892-1697

CBE Firm/Supplier Name: Micar TRucking Inc.
Address: 4800 SW 64th Avenue, Suite 105G City: Davie State: FL Zip: 33314
Authorized Representative: Carlos P. Corzo Phone: 305-720-9869

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Trucking	484110	\$5,000	.38 %
Aggregates	484220	\$15,000	1.13 %
			%

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

CBE Firm/Supplier Authorized Representative
Signature: [Signature] Title: President Date: Feb. 5, 2019

Bidder/Offeror Authorized Representative
Signature: [Signature] Title: Vice president Date: 2/5/2019

¹ Visit Census.gov and select **NAICS** to search and identify the correct codes. Match type of work with NAICS code as closely as possible.
² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
Rev.: June 2018 Compliance Form No. 004

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SPECIAL PROVISION 1C: WORKFORCE INVESTMENT PROGRAM

Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or its Subcontractors) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

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PNC2116455C1 / FLL Green Belt Park Irrigation Main Extension

SPECIAL PROVISION 2A: PREVAILING WAGE RATES

The Prevailing Wage Rate Ordinance applies to this Project. The following sections shall apply.

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).
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.
3. If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the County Representative shall submit the question, together with its recommendation, to the County Administrator for final determination.
4. In the event it is found by the County Representative 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 County Representative 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.
5. Sections 1 through 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.
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.
7. Contractor shall submit, with each requisition for payment, a signed and sworn Statement of Compliance (Form GC-3) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.
8. The County Representative 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 the Contract.

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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 the Contract, the County Representative 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.

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Broward County Board of
County Commissioners

Bid PNC2116455C1

PREVAILING WAGE RATE TABLE

General Decision Number: FL180150 08/17/2018 FL150

Superseded General Decision Number: FL20170150

State: Florida

Construction Type: Heavy

County: Broward County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

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

Modification Number Publication Date

0 01/05/2018

1 06/01/2018

2 08/17/2018

ELEC0728-006 03/01/2018

Rates Fringes

ELECTRICIAN.....\$ 31.50 11.82

ENGI0487-014 07/01/2013

Rates Fringes

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

Cranes; Boom Truck.....\$ 29.05 8.80

10/16/2018 7:08 AM

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Broward County Board of
County Commissioners

Bid PNC2116455C1

PREVAILING WAGE RATE TABLE

Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler);

Boom Truck.....	\$ 28.32	8.80
OPERATOR: Drill.....	\$ 25.80	8.80
OPERATOR: Oiler.....	\$ 22.99	8.80

IRON0272-005 10/01/2017

Rates Fringes

IRONWORKER, STRUCTURAL.....	\$ 24.89	10.10
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* LABO1652-004 05/01/2018

Rates Fringes

LABORER: Grade Checker.....	\$ 22.05	7.27
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* PAIN0365-007 08/01/2018

Rates Fringes

PAINTER: Brush, Roller and Spray.....	\$ 20.21	10.73
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SUFL2009-146 06/24/2009

Rates Fringes

CARPENTER, Includes Form Work....	\$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 15.00	8.64
LABORER: Common or General.....	\$ 9.87	3.24
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 14.00	2.42
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20

10/16/2018 7:08 AM

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Broward County Board of
County Commissioners

Bid PNC2116455C1

PREVAILING WAGE RATE TABLE

OPERATOR: Asphalt Paver.....	\$ 11.59	0.00	
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44	
OPERATOR: Backhoe/Excavator.....	\$ 18.77	1.87	
OPERATOR: Bulldozer.....	\$ 14.95	0.81	
OPERATOR: Grader/Blade.....	\$ 16.00	2.84	
OPERATOR: Loader.....	\$ 14.00	2.42	
OPERATOR: Mechanic.....	\$ 14.32	0.00	
OPERATOR: Roller.....	\$ 10.95	0.00	
OPERATOR: Scraper.....	\$ 11.00	1.74	
OPERATOR: Trackhoe.....	\$ 20.92	5.50	
OPERATOR: Tractor.....	\$ 10.54	0.00	
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60	0.00	
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00	
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97	

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

PREVAILING WAGE RATE TABLE

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.

PREVAILING WAGE RATE TABLE

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:

Broward County Board of
County Commissioners

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PREVAILING WAGE RATE TABLE

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

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SPECIAL PROVISION 3: DOMESTIC PARTNERSHIP REQUIREMENT

Contractor will comply with the County's Domestic Partnership Act (Section 16½ of the Broward County Code of Ordinances, as amended) during the entire term of the Contract. The failure of the Contractor to comply shall be a material breach of the 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 the Contract; (3) and suspension or debarment of the Contractor from doing business with the County.

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SPECIAL PROVISION 4A: INSURANCE REQUIREMENTS

1. For the duration of the Agreement, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit 4A-1 in accordance with the terms and conditions of this provision. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this provision.
2. County reserves the right to determine, in its own discretion, to obtain and maintain the builder's risk insurance, if applicable, with comparable coverages that the Contractor proposed and deduct from the Agreement amount the premium quoted by Contractor for that coverage.
3. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit 4A-1 on all policies required under this provision.
4. On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this provision. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.
5. Contractor shall ensure that all insurance coverages required by this provision shall remain in full force and effect for the duration of this Agreement and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this provision.
6. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

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7. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit 4A-1, County shall be entitled to any such broader coverage and higher limits maintained by Contractor. All required insurance coverages under this provision shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Contractor.
8. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit 4A-1 and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.
9. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.
10. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this provision. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.
11. In the event Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide Services under this Agreement unless and until the requirements of this provision are satisfied. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.
12. If any of the policies required under this provision provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit 4A-1, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after
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termination or expiration of the Agreement for at least the duration stated in Exhibit 4A-1.

13. These insurance provisions shall survive the expiration or earlier termination of this Agreement.

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Exhibit 4A-1 : MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements for the RLI, FLL Green Belt Park Irrigation Main Extension-

Broward County Board of

Bid PNC2116455C1

The following coverage's are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE 1. ALL COI's be submitted on an ACCORD 25 form 2. ALL deductibles are vendors responsibility 3. Self Insurance and SIR's Is not approved	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Personal and Advertising Injury <input checked="" type="checkbox"/> Fire Legal Liability	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 5 mil	\$ 5 mil
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$300 k landside \$ 5 mil airside	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
	<input checked="" type="checkbox"/> Property		100% Replacement value
<input type="checkbox"/> Professional Liability			
<input type="checkbox"/> Pollution including remediation and cleanup			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY Dollar values only:	**State exemption not accepted	
		(each accident)	500K MIN
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI,RFP, and project manager on COI.			

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act
CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder
Broward County
2200 SW 45th Street, Suite #101,
Dania Beach, FL 33312 L Ramirez

Tracy Meyer

Digitally signed by Tracy Meyer
DN: dc=local, dc=fll-airport,
ou=FLLUSERS, cn=Tracy Meyer

Risk Management Date: 2017.10.18 13:02:46 -04'00'

InsuranceLimitsForm 03 Revised certificateofinsrevise1:005 DOC COI

SPECIAL PROVISION 11: PROVISIONS PERTAINING TO AIRPORT PROJECTS

NOTE: USE THE TERMS COMPANY, CONSULTANT OR CONTRACTOR AS APPLICABLE

1. **SECURITY**

Airport Security Program and Aviation Regulations. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that subconsultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its subconsultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) **Access to Security Identification Display Areas and Identification Media.** The consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the

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consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any subconsultant/subcontractor.

(d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its subconsultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

(e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

2. PROHIBITED INTERESTS. If this Agreement is funded by any federal or state grants, then, in that event, no member, officer, or employee of County during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Consultant/contractor agrees to insert the foregoing sentence in any agreements between consultant/contractor or subconsultants/ subcontractors engaged to provide services pursuant to this Agreement.

If any such present or former member, officer, or employee has such an interest and if such interest as set forth above is immediately disclosed to the County, the County with prior approval of the funding agency, may waive the prohibition contained in this subsection; provided that any such present member, officer, or employee shall not participate in any action by the County relating to such Agreement.

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3. **RECORDS.** Consultant/contractor shall keep such books, records and accounts and require any and all consultants/contractors or subconsultants/subcontractors to keep such books, records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the Project and any expenses for which consultant/contractor expects to be reimbursed. In addition, to the above, the consultant/contractor shall maintain an acceptable cost accounting system. All work, materials, payrolls, books, accounts, documents, and records relative to the Project, or directly pertinent to the specific contract for the purposes of making an audit, examination, excerpt or transcription shall be available at all reasonable times for examination and audit by County, and in the event such Agreement is subject to federal or state funding or grants, by the Federal Aviation Administration, the Comptroller General of the United States, the Florida Department of Transportation, or any of their duly authorized representatives. Such books, records and accounts shall be kept for the "Retention Period" (as hereinafter defined). Incomplete or incorrect entries in such books, records or accounts shall be grounds for County's disallowance of any fees or expenses based upon such entries. All books, records and accounts which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by consultant/contractor in accordance with such statutes. The "Retention Period" shall be defined as the greater of: (i) the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or (ii) for a period of three (3) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the three years, the books and records shall be retained until resolution of the audit findings, or (iii) if this Project is subject to Florida Department of Transportation grants, for a period of five (5) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the five years, the books and records shall be retained until resolution of the audit findings.

4. **PROTECTION OF RECORDS.** Consultant/contractor shall protect from harm and damage all data, drawings, specifications, designs, models, photographs, reports, surveys and other data created or provided in connection with this Agreement (collectively, "County Property"), while such data and materials are in consultant's/contractor's possession. Such duty may include, but is not limited to, making back-up copies of all data stored by electronic device on any media, taking reasonable actions to prevent damage by impending flood or storm (including, but not limited to, removing the County Property to a safe location), and establishing and enforcing such security measures as are reasonably available, considering the customary practice within consultant's/contractor's trade or profession. If requested by County, consultant/contractor shall furnish to County copies of any and all disks containing drawings and other pertinent data prepared by consultant/contractor in conjunction with this Agreement.

5. **BREACH OF CONTRACT TERMS – SANCTIONS.** Any violation or breach of the terms of this contract on the part of the consultant/contractor or subconsultant/subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

6. **RIGHT TO INVENTIONS.** All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the County. Information regarding these rights is available from the FAA and the County.

7. **TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS.** The consultant/contractor or subconsultant/subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR); and
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a consultant/ contractor or subconsultant/subcontractor who is unable to certify to the above. If the consultant/contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the County cancellation of the contract at no cost to the Government.

Further, the consultant/contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The consultant/ contractor may rely on the certification of a prospective subconsultant/subcontractor unless it has knowledge that the certification is erroneous.

The consultant/contractor shall provide immediate written notice to the County if the consultant/contractor learns that its certification or that of a subconsultant/ subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant/subcontractor agrees to provide written notice to the consultant/contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the consultant/ contractor or subconsultant/subcontractor knowingly rendered an erroneous certification, the Federal Aviation administration may direct through the County cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant/contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

8. TERMINATION OF CONTRACT (ALL CONTRACTS IN EXCESS OF \$10,000)

- a. The County may, by written notice, terminate this contract in whole or in part at any time, either for the County's convenience or because of failure to fulfill the contract obligations.

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Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in process, delivered to the County.

b. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the consultant's/contractor's obligations, the County may take over the work and prosecute the same to completion by contract or otherwise. In such case, the consultant/ contractor shall be liable to the County for any additional cost occasioned to the County thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the consultant/contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment in the contract price shall be made as provided in paragraph b of this clause.

e. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

9. **SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS OVER \$25,000 (AND FOR ALL CONTRACTS FOR AUDITING SERVICES REGARDLESS OF THE AMOUNT).** The bidder/offeror/consultant/contractor certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/consultant/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

10. **RESTRICTIONS ON LOBBYING.** The bidder/offeror/consultant/contractor agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the bidder/offeror/consultant/contractor, to any person for influencing or attempting to influence any officer or employees of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the bidder/offeror/consultant/contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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Consultant/contractor agrees to insert the foregoing provisions in any agreements between consultant/contractor or subconsultants/subcontractors engaged to provide services pursuant to this Agreement and all bidders/offerors/consultants/contractors and subconsultants/subcontractors shall certify and disclose accordingly.

11. **PROMPT PAYMENT - FOR FEDERALLY ASSISTED CONTRACTS.** If this Agreement is funded by any federal grants, then consultant/contractor hereby agrees to pay its subconsultants/subcontractors and suppliers within thirty (30) calendar days following receipt of payment from the County. Consultant/contractor further agrees, if consultant/contractor has withheld retainage from its subconsultants/subcontractors, to release such retainage and pay same within thirty (30) calendar days following receipt of payment of retained amounts from the County, or within thirty (30) calendar days after a subconsultant/subcontractor has satisfactorily completed its work, whichever shall first occur. This clause applies to both DBE and non-DBE subconsultant/subcontractors.

A finding of non-payment is a material breach of this contract. County may, at its option, increase allowable retainage or withhold progress payments unless and until the consultant/contractor demonstrates timely payments of sums due subconsultant/subcontractor. The presence of a "pay when paid" provision in a contract shall not preclude County inquiry into allegations of non-payment. Further that the remedies above shall not be employed when the consultant/contractor demonstrates that failure to pay results from a bonafide dispute with its subconsultant/subcontractor or supplier. The consultant/contractor shall incorporate this provision into all subcontracts involving federally assisted contracts.

The Assistant Disadvantaged Business Enterprise Liaison Officer will conduct meetings with parties involved in prompt payment disputes to facilitate an amicable resolution.

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SPECIAL PROVISION 12: ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

BROWARD COUNTY AVIATION DEPARTMENT (BCAD) ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

Last Revised 04/26/2017

Broward County Aviation Department (BCAD) utilizes electronic media as the principal way to develop, communicate and archive information concerning its various airport programs. Electronic media encompasses all methods of conveying digital information and files including e-mail, File Transfer Protocol (FTP), Compact Disc (CD) / Digital Video Disc (DVD), web-based file-sharing services, Universal Serial Bus (USB) and physical drives.

Prior to development of scope of services, BCAD will specify the deliverables to be provided via electronic media. **Prior to commencing work under any Contract, the Consultant/ Contractor must contact the Contract Administrator and/or designated Project Manager to verify they have a copy of the latest version of BCAD's Electronic Media Submittal Requirements, as well as any associated standards, specifications, procedures, or templates related to their scope of services.** BCAD modifies these documents as needed to make corrections and/or to keep up with latest industry trends, best practices, guidelines, standards and regulations, as well as to improve its internal processes. Some requirements below may not apply, or additional requirements may be needed, based on the nature of the scope of services and associated deliverables. Any deviations from the requirements below must be approved by BCAD's Contract Administrator or the Project Manager designated to approve or deny such requests.

Refer to BCAD GIS, CAD and BIM standards at:
<http://www.broward.org/Airport/Business/Standards>

(A) General Requirements:

- 1) All work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by Consultant/Contractor shall be developed using computer-aided design (CAD), geographic information system (GIS), Building Information Modeling (BIM), and/or other software and procedures conforming to the following criteria. Electronic data submittals shall also include Portable Document Format (PDF) versions of specific pages and drawing sheets, as specified in the Contract.
- 2) All electronic media should be readable and function as intended without conversion or modification on the Microsoft Windows Operating System. All electronic media should be in their original editable file or data format, or accompanied by the original editable format (e.g., a PDF engineering drawing file must be accompanied by an original CAD file).

(B) Software Formats:

CAD Format

- 1) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2013 or later for Windows in native .DWG electronic file format. Consultants who do not use AutoCAD must ensure that translated DWGs that are provided can be used within AutoCAD.
- 2) Ensure that all digital files, data (e.g., constructs, elements, base files, prototype drawings, externally referenced files (XREFs), blocks, attribute links), and other files external to the drawing itself are compatible with the BCAD approved CAD and GIS software as noted above.

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GIS Format

- 3) All GIS data shall be delivered in formats compatible with Esri ArcGIS version 10.1 or higher file geodatabase. Federal Aviation Administration Airports GIS (AGIS) data shall be submitted in Esri File Geodatabase format unless otherwise specified by BCAD.
- 4) All deliverables must include appropriate metadata conforming to BCAD and where applicable FAA standards. Metadata shall be in Extensible Markup Language (XML) format, unless specified otherwise in writing by the BCAD Contract Administrator or Project Manager.
- 5) When requested, the Consultant/Contractor will be required to ensure that all GIS data is formatted for successful submission to the FAA AGIS portal without any additional changes required by BCAD staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD, and where applicable, FAA standards.
- 6) All database tables: conform to the structure and field-naming guidance provided by BCAD. Specifically, all database tables shall conform to applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (DBF, XML, Esri geodatabase, other) as requested by BCAD. Formats may change, at BCAD's request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's/Contractor's written explanation.

Additional Deliverable Requirements

- 7) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without conversion, translation, pre-processing, or post-processing of the electronic data files.
- 8) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with Microsoft Access 2007 or higher, and other compatible format requested by BCAD. See Section (E) (1) below, "Non-Graphical Format", for additional requirements for non-geospatial databases.
- 9) Maintain all linkages of non-spatial data with spatial elements, relationships between database tables, and report formats. Consultant/ Contractor should work with BCAD to ensure linkages will conform with and match those already in place or generated to create such links.
- 10) All CAD and GIS files shall meet FAA spatial accuracy requirements and be georeferenced as follows:

North American Datum (NAD) 83, HARN, US Survey Feet State Plane Coordinate System, Florida East Zone North American Vertical Datum (NAVD) 88, US Survey Feet

(C) Standards:

- 1) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.
- 2) CAD files should be named as described in BCAD's CAD Standard.
- 3) Layering:
 - a) CAD layers must be named according to BCAD's CAD Standard.
 - b) Submission of layers that do not conform to the standards listed above will require a written request using the form specified in BCAD's CAD standard and advance written BCAD approval.
 - c) All raster files shall be delivered in georeferenced TIFF and compressed SID or JPEG2000 formats. If files must be tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of what BCAD finds difficult to use.
- 4) Attribute Definitions:
 - a) Obtain latest guidance from BCAD concerning attribute definition, database linking and other information embedding requirements prior to production of data. All database information shall conform to the latest versions of FAA ACs 150/5300-16, 17, and 18, and other BCAD standards. Additional attributes may be required at the discretion of BCAD.
 - b) CAD data shall be attributed following Section 4.2, "Object Data", of the BCAD CAD Standard, and by utilizing the standard object data tables included in each BCAD CAD template file. The specific object data tables and attributes to be populated should be coordinated and established with the BCAD Project Manager and BCAD GIS. BCAD requires object data functionality in its CAD Standard to accommodate asset attribution and allow BCAD to simplify the data migration process from CAD to GIS.
- 5) Conformance:
 - a) No deviations from BCAD's established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from BCAD's Contract Administrator.
 - b) Pre-coordinate the development, use and submittal of photorealistic renderings, animations, presentations and other visualization/ information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.
 - c) Building Information Modeling (BIM) files should conform to BCAD's BIM guidelines and standards.

(D) Digital Photography:

Provide digital photography files and other miscellaneous graphics in JPEG format, unless required in an alternate format such as that needed for CAD, GIS, and/or BIM.

- 1) Photographs should be oriented properly for viewing without rotating the image (i.e., "up" should appear at the top).

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- 2) Exchangeable Image File Format (Exif) data should be embedded in the JPEG photo files and included the data on which the photo was taken. Exterior photos should also include tags indicating the latitude and longitude at which the photo was taken.

(E) Non-Graphic Format:

- 1) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform to and can be integrated with other BCAD legacy applications and systems.
- 2) **ADA Compliance.** As used in this section, ADA means the Americans with Disabilities Act, 42 U.S.C. 126, *et seq.*, and any of its regulations, and includes any Florida statute or County ordinance, policy or regulation intended to comply with any provision or regulation of the ADA.
 - a) If requested by BCAD, The Consultant shall provide BCAD with fully ADA accessible electronic files (the ADA Files) for posting on County's website, including but not limited to fill.net.
 1. The ADA Files may include but are not limited to contracts, flyers, reports, or newsletters.
 2. County, in its sole discretion, may approve or reject the format and content of the ADA Files before posting the files on County's website.
 - b) If Consultant is creating a separate website as part of its contract, the website must be fully ADA accessible, including any attachments to the website. County, in its sole discretion, may approve or reject the format and content of the fully accessible ADA website, including any attachments to the website.

(F) Delivery Media and Format:

- 1) Submit electronic media in conformance with this document when and as specified in Contracts and Work Authorizations.
- 2) Electronic data and files shall be provided on CD/DVD, as an e-mail attachment, via a Secure File Transfer Protocol (FTP) site, or via a password-protected web-based file sharing service (e.g., DropBox, Box, SharePoint, or Basecamp).
- 3) Large data or file sets, (e.g., high-resolution imagery in TIFF format) may be shipped via USB flash drive, external SSD drive, or external HDD drive. Drives must be scanned for viruses by the Consultant/Contractor, and certified as per submittal requirements in Section (H)(2)(c) below.
- 4) The electronic media shall be in the format which can be readily read and processed by the BCAD's target CAD/GIS systems.
- 5) The external label for physical media such as CD/DVD shall contain, as a minimum, the following information:
 - a) The Contract or Project number, title, and date. If a contract or project number has not
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yet been issued, then it is permissible to use a BCAD issued Request For Proposal (RFP) or Request for Letters of Interest (RLI) number.

- b) The Facility Name (e.g. "Fort Lauderdale - Hollywood International Airport" or "North Perry Airport").
- c) The date of the submittal as well as the date on which the electronic data can be considered valid, if different than the submittal.
- d) The sequence number and total number of physical media if more than once is required to provide the electronic data being delivered.
- e) Special requirements for Sensitive Security Information (SSI):
 - 1. SSI transmitted by e-mail must be in a password-protected attachment. SSI is not authorized for posting on the internet/intranet except for postings on secure sites as specifically authorized by the BCAD Project Manager.
 - 2. The following text must appear on either (a), the exterior label of any media, (b) in the email body of any attachment, or (c) as a text file named README.TXT in the same secured online file-sharing service or FTP folder, containing SSI as defined by 49 CFR 1520.
WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

- 6) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:
 - a) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.
 - b) Make sure all reference files are attached without device or directory specifications. Reference files should not be bound.
 - c) Compress and reduce all design files using compatible file compression/ decompression software approved by BCAD. If the file compression/decompression software is different from that approved by BCAD, then an electronic copy of the file compression/ decompression software shall be purchased and licensed for BCAD and provided to BCAD with the delivery media.
 - d) Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic deliverables.
 - e) Make sure that all support files, such as those listed above, are in the same directory and that references to those files do not include device or directory specifications. Files opened on BCAD's computer systems must have referenced/linked support files, such as AutoCAD blocks and XREFs, automatically load without additional referencing/linking by BCAD staff.

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- f) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard cover sheet and title block pages.
- g) Do not bind or explode any drawing references such as blocks and XREFs.
- h) Document any fonts, tables, or other similar customized drawing element(s) developed by Consultant/Contractor or not provided among BCAD furnished materials. The Consultant/Contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(G) Drawing Development Documentation:

- 1) Provide the following information for each finished drawing:
 - a) How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
 - b) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.).
 - c) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
 - d) Layer assignments and lock settings.
 - e) Text fonts, line styles\types used, and GIS layer file settings.
 - f) Any additional information per FAA ACs and BCAD standards.

(H) Submittal:

- 1) Submit as Project Record Documents, conforming to requirements above, and as required for project phase submittals and project record documents. Where Electronic Project Record Documents are required, Consultant will provide BCAD one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings. In addition, provide scanned PDF's of the signed and sealed as-built AutoCAD file(s).
- 2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - a) The information included on the external label of each media unit, along with the total number of units being delivered, and a list of the names and descriptions of the files on each one.
 - b) Brief instructions for transferring the files from the media.
 - c) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.

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d) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

- 1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.
- 2) List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.
- 3) List of all new symbol blocks created for project, which was not provided to Consultant/Contractor with the BCAD-furnished materials.
- 4) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.
- 5) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to BCAD standards.
- 6) All metadata per BCAD, FAA, and FDOT requirements and those of other entities if specified by BCAD.
- 7) Provide the following information for each finished drawing in a PDF document:
 - a) How the data was inputted (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
 - b) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data).
 - c) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
 - d) Layer assignments and lock settings. Refer to layering standards Section (C)(3)(b) for layer list documentation requirements.
 - e) Text fonts, line styles\types used, and GIS layer file settings.

(l) Ownership:

- 1) County will have ownership, including any copyright, of information and materials developed under these and other contractual requirements, including but not limited to reports, listings, and all other items pertaining to the work created or developed under the Contract with

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Broward County.

- 2) Ownership rights under the contract are rights to use, re-use, duplicate, or disclose text, data, drawings, and information, in whole or in part, in any manner and for any purpose whatsoever without compensation to or approval from Consultant/Contractor.
 - 3) BCAD will, at all reasonable times, have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
 - 4) All text, electronic digital files, data, and other products generated under this contract shall become the property of County except where otherwise limited within the Contract.
- (J) BCAD-Furnished Materials to the Consultant/Contractor:
- 1) CAD may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. "Consultant" or "Consultant/Contractor" refers to the planning, engineering, design, and/or survey firm or entity. "Contractor" refers to the firm or entity performing actual construction. To this end, BCAD shall make the following information available to the Contractor in electronic format:
 - a) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis.
 - b) Where electronic media submittals of final site surveys are required, BCAD will provide electronic copies of any existing site survey data.
 - c) BCAD will supply Consultant with all necessary BCAD standard cover page and title block files and formats, GIS schema, CAD layering.
- (K) Other Digital Information:
- 1) A variety of digital information may be generated by participants in the design process including BCAD, Consultant, sub consultants, Contractor, subcontractors, BCAD's commissioning authority, local jurisdictional authorities, and other project team members.
 - 2) Consultant/Contractor shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.

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SPECIAL PROVISION 13: CONTRACTOR AND SUBCONTRACTORS FORMS AND AFFIDAVITS

FORM GC-1: MONTHLY CBE UTILIZATION REPORT



MONTHLY (CBE) UTILIZATION REPORT

Report No. _____

Contract #:	Contract Amount:	Date Form Submitted:
Project Description:		Project Completion Date:
Prime Contractor:	Period Ending:	Amt. Paid to Prime:
Contact Person:	Telephone#: ()	Fax#: ()

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
Total Amount Paid to Subcontractors to Date:							

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

Signature:	Title:	Date:
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Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR

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FORM GC-2: FINAL CBE UTILIZATION REPORT



FINAL (CBE) UTILIZATION REPORT

Report No. _____

Contract #:	Contract Amount:	Date Form Submitted:	
Project Description:		Project Completion Date:	
Prime Contractor:		Period Ending:	Amt. Paid to Prime:
Contact Person:	Telephone#: ()	Fax#: ()	

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
			Total Amount Paid to Subcontractors to Date:				

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

Signature:	Title:	Date:
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Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR-F

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FORM GC-3: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)

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 Broward County Ordinance No. 83-72 (not federally funded) or Davis Bacon Act (federally funded) 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)

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FORM GC-4 CONSENT OF SURETY – SUBCONTRACTOR CLAIMS
Consent of Surety to Pay Application for Payment

PROJECT NAME: _____ PROJECT NO.: _____
CONTRACTOR: _____
A/E CONSULTANT: _____

Attachment to Application for Payment No. _____ dated _____

In the amount of \$ _____

TO: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

The Surety Company, _____
(insert full name or legal title and address of Surety)

on the Bond of the Contractor listed above, hereby approves this payment to the Contractor. Said payment shall not relieve the Surety Company of any of its obligations to Broward County, including the Security from any and all liens, claims, or demands whatsoever that may now exist or be made in the future by any Subcontractor or material suppliers against this project and Contract.

This Consent of Surety recognizes that claims have been made by the following Subcontractors and material suppliers against the Contract in the amounts listed below:

<u>(Subcontractor/material supplier name and telephone number)</u>	<u>(amount of claim)</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

() attached find additional listed names/amounts on pages 2 thru _____

The Surety recognizes that releases of lien or releases and assignment of claim have not been requested or received from all the Subcontractors and material suppliers for this facility.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this ____ day of _____, 20____.

Attest:

Witnesses:

Surety: _____

Signature of Authorized

Representative

Title: _____

(Seal)

Attachment: Surety Power of Attorney

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FORM GC-5 CONSENT OF SURETY – CHANGE ORDER

CONSENT OF SURETY AND INCREASE OF PENALTY	1. CONTRACT NUMBER	2. MODIFICATION NUMBER	3. DATED
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4. The surety (co-sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended. The principal and surety (co-sureties) further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by _____ dollars (\$ _____) and the penalty of the payment bond or bonds is increased by _____ dollars (\$ _____). However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below.

5. NAME OF SURETY(IES)	6. INCREASE IN LIABILITY LIMIT UNDER PERFORMANCE BOND	7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND
A.	\$ _____	\$ _____
B.	\$ _____	\$ _____
C.	\$ _____	\$ _____

8. INDIVIDUAL PRINCIPAL	A. BUSINESS ADDRESS	B. SIGNATURE*	(Affix Seal)
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	
9. CORPORATE PRINCIPAL	A. CORPORATE NAME AND BUSINESS ADDRESS	B. PERSON EXECUTING CONSENT (Signature) *	(Affix Corporate Seal)
		BY	
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	

*The Principal or authorized representative shall execute this Consent of Surety and increase of Penalty with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)

A	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	B. PERSON EXECUTING CONSENT (Signature)	(Affix Seal)
		BY	
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	
B	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	B. PERSON EXECUTING CONSENT (Signature)	(Affix Seal)
		BY	
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	
C	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	B. PERSON EXECUTING CONSENT (Signature)	(Affix Seal)
		BY	
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	

Add similar signature blocks on the back of this form if necessary for additional co-sureties.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 1415 (REV. 7-1993)
Prescribed by GSA-FAR (48 CFR) 53.228(f)

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FORM GC-6: CERTIFICATE OF SUBSTANTIAL COMPLETION

To (County): _____

Consultant: _____

Contractor: _____

Contract No. _____

Project (Name and Address): _____

Notice to Proceed Date: _____ 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:

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

In accordance with Article 5.3.4 and the Summary of Terms and Conditions of the Contract, Contractor will complete or correct the work on the list of items attached hereto within _____ from the above Date of Substantial Completion.

CONTRACTOR BY DATE

County, through the County Representative, has determined the Work or portion thereof designated by County is substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

BROWARD COUNTY
By County Representative DATE

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FORM GC-7: CERTIFICATION OF PAYMENTS TO SUBCONTRACTOR

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 Section 218.735, Florida Statutes.
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:

<u>Subcontractor name and address</u>	<u>Date of disputed invoice</u>	<u>Amount in dispute</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated _____, 20__

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF _____

County OF _____

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)

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FORM GC-8: SUBCONTRACTOR PARTIAL RELEASE OF CLAIM

Broward County, Florida

The undersigned subcontractor, pursuant to the terms of Contract No. _____ between Broward County, Florida and _____ (Contractor) for _____ located at: _____, hereby releases Broward County and Contractor from any and all claims arising under or by virtue of said subcontract or any modification or change thereof through _____ (date), except as follows:

(Here list any claims against the Contractor and the amounts thereof. If none, so state.)

Witness the signature and seal of the undersigned this ____ day of _____, 20__

_____.

WITNESS:

SUBCONTRACTOR

(Signature)

Printed Name

(Signature)

Printed Name

Company Name (Seal)

(Signature)

Printed Name & Title

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FORM GC-8.1: CONTRACTOR PARTIAL RELEASE OF CLAIMS

Broward County, Florida

The undersigned Contractor, pursuant to the terms of Contract No. _____ between Broward County, Florida and _____ (Contractor) for _____ located at: _____, hereby releases Broward County from any and all claims arising under or by virtue of said contract or any modification or change thereof through _____ (date), except as follows:

(Here list any claims against the County and the amounts thereof. If none, so state.)

Witness the signature and seal of the undersigned this ____ day of _____, 20__

WITNESS:

CONTRACTOR

(Signature)

Company Name (Seal)

Printed Name

(Signature)

(Signature)

Printed Name & Title

Printed Name

PNC2116455C1 / FLL Green Belt Park Irrigation Main Extension

FORM GC-8.2: SUBCONTRACTOR FINAL RELEASE OF CLAIMS

Broward County, Florida

The undersigned subcontractor, pursuant to the terms of Contract No. _____ between Broward County, Florida and _____ (Contractor) for _____ located at: _____, and in consideration of the receipt of Final Payment in the amount of \$ _____, hereby releases Broward County and Contractor from any and all claims arising under or by virtue of said subcontract or any modification or change thereof.

Witness the signature and seal of the undersigned this ____ day of _____, 20__

_____.

WITNESS:

SUBCONTRACTOR

(Signature)

Company Name (Seal)

Printed Name

(Signature)

(Signature)

Printed Name & Title

Printed Name

PNC2116455C1 / FLL Green Belt Park Irrigation Main Extension

FORM GC-8.3: CONTRACTOR FINAL RELEASE OF CLAIMS

Broward County, Florida

The undersigned Contractor, pursuant to the terms of Contract No. _____ between Broward County, Florida and _____ (Contractor) for _____ located at: _____, and in consideration of the receipt of Final Payment in the amount of \$ _____, hereby releases Broward County from any and all claims arising under or by virtue of said contract or any modification or change thereof.

Witness the signature and seal of the undersigned this ____ day of _____, 20__

_____.

WITNESS:

CONTRACTOR

(Signature)

Company Name (Seal)

Printed Name

(Signature)

(Signature)

Printed Name & Title

Printed Name

PNC2116455C1 / FLL Green Belt Park Irrigation Main Extension

FORM GC-9: FINAL LIST OF CERTIFIED CBE AND NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS

To: CONTRACTOR Name
From: Broward County Purchasing Division
Subject: Final List of Subcontractors/Sub-vendors
Re: Project Title, Contract Number

For tracking purposes, the attached list of 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 prime vendor'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 Prime Vendor certifies the following:

There were no other 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.

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2____,

By _____ (Print Name) as _____ (Title)

of _____ (Prime Vendor), 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)

Commission No: _____ Expires: __/__/__

(Seal)

State of _____ at Large

PNC2116455C1 / FLL Green Belt Park Irrigation Main Extension

FORM GC-10: PERFORMANCE BOND

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, for construction of _____, which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision 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 in the time and manner prescribed in the Contract; and,
- 2) Pays County all losses, Liquidated Damages, expenses, costs and attorney's 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 declared by County to be, in default under the Contract, County having performed County obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a) Complete the Project 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, 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.

PNC2116455C1 / FLL Green Belt Park Irrigation Main Extension

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

CONTRACTOR:

ATTEST:

(Name of Contractor)

Secretary

By _____
(Signature and Title)

(Print/Type Name)

(Corporate Seal)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(Print Name)

(City/State/Zip Code)

Telephone No.: _____

PNC2116455C1 / FLL Green Belt Park Irrigation Main Extension

FORM GC-11-1: PAYMENT BOND

We _____, as Principal, hereinafter called Contractor, located at: Business Address: _____, _____, _____, phone, _____ and _____, as Surety, located at: Business Address: _____, _____, _____, phone: _____ under the assigned Bond Number _____ and pursuant to Section 255.05, Florida Statutes, 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, for construction of _____, located at _____ which Contract Documents are by reference incorporated herein, 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, in the time and manner prescribed in the Contract; and,
- 2) Promptly makes payments to all claimants as defined by Section 255.05(1) Florida Statutes 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) Any notices provided under this Bond must be in accordance with the notice provisions prescribed in Section 255.05(2), Florida Statutes.
- b) A claimant, except a laborer, who is not in privity with Contractor shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a written notice that he or she intends to look to the bond for protection.
- c) A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, no earlier than 45 days, or no later than ninety (90) days after final furnishing of the labor or after complete delivery of the materials or supplies, serve notice to Contractor and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- d) No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions have been given.
- e) Any action under this Bond must be instituted in accordance with the time limitations prescribed in Section 255.05(10), Florida Statutes.

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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:

Secretary

(Name of Contractor)

(Print/Type Name)

By _____
(Signature and Title)

(Corporate Seal)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(Print Name)

(City/State/Zip Code)

PNC2116455C1 / FLL Green Belt Park Irrigation Main Extension

FORM GC-11-2: CERTIFICATE AS TO CORPORATE PRINCIPAL

(Select Secretary or Authorized Representative)

SECRETARY

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond; that _____ who signed the Bond 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 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)

AUTHORIZED REPRESENTATIVE

I, _____, certify that I am the Authorized Representative of the entity named as Principal in the foregoing Performance and Payment Bond; and that pursuant to the power of attorney attached hereto, I executed said Bond on behalf of said entity by authority of its governing body.

as Authorized Representative

(Name of Contractor)

STATE OF FLORIDA)

) SS.

County OF BROWARD)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared _____ to me well known, who being by me first duly sworn upon oath says that he/she has been 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 _____

PNC2116455C1 / FLL Green Belt Park Irrigation Main Extension

FORM GC-12: CHANGE ORDER

BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
CHANGE ORDER NO: 09

Project: 0909 - Project/Contract Name
Contract: 000000000 Vendor: Name of Vendor

Description of Changes, Reasons Therefor, and Cost and/or Time Changes For Each:
Cost Basis:

Line Mbr.1		\$0.00	0
Description : Text Description of Change, calculations detailing costs			
<p>In consideration of the County's issuance of this Change Order, Contractor waives and releases all claims associated with the performance of the Work described herein. This Change Order constitutes full compensation for the work described herein, including any time and cost impacts which may result from protracted performance or delays, and supersedes all prior representations, statements, negotiations, or agreements with respect to the subject matter of this Change Order.</p> <p>Reason : Reason for the change</p> <p>Cause : Cause of the change</p>			

PURCHASING INFORMATION			
PO :			
Original Award :	Approved Amendments : 0	Approved COs :	Previous Revised :
\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
000 Days	0 Days	00 Days	000 Days
This ESTIMATED Change Order:	DECREASE/DECREASE	\$20,000.00	Number of Days Impacted
		CHANGE	
Now Revised Contract:	\$200,000,000.00	000 Days	

COPY FOR: MONITOR, CONTRACTOR, PURCHASING, CONSULTANT, SUPERVISING AGENCY, BUDGET, DEPARTMENT

MM/DD/YYYY

Percentages may not total exactly, due to rounding

Source: CONTRACTS/COES/09

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SPECIAL PROVISION 14: FUNDING BY STATE OF FLORIDA

EMPLOYMENT OF FLORIDA RESIDENTS. In accordance with Section 255.099, F.S., Contractor must give preference to the employment of Florida residents in the performance of the work on this Project if Florida residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term substantially equal qualifications means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons. Contractor must contact the Agency for Workforce Innovation (www.floridajobs.org) to post the Contractor's employment needs in Florida's job bank system.

This Section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination amongst the citizens of the United States.

SECTION 5 – Addenda

Broward County Board of
County Commissioners

Bid PNC2116455C1

Bid PNC2116455C1
Green Belt Park Irrigation Main Extension

Bid Number PNC2116455C1
Bid Title Green Belt Park Irrigation Main Extension

Bid Start Date Aug 24, 2018 2:40:19 PM EDT
Bid End Date Oct 12, 2018 2:00:00 PM EDT
Question & Answer End Date Sep 19, 2018 5:00:00 PM EDT

Bid Contact Michal Durden
954-357-8632
mdurden@broward.org

Bid Contact Mark Roberts
954-357-6164
maroberts@broward.org

Contract Duration Not Applicable
Contract Renewal Not Applicable
Prices Good for 120 days
Pre-Bid Conference Sep 12, 2018 2:00:00 PM EDT

Attendance is optional
Location: Broward County Aviation Department
Airport Development
4101 Ravenswood Road, Suite 401
Conference Room D
Fort Lauderdale, FL 33312
Attendance at the pre-bid conference is optional. This information session presents an opportunity for vendors to clarify any concerns regarding the bid requirements. The vendor is cautioned that, although the pre-bid conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the vendor(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 vendor is acquainted sufficiently with the work to be performed.
If you require any auxiliary aids for communication, please call 954-357-6086 so that arrangements can be made in advance.

Bid Comments **Scope of Work:** The scope of work for the FLL Green Belt Park Irrigation Main Extension project consists of the construction, furnishing and installation of the approximately 6,000 linear feet of 8-inch and 4-inch irrigation transmission system. The Irrigation Main installation will include crossing under the FEC and FDOT right-of-way with two directional drill operations and two jack and bore operations. The main will also be interconnected at the seven locations shown in the below map. In addition to the irrigation main being installed, there will be upgrades made to the existing irrigation pump located at the northeast pond and also the installation of a new booster pump at the south green belt buffer prior to connection to the existing system. Finally, this project includes upgrading, programing and bring the Maxicom system back online.

Goal Participation: This solicitation is reserved for Broward County certified County Business Enterprises (CBE). CBEs and non-CBEs may respond to this solicitation. If there are no CBE firms recommended for

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Broward County Board of
County Commissioners

Bid PNC2116455C1

award, a non-CBE firm that has responded to the solicitation may be recommended for award, or the County may reject all solicitations. Refer to the Office of Economic and Small Business Development Requirements section for additional information.

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

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

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

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

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

Added on Oct 1, 2018:

To all prospective bidders, please note the following changes and clarifications: Words in strikethrough type are deletions from existing text. Words in bold underlined type are additions to existing text.

The Bid Opening Date has been revised as follows: Monday, October 8, 2018 at 2:00 p.m.

Revised Litigation History Requirement Form.

Addendum # 1

New Documents	Litigation History		
Removed Documents	Litigation History Requirement		
Previous End Date	Oct 3, 2018 2:00:00 PM EDT	New End Date	Oct 8, 2018 2:00:00 PM EDT

Addendum # 2

Previous End Date	Oct 8, 2018 2:00:00 PM EDT	New End Date	Oct 12, 2018 2:00:00 PM EDT
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Item Response Form

Item PNC2116455C1-01-01 - Imported Item Lot: BONDS AND INSURANCE
 Quantity 1 lump sum
 Unit Price
 Delivery Location Broward County Board of County Commissioners

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VENDOR RESPONSE


Broward County Board of
County Commissioners

PNC2116455C1

DBF CONSTRUCTION LLC

Bid Contact **mark giannetti** Address **1850 nw 15th ave suite 225**
steph@dbfconst.comcastbiz.net **pompano beach fl, FL 33069**
Ph 954-892-1697

Qualifications **WBE**

Bid Bond  (Status: Authorized on Oct 12, 2018)

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attach. Docs
PNC2116455C1-01-01	Imported Item Lot: BONDS AND INSURANCE	Supplier Product Code:	First Offer - \$37,000.00	1 / lump sum	\$37,000.00 Y Y
PNC2116455C1-01-02	Imported Item Lot: MOBILIZATION / DEMOBILIZATION	Supplier Product Code:	First Offer - \$37,000.00	1 / lump sum	\$37,000.00 Y
PNC2116455C1-01-03	Imported Item Lot: INSURANCE AND MOBILIZATION	Supplier Product Code:	First Offer - \$2,500.00	1 / lump sum	\$2,500.00 Y
PNC2116455C1-01-04	Imported Item Lot: MAINTENANCE OF TRAFFIC	Supplier Product Code:	First Offer - \$37,000.00	1 / lump sum	\$37,000.00 Y
PNC2116455C1-01-05	Imported Item Lot: SURVEY	Supplier Product Code:	First Offer - \$20,000.00	1 / lump sum	\$20,000.00 Y
PNC2116455C1-01-06	Imported Item Lot: TESTING	Supplier Product Code:	First Offer - \$10,000.00	1 / lump sum	\$10,000.00 Y
PNC2116455C1-01-07	Imported Item Lot: 2 inch PVC (WHITE) CLASS 200, SDR 21	Supplier Product Code:	First Offer - \$28.50	241 / linear foot	\$6,868.50 Y
PNC2116455C1-01-08	Imported Item Lot: 2.5 inch PVC (WHITE) CLASS 200, SDR 21	Supplier Product Code:	First Offer - \$29.00	281 / linear foot	\$8,149.00 Y
PNC2116455C1-01-09	Imported Item Lot: 4 inch PVC (WHITE) C900, SDR 18	Supplier Product Code:	First Offer - \$28.50	1237 / linear foot	\$35,254.50 Y
PNC2116455C1-01-10	Imported Item Lot: 6 inch PVC (WHITE) C900, SDR 18	Supplier Product Code:	First Offer - \$35.50	58 / linear foot	\$2,059.00 Y
PNC2116455C1-01-11	Imported Item Lot: 8 inch PVC (WHITE) C900, SDR 18	Supplier Product Code:	First Offer - \$34.50	5046 / linear foot	\$174,087.00 Y
PNC2116455C1-01-12	Imported Item Lot: 12 inches PVC (WHITE) C900, SDR 18	Supplier Product Code:	First Offer - \$50.00	30 / linear foot	\$1,500.00 Y
PNC2116455C1-01-13	Imported Item Lot: 10 inch CASING W/ 6 inch CARRIER (HDPE) DIRECTIONAL DRILL	Supplier Product Code:	First Offer - \$192.00	292 / linear foot	\$56,064.00 Y
PNC2116455C1-01-14	Imported Item Lot: 16	Supplier	First Offer - \$284.50	494 / linear foot	\$140,543.00 Y

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County Commissioners

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	inch CASING W/ 10 inch CARRIER (HDPE) DIRECTIONAL DRILL	Product Code:				
PNC2116455C1-01-15	Imported Item Lot: 12 inch STEEL CASING W/ 8 inch DIP CARRIER JACK AND BORE	Supplier Product Code:	First Offer - \$585.00	310 / linear foot	\$181,350.00	Y
PNC2116455C1-01-16	Imported Item Lot: VENT PIPE MANHOLE	Supplier Product Code:	First Offer - \$5,360.00	4 / each	\$21,440.00	Y
PNC2116455C1-01-17	Imported Item Lot: BCAD BADGED ESCORT	Supplier Product Code:	First Offer - \$251.00	40 / hour	\$10,040.00	Y
PNC2116455C1-01-18	Imported Item Lot: FIRE SAFETY	Supplier Product Code:	First Offer - \$251.00	24 / hour	\$6,024.00	Y
PNC2116455C1-01-19	Imported Item Lot: CONNECT TO EXISTING IRRIGATION LINE	Supplier Product Code:	First Offer - \$785.00	9 / each	\$7,085.00	Y
PNC2116455C1-01-20	Imported Item Lot: 4 inches by 4 inches DIP CROSS	Supplier Product Code:	First Offer - \$347.00	1 / each	\$347.00	Y
PNC2116455C1-01-21	Imported Item Lot: 8 inch by 4 inch DIP TEE	Supplier Product Code:	First Offer - \$354.00	1 / each	\$354.00	Y
PNC2116455C1-01-22	Imported Item Lot: 8 inch by 2 inch DIP TEE	Supplier Product Code:	First Offer - \$390.00	4 / each	\$1,560.00	Y
PNC2116455C1-01-23	Imported Item Lot: 4 inch DUCTILE IRON ELBOW	Supplier Product Code:	First Offer - \$190.00	15 / each	\$2,850.00	Y
PNC2116455C1-01-24	Imported Item Lot: 8 inch DUCTILE IRON ELBOW	Supplier Product Code:	First Offer - \$280.00	51 / each	\$14,280.00	Y
PNC2116455C1-01-25	Imported Item Lot: 2 inch GATE VALVE	Supplier Product Code:	First Offer - \$522.00	5 / each	\$2,610.00	Y
PNC2116455C1-01-26	Imported Item Lot: 2.5 inch GATE VALVE	Supplier Product Code:	First Offer - \$941.00	1 / each	\$941.00	Y
PNC2116455C1-01-27	Imported Item Lot: 4 inch GATE VALVE	Supplier Product Code:	First Offer - \$821.00	4 / each	\$3,284.00	Y
PNC2116455C1-01-28	Imported Item Lot: 6 inch GATE VALVE	Supplier Product Code:	First Offer - \$999.00	1 / each	\$999.00	Y
PNC2116455C1-01-29	Imported Item Lot: 8 inch GATE VALVE	Supplier Product Code:	First Offer - \$1,542.00	6 / each	\$9,252.00	Y
PNC2116455C1-01-30	Imported Item Lot: 4 inch by 2 inch DIP REDUCER	Supplier Product Code:	First Offer - \$217.00	1 / each	\$217.00	Y

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Broward County Board of
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PNC2116455C1-01-31	Imported Item Lot: 4 inch by 2.5 inch DIP REDUCER	Supplier Product Code:	First Offer - \$320.00	1 / each	\$320.00	Y
PNC2116455C1-01-32	Imported Item Lot: 8 inch by 6 inch DIP REDUCER	Supplier Product Code:	First Offer - \$244.00	1 / each	\$244.00	Y
PNC2116455C1-01-33	Imported Item Lot: AUTOMATIC AIR RELEASE VALVE	Supplier Product Code:	First Offer - \$2,004.00	6 / each	\$12,024.00	Y
PNC2116455C1-01-34	Imported Item Lot: TYPE F CURB AND GUTTER	Supplier Product Code:	First Offer - \$138.00	45 / linear foot	\$6,210.00	Y
PNC2116455C1-01-35	Imported Item Lot: PAVEMENT MARKING AND RELECTIVE PAVEMENT MARKERS	Supplier Product Code:	First Offer - \$143.00	21 / linear foot	\$3,003.00	Y
PNC2116455C1-01-36	Imported Item Lot: REMOVE EXISTING PAVEMENT	Supplier Product Code:	First Offer - \$3.00	826 / square yard	\$2,478.00	Y
PNC2116455C1-01-37	Imported Item Lot: PAVEMENT CUT	Supplier Product Code:	First Offer - \$23.50	826 / square yard	\$19,411.00	Y
PNC2116455C1-01-38	Imported Item Lot: TOPSOIL AND SOD	Supplier Product Code:	First Offer - \$8.75	6351 / square yard	\$55,571.25	Y
PNC2116455C1-01-39	Imported Item Lot: FINISH ROCK	Supplier Product Code:	First Offer - \$12.75	994 / square yard	\$12,673.50	Y
PNC2116455C1-01-40	Imported Item Lot: DEWATERING	Supplier Product Code:	First Offer - \$150.00	31 / day	\$4,650.00	Y
PNC2116455C1-01-41	Imported Item Lot: SUBSURFACE UTILITY ENGINEERING	Supplier Product Code:	First Offer - \$110.00	26 / each	\$2,860.00	Y
PNC2116455C1-01-42	Imported Item Lot: STORM WATER POLLUTION PREVENTION	Supplier Product Code:	First Offer - \$0.50	17700 / linear foot	\$8,850.00	Y
PNC2116455C1-01-43	Imported Item Lot: SOIL REMOVAL/REPLACEMENT	Supplier Product Code:	First Offer - \$9.00	360 / cubic yard	\$3,240.00	Y
PNC2116455C1-01-44	Imported Item Lot: TREE PROTECTION FENCE	Supplier Product Code:	First Offer - \$0.50	3200 / linear foot	\$1,600.00	Y
PNC2116455C1-01-45	Imported Item Lot: TREE RELOCATION	Supplier Product Code:	First Offer - \$1,000.00	21 / each	\$21,000.00	Y
PNC2116455C1-01-46	Imported Item Lot: MAXICOM COMPUTER	Supplier Product Code:	First Offer - \$21,340.00	1 / each	\$21,340.00	Y
PNC2116455C1-01-47	Imported Item Lot: MAXICOM	Supplier Product Code:	First Offer - \$5,020.00	1 / each	\$5,020.00	Y

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Broward County Board of
County Commissioners

PNC2116455C1

PROGRAMMING AND TRAINING		Code:				
PNC2116455C1-01-48	Imported Item Lot: UPGRADE IRRIGATION PUMP STATION	Supplier Product Code:	First Offer - \$60,000.00	1/each	\$60,000.00	Y
PNC2116455C1-01-49	Imported Item Lot: CLUSTER CONTROL UNIT (CCU)	Supplier Product Code:	First Offer - \$9,715.00	1/each	\$9,715.00	Y
PNC2116455C1-01-50	Imported Item Lot: WEATHER STATION	Supplier Product Code:	First Offer - \$20,350.00	1/each	\$20,350.00	Y
PNC2116455C1-01-51	Imported Item Lot: REMOVE EXISTING CONTROLLER	Supplier Product Code:	First Offer - \$4,400.00	1/each	\$4,400.00	Y
PNC2116455C1-01-52	Imported Item Lot: BOOSTER PUMP STATION	Supplier Product Code:	First Offer - \$59,000.00	1/each	\$59,000.00	Y
PNC2116455C1-01-53	Imported Item Lot: RAIN BIRD ESP 24SATLS	Supplier Product Code:	First Offer - \$3,176.00	1/each	\$3,176.00	Y
PNC2116455C1-01-54	Imported Item Lot: RAIN BIRD ESP 40SATLS	Supplier Product Code:	First Offer - \$4,950.00	1/each	\$4,950.00	Y
PNC2116455C1-01-55	Imported Item Lot: WIRES FROM NEW ESP 40SATLS TO EXISTING SOLAR CONTROLLER	Supplier Product Code:	First Offer - \$1.25	14200/linear foot	\$17,750.00	Y
PNC2116455C1-01-56	Imported Item Lot: RAIN GAUGE	Supplier Product Code:	First Offer - \$890.00	1/each	\$890.00	Y
PNC2116455C1-01-57	Imported Item Lot: RAIN BIRD ESP 24SATLS	Supplier Product Code:	First Offer - \$3,175.00	2/each	\$6,350.00	Y
PNC2116455C1-01-58	Imported Item Lot: OPTIONAL: IRRIGATION PUMP STATION FILTRATION SYSTEM	Supplier Product Code:	First Offer - \$38,535.00	1/each	\$38,535.00	Y
PNC2116455C1-01-59	Imported Item Lot: ELECTRICAL METER	Supplier Product Code:	First Offer - \$5,000.00	1/each	\$5,000.00	Y
PNC2116455C1-01-60	Imported Item Lot: ELECTRICAL PANEL	Supplier Product Code:	First Offer - \$3,000.00	1/each	\$3,000.00	Y
PNC2116455C1-01-61	Imported Item Lot: TRANSIENT VOLTAGE SURGE SUPPRESSOR	Supplier Product Code:	First Offer - \$4,000.00	1/each	\$4,000.00	Y
PNC2116455C1-01-62	Imported Item Lot: WEATHER PROOF, GROUND FAULT CIRCUIT INTERUPPTER RECEPTACLE	Supplier Product Code:	First Offer - \$4,000.00	1/each	\$4,000.00	Y
PNC2116455C1-01-63	Imported Item Lot: 200	Supplier	First Offer - \$3,000.00	1/each	\$3,000.00	Y

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Broward County Board of
County Commissioners

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	AMP, 2 POLE, HEAVY DUTY, NEMA 4 SAFETY SWITCH	Product Code:				
PNC2116455C1--01-64	Imported Item Lot: 1/2 inch CONDUIT	Supplier Product Code:	First Offer - \$60.00	10 / linear foot	\$600.00	Y
PNC2116455C1--01-65	Imported Item Lot: 2 inch CONDUIT	Supplier Product Code:	First Offer - \$48.00	20 / linear foot	\$960.00	Y
PNC2116455C1--01-66	Imported Item Lot: 3 inch CONDUIT	Supplier Product Code:	First Offer - \$26.50	960 / linear foot	\$25,440.00	Y
PNC2116455C1--01-67	Imported Item Lot: UNISTRUT SUPPORT RACK	Supplier Product Code:	First Offer - \$1,000.00	1 / each	\$1,000.00	Y
PNC2116455C1--01-68	Imported Item Lot: CONCRETE BASE	Supplier Product Code:	First Offer - \$2,000.00	1 / each	\$2,000.00	Y
PNC2116455C1--01-69	Imported Item Lot: 350 KCMIL WIRE	Supplier Product Code:	First Offer - \$5.00	5800 / linear foot	\$29,000.00	Y
PNC2116455C1--01-70	Imported Item Lot: #3/0 WIRE	Supplier Product Code:	First Offer - \$35.00	10 / linear foot	\$350.00	Y
PNC2116455C1--01-71	Imported Item Lot: #1/0 WIRE	Supplier Product Code:	First Offer - \$35.00	65 / linear foot	\$2,275.00	Y
PNC2116455C1--01-72	Imported Item Lot: #12 WIRE	Supplier Product Code:	First Offer - \$35.00	12 / linear foot	\$420.00	Y
PNC2116455C1--01-73	Imported Item Lot: #6 WIRE	Supplier Product Code:	First Offer - \$35.00	35 / linear foot	\$1,225.00	Y
PNC2116455C1--01-74	Imported Item Lot: #10 WIRE	Supplier Product Code:	First Offer - \$35.00	35 / linear foot	\$1,225.00	Y
PNC2116455C1--01-75	Imported Item Lot: STAINLESS STEEL UNISTRUT SUPPORT RACK	Supplier Product Code:	First Offer - \$1,500.00	1 / each	\$1,500.00	Y
PNC2116455C1--01-76	Imported Item Lot: 3/4 inch by 10 foot GROUND ROD	Supplier Product Code:	First Offer - \$1,000.00	1 / each	\$1,000.00	Y
PNC2116455C1--01-77	Imported Item Lot: BITUMASTIC PAINT APPLIED	Supplier Product Code:	First Offer - \$550.00	1 / each	\$550.00	Y
PNC2116455C1--01-78	Imported Item Lot: PULLBOXES	Supplier Product Code:	First Offer - \$1,500.00	3 / each	\$4,500.00	Y
Bid Allowance			\$19,000.00			
					Lot Total \$1,327,293.75	

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