



BROWARD COUNTY WATER AND WASTEWATER SERVICES

CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF THE

UAZ 314, UAZ 316 AND UAZ 318 WATER AND SEWER IMPROVEMENTS

BCWWS PROJECT NUMBERS: 9115/9068/9069

BID NO.: Y1200707C1

MARCH 2014

VOLUME I

Volume I: Bid and Contract Documents

Volume II: Technical Specifications

Volume III: General Drawings and Standard Details



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Phone: (954) 730-0707

Bid No. Y1200707C1



CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT(S):

UAZ 314, UAZ 316 AND UAZ 318 WATER AND SEWER IMPROVEMENTS

BROWARD COUNTY

through its

BOARD OF COUNTY COMMISSIONERS

of

BROWARD COUNTY, FLORIDA

BID/CONTRACT NO.: Y1200707C1

VOLUME I - BID AND CONTRACT DOCUMENTS



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

ADDENDUM NO. 1

Solicitation No.: Y1200707C1
Solicitation Title: UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements

Date Of Addendum: January 8, 2014

Attention all potential bidders:

Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" *addenda and revised Bid Sheets* are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid submittal or acknowledged on the Bid Tender Form. All revised Bid Sheets must be returned with your Bid, submittal. Failure of a Submitter to or acknowledge the addenda and return the revised Bid Sheets shall be cause for rejection of the bid.

Return Addendum with Bid Submittal or Acknowledge on the Bid Sheet

To all prospective bidders, please note the following changes and clarifications:

Words in ~~strike through~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. The Bid Opening Date has been revised as follows: **January 22, 2014 at 2:00 p.m.** Location remains the same.
2. **A subsequent Addendum will be issued to clarify additional requirements, revise the electronic bid pricing sheet and revise the drawings. Please continue to monitor the Purchasing Division's website at www.broward.org/purchasing for further information.**
3. Refer to **CONSTRUCTION CONTRACT DOCUMENTS:**
 - 3.1 **SECTION 002100: INSTRUCTION TO BIDDERS:** Paragraph 21, Local Preference, Sub-paragraph 21.4 is revised as follows:

"21.4 Form ~~46~~ **00456-10** and a copy a business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) should be submitted in order to be considered for Local Preference. If not submitted with the bid, it must be submitted within three business days of notification from the County. Failure to timely submit may render the business ineligible for application of the Local Preference. The County may request verification of any information required to confirm certification."

3.2 Form 004546-10, Local Business or Locally-Headquartered Business Certification is hereby **ADDED** and attached.

3.3 **SECTION 002100: INSTRUCTION TO BIDDERS:** Paragraph 42., Self-Certification Owner Ethnicity/Gender (Optional), is hereby **ADDED** as follows:

"42. **Self-Certification Owner Ethnicity/Gender (Optional): Vendor is requested to fill out and submit Self-Certification: Owner Ethnicity/Gender (Form 004546-9). The information requested is voluntary and not a requirement to respond to a Broward County solicitation. However, in the event that your company becomes the recommended vendor for award, this information will be required prior to award. Recommended vendor for award must submit within three (3) business days of County's request.**"

3.2 Form 004546-9, Self-Certification Owner Ethnicity/Gender (Optional) is hereby **ADDED** and attached.

4. Refer to **TECHNICAL SPECIFICATIONS:**

3.1 Refer to Section 01025: MEASUREMENT AND PAYMENT, Paragraph 1.43 FURNISH AND PLACE ASPHALT CONCRETE (ITEM #75,76) is hereby **REVISED** as follows:

"1.43 **FURNISH AND PLACE ASPHALT CONCRETE (ITEM #75, 76, 76A, 76B)**

A. Measurement for payment of asphalt concrete pavement **and friction course (FC 9.5 for Griffin Road)** will be based upon the number of square yards of such asphalt concrete pavement actually constructed for streets with newly compacted subgrades and limerock bases, as detailed in the drawings, all in accordance with the requirements of the Contract Documents.

B. Payment for placement of asphalt concrete pavement at the thickness indicated will be made at the unit price per square yard for such placement as named and at the thickness indicated in the Bid Schedule which price will constitute full compensation for applying a tack coat, and furnishing, placing and compacting all asphalt surface, complete in place to the cross section and thicknesses shown on the drawings; including replacing brass valve tabs, adjusting valve box and MAS rim elevations, milling and saw cutting of all pavement, temporary striping and all cleanup of the area disturbed by this construction.

C. Measurement for payment of SuperPave course (SP 12.5 for Griffin Road) will be based upon the number of cubic yards of such asphalt concrete pavement actually constructed for Griffin Road restoration, as detailed in the drawings, all in accordance with the requirements of the Contract Documents.

D. Payment for placement of SuperPave pavement at thickness required to match existing thickness will be made at the unit price per cubic yard for such placement as named in the Bid Schedule and at the thickness actually installed which price will constitute full compensation for applying a tack coat, and furnishing, placing and compacting all asphalt surface, complete in place in accordance with FDOT standards; including replacing brass valve tabs, adjusting valve box and MAS rim elevations, milling and saw cutting of all pavement, temporary striping and all cleanup of the area disturbed by this construction.

- 3.2 Refer to Section 01025: MEASUREMENT AND PAYMENT, Paragraph 1.43A MILL AND RESURFACE EXISTING ASPHALT PAVEMENT (ITEM 76C) is hereby **ADDED** as follows:

"1.43A MILL AND RESURFACE EXISTING ASPHALT PAVEMENT (Item #76C)

- A. Measurement and payment for Mill and Resurface asphalt pavement will be based on the number of square yards for such pavement actually milled and resurfaced, all in accordance with the requirements of the Contract Documents.**
- B. Payment for milling and resurfacing asphalt pavement will be made at the unit price per square yard of such as named in the Bid Schedule which price shall constitute full compensation for milling, removal and disposal of asphalt, removal of reflective pavement markers, any temporary striping necessary between milling and resurfacing, and restoration. Any damage by the CONTRACTOR to existing curbs that are to remain, are to be repaired by the CONTRACTOR at no cost to the CLIENT."**
5. The following is a response to a question received regarding this solicitation and is provided for informational purposes only. Questions should be emailed to both the Purchasing Agent and the Project Manager as indicated in the solicitation.

Question: What is the engineer's estimate for this project?

Response: **The engineer's estimate for this project is \$11,910,000.**

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: Ric-Man Construction Florida, Inc.

FORM 004546-9: SELF-CERTIFICATION: OWNER ETHNICITY/GENDER (OPTIONAL)

The information requested is voluntary and not a requirement to respond to a Broward County solicitation. However, in the event that your company becomes the recommend vendor for award, this information will be required prior to award. Recommended vendor for award must submit within three business days of County's request.

In order for the County to ensure that all prospective vendors have an equal opportunity to participate in County procurements, the following information is requested regarding each prospective vendor. Please read the following and determine which is applicable.

The following gender applies to the primary owner of firm:

- Female Male Equally-Owned (Female and Male)

The following ethnicity applies to the primary owner of firm:

- African American/Black/Afro-Caribbean Native American
 Asian Pacific Subcontinent Asian
 Caucasian/White Other
 Hispanic/Latino

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

(Vendor signature)

(Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

_____ as _____ of
(Name of person who's signature is being notarized) (Title)

_____ known to me to be the person described herein, or who produced
(Name of Corporation/Company)

_____ as identification, and who did/did not take an oath.
(Type of Identification)

NOTARY PUBLIC:

(Signature)

My commission expires: _____

(Print Name)



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ADDENDUM NO. 2

Solicitation No.: Y1200707C1
Solicitation Title: UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements

Date Of Addendum: January 13, 2014

Attention all potential bidders:

Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" *addenda and revised Bid Sheets* are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid submittal or acknowledged on the Bid Tender Form. All revised Bid Sheets must be returned with your Bid, submittal. Failure of a Submitter to or acknowledge the addenda and return the revised Bid Sheets shall be cause for rejection of the bid.

- Return Addendum with Bid Submittal or Acknowledge on the Bid Sheet
- Return Completed Revised Price Sheet with Bid Submittal

To all prospective bidders, please note the following changes and clarifications:

Words in ~~strike through~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. The Bid Opening Date remains as **January 22, 2014 at 2 p.m.**
2. The Electronic Bid Pricing Sheets have been revised and must be completed and returned with your bid submission. Download the revised Electronic Bid Pricing Sheets (**Revised E-bid sheet per Addendum No. 2**) from the Purchasing Division's website at:
<http://www.broward.org/Purchasing/Pages/CurrentSolicitationList.aspx>.

The revised electronic bid pricing sheets per Addendum No. 2 "MUST" be completed and returned with your Bid submittal.

- 2.1 The estimated quantity for Line Item (**Item #72**) for "Stabilization of Subgrade" is **revised** from 74,525 square yards to **75,000** square yards.
- 2.2 The estimated quantity for Line Item (**Item #73**) for "Furnish and Compact Lime Rock Base Material" is **revised** from 67,580 square yards to **68,000** square yards.
- 2.3 The estimated quantity for Line Item (**Item #75**) for "Furnish and Place 1 ¼" Asphalt Concrete Pavement – Type S-1 1st Lift is **revised** from 53,400 square yards to **54,350** square yards.

- 2.4 The estimated quantity for Line Item (**Item #76**) for "Furnish and Place $\frac{3}{4}$ " Asphalt Concrete Pavement – Type S-III 2nd Lift is **revised** from ~~53,400~~ square yards to **54,350** square yards.
- 2.5 **A New Line Item (Item #76A)** for "Furnish and Install Super Pave (SP 12.5)" with a quantity of 480 cubic yards (CY) is **added** to the contract schedule of prices bid.
- 2.6 **A New Line Item (Item #76B)** for "Furnish and Install 1" Friction Course (FC 9.5)" with a quantity of 1,220 square yards (SY) is **added** to the contract schedule of prices bid.
- 2.7 **A New Line Item (Item #76C)** for "Mill and Resurface Asphalt Pavement (Griffin Road)" with a quantity of 1,220 square yards (SY) is **added** to the contract schedule of prices bid.

Revised items 2.5 thru 2.7 are added to compensate for restoration of roadway on Griffin Road as shown in the plans on Sheet 39 of 205, Sheet 40 of 205 and Sheets 192-194 of 205. The drawings are revised to show addendum revisions and additions.

- 2.8 The estimated quantity for Line Item (**Item #82**) for "Miscellaneous Concrete Restoration" is **revised** from ~~475~~ square yards to **575** square yards.
- 2.9 The estimated quantity for Line Item (**Item #86**) for "Furnish and Place 6" Thermoplastic (solid line) is **revised** from ~~24,500~~ linear feet to **25,540** linear feet.
- 2.10 The estimated quantity for Line Item (**Item #99**) for "Furnish and Install Speed Humps" is **revised** from 4 each to **5** each.
- 2.11 The estimated quantity for Line Item (**Item #100**) for "Furnish and Install Type F Curb" is **revised** from ~~500~~ linear feet to **600** linear feet.
- 2.12 **A New Line Item (Item 106A)** for "Performance and Maintenance Required Security (Work within Broward County R.O.W.)" is **added** to the contract schedule of prices bid.
- 2.13 A formatting error is **corrected** and text that was cut off is now legible. This affects line items #37, 38 and 70.

3. **Refer to CONSTRUCTION CONTRACT DOCUMENTS:**

- 3.1 **SECTION 010000: GENERAL REQUIREMENTS/TECHNICAL SPECIFICATIONS** is **deleted** in its entirety and **replaced** with a revised **Section 010000: GENERAL REQUIREMENTS/TECHNICAL SPECIFICATIONS** attached herewith.

4. Refer to TECHNICAL SPECIFICATIONS:

- 4.1 Refer to Section 01025: MEASUREMENT AND PAYMENT, Paragraph 1.64A PERFORMANCE AND MAINTENANCE SECURITY (Item 106A) is hereby **ADDED** as follows:

"1.64A PERFORMANCE AND MAINTENANCE SECURITY (Item 106A)

A. Measure for payment for performance and maintenance security may be posted in the form of cash, certified checks, or letters of credit to provide 100% coverage for the restoration costs of Broward County's rights-of-way for a period of one (1) year after the permitted work and all required documentation has been completed, approved and accepted by the Highway Construction and Engineering Division. This shall be in accordance with Section 4-3.5 of the "Minimum Standards Applicable to Public Rights-of-Way under Broward County Jurisdiction". The allowance amount shown on the Bid Sheet is an estimate of the required performance and maintenance security (capped at 3% annually), not the amount of the required security for which the CONTRACTOR will be responsible. This cost is a "Pass-Thru" item. The CONTRACTOR shall produce documentation upon request verifying the actual cost. Only the security costs substantiated and approved by the COUNTY will be paid as part of this bid item. No markup will be permitted for these pass-thru costs.

- 4.2 **Section 02724 "Pipe Bursting"** is hereby **added and attached** herewith.

5. Refer to Volume 3 – DRAWINGS

The drawings are **DELETED** in their entirety and **REPLACED** by **REVISED DRAWINGS**. The drawings have been reformatted to allow for full sized printing and some sheets, as identified below, are revised.

Download the revised drawings labeled as "Revised Drawings per Addendum No. 2" from the Purchasing Division's website at:

<http://www.broward.org/Purchasing/Pages/CurrentSolicitationList.aspx>.

- 5.1 **UAZ 314 RESTORATION KEY SHEET RES-1 is revised.**
- 5.2 **UAZ 314 RESTORATION SHEET RES-1 is revised.**
- 5.3 **UAZ 314 RESTORATION SHEET RES-2 is revised.**
- 5.4 **UAZ 314 RESTORATION SHEET RES-3 is revised.**
- 5.5 **UAZ 314 RESTORATION SHEET RES-4 is revised.**
- 5.6 **UAZ 314 RESTORATION SHEET RES-5 is revised.**
- 5.7 **UAZ 316 RESTORATION KEY SHEET is revised.**
- 5.8 **UAZ 316 RESTORATION SHEET RES-1 is revised.**
- 5.9 **UAZ 316 RESTORATION SHEET RES-2 is revised.**
- 5.10 **UAZ 316 RESTORATION SHEET RES-3 is revised.**
- 5.11 **UAZ 316 RESTORATION SHEET RES-4 is revised.**
- 5.12 **UAZ 316 RESTORATION SHEET RES-5 is revised.**
- 5.13 **UAZ 316 RESTORATION SHEET RES-6 is revised.**
- 5.14 **UAZ 316 RESTORATION SHEET RES-7 is revised.**
- 5.15 **UAZ 316 RESTORATION SHEET RES-8 is revised.**
- 5.16 **UAZ 316 RESTORATION SHEET RES-9 is revised.**

- 5.17 UAZ 316 RESTORATION SHEET RES-10 is revised.
- 5.18 UAZ 316 RESTORATION SHEET RES-11 is revised.
- 5.19 UAZ 316 RESTORATION SHEET RES-12 is revised.
- 5.20 UAZ 316 RESTORATION SHEET RES-13 is revised.
- 5.21 UAZ 316 RESTORATION SHEET RES-14 is revised.
- 5.22 UAZ 318 RESTORATION KEY SHEET is revised.
- 5.23 UAZ 318 RESTORATION SHEET RES-1 is revised.
- 5.24 UAZ 318 RESTORATION SHEET RES-2 is revised.
- 5.25 UAZ 318 RESTORATION SHEET RES-3 is revised.
- 5.26 UAZ 318 RESTORATION SHEET RES-4 is revised.
- 5.27 UAZ 318 RESTORATION SHEET RES-5 is revised.
- 5.28 UAZ 318 RESTORATION SHEET RES-6 is revised.
- 5.29 UAZ 318 RESTORATION SHEET RES-7 is revised.
- 5.30 PROJECT DETAILS SHEET D-1 is revised.
- 5.31 PROJECT DETAILS SHEET D-2 is revised.
- 5.32 PROJECT DETAILS SHEET D-3 is revised.
- 5.33 PROJECT DETAILS SHEET D-4 is revised.
- 5.34 PROJECT DETAILS SHEET D-5 is revised.
- 5.35 PROJECT DETAILS SHEET D-6 is revised.
- 5.36 PROJECT DETAILS SHEET D-7 is revised.
- 5.37 PROJECT DETAILS SHEET D-7A is revised.
- 5.38 PROJECT DETAILS SHEET D-7B is added.
- 5.39 PROJECT DETAILS SHEET D-7C is added.

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: Ric-Man Construction Florida, Inc.

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

1.02 RELATED WORK

- A. Section 02610 Piping, General
- B. Section 02722 Sanitary Sewer System
- C. Section 2723 Sewer Line Cleaning and Internal Television Inspection

1.03 GENERAL

- A. This specification shall cover the rehabilitation of existing sanitary sewers using the pipe bursting method. Pipe bursting is a system by which the pneumatic bursting tool fractures the existing pipe while simultaneously installing a new Polyethylene Pipe of the same size or larger size pipe where the old pipe existed, then reconnects existing sewer service house connections, television inspection of the Polyethylene Pipe and completes the installation in accordance with the contract documents. Only pneumatically operated equipment with either front or rear expanders for the proper connection to the Polyethylene Pipe will be allowed for use. The pneumatic tool must be used in conjunction with a constant tension/variable speed winch. The winch shall have twin cable pulling capstans with twin hydraulic drive motors and twin gear boxes for independent operation of 20, 10 or 5 tons. The size of the winch will depend on the diameter of the pipe to be replaced.

1.04 QUALIFICATIONS

- A. The CONTRACTOR shall provide proof of training by the particular Pipe Bursting System Manufacturer that such a company is fully trained in the use of the pipe bursting system.
- B. Polyethylene pipe joining shall be performed by personnel trained in the use of butt-fusion equipment and recommended methods for new pipe connections. Personnel directly involved with installing the new pipe shall receive training in the proper methods for handling and installing the polyethylene pipe. Training shall be performed by a qualified representative.

1.05 SUBMITTALS

- A. CONTRACTOR shall submit the following drawings:
 - 1. Shop drawings, catalog data, and manufacturer's technical data showing complete information on material composition, physical properties, and dimensions of new pipe and

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- fittings. Include manufacturer's recommendations for handling, storage, and repair of pipe and fittings damaged.
2. Method of construction and restoration of existing sewer service connections. This shall include: Detail drawings and written descriptions of the entire construction procedure to install pipe, bypass sewage flow and reconnection of sewer service connections.
 3. Proof of training for installing pipe.
 4. Television inspection reports and videotapes shall be made prior to pipe bursting and after new pipe installation.

PART 2 MATERIALS AND EQUIPMENT

2.01 DELIVERY, STORAGE, AND HANDLING

- A. Transport, handle, and store pipe and fittings as recommended by manufacturer.
- B. If new pipe and fittings become damaged before or during installation, it shall be replaced as required by the ENGINEER at the CONTRACTOR's expense, before proceeding further.
- C. Deliver, store and handle other materials as required to prevent damage.

2.02 MATERIALS

- A. Polyethylene Plastic Pipe shall be high density polyethylene pipe and meet the applicable requirements of ASTM F714 Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter, ASTM D1248, ASTM D3350.
 1. Sizes of the insertions to be used shall be such to renew the sewer to its original or greater than flow capacity.
 2. All pipe shall be made of virgin material. No rework except that obtained from the manufacturer's own production of the same formulation shall be used.
 3. The pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.
 4. High Density Polyethylene Pipe (HDPE) manufacturers recommend minimum wall thickness of SDR 17 for pipe bursting installations.
 5. Material color shall be white or black with a green stripe for sewer, or green pipe or as specified by the ENGINEER.

2.03 TESTS

- A. Tests for compliance with this specification shall be made as specific herein and in accordance with the applicable ASTM Specification. A certificate with this specification shall be furnished, upon request, by the manufacturer for all material furnished under this

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specification. Polyethylene plastic pipe and fittings must meet the requirements of this specification.

2.04 EQUIPMENT

- A. The pipe bursting tool shall be designed and manufactured to force its way through existing pipe materials by fragmenting the pipe and compressing the old pipe sections into the surrounding soil as it progresses. The bursting unit shall be pneumatic and shall generate sufficient force to burst and compact the existing pipe line.
- B. See manufacturer's specifications for what size tool should be used in what diameter of pipe, as well as parameters of what size tool for percentage of upsize allowed.
- C. The pipe bursting tool shall be pulled through the sewer by a winch located at the either upstream or downstream maintenance access structure. The bursting unit shall pull the polyethylene pipe with it as it moves forward. The bursting head shall incorporate a shield/expander to prevent collapse of the hole ahead of the PE pipe insertion. The pipe bursting unit shall be remotely controlled.
- D. The pipe bursting tool shall be pneumatic. The bursting action of the tool shall increase the external dimensions sufficiently, causing breakage of the pipe at the same time expanding the surrounding ground. This action shall not only break the pipe but also create a temporary void into which the bursting tool can be winched and enables forward progress to be made. At the same time the polyethylene pipe, directly attached to the sleeve on the rear of the bursting tool, shall also move forward.
- E. The bursting tool shall have its own forward momentum while being assisted by winching. A hydraulic winch shall give the bursting tool a force of constant tension so that it can be moved forward. To form a complete operating system, the bursting tool must be matched to a constant tension hydraulic winching system.
- F. The winch, cable and cable drum must be provided with safety cage and supports so that it may be operated safely without injury to persons or property.
- G. The CONTRACTOR shall provide a system of guide pulleys and bracing at the exit pit to minimize cable contact with the existing line between launch and exit pits.
- H. The supports to the trench shoring in the insertion pit shall remain completely separate from the winch boom support system and shall be so designed that neither the pipe nor the winch cable shall be in contact with them.

PART 3 EXECUTION

3.01 SEWER SERVICE CONNECTIONS

- A. All sewer service connections shall be identified and located prior to the pipe insertion to expedite reconnection. Upon commencement, pipe insertion shall be continuous and without

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PIPE BURSTING

interruption from one maintenance access structure to another, except as approved by the ENGINEER and/or the representative. Upon completion of insertion of the new pipe, the CONTRACTOR shall expedite the reconnection of services so as to minimize any inconvenience to the customers.

- B. Sewer service connections shall be connected to the new pipe by various methods. The saddles should be made of a material compatible with that of the pipe. Fusion of saddle connection to the main is the only means of assuring complete leak free joint is obtained.
- C. Electrofusion saddles shall be installed in accordance with the manufactures recommended procedures.
- D. Conventional Fusion saddles shall be installed in accordance with the manufacturer's recommended procedures.
- E. Connection of the new service lateral* to the mainline shall be accomplished by means of a compression fit service connection. The service connection shall be specifically designed for connection to the sewer main being installed. Install using procedures and equipment as referenced in manufacturer's written installation instructions.

*TYPES AVAILABLE FOR ALL MAINLINES:

TYPES	GASKETTED BELL SDR 35	GASKETTED BELL IPS/SCH 40
PVC Hub	ASTM D3034 SDR 35	ASTM D3034 SDR 26
Rubber Boot	ASTM C443	ASTM C443
Band	301 SS	301 SS
Screw	305 SS	305 SS
Housing	301 SS	301 SS
Gasket	ASTM F477	ASTM F477

3.02 BYPASSING SEWAGE

- A. By-Pass Pumping: The CONTRACTOR, when and where required, shall provide diversion or bypassing for the pipe bursting/replacement process. The pumps and by-pass lines shall be of adequate capacity and size to handle all flows. All costs for by-pass pumping, required during installation of the pipe shall be subsidiary to the pipe reconstruction item.
- B. The CONTRACTOR shall be responsible for continuity of sanitary sewer service to each facility connected to the section of sewer during the execution of the work.
- C. If sewage backup occurs and enters buildings, the CONTRACTOR shall be responsible for clean-up, repair, property damage cost and claims.

3.03 TELEVISION INSPECTION

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PIPE BURSTING

- A. Television inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit color television. Television inspection shall include the following:
- B. Pre-pipe bursting videos by CONTRACTOR.
- C. Post Videotapes to be submitted to the COUNTY before final invoice. Normal pipe bursting practice includes videotaping and evaluation of the existing pipe during the design phase of the project or prior to commencement of pipe bursting operations.
- D. Videotapes to remain property of the COUNTY.
- E. All flows tributary to reach of sewer being inspected are to be completely by-passed around the reach during inspection if necessary and required by the COUNTY.
- F. Post construction videotape upon completion of reconstruction of each reach of sewer with the voice description, as appropriate with coordinates of services indicated. Data and coordinates to be on video.
- G. Should any portion of the inspection tapes be of inadequate quality or coverage, as determined by the COUNTY the CONTRACTOR will have the portion re-inspected and video taped at no additional expense to the COUNTY.

3.04 INSTALLATION

- A. The CONTRACTOR shall install all pulleys, rollers, bumpers, alignment control devices and other equipment required to protect existing maintenance access structures, and to protect the pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. Under no circumstances will the pipe be stressed beyond its elastic limit. Winch line is to be centered in pipe to be burst with adjustable boom.
- B. The installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to any reconnection of service lines, sealing of the annulus or backfilling of the insertion pit. Sufficient excess length of new pipe, but not less than four (4) inches, shall be allowed to protrude into the maintenance access structure to provide for occurrence. Restraint of pipe ends shall be achieved by means of electrofusion couplings. The electrofusion couplings shall be slipped over pipe ends against maintenance access structure wall and fused in place. Installation of electrofusion couplings shall be done in accordance with the manufacturers recommended procedures.
- C. Launch pits need to be long enough to properly align the bursting tool with the existing pipe and to allow the HDPE pipe enough space to begin a graceful "S " Bend out of the pit and transition to a "tail ditch" at the street above. A good rule of thumb to use for the "tail ditch" is to multiply the depth of the existing pipe by a factor of 4. The product is an approximate minimum launch pit length plus "tail ditch".

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Tail Ditch Example: Existing pipe is 8' deep; 8' depth x 4 = 32' graduating tail ditch.

Note: The tail ditch only needs to accommodate the outside diameter of new pipe.

The receiving pits shall be long enough to easily remove the bursting tool/expander combination leaving a couple of feet of the HDPE pipe to work with.

- D. Service Connections: Excavations for laterals should be to depth of 1 foot below the lateral. This will help to prevent uneven expansion of the soil by the bursting tool. This will minimize the potential of creating a hump in the new pipe at lateral connections. In some soil conditions, it will be important to only dig the lateral to the invert of the host pipe. This will help minimize the potential of creating sags at lateral connections. These are usually lateral connections where leakage has been occurring for some time causing the soil to be softer than the rest of the pipeline.

3.05 FIELD TESTING

- A. After the existing sewer is completely replaced, internally inspect with television camera and videotape as required. The finished tape shall be continuous over the entire length of the sewer between two maintenance access structures to be free from visual defects.
- B. Defects which may affect the integrity or strength of the pipe in the opinion of the ENGINEER shall be repaired or the pipe replaced at the CONTRACTOR's expense.

3.06 PIPE JOINING

- A. The polyethylene pipe shall be assembled and joined at the site using the butt-fusion method to provide a leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures used shall be used in strict compliance with the manufacturer's recommendations. Fusing shall be accomplished by personnel certified as fusion technicians by a manufacturer of polyethylene pipe and/or fusing equipment.
- B. The butt-fused joint shall be true alignment and shall have uniform roll-back beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to that of the pipe. All joints shall be subject to acceptance by the ENGINEER and/or the representative prior to insertion.
- C. Terminal sections of pipe that are joined within the insertion pit shall be connected with electrofusion couplings or connectors with tensile strength equivalent to that of the pipe being joined.

3.07 MEASUREMENT AND PAYMENT

- A. Measurement and payment will be based upon the actual quantities installed as more specifically discussed in Section 01025 for measurement and payment. The work performed as prescribed will be paid at the unit price per linear foot of sanitary sewer by pipe

Addendum No. 2
BID NO. Y1200707C1
SECTION 02724
PIPE BURSTING

bursting/replacement for the specified pipe, which price shall be full compensation for bedding, backfill material, annulus sealing material, launching pits, the installation of the new pipe, locating and reconstruction of services, furnishing and placing of all materials, labor, tools, equipment, cleaning, and preparation of the existing pipe to receive the new liner, video inspection and any necessary by-pass pumping.

END OF SECTION 02724



Finance and Administration Services Department
PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6000 | FAX 954-357-6030 | brp@broward.org
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

ATTENTION

Dear Vendor:

Thank you for your interest in doing business with Broward County. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions could lead to your submittal being rejected. Any change(s) to this solicitation will be conveyed through the written addenda process. Notifications of addenda are sent electronically to vendors registered under the applicable commodity codes at the time the original solicitation was created. In addition, all addenda are posted on the Purchasing Division's website, www.broward.org/purchasing, which can be accessed by selecting Current Solicitations. Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation. It is the responsibility of all potential vendors to monitor the Purchasing Division's website for any changing information prior to submitting their reply.

It is the intent of the Purchasing Division to provide quality services. If you have any questions, please visit our website to view the information provided on "How to Do Business with Broward County – A Vendor's Guide," or feel free to contact the agent of concern. Again, thank you for your continued interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Broward County Purchasing Division

A Service of the Broward County Board of County Commissioners
Excellence in Public Procurement – Our Best Working Less

DIRECTOR OF PURCHASING LETTER

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SECTION 001100-1: NOTICE OF INVITATION TO BID

Refer to website: www.broward.org/purchasing

Sealed bids for selling and delivering all necessary labor, materials, equipment, and services for the completion of the work, including installation of materials, supplies and equipment sold and delivered to Broward County for the construction of **UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements** for the **Broward County Water and Wastewater Services**.

Bid No. Y1200707C1, will be received by the Board of County Commissioners, Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 until **2:00 p.m.** on Wednesday, **January 15, 2014**, at which time bids will be publicly opened and read thereafter.

Bid opening can be viewed through a live webcast; visit www.broward.org and select Video Central.

There will be a Pre-bid Conference on **December 20, 2013**, at **2 p.m.** at the following location:

Broward County Water and Wastewater Services – Training Room

2555 W Copans Road

Pompano Beach, FL 33069

Attendance at the Pre-bid Conference is highly encouraged and recommended as a source of information but is not mandatory.

A Pre-bid job site visit will not be conducted.

The Contract Documents are open to public inspection at the offices of the Purchasing Division of Broward County, Government Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

The Contract Documents may be downloaded from the Purchasing Division's website at www.broward.org/purchasing.

SECTION 001100-2: SCOPE OF WORK

The Work set forth within these bid documents includes the furnishing of all labor, materials, equipment, services and incidentals for the construction of:

The work of this Contract comprises the construction of the infrastructure site work. The work will include but not be limited to site preparation, earthwork, roadway and walkway replacement and construction, sanitary sewer system installation, water systems installation, landscape restoration, restoring existing irrigation systems, pavement marking restoration and site furnishings.

Location of Work:

UAZ 314 is bordered on the north by S.W. 45 Street, on the east by SW 29 Terrace, on the south by Griffin Road and on the west by SW 31 Avenue.

UAZ 316 is bordered on the north S.W. 52 Street, on the east by Woodland Lane (S.W. 37 Terrace), on the south by Stirling Road and on the west by State Road 7, also it runs along S.W. 40 Avenue north to S.W. 49 Court.

UAZ 318 is bordered on the north by Griffin Road, on the east by S.W. 40 Avenue, on the south by S.W. 50 Street and on the west by State Road 7.

SECTION 002000: DEFINITIONS

Definitions: 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. Bidder: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
2. Board: The Board of County Commissioners of Broward County, Florida, its successors and assigns.
3. Change Order: A written document ordering a change in the Contract Price or Contract Time or a material change in the Work.
4. CONSULTANT: Architect or Engineer who has contracted with COUNTY or who is an employee of COUNTY, to provide professional services for this Project.
5. Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages.
6. Contract Administrator: The ranking managerial employee of the agency of COUNTY government which requested the Project, or some other employee expressly designated as Contract Administrator in writing by said ranking managerial employee.
7. Contract Documents: The official documents setting forth bidding information, requirements and contractual obligations for the project and includes the Contract, Invitation to Bid, Scope of Work, Instruction to Bidders, Supplements, Technical Specifications, Exhibits, Certificates, Closeout Forms, General Conditions, Supplementary Conditions, Plans, Drawings, Addenda, General Requirements, Project Forms, Certifications, Bid Forms, Bid Tender Form, Record of Award by Board, Bonds, Notice of Award, Notices(s) to Proceed, Purchase Order(s), Change Order(s), Field Order(s), Supplemental Instructions and any additional documents the submission of which is required by this Project.
8. Contract Price: The original amount established in the bid submittal and award by the Board, as may be amended by Change Order.
9. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 3 of the Contract, as may be amended as provided herein.
10. CONTRACTOR: The person, firm, or corporation with whom Broward County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR.
11. COUNTY or Owner: Broward County, Florida, the public body, agency or instrumentality which is a party hereto and for which this Contract is to be performed. In all respects hereunder, COUNTY's performance is pursuant to COUNTY's position as the owner of a construction project. 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.

12. **Field Order:** A written order which orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
13. **Final Completion:** The date certified by the Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by the Consultant; any other documents required to be provided by CONTRACTOR have been received by the Consultant; and to the best of the Consultant's knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.
14. **Materials:** Materials incorporated in this Project, or used or consumed in the performance of the Work.
15. **Notice(s) to Proceed:** Written notice to CONTRACTOR authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
16. **Plans and/or Drawings:** The official graphic representations of this Project which are a part of the Contract Documents.
17. **Project:** The construction project described in the Contract Documents, including the Work described therein.
18. **Project Initiation Date:** The date upon which the Contract Time commences.
19. **Responsive bidder:** means a person who has submitted a bid which conforms in all material respects to a solicitation. A bid or proposal of a Responsive Bidder must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the bid documents to be submitted at the time of bid opening.
20. **Responsible bidder:** means an offeror who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
21. **Subcontractor:** A person, firm or corporation having a direct contract with CONTRACTOR including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.
22. **Substantial Completion:** That date, as certified in writing by the Consultant and as finally determined by CONTRACT ADMINISTRATOR in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved, however, the

issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

23. Surety: The surety company or individual which is bound by the performance bond and payment bond with and for CONTRACTOR who is primarily liable, and which surety company or individual is responsible for CONTRACTOR's satisfactory performance of the work under the contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
24. Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR's obligations. The Work may constitute the whole or a part of the Project.

SECTION 002100: INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions.

1. **Examination of Contract Documents and Site:** It is the responsibility of each Bidder before submitting a Bid, to:
 - 1.1. Examine the Contract Documents thoroughly;
 - 1.2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work;
 - 1.3. Take into account federal, state and local laws, regulations, ordinances, and the Broward County Procurement Code that may affect costs, progress, performance, furnishing of the Work, or award;
 - 1.4. Study and carefully correlate Bidder's observations with the Contract Documents; and
 - 1.5. Carefully review the Contract Documents and notify the COUNTY of all conflicts, errors or discrepancies in the Contract Documents of which Bidder knows or reasonably should have known.

The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2. **Pre-Bid Interpretations:** Only questions answered by written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions about the meaning or intent of the Contract Documents are to be directed to COUNTY in writing. Bidder shall submit all questions by e-mail to: **Najla Elshami-Zerrouki, P.E., Project Manager, Water and Wastewater Engineering** at nelshami@broward.org and **Ilyse S. Valdivia, Purchasing Agent, Purchasing Division** at lvaldivia@broward.org.

Interpretations or clarifications considered necessary by the COUNTY in response to such questions will be issued by COUNTY by means of addenda. Written questions should be received no less than fourteen (14) calendar days prior to the date of the bid opening. There shall be no obligation on the part of COUNTY to respond to questions received less than fourteen (14) calendar days prior to bid opening.

3. **Submission of Sealed Bids:** All bids must be received at the **Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301**, before the time and date specified for bid opening. The Bid Tender Form must be executed and submitted with all bid sheets in a sealed envelope. It is the bidder's sole and strict responsibility for obtaining and submitting a response on or before the due date and time. Broward County is not responsible for bidder's delays and untimely submittal caused by using the United States Postal Service or any other type of delivery method (i.e. courier,

shipping, or transportation services). Submittals or responses delivered or received at any other location than the location specified herein and/or received late shall be deemed non-responsive.

The original Bid Tender Form must be signed, preferably in blue ink, and should include one photocopy and one compact disk (CD) of executed scanned bid document in one envelope. The CD should contain a scanned portable document format (PDF) file of the submitted original hardcopy. If there are any discrepancies, information contained in the original hard copy will prevail. The face of the envelope should contain the address, the date and time of bid opening, and bid number. Bids not submitted on bid sheets may be rejected. All bids are subject to the conditions specified herein. Those bids which do not comply with these conditions are subject to rejection.

4. **Printed Form of Bid:** All bids must be made upon the blank Bid Tender Form included herein and must give the price in strict accordance with the instructions thereon. The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form.
5. **Acceptance or Rejection of Bids:** COUNTY reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one hundred and twenty (120) calendar days after bid opening date. A Bidder may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) calendar days from the bid opening date. A Bidder may withdraw its bid after the expiration of one hundred and twenty (120) calendar days from the bid opening date by delivering written notice of withdrawal to the Purchasing Division prior to award of the Contract by the Board of County Commissioners or Director of Purchasing.
6. **Waiver of Technicalities or Irregularities:** The Board of County Commissioners reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids.
7. **Determination of Award:** Except where COUNTY exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by COUNTY to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as COUNTY determines to be in its own best interests. In the determination of the lowest bid, the COUNTY reserves the right to provide for a local preference in accordance with Section 1-74, et. seq., Code of Ordinances, as applicable. These Contract Documents may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency's regulations and COUNTY's regulations, the more stringent regulations concerning the determination for award shall apply.
8. **Evaluation:** An interim performance evaluation of the successful CONTRACTOR may be submitted by the Contract Administrator during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the construction contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the COUNTY Director of Purchasing who shall provide a copy to the successful CONTRACTOR. Said evaluation(s) may be used by the COUNTY as a factor in considering the responsibility of the successful CONTRACTOR for future bids with the COUNTY.
9. **Contract Price:** The Contract Price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the Contract Documents. The cost of any item(s) of Work not covered by a specific Contract unit price or

lump sum price shall be included in the Contract unit price or lump sum price to which the item(s) is most applicable.

10. **Postponement of Date for Opening of Bids:** COUNTY reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to give at least seven (7) calendar days written notice of any such postponement to each prospective Bidder.
11. **Qualifications of Bidders:** Bids shall be considered only from firms normally engaged in performing the type of work specified within the Contract Documents. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to COUNTY. Refer to Section 002200: Instructions to Bidders Supplement for additional requirements of Bidder's qualifications (if applicable).

In determining a Bidder's responsibility and ability to perform the Contract, COUNTY has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder.

12. **Addenda and Modifications:** Bidders are responsible for checking the COUNTY's website (www.broward.org/purchasing) for additional information and addenda. COUNTY shall make reasonable efforts to issue addenda within seven (7) calendar days prior to bid opening date, or less as stated in addenda. All addenda and other modifications made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Contract Documents. Bidders shall be responsible for obtaining, reviewing and executing each addendum. Bidders shall be responsible for notifying COUNTY of any issues in each addendum within seven (7) business days of issuance and prior to submittal of bid response.
13. **Commonly Asked Questions (CAQs)** – general questions submitted by bidders requesting clarifications or non-material information may be answered by "Commonly Asked Questions." A separate document link will be posted on the Purchasing Division's website in conjunction with the bid solicitation. A CAQ is for informational purposes only and does not have to be acknowledged with the bid submittal. If CAQ is issued, Bidders should check Commonly Asked Questions frequently for any updates (document will be regularly updated as needed).
14. **Prevailing Wage Rates:**
Prevailing Wage Rates: On November 17, 1983, the Broward County Board of County Commissioners enacted Ordinance No. 83-72 providing that, in all non-federally funded construction procurement activity of Two Hundred Fifty Thousand Dollars (\$250,000.00) or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (refer to Instructions to Bidders Supplement, Section 002205-1).
15. **Occupational Health and Safety:** In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

- 15.1. The chemical name and the common name of the toxic substance.

- 15.2. The hazards or other risks in the use of the toxic substance, including:
 - 15.2.1. The potential for fire, explosion, corrosion, and reaction;
 - 15.2.2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 15.2.3. The primary routes of entry and symptoms of overexposure.
 - 15.3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - 15.4. The emergency procedure for spills, fire, disposal, and first aid.
 - 15.5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - 15.6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
16. **Asbestos Containing Material in County Buildings:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), bidders are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.
17. **Environmental Regulations:** Pursuant to the Broward County Procurement Code, COUNTY reserves the right to consider a Bidder's history of citations and violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination in the opinion of COUNTY. Bidder shall submit with its Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify COUNTY immediately of notice of any citation or violation which Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to it.
18. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the Contract Documents including plans and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, COUNTY, through Consultant (if applicable), will have made its best efforts to name additional references. Any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the Consultant, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the Consultant.
19. **Protested Solicitation and Award:** Any protest over solicitation or award of this contract must be in accordance with the Broward County Procurement Code provisions relating to Pre-

Litigation Resolution of Controversies. In accordance with Sections 21.118 and 21.119 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:

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

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

The estimated contract amount shall be based upon the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the COUNTY's estimated contract price for the project. The COUNTY may accept cash, money

order, certified check, or cashier's check, payable to Broward County Board of County Commissioners.

20. **False Claims:** In accordance with the COUNTY's False Claims Ordinance, Sections 1-276 – 1-287, Broward County Code of Ordinances, the successful bidder must maintain, as a condition precedent to submitting a claim against the COUNTY, a final bid takeoff. The final bid takeoff shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the bid, in anticipation of the bid submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the county, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the COUNTY. "Bid Takeoff" means the final estimate, tabulation, or worksheet prepared by the contractor in anticipation of the bid submitted, and which shall reflect the final bid price. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION AND THE BROWARD COUNTY FALSE CLAIMS ORDINANCE.
21. **Local Preference:** In accordance with Section 1-74, et. seq., Code of Ordinances, Broward County provides a Local Preference to local and locally headquartered businesses in the County. The Local Preference is extended to Miami-Dade County local and locally headquartered businesses, based upon an Interlocal Agreement of Reciprocity between the counties. This preference does not apply for any solicitation with funding source restrictions, included federal, state, or other grant funding. The Ordinance provides the following:
- 21.1. If the low responsive and responsible bidder is not a local business or a locally-headquartered business, any and all qualifying local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all qualifying locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all qualifying bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.
 - 21.2. If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.
 - 21.3. All qualifying bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid regardless of location.
 - 21.4. Form 16 and a copy a business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) should be submitted in order to be considered for Local Preference. If not submitted with the bid, it must be submitted within three business days of notification from the County. Failure to timely submit may render the business ineligible for application of the Local Preference. The County may request verification of any information required to confirm certification.
22. **Battery Disposal:** In accordance with Florida 1993 Solid Waste Act, the manufacturer of heavy metal batteries or the manufacturers of products powered by such batteries are solely responsible for the reclamation and disposal of such used batteries purchased by the COUNTY.

The COUNTY shall not be liable for any cost associated with the reclamation and disposal of such batteries.

23. **Dun & Bradstreet Report Requirement:** The COUNTY may review the bidder's rating and payment performance to assist in determining a bidder's responsibility when being evaluated for a contract award.
24. **Cone of Silence Ordinance:** In accordance with Section 1-266, of the Broward County Code of Ordinance, as amended, provides that after the advertisement of the bid solicitation, potential vendors and their representatives are substantially restricted from communicating regarding the Bid with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this bid process. The Cone of Silence Ordinance further provides that after the bid opening for this solicitation, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with the County Commissioners and their staff.
 - 24.1. For Invitations for Bids the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners upon bid opening for the solicitation.
 - 24.2. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
 - 24.3. Any violations of this ordinance by any member(s) of the responding firm or joint venture may be reported to the COUNTY's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.
25. **Tie Bids:** If two or more bidders are tied, the tie will be broken and the successful vendor selected by criteria in accordance with the Broward County Procurement Code, Section 21.31.c.
26. **Public Bid Disclosure Act:** Pursuant to the Public Bid Disclosure Act, the COUNTY is required to provide notice of each license, permit and fee a Contractor will have to pay the COUNTY before or during construction or the percentage method or unit method of all licenses, permits and fees required by the COUNTY and payable to the COUNTY by virtue of this construction are identified in Section 2204: Public Bid Disclosure Act. Licenses, permits and fees which may be required by the State of Florida, state agencies or other local government entities are not included.
27. **Certification, License and Registration Requirements:** The certification, license and registration requirements for this project are identified in Section 002202.
28. **Office of Economic and Small Business Development (OESBD) Requirements:** as provided for in Section 002201, OESBD will review bidder's submission for compliance to the participation goal established for this Contract or demonstrates that the bidder made a good faith effort to meet the participation goal and submit the required information with its bid. Where

the determination the bidders is non-compliance to participation goals, the Director of Purchasing will determine responsiveness.

29. **Bid Guaranty Requirement:** All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies as specified in Section 7200, General Conditions, Section 5, or by cash, money order, certified check, cashier's check, Bid Guaranty Form, Unconditional Letter of Credit (Form 004313), treasurer's check or bank draft of any national or state bank (United States), in an amount equal to five percent (5%) of the total base bid amount, payable to the Broward County Board of County Commissioners and conditioned upon the successful Bidder executing the Contract and providing the required Performance Bond/Guaranty and Payment Bond/Guaranty and evidence of required insurance (or enrollment into OCIP) within fifteen (15) calendar days after notification of award of the Contract. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID GUARANTY. The guaranty of the successful Bidder shall be forfeited to the Board of County Commissioners as liquidated damages, not as a penalty, for the cost and expense incurred should said Bidder fail to execute the Contract, provide the required Performance Bond/Guaranty, Payment Bond/Guaranty and Certificate(s) of Insurance (or enrollment into OCIP), within fifteen (15) calendar days after notification of the award of the Contract, or failure to comply with any other requirements set forth herein. The time for execution of the Contract and provision of the Performance Bond, Payment Bond and Certificate(s) of Insurance may be extended by COUNTY's Director of Purchasing for good cause shown. Bid Securities of the unsuccessful Bidders will be returned after award of Contract.
30. **Domestic Partnership Act Requirements:** Effective November 15, 2011, the Domestic Partnership Act – Ordinance No. 2011–26 has been amended to require all Contractors contracting with Broward County in an amount over \$100,000 provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance. The Domestic Partnership Certification (Form 004300) should be completed and submitted at the time of bid submittal, but must be provided within five (5) business days after County's request.
31. **State of Florida Division of Corporations Requirements:** It is the vendor's responsibility to comply with all state and local business requirements. All vendors located within Broward County and/or providing a service within the County must have a current Broward County Local Business Tax Receipt. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact Broward County Records, Taxes and Treasury Division and the Florida Department of State, Division of Corporations. The COUNTY will review the vendor's business status based on the information provided in response to this solicitation. If the vendor is an out-of-state or foreign corporation or partnership, the vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible. If successful in obtaining a contract award under this solicitation, the vendor must remain in good standing throughout the contractual period of performance.
32. **Local Business Tax Receipt Requirements:** All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Contractor should provide a copy of its Local Business Tax Receipt within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of

County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive. Local Business Tax Receipts will be required pursuant to Chapter 205.065, Florida Statutes. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

33. **Security Requirements:** Not applicable to this solicitation.
34. **Drug-Free Workplace Certification:** Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals requiring Board Award be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification (Form 004546-1) should be furnished within five (5) business days after request by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Failure to provide this certification will render your firm unqualified and ineligible for award.
35. **Non-Collusion:** By submission of this bid, Bidder certifies that this bid is made independently and free from collusion. Bidder shall disclose, to the best of its knowledge, any Broward County officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Bidder's business who is in a position to influence this procurement. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code. The Bidder should complete and submit the Non-Collusion Certification Form (004546-2) with the bid submittal, but must submit within five (5) business days of COUNTY's request.
36. **Non-Certified Subcontractors and Suppliers:** CONTRACTOR shall within five (5) calendar days of the COUNTY's request, or prior to award of the Contract, whichever occurs first, notify COUNTY and CONSULTANT in writing of the non-certified subcontractors proposed for the Work by submitting the "Vendors List (Non-Certified Subcontractors and Suppliers Information)" (Form 004546-3) properly filled out with each subcontractor's information. Each subcontractor must possess certificates of competency and licenses required by law and as set forth in the Contract. CONTRACTOR shall have a continuing obligation to notify COUNTY and CONSULTANT of any change in subcontractors. This includes all major material suppliers that provide materials in the amount of \$50,000 or more. CONTRACTOR shall provide the COUNTY with the Final List of Non-Certified Subcontractors and Suppliers Form (Closeout Form 007600-4) as part of CONTRACTOR's Final Payment package.
37. **Lobbyist Registration Certification:** A vendor who has retained a lobbyist(s) to lobby in connection with a competitive solicitation shall certify that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances. If, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the vendor, the County may, on the basis, exercise any contractual right to terminate the contract for convenience. The Bidder should complete and submit the Lobbyist Registration Certification Form (004546-4) with the bid submittal, but must submit within five (5) business days of COUNTY's request.
38. **Scrutinized Companies List:** (if applicable) Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a bid, proposal or response to a Broward County solicitation for goods or services in an amount equal to or

greater than \$1 million. Therefore, if applicable, each company submitting a bid, proposal or response to a solicitation must certify to the COUNTY that it is not on either list at the time of submitting a bid, proposal or response. The Bidder should complete and submit the Scrutinized Companies Certification Form (004546-5) with the bid submittal, but must submit within five (5) business days of COUNTY's request.

39. Trench Safety Act: If the Bid Tender Form is marked, the Bidder should complete and submit the Trench Safety Act (Form 004546-6), with the bid submittal, but must submit within five (5) business days of COUNTY's request.

40. Insurance Requirements: The insurance requirements for this project are identified in the Instructions to Bidders Supplement, Section 002203-1 or 002203-2.

40.1. OCIP Certification: Not applicable for this solicitation.

40.2. OCIP Enrollment: Not applicable for this solicitation.

41. E-Verify Program Certification: Not applicable for this solicitation.

SECTION 002200: INSTRUCTIONS TO BIDDERS SUPPLEMENT

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**SECTION 002201: OFFICE OF ECONOMIC AND SMALL BUSINESS
DEVELOPMENT REQUIREMENTS**

1. In accordance with Ordinance No. 2012-33, Broward County Business Opportunity Act of 2012, the County Business Enterprise (CBE) Program is applicable to this contract. All bidders responding to this solicitation should utilize, or attempt to utilize, CBE firms to perform at least the assigned participation goal for this contract. The assigned CBE participation goal for this contract is **20%**.
 - 1.1. Compliance with CBE participation goal requirements is a matter of responsibility; required information should be submitted with bid submittal. If not provided with bid submittal, the bidder must supply information within three business days of the Office of Economic and Small Business Development's (OESBD) request. Bidder may be deemed non-responsible for failure to fully comply within stated timeframes.
 - 1.2. **CBE Program Requirements for Submitting Bids:** a bidder should include in its bid a Letter of Intent (Form 004339-1) for each certified CBE firm the bidder intends to use to achieve the assigned CBE participation goal.
 - 1.3. **CBE Program Requirements for Submitting Good Faith Effort:** If a bidder is unable to attain the CBE participation goal, the bidder should include in its bid submittal, Application for Evaluation of Good Faith Effort (Form 004339-2) and all of the required supporting information.
 - 1.4. The bidder shall only address the base bid for CBE goal participation. No alternate/optional bid item(s) shall be addressed. If the County chooses to exercise the right to award alternate/optional bid item(s), the CBE participation goal for this bid shall apply to the alternate/optional bid item(s) recommended to be awarded. The County shall issue a notice to the apparent successful bidder requiring the bidder to comply with the CBE participation goal for the alternate/optional bid item(s); bidder shall submit all required forms prior to award. Failure to submit the required forms may result in rejection of the bid.
 - 1.5. The Office of Economic and Small Business Development maintains an on-line directory of CBE firms. The on-line directory is available for use by bidders at <https://bcegov3.broward.org/SmallBusiness/SBDirectory.aspx>
 - 1.6. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/Pages/Default.aspx>

**SECTION 002202: CERTIFICATION, LICENSING AND REGISTRATION
REQUIREMENTS**

In order to be considered a responsible and responsive bidder for the scope of work set forth in these bid documents, the bidder shall possess one of the following licenses (including any specified State registration, if applicable) at the time of bid submittal. Proof of licensing should be furnished within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the bid.

**STATE: CERTIFIED GENERAL CONTRACTOR; OR
CERTIFIED UNDERGROUND CONTRACTOR; OR
CERTIFIED PLUMBING CONTRACTOR; OR**

**BROWARD
COUNTY: GENERAL BUILDING CONTRACTOR – CLASS “A”; OR
(Must be registered with the State)**

**MASTER PLUMBER; OR
(Must be registered with the State)**

**GENERAL ENGINEERED CONSTRUCTION BUILDER; OR
PRIMARY PIPELINES (WATER, SEWER, DRAINAGE) – CLASS “A”**

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

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

SECTION 002203-1: INSURANCE REQUIREMENTS (NON-OCIP)

Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Form 004520: Insurance Requirements/Sample Certificate, under the following conditions listed below. **If a limit or policy is not indicated on Insurance Requirements/Sample Certificate by a checkbox, it is not required as a condition of this contract.**

1. Comprehensive Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall ensure that subcontractor names County as an Additional Insured.
2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance.
3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or Equivalent Coverage (such as Property Insurance or Installation Floater) as applicable to the scope of work, is required as a condition precedent to the issuance of the Second Notice to Proceed. Vendor shall provide "All Risk" Completed Value form coverage with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils, except wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract Price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract Price. Such Policy shall reflect Broward County as an additional loss payee.

8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty - Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.
13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
14. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
15. Notice of Cancellation and/or Restriction -The policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
16. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
17. Right to revise or reject. The County reserves the right, but not the obligation, to review and revise the insurance requirements at any time, not limited to deductibles, limits, coverage and endorsements.

SECTION 002203-2: INSURANCE REQUIREMENTS (OCIP)

Not applicable to this solicitation.

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SECTION 002204: PUBLIC BID DISCLOSURE ACT

Pursuant to the Public Bid Disclosure Act, the COUNTY is required to provide notice of each license, permit and fees a Contractor will have to pay the COUNTY before or during construction or the percentage method or unit method of all licenses, permits and fees required by the COUNTY and payable to the COUNTY by virtue of this construction. The COUNTY identifies the following as applicable:

Broward County Water and Wastewater Services will pay for all permits and fees required by Broward County.

Licenses, permits and fees which may be required by the State of Florida, state agencies or other local government entities are not included.

SECTION 002205: WAGE REQUIREMENTS

Broward County Ordinance No. 83-72 providing for payment of prevailing wage rates and fringe benefits is applicable to this Project and must be complied with if this bid is Two Hundred Fifty Thousand Dollars (\$250,000.00) or more. Refer to Section 002205-1 for wage rate tables.

SECTION 002205-1: WAGE RATE TABLES

General Decision Number: FL130150 09/27/2013 FL150

Superseded General Decision Number: FL20120150

State: Florida

Construction Type: Heavy

County: Broward County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	01/04/2013
1	04/05/2013
2	08/30/2013
3	09/06/2013
4	09/27/2013

ELEC0728-006 09/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 27.96	10.56

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
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-C05 04/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.59	5.93

 LABO1652-004 05/01/2011

	Rates	Fringes
LABORER: Grade Checker.....	\$ 14.50	4.67

 PAIN0365-C07 09/01/2011

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 19.50	7.93

 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
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.

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the

rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

END OF GENERAL DECISION

General Decision Number: FL130150 09/06/2013 FL150

Superseded General Decision Number: FL20120150

State: Florida

Construction Type: Heavy

County: Broward County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	01/04/2013
1	04/05/2013
2	08/30/2013
3	09/06/2013

* ELEC0728-006 09/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 27.96	10.56

ENGI0487-014 07/01/2013

OPERATOR: Crane
All Tower Cranes Mobile,
Rail, Climbers, Static-

Rates Fringes

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
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 10/01/2011	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.94	5.93

LABO1652-004 05/01/2011	Rates	Fringes
LABORER: Grade Checker.....	\$ 14.50	4.67

PAIN0365-007 09/01/2011	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 19.50	7.93

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
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.

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007

5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

SECTION 003100: AVAILABLE PROJECT INFORMATION (if applicable)

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FORM 004113-1: BID TENDER

Print Name of Bidder: Ric-Man Construction Florida, Inc.

Date Submitted: 1/22/2014

The Board of County Commissioners
Broward County Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that it has satisfied itself about the Work to be performed; and that it has submitted the required Bid Guaranty; and all other required information with the bid; and that this bid is submitted voluntarily and willingly.

The Bidder agrees, if this bid is accepted, to contract with Broward County, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project entitled:

The Bidder also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security permitted by COUNTY Procurement Code, each for not less than the total bid price plus alternates, if any, and to furnish the required Certificate(s) of Insurance/enrollment into OCIP.

The undersigned further agrees that the bid guaranty accompanying the bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond and Payment Bond or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by COUNTY. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm has the bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details:

No, Not Applicable

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of the bid solicitation:

Addenda No. 1 & 2

Attached is [check section that applies] a Bid Bond(X), ~~Cash()~~, ~~Money Order()~~, ~~Unconditional Letter of Credit()~~, ~~Treasurer's Check()~~, ~~Bank Draft()~~, ~~Cashier's Check()~~ or ~~Certified Check ()~~, ~~No. _____~~ Bank of Western Surety Company for the sum of

Five Percent Dollars (\$ (5%)).

The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

Name of Bidder: Ric-Man Construction Florida, Inc.

City/State/Zip: 3100 SW 15th Street
Deerfield Beach, FL 33442

Telephone/Fax No.: (954)426-1221 / (954)426-1226

Email Address: Frozon@ric-man.com

Federal I.D. No.: 20-1309732 Dun and Bradstreet No.: 963434373
(if applicable)

If a partnership, names and addresses of partners:

Not Applicable

(Sign below if not incorporated)

WITNESSES:

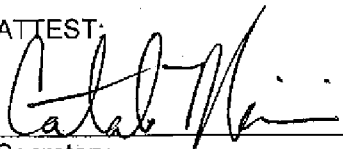
(Type or Print Name of Bidder)

(Signature)

(Type or Print Name Signed Above)


(Sign below if incorporated)

ATTEST:



Secretary
Catalina Mancini

Ric-Man Construction Florida, Inc.
(Type or Print Name of Corporation)



President
(Signature and Title)

(CORPORATE SEAL)

Daniel Mancini
(Type or Print Name Signed Above)

Incorporated under the laws of the State of Florida

FORM 004113-2: SCHEDULE OF PRICES BID

In accordance with the General Conditions, Special Instructions to Bidders, Technical Specifications and Requirements, the undersigned bidder offers pricing and services as per the Electronic Bid Pricing Sheet(s):

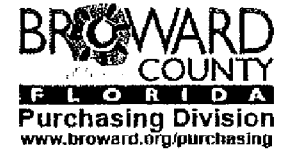
Instructions for completing the Electronic Bid Pricing Sheet(s):

1. Download the Electronic Bid Pricing Sheet(s), in Microsoft Excel format, from the Purchasing Division website at <http://www.broward.org/Purchasing/Pages/CurrentSolicitationList.aspx>. Respond to this bid by inputting the company's information and unit pricing into the formatted Excel spreadsheet. **Only the highlighted cells will be available for entering information.**
2. Once the Electronic Bid Pricing Sheet(s) are completed, bidder should save the Excel file to a CD or DVD in a **read-only** format. **Do not password protect the file and do not save it as a .PDF.** Label the front of the disk with the bidder's name and bid number.
3. Print the completed Electronic Bid Pricing Sheet(s); sign and date where indicated.
4. Bidder must submit, in one envelope, the printed, signed Electronic Bid Pricing Sheet(s) with the bidder's complete, original bid submission as per the General Conditions and Special Instructions to Bidders and should include the CD/DVD (with the saved Excel file).
5. If bidder is unable to electronically fill out and submit Electronic Bid Pricing Sheet(s) with its bid submittal, bidder must submit a hardcopy of the Electronic Bid Pricing Sheet(s) with handwritten unit prices and extensions.
6. If the hardcopy of the Electronic Bid Pricing Sheet(s) does not match the Electronic Bid Pricing Sheet(s) submitted on the CD/DVD, the hardcopy prices shall prevail for any discrepancies in pricing. If hand-written bid Sheet(s) and electronic bid Sheet(s) are submitted, handwritten unit prices will prevail for any discrepancies in pricing.
7. It is the Bidder's responsibility to monitor the Purchasing Division's website for any issued addenda. Addenda may include revised Electronic Bid Pricing Sheet(s) that will need to be downloaded, properly filled out, and submitted by the Bidder.
8. The CD/DVD submitted with the bid will become County property; as such, it is submitted at no cost to the County.

If the Bidder believes there is an error in the Electronic Bid Pricing Sheet(s), Bidder must immediately notify the Purchasing Agent prior to the bid opening.

Print Name of Bidder: Ric-Man Construction Florida, Inc.

Revised Electronic Bid Pricing Sheet(s) per Addendum 2

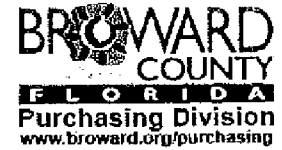


Bid No.: Y1200707C1
 UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Note: Complete ALL of the highlighted cells; unit prices entered will automatically calculate the total prices and total bid price. Refer to the Special Instructions to Bidders, Bid Sheet for further instructions. Unit prices provided are to be no more than two (2) decimal places.

Name of Bidder:		Ric-Man Construction Florida, Inc.				
Address of Bidder:		3100 SW 15th Street				
Address of Bidder:		Deerfield Beach, FL 33442				
Item No.	Commodity Code(s) 91356 Description	Section 01025 REF.	Estimated Quantity	Unit of Measure	Unit Price	Total Price
EX	Widgets		14	EA	\$1.00	\$ 14.00
GENERAL						
1	Bonds and Insurance (Limited to 3% of Total Bid)	1.02	1	LS	\$233,410.09	\$ 233,410.09
2	Mobilization (Limited to 3.0% of Total Bid)	1.03	1	LS	\$283,163.50	\$ 283,163.50
3	Maintenance of Traffic	1.04	1	LS	\$240,163.00	\$ 240,163.00
4	Furnish and Install Temporary Emergency Access Way	1.05	15,185	LF	\$1.16	\$ 17,614.60
5	Additional Compensation for Excavation in Hard Rock	1.06	1,000	LF	\$31.74	\$ 31,740.00
General Subtotal						\$ 806,091.19
DEMOLITION						
6	Remove and Dispose of Existing Concrete	1.07	925	SY	\$9.54	\$ 8,824.50
7	Remove and Dispose of Existing Asphalt Pavement	1.07	69,000	SY	\$2.50	\$ 172,500.00
8	Remove and Existing Limerock Base Material	1.08	65,940	SY	\$2.15	\$ 141,771.00
9	Remove and Relocate/Replace Existing Fencing	1.09	180	LF	\$9.73	\$ 1,751.40
10	Remove and Relocate Existing Mailboxes	1.10	25	EA	\$94.68	\$ 2,367.00
11	Remove and Relocate Existing Signs	1.11	80	EA	\$47.34	\$ 3,787.20
12	Relocation of Existing Minor Trees	1.12	120	EA	\$135.26	\$ 16,231.20
13	Relocation of Existing Major Trees	1.12	50	EA	\$286.00	\$ 14,300.00
14	Remove and Dispose of Existing Sanitary Sewer Pipe	1.13	550	LF	\$20.10	\$ 11,055.00
15	Remove and Dispose of Existing Sanitary Sewer MAS	1.14	3	EA	\$1,419.50	\$ 4,258.50
16	Grout and Abandon Existing Sanitary Sewer Pipe	1.15	2,500	LF	\$4.95	\$ 12,375.00
17	Grout and Abandon Existing Sanitary Sewer MAS	1.16	7	EA	\$2,200.00	\$ 15,400.00
18	Remove and Dispose of Speed Hump	1.17	5	EA	\$809.35	\$ 4,046.75
DEMOLITION Subtotal						\$ 408,667.55

Revised Electronic Bid Pricing Sheet(s) per Addendum 2



Bid No.: Y1200707C1

UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements

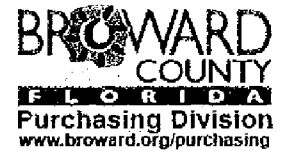
Using Agency: Water and Wastewater Services

Purchasing Agent: Ilyse S. Valdivia

Note: Complete ALL of the highlighted cells; unit prices entered will automatically calculate the total prices and total bid price. Refer to the Special Instructions to Bidders, Bid Sheet for further instructions. Unit prices provided are to be no more than two (2) decimal places.

Name of Bidder:		Ric-Man Construction Florida, Inc.				
Address of Bidder:		3100 SW 15th Street				
Address of Bidder:		Deerfield Beach, FL 33442				
Item No.	Commodity Code(s) 91356 Description	Section 01025 REF.	Estimated Quantity	Unit of Measure	Unit Price	Total Price
SEWER						
19	Furnish and Install 8" PVC Sanitary Sewer Pipe (0' to 6' depth)	1.18	4,500	LF	\$67.24	\$ 302,580.00
20	Furnish and Install 8" PVC Sanitary Sewer Pipe (6' to 8' depth)	1.18	5,070	LF	\$70.25	\$ 356,167.50
21	Furnish and Install 8" PVC Sanitary Sewer Pipe (8' to 10' depth)	1.18	2,500	LF	\$73.86	\$ 184,650.00
22	Furnish and Install 8" PVC Sanitary Sewer Pipe (10' to 12' depth)	1.18	735	LF	\$83.77	\$ 61,570.95
23	Furnish and Install 8" C900 Sanitary Sewer Pipe (10' to 12' depth)	1.18	580	LF	\$94.35	\$ 54,723.00
24	Furnish and Install 8" C900 Sanitary Sewer Pipe (12' to 14' depth)	1.18	1,250	LF	\$103.80	\$ 129,750.00
25	Furnish and Install 8" C900 Sanitary Sewer Pipe (14' to 18' depth)	1.18	550	LF	\$133.93	\$ 73,661.50
26	Furnish and Install Sanitary Sewer MAS (0' to 4' depth)	1.19	5	EA	\$3,770.25	\$ 18,851.25
27	Furnish and Install Sanitary Sewer MAS (4' to 6' depth)	1.19	13	EA	\$2,825.86	\$ 36,736.18
28	Furnish and Install Sanitary Sewer MAS (6' to 8' depth)	1.19	14	EA	\$3,163.35	\$ 44,286.90
29	Furnish and Install Sanitary Sewer MAS (8' to 10' depth)	1.19	3	EA	\$4,798.81	\$ 14,396.43
30	Furnish and Install Sanitary Sewer MAS (10' to 12' depth)	1.19	1	EA	\$5,452.45	\$ 5,452.45
31	Furnish and Install Drop Sanitary Sewer MAS (10' to 12' depth)	1.20	3	EA	\$6,355.83	\$ 19,067.49
32	Furnish and Install Sanitary Sewer MAS (12' to 14' depth)	1.19	4	EA	\$8,330.26	\$ 33,321.04
33	Furnish and Install Drop Sanitary Sewer MAS (12' to 14' depth)	1.20	5	EA	\$9,307.37	\$ 46,536.85
34	Furnish and Install Sanitary Sewer MAS (14' to 16' depth)	1.19	2	EA	\$9,435.32	\$ 18,870.64
35	Furnish and Install Double Sanitary Sewer Laterals	1.21	40	EA	\$1,163.37	\$ 46,534.80
36	Furnish and Install Single Sanitary Sewer Laterals	1.21	197	EA	\$951.58	\$ 187,461.26
37	Furnish and Install Double Sanitary Sewer Laterals on Existing Sanitary Sewer Main	1.22	7	EA	\$1,511.76	\$ 10,582.32
38	Furnish and Install Single Sanitary Sewer Laterals on Existing Sanitary Sewer Main	1.22	5	EA	\$1,040.94	\$ 5,204.70
39	Furnish, Install and Connect Sanitary Sewer Lateral on Private Property	1.23	60	EA	\$1,288.13	\$ 77,287.80
40	Core Existing Sanitary Sewer MAS	1.24	6	EA	\$847.77	\$ 5,086.62
41	Furnish and Install External Drop MAS Connection	1.25	1	EA	\$4,537.56	\$ 4,537.56
42	Provide Cleaning and Video Inspection of Sanitary Sewer	1.26	18,768	LF	\$1.36	\$ 25,524.48
SEWER Subtotal						\$ 1,762,841.72

Revised Electronic Bid Pricing Sheet(s) per Addendum 2



Bid No.: Y1200707C1

UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements

Using Agency: Water and Wastewater Services

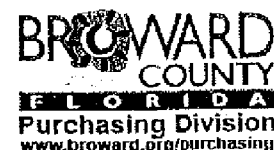
Purchasing Agent: Ilyse S. Valdivia

Note: Complete ALL of the highlighted cells; unit prices entered will automatically calculate the total prices and total bid price. Refer to the Special Instructions to Bidders, Bid Sheet for further instructions. Unit prices provided are to be no more than two (2) decimal places.

Name of Bidder: Ric-Man Construction Florida, Inc.
 Address of Bidder: 3100 SW 15th Street
 Address of Bidder: Deerfield Beach, FL 33442

Item No.	Commodity Code(s) 91356 Description	Section 01025 REF.	Estimated Quantity	Unit of Measure	Unit Price	Total Price
WATER						
43	Furnish and Install Manual Blow-off	1.27	14	EA	\$931.90	\$ 13,046.60
44	Furnish and Install 6" DIP Water Main Pipe	1.28	4,750	LF	\$33.75	\$ 160,312.50
45	Furnish and Install 8" DIP Water Main Pipe	1.28	26,350	LF	\$39.09	\$ 1,030,021.50
46	Furnish and Install 12" DIP Water Main Pipe	1.28	7,550	LF	\$57.18	\$ 431,709.00
47	Furnish and Install Pressure Main Fittings	1.29	27	TONS	\$3,446.58	\$ 93,057.12
48	Furnish and Install Fire Hydrant Assembly	1.30	108	EA	\$3,442.39	\$ 371,778.12
49	Remove and Salvage Existing Fire Hydrant Assembly	1.31	32	EA	\$523.08	\$ 16,738.56
50	Furnish and Install Tapping Sleeve and Valve	1.32	21	EA	\$3,201.31	\$ 67,227.51
51	Cut and Connect to Existing Water Main	1.33	14	EA	\$496.36	\$ 6,949.04
52	Furnish and Install Insertion Valves	1.34	3	EA	\$5,842.38	\$ 17,527.14
53	Furnish and Install 6" Gate Valves	1.35	145	EA	\$739.97	\$ 107,295.65
54	Furnish and Install 8" Gate Valves	1.35	89	EA	\$1,043.19	\$ 92,843.91
55	Furnish and Install 12" Butterfly Valves	1.35	30	EA	\$1,580.81	\$ 47,424.30
56	Abandon Existing Water Mains (smaller than 4")	1.36	90	LF	\$1.26	\$ 113.40
57	Abandon and Grout Existing 4" Water Main (includes cut and cap ex)	1.36	4,650	LF	\$3.45	\$ 16,042.50
58	Abandon and Grout Existing 6" Water Main (includes cut and cap ex)	1.36	15,500	LF	\$4.19	\$ 64,945.00
59	Abandon and Grout Existing 8" Water Main (includes cut and cap ex)	1.36	11,000	LF	\$5.09	\$ 55,990.00
60	Furnish and Install 1" Single Water Service in Casing, Meter Box and Relocate Meter	1.37	110	EA	\$1,021.42	\$ 112,356.20
61	Furnish and Install 1" Double Water Service in Casing, Meter Box and Relocate Meter	1.37	135	EA	\$1,369.84	\$ 184,928.40
62	Furnish and Install 1" Single Water Service, Meter Box and Relocate Meter	1.37	76	EA	\$1,100.16	\$ 83,612.16
63	Furnish and Install 1" Double Water Service, Meter Box and Relocate Meter	1.37	110	EA	\$1,284.01	\$ 141,241.10
64	Furnish and Install 2" Single Water Service in Casing, Meter Box and Relocate Meter	1.37	9	EA	\$2,145.71	\$ 19,311.39
65	Furnish and Install 2" Double Water Service in Casing, Meter Box and Relocate Meter	1.37	10	EA	\$2,164.70	\$ 21,647.00
66	Furnish and Install 2" Single Water Service, Meter Box and Relocate Meter	1.37	3	EA	\$1,832.20	\$ 5,496.60
67	Furnish and Install 2" Double Water Service, Meter Box and Relocate Meter	1.37	1	EA	\$1,798.90	\$ 1,798.90
68	Furnish and Install 4" Double Water Service, Meter Box and Relocate Meter	1.37	1	EA	\$4,193.20	\$ 4,193.20
69	Furnish and Install New Single Meter Box (without new water service installation)	1.38	3	EA	\$499.94	\$ 1,499.82
70	Furnish and Install New Double Meter Box (without new water service installation)	1.38	18	EA	\$718.58	\$ 12,934.44
71	Furnish and Install Sample Points	1.39	60	EA	\$1,005.32	\$ 60,319.20
WATER Subtotal						\$ 3,242,360.26

Revised Electronic Bid Pricing Sheet(s) per Addendum 2



Bid No.: Y1200707C1

UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements

Using Agency: Water and Wastewater Services

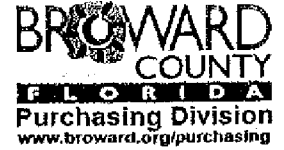
Purchasing Agent: Ilyse S. Valdivia

Note: Complete ALL of the highlighted cells; unit prices entered will automatically calculate the total prices and total bid price. Refer to the Special Instructions to Bidders, Bid Sheet for further instructions. Unit prices provided are to be no more than two (2) decimal places.

Name of Bidder: Ric-Man Construction Florida, Inc.
 Address of Bidder: 3100 SW 15th Street
 Address of Bidder: Deerfield Beach, FL 33442

Item No.	Commodity Code(s) 91356 Description	Section 01025 REF.	Estimated Quantity	Unit of Measure	Unit Price	Total Price
RESTORATION						
72	Stabilization of Subgrade	1.40	75,000	SY	\$2.26	\$ 169,500.00
73	Furnish and Compact Lime Rock Base Material	1.41	68,000	SY	\$13.77	\$ 936,360.00
74	Furnish and Place Asphalt Concrete Pavement Patch	1.42	44,000	SY	\$6.66	\$ 293,040.00
75	Furnish and Place 1 1/4" Asphalt Concrete Pavement - Type S-I 1st lift	1.43	54,350	SY	\$7.48	\$ 406,538.00
76	Furnish and Place 3/4" Asphalt Concrete Pavement - Type S-III 2nd lift	1.43	54,350	SY	\$4.68	\$ 254,358.00
76A	Furnish and Install Super Pave (SP 12.5)	1.43	480	CY	\$53.82	\$ 25,833.60
76B	Furnish and Install 1" Friction Course (FC 9.5)	1.43	1,220	SY	\$18.65	\$ 22,753.00
76C	Mill and Resurface Asphalt Pavement (Griffin Road)	1.43	1,220	SY	\$21.18	\$ 25,839.60
77	Asphalt Driveway Apron Restoration	1.44	13,640	SY	\$24.53	\$ 334,589.20
78	Concrete Driveway Apron Restoration	1.45	5,600	SY	\$48.95	\$ 274,120.00
79	Specialty Driveway Apron Restoration	1.46	1,005	SY	\$55.02	\$ 55,295.10
80	Asphalt Sidewalk Restoration	1.47	450	SY	\$43.02	\$ 19,359.00
81	Concrete Sidewalk Restoration	1.48	1,000	SY	\$55.09	\$ 55,090.00
82	Miscellaneous Concrete Restoration	1.45	575	SY	\$60.40	\$ 34,730.00
83	Furnish and Install ADA Ramps	1.49	25	EA	\$688.68	\$ 17,217.00
84	Clear and Grade Swales	1.50	87,000	SY	\$1.28	\$ 111,360.00
85	Furnish and Install Sod	1.51	87,000	SY	\$3.58	\$ 311,460.00
86	Furnish and Place 6" Thermoplastic (solid line)	1.52	25,540	LF	\$1.92	\$ 49,036.80
87	Furnish and Place 6'-10' Skip Thermoplastic	1.52	1,000	LF	\$1.79	\$ 1,790.00
88	Furnish and Place 10'-30' Skip Thermoplastic	1.52	3,100	LF	\$2.02	\$ 6,262.00
89	Furnish and Place 12" Thermoplastic (crosswalks)	1.52	1,200	LF	\$3.97	\$ 4,764.00
90	Furnish and Place 18" Thermoplastic	1.52	650	LF	\$4.80	\$ 3,120.00
91	Furnish and Place 24" Thermoplastic (stop bars)	1.52	1,000	LF	\$6.72	\$ 6,720.00
92	Furnish and Place Pavement Symbols	1.53	35	EA	\$264.00	\$ 9,240.00
93	Furnish and Place Reflective Pavement Markers	1.54	1,230	EA	\$5.28	\$ 6,494.40
94	Furnish and Install Traffic Signs	1.55	20	EA	\$313.50	\$ 6,270.00
95	Replace Traffic Loops	1.56	9	EA	\$2,750.00	\$ 24,750.00
96	Existing Irrigation System Restoration	1.57	730	LOT	\$137.50	\$ 100,375.00
97	Repair existing drainage	1.58	15	LS	\$3,653.56	\$ 54,803.40
98	Furnish and Install Major Tree (Live Oak Tree or Sabal Palm Tree)	1.59	150	EA	\$569.13	\$ 85,369.50
99	Furnish and Install Speed Humps	1.60	5	EA	\$2,420.00	\$ 12,100.00
100	Furnish and Install Type F Curb	1.61	600	LF	\$25.75	\$ 15,450.00
101	Furnish and Install Type D Curb	1.61	275	LF	\$26.59	\$ 7,312.25
102	Furnish and Install Drop Curb	1.61	350	LF	\$32.35	\$ 11,322.50
RESTORATION Subtotal						\$ 3,752,622.35

Revised Electronic Bid Pricing Sheet(s) per Addendum 2



Bid No.: Y1200707C1
 UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements
 Using Agency: Water and Wastewater Services
 Purchasing Agent: Ilyse S. Valdivia

Note: Complete ALL of the highlighted cells; unit prices entered will automatically calculate the total prices and total bid price. Refer to the Special Instructions to Bidders, Bid Sheet for further instructions. Unit prices provided are to be no more than two (2) decimal places.

Name of Bidder: Ric-Man Construction Florida, Inc.
 Address of Bidder: 3100 SW 15th Street
 Address of Bidder: Deerfield Beach, FL 33442

Item No.	Commodity Code(s) 91356 Description	Section 01025 REF.	Estimated Quantity	Unit of Measure	Unit Price	Total Price
MISCELLANEOUS						
103	Unforeseen Utility Locates or Break Repair	1.63	50	HR	\$991.75	\$ 49,587.50
104	Permit fees - Broward County HCED	1.64	1	ALLOWANCE		\$ 32,460.50
105	Permit fees - City of Dania Beach Building Department	1.64	1	ALLOWANCE		\$ 316,251.76
106	Permit fees - NPDES - Notice of Intent	1.64	1	ALLOWANCE		\$ 1,200.00
106A	Performance and Maintenance Required Security (Work within Broward County R.O.W.)	1.64A	1	ALLOWANCE		\$60,000.00
MISCELLANEOUS Subtotal						\$ 459,499.76
TOTAL BASE BID PRICE (Items 1 thru 106A, inclusive)						\$ 10,432,082.83

BID ADD ALTERNATE						
107	Furnish and Install Pipe Bursting (SW 56th Street - UAZ 316)	1.62	550	LF	\$220.00	\$ 121,000.00
TOTAL COST BID ADD ALTERNATE						\$ 121,000.00

TOTAL BID PRICE (Items 1 thru 107, inclusive) \$ 10,553,082.83

Abbreviations: SY= Square Yard EA = Each LF = Linear Foot TN = Ton CF = Cubic Foot HR = Hour LS = Lump Sum

Trench Safety Act applies to this bid solicitation. The Bidder should complete and submit the Trench Safety Act Certification (Form 004546-2) with the bid but must complete and submit within five (5) calendar days of request by COUNTY and prior to award to be considered responsive.

**The Performance and Payment Guaranty, Insurance, and Mobilization (Pay Items 1 and 2) are not to exceed 3% of the total amount. The 3% ceiling for Pay Items 1 and 2 is not a reflection of responsiveness; it is only the instruction on the maximum amount the COUNTY will pay for these items. Any amount in excess of 3% for Pay Items 1 and 2 will be moved into Pay Item 3; however, the total bid amount will not change. Overage placed in Pay Item _3_ will be paid in accordance with the Table located in Technical Specifications, Section 01025. Include allowable percentage with your monthly pay request.

Insurance Certificate must be project specific. Documentation of actual cost for bonding and insurance for this project from your carrier must be supplied with first request for payment for reimbursement by COUNTY.

BASIS OF AWARD: IT IS THE INTENT OF THE COUNTY TO AWARD BY TOTAL BASE BID PRICE OR TOTAL BASE BID PRICE PLUS ALTERNATE, WHICHEVER METHOD IS DEEMED IN THE COUNTY'S BEST INTEREST. UNBALANCED PRICES MAY BE GROUNDS TO DEEM BIDDER NON-RESPONSIVE.

DATE PREPARED:

1/22/2014

PREPARED BY (NAME OF PREPARER):

Fausto Rozon

NAME OF COMPANY:

Ric-Man Construction Florida, Inc.

AUTHORIZED SIGNATURE:

By signing this bid pricing sheet, your firm is agreeing to the terms and conditions of this bid.

FORM 004300: DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM SHOULD BE SUBMITTED WITH THE BID BUT MUST BE COMPLETED AND SUBMITTED WITHIN FIVE BUSINESS DAYS OF COUNTY'S REQUEST

The Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, (Section 16-1/2 -157 of the Broward County Code of Ordinances, as amended); and certifies the following: **(Please check only one below).**

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(Please check only one below).**
 - The vendor's price bid for the initial contract term is \$100,000 or less.
 - The Vendor employs less than five (5) employees.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - The Vendor does not provide benefits to employees' spouses.
 - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent.)
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)

FORM 004300: DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, Daniel Mancini, President of
(Name) (Title)

Ric-Man Construction Florida, Inc. hereby attest that I have the authority to sign
(Vendor)

this notarized certification and certify that the above-referenced information is true, complete and correct.



Signature
Daniel Mancini
Print Name

SWORN TO AND SUBSCRIBED BEFORE ME this 22nd day of January, 2014

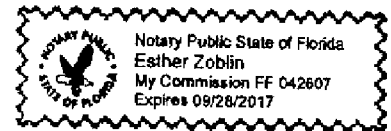
STATE OF FLORIDA COUNTY OF BROWARD

 Esther Zoblin

Notary Public (Print, type or stamp commissioned name of Notary Public)

My commission expires: 9/28/2017

(SEAL)



Personally Known X or Produced Identification _____

Type of Identification Produced: _____

FORM 004313: UNCONDITIONAL LETTER OF CREDIT

Date of Issue _____

Issuing Bank's No. _____

Beneficiary:

Broward County through its
Board of County Commissioners
County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

Applicant:

Amount: _____
in United States Funds

Expiry: _____

(Date): _____

Bid/Contract Number: _____

We hereby authorize you to draw on _____
(Bank, Issuer name)

at _____ by order of and for the account
(Branch address)

of _____
(Contractor, Applicant, Customer)

up to an aggregate amount, in United States Funds, of _____ available
by your drafts at sight, accompanied by:

A signed statement from the County Administrator of Broward County, or the Administrator's
authorized representative, that the drawing is due to default in performance of obligations on the
part of _____
(Contractor, Applicant, Customer) agreed upon by and between Broward County and
_____ (Contractor, Applicant, Customer) pursuant
to the Bid/Contract No. _____ for _____
(Name of Project)

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

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

FORM 004313: UNCONDITIONAL LETTER OF CREDIT (continued)

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

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

The execution of the Contract and the submission of the required Performance and Payment Guaranty and Insurance Certificate by the _____
(Contractor, Applicant, Customer)
shall be a release of all obligations.

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

NOT APPLICABLE

Authorized Signature

FORM 004339-1: LETTER OF INTENT



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: Y1200707C1	Project Title: UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements
------------------------------------	---

Bidder/Offeror Name: Ric-Man Construction Florida, Inc.
 Address: 3100 SW 15th Street City: Deerfield Beach State: FL Zip: 33442
 Authorized Representative: Daniel Mancini Phone: (954)426-1221

CBE Subcontractor/Supplier Name: B&M Lawn Service & Landscaping
 Address: 2060 SW 60th Ave City: Plantation State: FL Zip: 33317
 Authorized Representative: Berlin Ellerson Phone: (954)797-3930

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting 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*	CBE Contract Amount ¹	CBE Percentage of Total Project Value
Furnish and Install Sod	561730	266,220	2.523%
Furnish and Install Major Tree	561730		

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

CBE Subcontractor/Supplier Authorized Representative
 Berlin Ellerson (Signature) President (Title) 1/20/2014 (Date)

Bidder/Offeror Authorized Representative
 [Signature] (Signature) President (Title) 1/22/2014 (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.
¹ To be provided only when the solicitation requires that bidder/offer 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.

CBE Letter of Intent July 2012



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

(Form to be completed and signed for each CBE firm)

Solicitation Number: Y1200707C1	Project Title: UAZ 314, UAZ 316, & UAZ 318 WATER & SEWER IMPROVEMENTS
------------------------------------	--

Bidder/Offeror Name: Ric-Man Construction Florida, Inc.

Address: 3100 SW 15th Street City: Deerfield Beach State: FL Zip: 33442

Authorized Representative: Daniel Mancini Phone: (954)426-1221

CBE Subcontractor/Supplier Name: COMPASS POINT SURVEYORS


Address: 2101 NW 33RD ST SUITE 100 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 subcontracting 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*	CBE Contract Amount†	CBE Percentage of Total Project Value
Survey Layout & As-builts	541370	\$199,635.00	18.92%

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

CBE Subcontractor/Supplier Authorized Representative

 (Signature) PM/Principal (Title) 1/21/2014 (Date)

Bidder/Offeror Authorized Representative

 (Signature) President (Title) 1/22/2014 (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.
 † To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

FORM 004339-1: LETTER OF INTENT



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: Y1200707C1	Project Title: UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements
------------------------------------	---

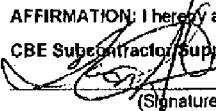
Bidder/Offeror Name: Ric-Man Construction Florida, Inc.
 Address: 3100 SW 15th Street City: Deerfield Beach State: FL Zip: 33442
 Authorized Representative: Daniel Mancini Phone: (954)426-1221

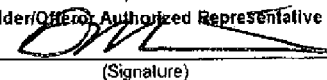
CBE Subcontractor/Supplier Name: BON's Baricades
 Address: 1913 NW 40th Ct. City: Pompano Beach State: FL Zip: 33064
 Authorized Representative: Eliseo Lara Phone: (954)968-1261

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting 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*	CBE Contract Amount ¹	CBE Percentage of Total Project Value
Furnish and Install MOT	561990	1,339,115.00	1.264%

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

CBE Subcontractor/Supplier Authorized Representative
 PRES. 1/21/2014
 (Signature) (Title) (Date)

Bidder/Offeror Authorized Representative
 President 1/22/2014
 (Signature) (Title) (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.
¹ To be provided only when the solicitation requires that bidder/offer 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.

CBE Letter of Intent July 2012

FORM 004339-1: LETTER OF INTENT



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: Y1200707C1	Project Title: UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements
------------------------------------	---

Bidder/Offeror Name: Ric-Man Construction Florida, Inc.
 Address: 3100 SW 15th Street City: Deerfield Beach State: FL Zip: 33442
 Authorized Representative: Daniel Mancini Phone: (954)426-1221

CBE Subcontractor/Supplier Name: E&N Construction, Inc.
 Address: 2200 NW 16th Street City: Pompano Beach State: FL Zip: 33069
 Authorized Representative: Estrella Maligsa Phone: (754)777-8078

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting 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*	CBE Contract Amount ¹	CBE Percentage of Total Project Value
Remove & Dispose Existing Asphalt Paving	324121		
F&I Compact Asphalt Patch			
F&I 1.25" & .75" Pavement, Asphalt Driveways		1,521,703 ¹⁰	14.421%

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

CBE Subcontractor/Supplier Authorized Representative [Signature] President 1/21/2014
 (Signature) (Title) (Date)

Bidder/Offeror Authorized Representative [Signature] President 1/22/2014
 (Signature) (Title) (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.
¹ To be provided only when the solicitation requires that bidder/offer 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.

FORM 04339-2: APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT



APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO
BUSINESS OPPORTUNITY ACT OF 2012, Sec. 1-81.5(e)

RLI / BID NO.: _____ PROJECT NAME: _____

PRIME CONTRACTOR _____

ADDRESS _____ TELEPHONE _____

The undersigned representative of the prime contractor represents that his/her firm has contacted County Business Enterprise (CBE) certified firms in a good faith effort to meet the CBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of the Business Opportunity Act of 2012 (the Act), the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under Section 1-81.5(e) of the Act.

The prime contractor understands that a determination of good faith effort to meet the CBE contract participation goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Section 1-81.5(e) of the CBE Act, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development and is not subject to appeal.

SIGNATURE: _____

PRINT NAME / TITLE: _____

DATE: _____

FORM 004513: BIDDER QUALIFICATIONS QUESTIONNAIRE

INFORMATION CONTAINED IN THIS DOCUMENT WILL BE USED BY THE COUNTY IN DETERMINING THE RESPONSIBILITY OF A RESPONDENT. THERE MUST BE A RESPONSE TO ALL QUESTIONS IN THIS DOCUMENT.

INFORMATION MUST EITHER BE PROVIDED OR AN INDICATION OF "NONE" (IF APPROPRIATE). DO NOT USE "N/A" AS A RESPONSE TO ANY QUESTION.

THIS COMPLETED FORM, INCLUDING A RESPONSE TO ALL QUESTIONS, SHOULD BE SUBMITTED WITH THE SOLICITATION; HOWEVER, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF THE COUNTY'S REQUEST. FAILURE TO PROVIDE THE COMPLETED FORM MAY RESULT IN THE SOLICITATION BEING DEEMED NON-RESPONSIVE.

The undersigned authorized representative of the Bidder certifies the truth and accuracy of all statements and the answers contained herein.

- 1. How many years has your organization been in business while possessing one of the licenses, certifications or registrations requested?

License/Certification Registration	# Years
<u>CGC1514965</u>	<u>46</u>
_____	_____
_____	_____

1.1. What business are you in? Heavy Civil Municipal General Contractor

- 2. What is the last project of this nature that you have completed?

Bid Package No. 12, Bid Package No. 13

- 3. Have you ever failed to complete any work awarded to you? If so, where and why?

Never

- 3.1. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

Not Applicable

PRINT NAME OF BIDDER: Ric-Man Construction Florida, Inc.

4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

4.1 Please See All References on the Following Page.

(Organization/Company) (Project Name)

(Contact Name) (Address) (Phone No.)

(Contract Number) (Project Value) (Date Services Provided)

Scope of Project:

4.2

(Organization/Company) (Project Name)

(Contact Name) (Address) (Phone No.)

(Contract Number) (Project Value) (Date Services Provided)

Scope of Project:

4.3

(Organization/Company) (Project Name)

(Contact Name) (Address) (Phone No.)

(Contract Number) (Project Value) (Date Services Provided)

Scope of Project:

PRINT NAME OF BIDDER: Ric-Man Construction Florida, Inc.

REFERENCES

4.0 Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

Reference No.	Contact Information	Project Information
4.1	<p>Hermes Diaz, P.E. HermesDiaz@miamibeachfl.gov Miami Beach – Public Works/ Engineering Division 1700 Convention Center Drive, 4th Floor Miami Beach, FL 33139 Office: (305)673-7080 Fax: (786)394-4571</p>	<p>Contract Name: Sunset Harbor Pump Station No. 1 & 2 Contract Value: \$359,230.68 Date Services Provided: 2012 -2013</p> <p>Scope of Project: This project consists of drilling four (4) new wells, redevelopment of two (2) installation of six (6) structures, four being for new wells and two for additional drainage.</p> <p>Installation of 475 linear feet of high pressure C-905 12" forcemain and 200 linear feet of A2000 Pipe connecting 2 drainage structures. Resurfacing and road restoration.</p>
4.2	<p>Pedro Virgil, GEC Construction Project Supervisor I vigilp@miamidade.gov Direct Line: (305)205-5152 Miami Dade Water and Sewer Department Construction Management Division 3575 S. Le Jeune Road Miami, Florida 33146</p>	<p>Contract Name: Furnish and Install 2-72" Butterfly Valves Contract Value: \$744,539.32 Date Services Provided: 2013</p> <p>Scope of Project: Furnish and install two (2) 72 inch butterfly valves in 72" PCCP outside of the alexander or water treatment plant. RIC-MAN Construction to apply for dewatering permit, ROW permit and FDOT ROW permit.</p>
4.3	<p>Mark Gabriel, P.E. MGabriel@broward.org Broward County Water and Wastewater Services 2555 West Copan Road Pompano Beach, FL 33069 Office: (954)831-0982 Fax: (954)831-0925</p>	<p>Contract Name: UAZ207 – LIGHTHOUSE POINT 12" WATERMAIN AND 16" FORCEMAIN Contract Value: \$1,156,817.00 Date Services Provided: 2012</p> <p>Scope of Project: This project was within a residential neighborhood with a heavy traffic flow. Installation of in 4,500 linear feet of 16" forcemain, two (2) conflict air release structures, while tapping three (3) plug valves into a live deteriorated forcemain. Also, installation of 4,400 linear feet of watermain, including 10" stainless steel custom fabrication bridge crossing watermain.</p> <p>This project was a complete restoration of a neighborhood with all utilities and roadway restoration, sidewalks and driveway connections. All required permits were obtained using RIC-MAN Construction's staff.</p>
4.4	<p>Alessandra Delfico, P.E. Alessandra.Delfico@copbfl.com City of Pompano Beach 1190 N.E. 3rd Avenue Pompano Beach, FL 33060 Office: (954)786-4144 Fax: (954)809-4914</p>	<p>Contract Name: NC 2-1 Drainage Project Contract Value: 1,188,475.00 Date Services Provided: 2012</p> <p>Scope of Project: This Project was within a residential neighborhood with installation of 110 Drainage Structures and 4,500 linear feet of 18" Reinforced Concrete Pipe and 2,000 linear feet of ductile iron watermain.</p>
	<p>Pedro Virgil, GEC Construction Project Supervisor I vigilp@miamidade.gov Direct Line: (305)205-5152 Miami Dade Water and Sewer Department Construction Management Division 3575 S. Le Jeune Road Miami, Florida 33146</p>	<p>Contract Name: Furnish and Install 2-72" Butterfly Valves Contract Value: \$744,539.32 Date Services Provided: 2013</p> <p>Scope of Project: Furnish and install two (2) 72 inch butterfly valves in 72" PCCP outside of the alexander or water treatment plant. RIC-MAN Construction to apply for dewatering permit, ROW permit and FDOT ROW permit.</p>

5. List the following information concerning all contracts in progress as of the date of submission of this Solicitation. (In case of co-venture, list the information for all co-venturers.)

<u>NAME OF PROJECT</u>	<u>OWNER OF PHONE NO.</u>	<u>TOTAL CONTRACT VALUE</u>	<u>DATE OF COMPLETION PER CONTRACT</u>	<u>% OF COMPLETION TO DATE</u>
------------------------	---------------------------	-----------------------------	--	--------------------------------

All Contracts in progress as of the date of submission of this solicitation are attached on the following page.

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Respondent completely inspected the proposed project site and does the Respondent have a complete plan for its performance?

Yes, Ric-Man Construction Florida, Inc. has established a phase plan for the UAZ 314,316 and 318 Project

7. What equipment do you own that is available for the work?

All available equipment is attached to the following page.

8. What equipment will you purchase for the proposed work?

No equipment will be purchased unless necessary

9. What equipment will you rent for the proposed work?

No equipment will be rented unless necessary

PRINT NAME OF BIDDER: Ric-Man Construction Florida, Inc.

Bid No. Y1200707CI

Ric-Man Construction Florida, Inc.
 3100 SW 15th Street Deerfield Beach, FL 33442
 Office: (954)426-1221 Fax: (954)426-1226

Name of Project	Owner of Plant No.	Total Contract Value	Date of Completion Per Contract	% of Completion to Date
Dixie Corridor Septic to Sewer Conversion	City of Hollywood Engineering and Construction Services Division P.O. Box 229045 Hollywood FL 33022 Cléce Aurélius, P. E. Senior Project Manager Department of Public Utilities - ECSD Office: 954-921-3930 Fax: 954-921-3258 Mobile: 954-805-3681 caurelius@hollywoodfl.org	3,962,214.00	February 2015	15%
Boynton Beach Raw Water Main - Section B	City of Boynton Beach 124 E. Woolbright Rd. Boynton Beach, Florida 33435 Christopher Roschke, P.E. Engineering Division Manager Utilities, Engineering Office: 561-742-6413 Fax: 561-742-6298 roschke@bbfl.us	3,112,000.00	July 2014	<1%

Ric-Man Construction Florida, Inc.
 3100 SW 15th Street Deerfield Beach, FL 33442
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Equipment List (Page No. 1)

Eqmt #	Description	Equipment Type	Make	Model	Year
A-110	Air Compressor	Gas Compressor	Rol-Air	2HK28	
A-111	Air Compressor	Gas Compressor	Ingersol Rand	P130DWJD	1992
A-112	Air Compressor	Gas Compressor	Honda	8422HK30	2010
A-113	Air Compressor	Diesel Compressor	Sullair	185DPQ-Cat	2005
B-113	John Deere 310SG	Backhoe	John Deere	310SG	2005
B-303	Hydrostatic Broom	Broom	Lay-Mor	8HC	2006
B-510	Trench Box	Trench Box	Speed Shore	TSO824DW	2006
B-513	Trench Box	Trench Box	Efficiency	HDHT6-624-22	2011
C-207	Concrete Mixer	Concrete Mixer	Multiquip	MC64SH8	2011
C-208	Portable Silo	Portable silo	Mobile Tech	MT-200LP	2011
D-117	CAT D6	Dozer	CAT	D6M	1999
D-118	John Deere 650J	Dozer	John Deere	650J	2006
E-110	CAT 345BL Excavator	Excavator	CAT	345BL	1999
E-112	CAT 315 BL Excavator	Excavator	CAT	315BL	1999
E-113	CAT 325BL Excavator	Excavator	CAT	325BL	2000
E-119	CAT 303.5C CR Excavator	Excavator	CAT	303.5C CR	2006
E-120	CAT 330DL Track Excavator	Excavator	CAT	330DL	2007
E-908	CAT Grapple for CAT 318	Accessory	CAT	Attachment	N/A
G-103	CAT Grader	Grader	CAT	1650-H	
G-538	ISUZU 25000W Generator	Generator	Isuzu	Multiquip	2007
G-540	Champion Generator	Generator	Champion	40023	2009
G-542	Champion Generator	Generator	Champion	375672	2010
G-544	Multiquip Generator	Generator	Multiquip	DCA25SSI02C	2010
G-545	John Deere Generator / Generator Trailer	Generator/Trailer	John Deere/Dual Axle	R75UC	2006
H-502	Jack Hammers	Jack Hammers	Sullair	Sullair	N/A
H-503	Jack Hammers	Jack Hammers	Sullair	Sullair	N/A
H-504	Jack Hammers	Jack Hammers	Sullair	Sullair	N/A
L-118	CAT 950F LOADER	Loader	CAT	950FII	1997
L-121	CAT 950G Loader	Loader	CAT	950G	2001
L-135	CAT 950H Wheel Loader	Loader	CAT	950H	2008
L-152	CAT 289C Skid-Steer Loader	Loader	CAT	289C	2009
L-201	John Deere 544J Loader	Loader	John Deere	544J	2005
L-202	CAT Skid-Steer Loader	Loader	CAT	252B	2007
L-203	John Deere 544J Loader	Loader	John Deere	544J	2007
L-310	Mitsubishi Fork Lift	Fork Lift	Mitsubishi	FGC25	2003
L-315	Mitsubishi Forklift	Fork Lift	Mitsubishi	FG15	
L-316	Scissor Lift	Lift		JLG 26'	
L-319	Clark Forklift	Fork Lift	Clark	CY300	
L-502	Cat PC206 Cold Planer	Cold Planer	CAT	PC206	2007
M-122	Retrieval System	Safety Equip.	Miller	5YH37	2006
M-923	John Deere 6" Hydraulic Pump	Hydraulic Pump	John Deere	4039D	
M-924	Yamaha 4 Wheeler	4 Wheeler w/Bed	Yamaha	YXP1000ASL	2005
M-927	Pressure Washer	Pressure Washer	Honda		2006
M-928	Asphalt Zipper & Trailer	Asphalt Mill	John Deere	BT0011	2006
M-929	Trucline Paint Stripper	Paint Sprayer	Trucline	T2000	2009
M-932	Push Boat	Vessel	Marlin Barge		2011
M-934	Contender Boat (32' 6")	Vessel	Contender	JDJ	2005
M-935	Light Tower (Towable)	Light Towers	Magnum	MLT3060	2011
M-936	Light Tower (Towable)	Light Towers	Magnum	MLT3060	2011
M-937	Light Tower (Towable)	Light Towers	Magnum	MLT3060	2011
M-938	Open Fisherman (42')	Vessel	Invincible		2013
P-102	Compactor	Compactor	Wacker	WP1550A	2006
P-103	Compactor	Compactor	Dynapac	LF90/5.5HP ENG.	2007
P-105	Compactor	Compactor	Wacker	WP1550	
P-301	3" Submersible Electric Pump	Submersible Pump	Mody	M 304 T	2006
P-302	3" Submersible Electric Pump	Submersible Pump	Mody	M 304 T	2006
P-303	3" Submersible Electric Pump	Submersible Pump	Tsurumi		
P-304	3" Submersible Electric Pump	Submersible Pump	Mody	M 304 T	2010
P-305	3" Submersible Electric Pump	Submersible Pump	Mody	M 304 T	2010
P-606	12" Thompson Pump	Wellpoint Pump	Thompson	12R-DJDS-4-4045	2006
P-607	12" Thompson Pump	Wellpoint Pump	Thompson	12R-DJDS-4-4045	2006
P-608	Hydrostatic Test Pump	Pump	PRPRO	UAG105OHU	2007
P-609	6" HYD Power Unit	Submersible Pump	Mersino	F41914/56TC	2006

Equipment List (Page No. 2)

Eqmt #	Description	Equipment Type	Make	Model	Year
P-610	Hydrostatic Test Pump	Pump	Rice Hydro	DPH-3B	2008
P-612	6" Ductile Pump	Pump	Hydra Tech	S6TC	2013
R-110	Hypac C850B 84" Roller	Roller	Hypac	C850B	1999
R-112	Dynapac	Compactor	Dynapac	LH300	2005
R-114	Ingram Roller	Roller	Ingram	12 Ton	1983
R-115	Ingram Roller	Roller	Ingram	roller, 3 wheel	1988
R-116	Dynapac Roller	Roller	Dynapac	CC122	2007
S-302	Broom Tractor	Tractor	Massey Ferguson	461	2005
S-304	Hydrostatic Broom	Broom	Lay-Mor	8HC	2006
S-700	Gas Cut-Off Cutquik Saw	Gas Saw	Stihl	TS 400 14"	2006
S-701	Gas Cut-Off Cutquik Saw	Gas Saw	Stihl	TS 400 14"	2006
S-702	Gas Cut-Off Cutquik Saw	Gas Saw	Stihl	TS 400 14"	2007
S-704	Gas Cut-Off Cutquik Saw	Gas Saw	Stihl	TS 420 14"	2008
S-707	Gas Cut-Off Cutquik Saw	Gas Saw	Makita	DPC7311	N/A
S-708	Gas Cut-Off Cutquik Saw	Gas Saw	Makita	DPC7301	N/A
T-124	Water Truck	Water Truck	Volvo	Autocar	1987
T-130	Ford L9000 Dump Truck	Dump Truck	Ford	L9000	1991
T-131	Tractor	Tractor Trailer	Peterbilt	379	2007
T-132	Flat Bed	Truck	International	International	1991
T-133	Mack Dump Truck	Dump Truck	Mack	CV713	2007
T-343	Fuel Tank	Fuel Tank	L & J	Portable Refueler	2006
T-344	Car Hauler Trailer/7000 capacity	Trailer 6'4 x 16"	Emerson	Hombre carhauler	2005
T-345	Low Boy	Trailer	Trail King	TK110HDG	2007
T-355	Trailer	Trailer	Kaufman	7000 Axle/2	2008
T-358	Forest River Trailer	Trailer	Forets River	WPT28LK	2008
T-363	Aluminum Trailer	Trailer	All American	P45-3H	2013
T-366	GVWR Air Pintle	Trailer	Kaufman		2014
T-505	Sierra Towable	Trailer	Sierra	Set301BHD 34'8	
T-507	Ford F-700	Fuel Truck	Ford	F700	1992
T-804	Ford F-250 Diesel Pickup	Pickup	Ford	Darryl	2004
T-846	GMC 2500 Sierra Pickup	Pickup	GMC	Dan	2004
T-847	Chevy 3500 Mechanic Truck	Flat Bed Mechanic	Chevy	3500	1999
T-850	Ford F-150 Pickup White	Pickup	Ford	Albert	2005
T-851	Ford F-450 Utility Truck	Flat Bed Mechanic	Ford	F-450	2006
T-856	GMC Sierra Pickup	Pickup	Sierra	Erik	2007
T-859	Chevy Silverado	Pickup	Chevy	Brian	2008
T-862	GMC Sierra Pickup	Pickup	Sierra	Jesse	2009
T-866	GMC Sierra Pickup	Pickup	Sierra	Jeff	2011
T-867	GMC Sierra Pickup 2500	Pickup	Sierra	Clyde	2012
T-922	Pontiac Bonneville	Car	Ponitac	Don	2005
T-975	Ford F150	Truck	Ford	Cyld	2010
T-991	Ford F350	Truck	Ford	Danny	2013
Z-124	Pipe Laser	Laser	Spectr Pre	DG711	2005
Z-823	Gas Detector	Gas Detector	Indus. Scientific	MG140	2006
Z-824	Gas Detector Kit	Gas Detector Kit	Indus. Scientific	MG140	2006
Z-825	Gas Detector MG140	Gas Detector Kit	Indus. Scientific	MG140	2008
Z-826	Gas Detector MG140	Gas Detector Kit	Indus. Scientific	MG140	2008

10. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.

Daniel LaCross, Project Manager

Fausto Rozon, Assistant Project Manager

Jeff Phillips, General Superintendent

11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

- 11.1 The correct name of the Respondent is:

Ric-Man Construction Florida, Inc.

- 11.2 The business is a (Sole Proprietorship) (Partnership) (Corporation)

Corporation

- 11.3 The address of principal place of business is:

3100 SW 15th Street

Deerfield Beach, FL 33442

- 11.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Daniel Mancini, President

Steven Mancini, Vice President

Edward Mancini, Vice President/Financial Officer

Catalina Mancini, Secretary

- 11.5 List all organizations which were predecessors to Respondent or in which the principals or officers of the Respondent were principals or officers

Not Applicable

PRINT NAME OF BIDDER: Ric-Man Construction Florida, Inc.

DANIEL J. LACROSS

PROJECT MANAGER

3100 SW 15th Street, Deerfield Beach, FL 33442 • 954.426.1221 • 954.426.1226 • DLaCross@ric-man.com

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida *2006 - Present*
Project Manager
Complete Management of all ongoing projects.

RIC-MAN Construction, Inc., Florida *2004 - 2005*
General Superintendent
Installation of underground utilities pipe work, road work and site work.

Eastwood Excavating, Michigan *2001 - 2004*
General Superintendent
Installation of underground utilities, storm sewer, sanitary sewer and water main.

Rasmussen Excavating, Michigan *1999 - 2001*
General Superintendent
Installation of underground utilities, complete site work to include gas transmission mains and site restoration.

United States Army *1991 - 1995*
Gunner on M1A1 Main Battle Tank

Ball Underground Contractors, Michigan *1985 - 1991*
General Superintendent
Installation of underground utilities and site restoration, Duties: Daily on site, direct supervision of foreman and labor forces. Schedule equipment and responsible for maintaining project schedule, quality control and working relationships with owner's representatives and the public in general. Responsible for project schedules estimating and all paperwork associated.

EDUCATION

B.S. in Accounting
Ferris State University, Big Rapids, Michigan

FAUSTO A. ROZON, EIT

ASSISTANT PROJECT MANAGER

3100 SW 15th Street, Deerfield Beach, FL 33442 • 954.426.1221 • 954.426.1226 • frozon@ric-man.com

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2011 - Present

Assistant Project Manager / Estimating

Complete management of all upcoming projects bids and any associates documentation. Responsible for maintaining project schedule, quality control and working relationships with owner's representatives and general public.

M. Vila & Associates, Inc., Florida

2009 - 2011

Assistant Project Manager / Project Engineer

Proactively coordinate project information with all stakeholders. Facilitate PO's, CO's, PCO's, RFF's, pay requisition's, permits, locates, calculations, as-built's and schedules.

Haiti Earthquake Relief, Port au Prince, Haiti

2010

Volunteer / Engineer Intern

Six weeks of Haiti Earthquake Infrastructure Relief in coordination with EWB and ASCE.

FIGG Engineering Group, Florida

2009

Engineer Intern

Assist engineers and engineering technicians with design, development, integration, and testing. Monitor construction activities; including earthwork, foundation installations, and paving. Inspect test borings, test pits and monitoring wells.

GLF Construction Corp., Florida

2008 - 2009

Engineer Intern

Assist Project Engineer, Engineering Technician III, and staffed in construction project observation.

EDUCATION

B.S. Civil Engineering

Florida State University, Tallahassee, Florida

CERTIFICATION

Intermediate MOT, ATSSA

JEFFERY S. PHILLIPS

GENERAL SUPERINTENDENT

3100 SW 15th Street, Deerfield Beach, FL 33442 • 954.426.1221 • 954.426.1226

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2006 - Present

General Superintendent

Installation of underground utilities, storm sewer, sanitary sewer and water main.

George Odien Underground Construction

2005 - 2006

General Superintendent

Installation of underground utilities, storm sewer, sanitary sewer and water main.

Star Contracting Plymouth, Michigan

1995-2005

General Superintendent

Installation of underground utilities, complete site work to include dredging and site restoration

John Carlo, Inc., Michigan

1977-1995

Superintendent

Assist engineers and engineering technicians with design, development, integration, and testing. Monitor construction activities; including earthwork, foundation installations, and paving. Inspect test borings, test pits and monitoring wells.

EXPERIENCE

33 Years of Field Experience

CERTIFICATIONS

10 Hour OSHA Compliance

CPR/ Medical First Aid

Confined Space Entry

CLYDE E. HARDING

PROJECT SUPERINTENDENT

3100 SW 15th Street, Deerfield Beach, FL 33442 • 954.426.1221 • 954.426.1226

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2008 - Present

Project Superintendent

Oversee project foremen with daily activity coordinates with subcontractors, maintains project schedule.

CMTS, Florida

2004 - 2008

Construction Manager

Oversew water works project for City of Ft. Lauderdale, also safety improvements for FDOT District 2

KCCS Inc., Florida

2003 - 2004

Senior Inspector

All aspects of earthwork construction including underground utilities and drilled shafts

Metric Engineering, Florida

2001 - 2003

Senior Inspector

Oversee construction of one new bridge with steel girder construction, widening of two bridges with new pile, Also assisted project engineer with supervision of personnel and preparing quantities for payment of the contract.

EDUCATION

FDOT Project Engineer's School

CERTIFICATIONS

Asphalt Paving Technician Level 1 & 2

10 Hour OSHA Compliance

CPR/ Medical First Aid

ACI Concrete Inspector

Storm water Management Inspector

MSEW/RSS Construction Inspector

Concrete Field Inspector

Work zone Traffic Control

11.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past three (3) years. Include in the description the disposition of each such petition.

Not Applicable

12. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last three (3) years. The list and descriptions should include claims against the bond of the Respondent and its predecessor organization(s).

Not Applicable

12.1 Has the Respondent, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details.

Not Applicable

12.2 Under what conditions does the Respondent request Change Orders.

A Change in Contracted Scope of Work.

PRINT NAME OF BIDDER: Ric-Man Construction Florida, Inc.

13. **LITIGATION HISTORY REQUIREMENT:** The COUNTY will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the COUNTY all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

- 13.1. A similar type of work that the vendor is seeking to perform for the COUNTY under the current solicitation;
- 13.2. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
- 13.3. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
- 13.4. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary); or
- 13.5. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

Notwithstanding the descriptions listed in paragraphs 13.1-1.35 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the vendor.

For each material case, the vendor is required to provide all information identified in the form attached as Form 004513-1: Litigation History.

A Vendor is also required to disclose to the COUNTY any and all case(s) that exist between the COUNTY and any of the vendor's subcontractors/subconsultants proposed to work on this project.

Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the vendor being deemed non-responsive. Prior to making such determination, the vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

PRINT NAME OF BIDDER: Ric-Man Construction Florida, Inc.

FORM 004513-1: LITIGATION HISTORY

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Name	
Case Number	
Date Filed	Ric-Man Construction Florida, Inc.
Name of Court or other tribunal	has no litigation history.
Type of Case	Civil <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Phone number:

NAME OF BIDDER: Ric-Man Construction Florida, Inc.



CERTIFICATE OF LIABILITY INSURANCE

RICMA-1

OP ID: DH

DATE (MM/DD/YYYY)

03/21/14

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

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

PRODUCER Brown & Brown of Detroit P.O. Box 8029 35735 Mound Road Sterling Heights, MI 48311-8029 Brian Pilarski		586-977-6300 586-977-6780	CONTACT NAME: PHONE (A/C, No., Ext.): FAX (A/C, No.): E-MAIL ADDRESS:														
INSURED Ric-Man Construction Florida Inc 3100 SW 15th St. Deerfield Beach, FL 33442		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Illinois National Insurance Co</td> <td>23817</td> </tr> <tr> <td>INSURER B: Commerce and Industry Ins.</td> <td>19410</td> </tr> <tr> <td>INSURER C: AIG Property Casualty Company</td> <td>19402</td> </tr> <tr> <td>INSURER D: Great American Insurance Co.</td> <td>16691</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Illinois National Insurance Co	23817	INSURER B: Commerce and Industry Ins.	19410	INSURER C: AIG Property Casualty Company	19402	INSURER D: Great American Insurance Co.	16691	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

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

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

INSUR LTR	TYPE OF INSURANCE	ADDL SUMM INSR. WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual&XCU <input checked="" type="checkbox"/> Per Location GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	GL6576306	06/01/13	06/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA1949660	06/01/13	06/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		BE13466612	06/01/13	06/01/14	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A WC025889506	06/01/13	06/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liab		PCE391512601	06/01/13	06/01/14	Limit 10,000,000
D	Professional Liab		RCE391512601	06/01/13	06/01/14	Limit 5,000,000

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

Broward County is included as an additional insured for general liability in respects to project known as UAZ314-316-318 Water and Sewer Improvement Project-WWS per 61712 12/06 attached.

FRANCISCO VASQUEZ
 2014.03.21 14:58:10
 -04'00'

CERTIFICATE HOLDER

BROWARC

Broward County
 Attn: Najia Zerrouki, WWS
 115 S. Andrews Ave Rm A-100
 Ft. Lauderdale, FL 33301-1895

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 Brian Pilarski

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2013 forms a part of

policy No. GL 657-63-06 issued to RIC-MAN CONSTRUCTION, INC.

by ILLINOIS NATIONAL INSURANCE CO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

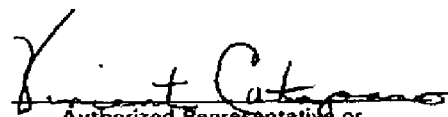
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

✓

Authorized Representative or
Countersignature (in States Where
Applicable)

FORM 004546-1: DRUG FREE WORKPLACE CERTIFICATION

THIS FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD FOR BIDDER TO BE DEEMED RESPONSIBLE.

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

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

FORM 004546-1: DRUG FREE WORKPLACE CERTIFICATION (continued)

[Signature]
(Bidder Signature)

Daniel Mancini
(Print Vendor Name)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22nd day of January, 2014, by Daniel Mancini (name of person whose signature is being notarized) as President (title) of Ric-Man Construction Florida, Inc. (name of corporation/company), known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

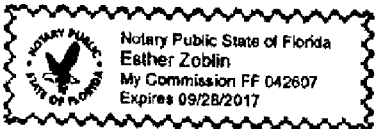
NOTARY PUBLIC:

[Signature]
(Signature)

Esther Zoblin
(Print Name)

My commission expires: 9/28/2017

State of FLORIDA at Large (SEAL)



FORM 004546-3: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 CALENDAR DAYS OF REQUEST FROM THE COUNTY

Provide this information for any sub vendor(s) who will provide a service to the COUNTY for this solicitation. This includes major suppliers as well.

1. Firm's Name: US Pipe & Foundry, LLC

2. Firm's Address: 14580 Saint Georges Hill Drive

3. Firm's Telephone Number: (407)592-1175 Firm Email Address: tlewis@uspipe.com

4. Contact Name and Position: Todd Lewis

5. Alternate Contact Name and Position: Dennis Parsons

6. Alternate Contact Telephone Number: (205)417-8429 Email Address: Dparsons@uspipe.com

7. Bid/Proposal Number: _____ Contracted Amount: _____

8. Type of Work/Supplies Bid: _____ Award Date: _____

1. Firm's Name: HD Supply

2. Firm's Address: 4310 NW 10th Ave., Oakland Park, FL 33309

3. Firm's Telephone Number: (954)772-7343 Firm Email Address: Steve.Shay@HDsupply.com

4. Contact Name and Position: Steve Shay, Sales Manager

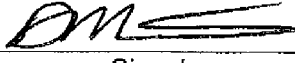
5. Alternate Contact Name and Position: Ryan Shay, Sales Manager

6. Alternate Contact Telephone Number: (954)658-8641 Email Address: Ryan.Shay@HDsupply.com

7. Bid/Proposal Number: _____ Contracted Amount: _____

8. Type of Work/Supplies Bid: _____ Award Date: _____

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

 Signature	President <u>Ric-Man Construction Florida, Inc.</u> Title / Firm Name	<u>1/22/2014</u> Date
--	---	--------------------------

Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.

FORM 004546-4: LOBBYIST REGISTRATION

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

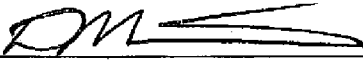
The Vendor, by virtue of the signature below, certifies that:

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

Based upon these understandings, the vendor further certifies that: (Check One)

- 1. It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation.
- 2. It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances.

STATE OF FLORIDA



 (Vendor Signature)
 Ric-Man Construction Florida, Inc.

 (Print Vendor Name)

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22nd day of January, 2014, by
Daniel Mancini as President of

 (Name of person who's signature is being notarized) (Title)


Ric-Man Construction Florida, Inc. known to me to be the person described herein, or

 (Name of Corporation/Company)

who produced _____ as identification, and who did/did not take an oath.

 (Type of Identification)

NOTARY PUBLIC:

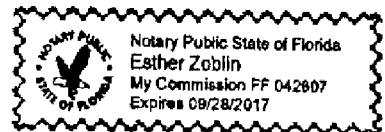


 (Signature)

My commission expires: 9/28/2017

Esther Zoblin

 (Print Name)



FORM 004546-5: SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD FOR BIDDER TO BE DEEMED RESPONSIBLE.

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

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

[Signature]
(Authorized Signature)

Daniel Mancini, President
(Print Name and Title)

Ric-Man Construction Florida, Inc.
(Name of Firm)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22nd day of January, 2014,

by Daniel Mancini
(Name of person who's signature is being notarized)

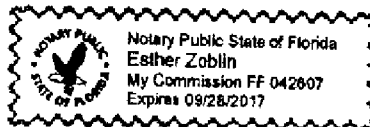
as President of Ric-Man Construction Florida, Inc.
(Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced _____
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:
[Signature]
(Signature)
Esther Zoblin
(Print name)

My commission expires: 9/28/2017



FORM 004546-6: TRENCH SAFETY ACT CERTIFICATION (if applicable)

THIS FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD FOR BIDDER TO BE DEEMED RESPONSIBLE.

On October 1, 1990 House Bill 3181, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Bidder, by virtue of the signature below, affirms that the Bidder is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and subcontractors. The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.


BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT. THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

COMPLETION REQUIRES FILLING IN THE APPROPRIATE DETAILS UNDER THE HEADINGS, i.e., DESCRIPTION, UNIT, QUANTITY, UNIT PRICE, EXTENDED, AND METHOD.

The Bidder further identified the costs and methods summarized below:

Description	Unit	Quantity	Unit Price	Extended	Method
<u>Sheeting and Shoring</u>	<u>LS</u>	<u>1</u>	<u>360,000.00</u>	<u>360,000.00</u>	<u>Per CFR 1926.B</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total \$ 360,000.00

Ric-Man Construction Florida, Inc.
 Name of Bidder

 Authorized Signature of Bidder

FORM 004546-7: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION
(not applicable)

**FORM 004546-8: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM
CONTRACTOR CERTIFICATION**
(not applicable)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

FORM 004546-8: RECYCLED CONTENT INFORMATION

In support of the Florida Waste Management Law, Bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The COUNTY is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The COUNTY also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

RECYCLED CONTENT INFORMATION:

1. IS THE MATERIAL IN THE ABOVE: VIRGIN OR RECYCLED _____ (CHECK THE APPLICABLE BLANK). IF RECYCLED, WHAT PERCENTAGE _____.

PRODUCT DESCRIPTION: _____

2. IS YOUR PRODUCT PACKAGED AND/OR SHIPPED IN MATERIAL CONTAINING RECYCLED CONTENT? YES NO _____

SPECIFY: Packages are shipped with recycled card board boxes.

3. IS YOUR PRODUCT RECYCLABLE AFTER IT HAS REACHED ITS INTENDED END USE?

YES NO _____

SPECIFY: Ductile Iron can be scraped.

THE ABOVE IS NOT APPLICABLE IF THERE IS ONLY A PERSONAL SERVICE INVOLVED WITH NO PRODUCT INVOLVEMENT.

Western Surety Company

BID BOND

KNOW BY ALL MEN THAT THESE PRESENTS: That we RIC-MAN CONSTRUCTION FLORIDA, INC of 3100 SW 15th Street , Deerfield Beach, FL 33442, hereinafter referred to as Principal, and Western Surety Company as Surety, are held and firmly bound unto Broward County Board Of Commissioners of 115 South Andrews Ave , Fort Lauderdale, FL 33301, hereinafter referred to as Oblige, in the sum of FIVE AND 00/100 PERCENT Dollars (5.00%) for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for

Bid No. Y1200707C1

UAZ 314, UAZ 316, UAZ 318 Water and Sewer Improvements

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this January 21, 2014.

RIC-MAN CONSTRUCTION FLORIDA, INC

(Principal)

by



(Seal)

Western Surety Company

(Surety)

by



(Seal)

Veronda D. Gordon, ATTORNEY-IN-FACT

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Veronda D Gordon, Angelo G Zervos, Gus E Zervos, Donald W Burden, Individually

of Southfield, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of December, 2013.



WESTERN SURETY COMPANY

Paul T. Bruflat

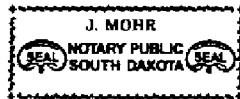
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of December, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of January, 2014.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

FORM 004546-9: SELF-CERTIFICATION: OWNER ETHNICITY/GENDER (OPTIONAL)

The information requested is voluntary and not a requirement to respond to a Broward County solicitation. However, in the event that your company becomes the recommend vendor for award, this information will be required prior to award. Recommended vendor for award must submit within three business days of County's request.

In order for the County to ensure that all prospective vendors have an equal opportunity to participate in County procurements, the following information is requested regarding each prospective vendor. Please read the following and determine which is applicable.

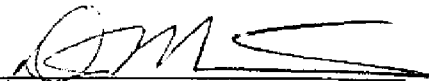
The following gender applies to the primary owner of firm:

- Female Male Equally-Owned (Female and Male)

The following ethnicity applies to the primary owner of firm:

- African American/Black/Afro-Caribbean Native American
 Asian Pacific Subcontinent Asian
 Caucasian/White Other
 Hispanic/Latino

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.



Daniel Mancini, President
Ric-Man Construction Florida, Inc.

STATE OF FLORIDA

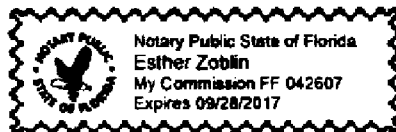
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of March, 2014 by Daniel Mancini as President of Ric-Man Construction Florida, Inc., known to me to be the person described herein, and who did take an oath.

NOTARY PUBLIC:



Esther Zoblín, Public Notary
Commission Ending: 9/28/2017



**SECTIONS 005200 THROUGH 007300: CONTRACT SECTIONS OF
CONSTRUCTION CONTRACT DOCUMENTS**

The Contract Standard Terms and Conditions (005200), Contract Supplemental Conditions (as applicable - 005400), Contract General Conditions (007200), and Contract Supplemental General Conditions (as applicable - 007300) are issued as a separate document titled UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements.

PROJECT FORM 007500-1: PERFORMANCE BOND

BY THIS BOND, We Ric-Man Construction Florida, Inc., as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 3100 SW 15th Street, Deerfield Beach, Florida 33442

Phone: (954)426-1221

and Western Surety Company, as Surety, under the assigned Bond Number 929585582, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Ten Million Five Hundred Fifty Three Thousand and Eighty Three Dollars (\$ 10,553,083) 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 entered into a Contract, Bid/Contract No.: Y1200707C1, awarded the 13th day of March, 2014, with COUNTY 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";

INSTR # 112179135
OR BK 50643 Pages 40 - 46
RECORDED 03/25/14 09:53:09 AM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 3330
#1, 7 Pages

THE CONDITION OF THIS BOND is that if CONTRACTOR:

- 1) Performs the Contract between CONTRACTOR and COUNTY for construction of UAZ314, UAZ316 and UAZ 318 Water and Sewer Improvements, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

PROJECT FORM 007500-1: PERFORMANCE BOND (continued)

- 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 guarantee 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.

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 17th day of March, 2014.

PROJECT FORM 007500-1: PERFORMANCE BOND (continued)



Ric-Man Construction Florida, Inc.

By [Signature]
Daniel Mancini, President

IN THE PRESENCE OF:

[Signature]
Wanda D. Gordon

[Signature]
Courtney Renee

INSURANCE COMPANY: Western Surety Company

By [Signature]
Agent and Attorney-in-Fact: Angelo G. Zervas

Address: 101 S. Reid St, Ste. 300
(Street)

Sioux Falls, SD 57103
(City/State/Zip Code)

Telephone No.: (877) 574-2896

Risk Management Division
Frank Vasquez

Risk Insurance and Contracts
[Signature] 3/25/14

PROJECT FORM 007500-2: PAYMENT BOND

BY THIS BOND, We Ric-Man Construction Florida, Inc., as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 3100 SW 15th Street, Deerfield Beach, Florida 33442

Phone: (954)426-1221

and Western Surety Company, as Surety, under the assigned Bond Number 929585582, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Ten Million Five Hundred Fifty Three Thousand and Eighty Three Dollars (\$10,553,083) 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 entered into a Contract, Bid/Contract No.: Y1200707C1, awarded the 13th day of March, 2014, with COUNTY 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) Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains because of default by CONTRACTOR under the Contract; and
- 2) Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Contract;

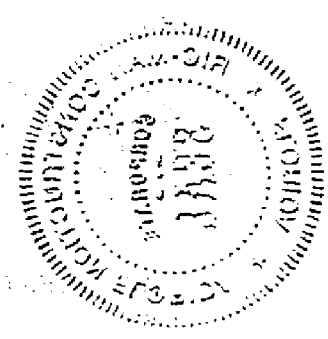
PROJECT FORM 007500-2: PAYMENT BOND (continued)

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

- a) A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, serve notice to CONTRACTOR that it intends to look to the bond for protection.
- b) 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, but within ninety (90) days after performance 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.
- c) No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions a) and b) have been given.
- d) Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

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

Signed and sealed this 17th day of March, 2014.



Risk Insurance and Contracts
Frank Vasquez
Risk Management Division

PROJECT FORM 007500-2: PAYMENT BOND (continued)



Ric-Man Construction Florida, Inc.

By: [Signature]
 Daniel Mancini, President

IN THE PRESENCE OF:

[Signature]
 Veronica D. Bricker

[Signature]
 Courtney A. Newell

INSURANCE COMPANY: Western Surety Company

By: [Signature]
 Agent and Attorney-in-Fact, Angelo G. Zervos
 Address: 101 S. Reid St, Ste: 300
 (Street)

Sioux Falls, SD 57103
 (City/State/Zip Code)

Telephone No.: (877) 574-2896

Risk Management Division

Frank Vasquez

Risk Insurance and Contracts

[Signature] 8/25/14

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Veronda D Gordon, Angelo G Zervos, Gus E Zervos, Donald W Burden, Individually

of Southfield, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of December, 2013.



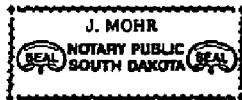
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of December, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of March, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

PROJECT FORM 007500-3: CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____ (Seal) as Secretary of

(Name of Corporation)

(SEAL)

STATE OF FLORIDA)

) SS.

COUNTY OF BROWARD)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared _____ 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 (Performance Bond 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 _____

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

TO: BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY

RE: BID NUMBER: _____

BIDDER: _____

Name: _____

Address: _____

City/State

Zip

Phone: _____

AMOUNT OF BOND: _____

SURETY BOND COMPANY:

Name: _____

Address: _____

City/State

Zip

Phone: _____

This is to certify that, in accordance with Chapter 85-104, Laws of Florida (HB 1266), the insurer named above:

Holds a certificate of authority authorizing it to write surety bonds in the state of Florida.

Has twice the minimum surplus and capital required by the Florida Insurance Code.

Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 through 9308 of Title 31 of the United States Code.

(Date Signed)

Agent and Attorney-in-Fact

**PROJECT FORM 007500-4: FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS
\$500,000.00 OR LESS (continued)**

AFFIDAVIT

STATE OF FLORIDA)

) SS.

COUNTY OF)

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

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

(SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

(Title or rank)

(Serial number, if any)

My commission expires:

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

Date of Issue _____

Issuing Bank's No. _____

Beneficiary:

Broward County through
its Broward County
Board of County
Commissioners
County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

Applicant:

Amount: _____
in United States Funds

Expiry:

(Date)

Bid/Contract Number _____

We hereby authorize you to draw on _____
(Bank, Issuer name)

at _____ by order
(branch address)

of and for the account of _____
(contractor, applicant, customer)

up to an aggregate amount, in United States Funds, of _____ available by your
drafts at sight, accompanied by:

- 1) A signed statement from the County Administrator of Broward County, or the Administrator's authorized representative, that the drawing is due to default in performance of certain obligations on the part _____ agreed upon by and
(Contractor, Applicant, Customer)

between Broward County and _____ pursuant to
(Contractor, Applicant, Customer)

the Bid/Contract No. _____ for _____
(Name of Project)

and Section 255.05, Florida Statutes.

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

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

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

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the Broward County Administrator with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to Broward County that this Letter of Credit will expire prior to performance of the contractor's obligations will be deemed a default.

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

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

Obligations under this Letter of Credit shall be released one (1) year after the Final Completion of the Project by the _____
(contractor, applicant, customer)

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

Authorized Signature

PROJECT FORM 007500-6: MONTHLY UTILIZATION REPORT

The form is available on the County's website at the following link:

<http://www.broward.org/econdev/SmallBusiness/Pages/compliance.aspx>

PROJECT FORM 007500-7: FINAL UTILIZATION REPORT

The form is available on the County's website at the following link:

<http://www.broward.org/econdev/SmallBusiness/Pages/compliance.aspx>

PROJECT FORM 007500-8: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)

No. _____

Contract No. _____

Project Title UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements

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 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)

PROJECT FORM 007500-9: CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No. _____

Project Title UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements _

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:

Subcontractor name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated _____, 20__

Contractor

By _____
(Signature)

By _____
(Name and Title)

**PROJECT FORM 007500-9: CERTIFICATION OF PAYMENTS TO
SUBCONTRACTORS (continued)**

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)

CLOSEOUT FORM 007600-1: CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract No. _____

Project (Name and Address): _____

To (COUNTY): _____

Consultant: _____

Contractor: _____

Notice to Proceed Date: _____

Consultant: _____

Date of Issuance: _____

Project or Designated Portion Shall Include:

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

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

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

CLOSEOUT FORM 007600-1: CERTIFICATE OF SUBSTANTIAL COMPLETION (continued)

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 Section 3.2 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 Contract Administrator, 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 BOARD
OF COUNTY COMMISSIONERS By Contract Administrator _____ DATE _____

The responsibilities of COUNTY and CONTRACTOR for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:

CLOSEOUT FORM 007600-2: FINAL CERTIFICATE OF PAYMENT

Contract No. _____

Project (Name and Address): _____

To (COUNTY): _____

Consultant: _____

Contractor: _____

Notice to Proceed Date: _____

Consultant: _____

Date of Issuance: _____

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required by Section 3.2 of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

CONSULTANT BY DATE

COUNTY, through the Contract Administrator, accepts the work as fully complete and will assume full possession thereof at _____
(time)

(date)

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS By Contract Administrator DATE

CLOSEOUT FORM 007600-3: FORM OF FINAL RECEIPT

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

FINAL RECEIPT FOR CONTRACT NO. _____

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

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

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

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

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

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Secretary

(CORPORATE SEAL)

Name

By _____
Title

Date: _____

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____

Date: _____

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

To: CONTRACTOR Name

From: Broward County Purchasing Division

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

Re: UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements (9115/9068/9069)

For tracking purposes, the attached list of non-certified subcontractors/sub-vendors have performed or provided services to the COUNTY for the referenced contract. Non-certified subcontractors/sub-vendors are any subcontractors/sub-vendors whose services under the contract were not approved to meet the COUNTY's participation goal established for this contract and whose participation was not listed on the 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 non-certified subcontractors/sub-vendors who provided a service to the COUNTY for the referenced contract. All participants on the contract are listed on the attached list.
- There were other non-certified subcontractors/sub-vendors who provided a service and are not listed on the attached list. The additional subcontractors/sub-vendors are listed on the form attached.

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

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

State of _____ at Large

(Seal)

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2	---	LEGEND, NOTES & INDEX SHEET
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3-16	EC KEY – 13	UAZ 314 EXISTING CONDITIONS
17-30A	WS KEY – 14	UAZ 314 WATER & SEWER
31-35	SS 1-5	UAZ 314 SANITARY SEWER PROFILES
36-40A	RES KEY – 5	UAZ 314 RESTORATION
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141-164	EC KEY – 23	UAZ 318 EXISTING CONDITIONS
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191-198	RES KEY – 7	UAZ 318 RESTORATION
199-205A	D 1-7A	PROJECT DETAILS

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01045	Cutting and Patching	01045-1 - 01045-3
01050	Field Engineering	01050-1 - 01050-2
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CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT(S):

UAZ 314, 316 & 318

BID/CONTRACT NO.: Y1200707C1

Deviations to CAF#170
For UAZ 314, UAZ 316 and UAZ 318 Water and Sewer Improvements

005400 CONTRACT SUPPLEMENT

07300 SUPPLEMENTAL GENERAL CONDITIONS

12/9/13
UAZ(314-316-318)Water&SewerImprovements_CAF#170 Deviations

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SECTION 005200: CONTRACT STANDARD TERMS AND CONDITIONS

THIS IS A CONTRACT, by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and RIC-MAN CONSTRUCTION FLORIDA, INC., hereinafter referred to as CONTRACTOR, for UAZ 314, UAZ 316 AND UAZ 318 WATER AND SEWER in the total amount of \$10,553,082.83. WITNESSETH, that CONTRACTOR and COUNTY, for the considerations hereinafter named, agree as follows:

Article 1: Definitions

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

- 1.1. Bidder: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.2. Board: The Board of County Commissioners of Broward County, Florida, its successors and assigns.
- 1.3. Change Order: A written document ordering a change in the Contract Price or Contract Time or a material change in the Work.
- 1.4. CONSULTANT: Architect or Engineer who has contracted with COUNTY or who is an employee of COUNTY, to provide professional services for this Project.
- 1.5. Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages.
- 1.6. CONTRACT ADMINISTRATOR: The ranking managerial employee of the agency of COUNTY government which requested the Project, or some other employee expressly designated as CONTRACT ADMINISTRATOR in writing by said ranking managerial employee.
- 1.7. Contract Documents: The official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes the Contract, Scope of Work, General Conditions, Invitation to Bid, Addenda, Instruction to Bidders, Supplemental Instructions, Plans, Drawings, Exhibits, General Requirements, Technical Specification, Supplementary Conditions, Bid Forms, Bid Tender Form, Record of Award by Board, Bonds, Notice of Award, Notices(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), and any additional documents the submission of which is required by this Project.

- 1.8. Contract Price: The original amount established in the bid submittal and award by the Board, as may be amended by Change Order.
- 1.9. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 3 of the Contract, as may be amended by Change Order.
- 1.10. CONTRACTOR: The person, firm, or corporation with whom Broward County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR.
- 1.11. COUNTY or Owner: Broward County, Florida, the public body, agency or instrumentality which is a party hereto and for which this Contract is to be performed. In all respects hereunder, COUNTY's performance is pursuant to COUNTY's position as the owner of a construction project. 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.
- 1.12. Field Order: A written order which orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
- 1.13. Final Completion: The date certified by CONSULTANT in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by CONSULTANT; any other documents required to be provided by CONTRACTOR have been received by CONSULTANT; and to the best of CONSULTANT's knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.
- 1.14. Materials: Materials incorporated in this Project, or used or consumed in the performance of the Work.
- 1.15. Notice(s) to Proceed: Written notice to CONTRACTOR authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.16. Plans and/or Drawings: The official graphic representations of this Project which are a part of the Contract Documents.
- 1.17. Project: The construction project described in the Contract Documents, including the Work described therein.
- 1.18. Project Initiation Date: The date upon which the Contract Time commences.
- 1.19. Subcontractor: A person, firm or corporation having a direct contract with CONTRACTOR including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

- 1.20. Substantial Completion: That date, as certified in writing by CONSULTANT and as finally determined by CONTRACT ADMINISTRATOR in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the COUNTY or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the CONTRACT ADMINISTRATOR) must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.
- 1.21. Surety: The surety company or individual which is bound by the performance bond and payment bond with and for CONTRACTOR who is primarily liable, and which surety company or individual is responsible for CONTRACTOR's satisfactory performance of the work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.22. Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR's obligations. The Work may constitute the whole or a part of the Project.

Article 2: Scope of Work

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

Article 3: Contract Time

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

Proceed.

- 3.2. Time is of the essence throughout this Contract. The Work shall be substantially completed within 365 calendar days from the Project Initiation Date specified in the Second Notice to Proceed, and completed and ready for final payment in accordance with Article 6 of the Contract within 60 calendar days from the date of Substantial Completion.
- 3.3. Upon failure of CONTRACTOR to substantially complete the Contract within the specified period of time, plus approved time extensions, CONTRACTOR shall pay to COUNTY the sum of One Thousand Two Hundred and Fifty Dollars (\$1,250.00) for each calendar day after the time specified in Section 3.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining Work within the time specified in Section 3.2 above, plus approved time extensions thereof, for completion and readiness for final payment, CONTRACTOR shall pay to COUNTY the sum of Six Hundred and Twenty Five Dollars (\$625.00) for each calendar day after the time specified in Section 3.2 above, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to COUNTY for its inability to obtain full beneficial occupancy of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time.
- 3.4. The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.
- 3.5. COUNTY is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract or as much thereof as COUNTY may, in its sole discretion, deem just and reasonable.
- 3.6. CONTRACTOR shall be responsible for reimbursing COUNTY, in addition to liquidated damages, for all costs incurred by CONSULTANT in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. CONSULTANT construction administration costs shall be pursuant to the contract between COUNTY and CONSULTANT, a copy of which is available upon request of the CONTRACT ADMINISTRATOR. All such costs shall be deducted from the monies due CONTRACTOR for performance of Work under this Contract by means of unilateral credit change orders issued by COUNTY as costs are incurred by CONSULTANT and agreed to by COUNTY.

Article 4: Contract Sum

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

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

- 4.2. Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a definite Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.
- This is a Lump Sum Contract.*
- 4.3. COUNTY shall pay to CONTRACTOR for the performance of the Work described in the Contract Documents, the total price stated as awarded.
- 4.4. Payment shall be at the lump sum price stated in the Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a definite Contract lump sum should be included in the lump sum price to which the item is most applicable.

*Note: Some Projects include both unit prices and lump sums in which case both sections shall apply as appropriate depending upon the type of Work being performed by CONTRACTOR and approved by COUNTY.

Article 5: Progress Payments

- 5.1. CONTRACTOR may make Application for Payment for Work completed during the Project at intervals of not more than once a month. CONTRACTOR shall, where the Project involves CBE subcontractors, make Application for Payment for Work completed by such subcontractors during the Project at monthly intervals. CONTRACTOR's application shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by CONSULTANT or CONTRACT ADMINISTRATOR. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to CONSULTANT as required by the Contract Documents, a Certification of Payments to Subcontractors (Form 007500-9), and a release of liens relative to the Work which was the subject of previous applications or consent of surety relative to the Work which is the subject of the Application. The Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each subcontractor (listed in Item 2 of the Form), explaining the good cause why payment has not been made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance (Form 007500-8). Each Application for Payment shall be submitted in triplicate to CONSULTANT for approval as follows:

Safiya T. Brea, P.E. – Chen Moore and Associates
500 Cypress Creek Road, Suite 630, Fort Lauderdale FL 33309

All such applications for payment (hereinafter "Invoices") shall be stamped as received on the date on which it is delivered above. Payments of Invoices shall be subject to

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

- 5.2. Ten percent (10%) of all monies earned by CONTRACTOR shall be retained by COUNTY until Final Completion and acceptance by COUNTY in accordance with Article 5 hereof, except that after fifty percent (50%) of the Work has been completed, the CONTRACT ADMINISTRATOR shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter, and after ninety percent (90%) of the Work has been completed, the CONTRACT ADMINISTRATOR may reduce the retainage to two and one-half percent (2-1/2%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the CONTRACT ADMINISTRATOR, shall be recommended by CONSULTANT, and CONTRACTOR shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of COUNTY.
- 5.3. COUNTY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - 5.3.1. Defective work not remedied.
 - 5.3.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR or COUNTY because of CONTRACTOR's performance.
 - 5.3.3. Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.
 - 5.3.4. Damage to another contractor not remedied.
 - 5.3.5. Liquidated damages and costs incurred by CONSULTANT for extended construction administration.
 - 5.3.6. Failure of CONTRACTOR to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the CONTRACT ADMINISTRATOR, payment shall be made in whole or in part.

Article 6: Acceptance and Final Payment

- 6.1. Upon receipt of written notice from CONTRACTOR that the Work is ready for final inspection and acceptance, CONSULTANT shall, within ten (10) calendar days, make an inspection thereof. If CONSULTANT and CONTRACT ADMINISTRATOR find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 007600-2) shall be issued by CONSULTANT, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.
- 6.2. Before issuance of the Final Certificate for Payment, CONTRACTOR shall deliver to CONSULTANT a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice. Final Payment package is to include the certification document titled "Final List of Non-Certified Subcontractors and Suppliers" (Form 007600-4), which must be signed and notarized by CONTRACTOR. A list of all non-certified sub-vendors used must be attached to this certified document.
- 6.3. If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of CONTRACTOR, and CONSULTANT so certifies, COUNTY shall, upon certificate of CONSULTANT, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 6.4. Final payment shall be made only after the COUNTY's Director of Purchasing, or Board of County Commissioners as applicable, has reviewed a written evaluation of the performance of CONTRACTOR prepared by the CONTRACT ADMINISTRATOR, and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR, except those previously made in strict accordance with the provisions of the General Conditions and identified by CONTRACTOR as unsettled at the time of the application for final payment.

Article 7: Miscellaneous

- 7.1. This Contract is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project.
- 7.2. Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.

7.3. Public Entity Crimes:

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the COUNTY, may not submit a bid on a contract with the COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the COUNTY, and may not transact any business with the COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in cancellation of the COUNTY purchase and may result in CONTRACTOR debarment.

7.4. Independent Contractor:

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the COUNTY. This Contract shall not constitute or make the parties a partnership or joint venture.

7.5. Third Party Beneficiaries:

Except as provided in Section 54.2.4 of the General Conditions, neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

7.6. Notices:

Whenever either party desires to give notice to the other, such notice must be in writing, 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 set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

For County:

Gregory M. Balicki, P.E.
Broward County Water and Wastewater Services
2555 W Copans Road, Pompano Beach, FL 33069

For Contractor:

RIC-MAN CONSTRUCTION FLORIDA, INC.
3100 SW 15 STREET
DEERFIELD BEACH FL 33442

7.7. Assignment and Performance:

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Contract except as authorized by Article 28 of the General Conditions. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

7.8. Materiality and Waiver of Breach:

COUNTY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

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, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.9. Severance:

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.10. Applicable Law, Jurisdiction, Venue, and Waiver of Jury Trial:

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder shall be exclusively in the jurisdiction of the state courts of the Seventeenth Judicial Circuit in Broward County,

Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.**

7.11. Amendments:

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and pursuant to the terms herein.

7.12. Prior Agreements:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7.13. Payment for Stored Materials and Equipment:

Payment for materials and equipment stored at the project site shall be equal to ninety percent (90%) of the invoiced amount of the materials and equipment as set forth herein. Additionally, retainage on 90% of the invoiced amount shall be executed per Section 5.2. The invoiced amount shall be based on the value of all acceptable materials and equipment not yet incorporated in the Work but delivered and suitably stored at the project site and scheduled for installation on-site within thirty (30) calendar days of the date of the Application for Payment. Copies of the supplier's invoices for the materials and equipment shall be included with the Application for Payment.

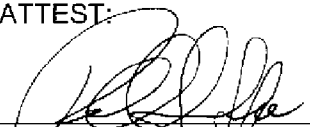
(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 11 day of March, 2014, and CONTRACTOR, signing by and through HS President, duly authorized to execute same.

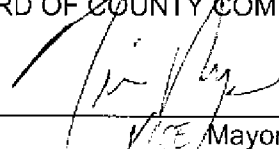
Agenda Item #12

COUNTY

ATTEST:


County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

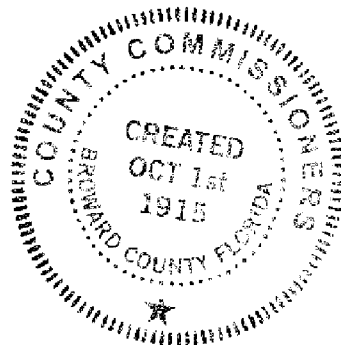
By 
VICE Mayor
17th day of April, 2014

Approved as to Surety Company
Qualifications, Insurance
Requirements and Insurance
Documentation:

Approved as to form by
Office of County Attorney
Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Frank Vasquez - SPC III
Risk Manager
Risk Management Division
Frank Vasquez
Risk Insurance and Contracts

By  4/15/14
A.J.A. DiCalvo
Assistant County Attorney



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

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Catalina
(Secretary)

(Corporate Seal)

Ric-Man Construction FL, INC
(Name of Corporation)

By [Signature] PRES.
(Signature and Title)

Daniel Mancini - President
(Type Name/Title Signed Above)

4 day of April, 2014.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Business Name)

By _____
(Signature)

(Type Name Signed Above)

____ day of _____, 20____.

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

SECTION 005400: CONTRACT SUPPLEMENTAL CONDITIONS

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See attached pages A-1 & A-2



005400 CONTRACT SUPPLEMENT

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

Coding: Words in ~~struck through~~ type are deletions from existing text. Words in underlined type are additions to existing text.

1. Article 5, Progress Payments, Section 5.1 of the Contract is hereby revised, in part, to read as follows:

5.1 CONTRACTOR may make Application for Payment for Work completed during the Project at intervals of not more than once a month. CONTRACTOR shall, where the Project involves CBE subcontractors, make Application for Payment for Work completed by such subcontractors during the Project at monthly intervals. CONTRACTOR's application shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by CONSULTANT or CONTRACT ADMINISTRATOR. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to CONSULTANT as required by the Contract Documents, a Certification of Payments to Subcontractors Form (007500-9), a statement indicating the cumulative amount of CBE participation to date, and a release of ~~liens-claims~~ relative to the Work which was the subject of previous applications or consent of surety relative to the Work which is the subject of the Application. The Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each subcontractor (listed in Item 2 of the Form), explaining the good cause why payment has not been made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (007500-8). Each Application for Payment shall be submitted in triplicate to CONSULTANT for approval as follows:

2. Article 6, Acceptance and Final Payment, Section 6.2 of the Contract is hereby revised to read as follows:

6.2 Before issuance of the Final Certificate for Payment, CONTRACTOR shall deliver to CONSULTANT a complete release of all ~~liens-claims~~ arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice. Final Payment package is to



include the certification document titled "Final List of Non-Certified Subcontractors and Suppliers" Form (007600-4), which must be signed and notarized by CONTRACTOR. A list of all non-certified sub-vendors used must be attached to this certified document.

3. Article 7, Miscellaneous, Section 7.5, Third Party Beneficiaries, of the Contract is hereby revised to read as follows:

Except as provided in Section ~~54.2.4-54.7~~ of the General Conditions, neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

4. Article 7, Miscellaneous, Section 7.13, Payment for Stored Materials and Equipment, of the Contract is hereby deleted and replaced with the following:

7.13 [Intentionally Left Blank]

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SECTION 007200: CONTRACT GENERAL CONDITIONS

Article 1: Contract Documents:

- 1.1. The Contract Documents are defined in Section 1.7 of the Contract.
- 1.2. The Contract Documents shall be followed in strict accordance as to work, performance, material, and dimensions except when CONSULTANT may authorize, in writing, an exception.
- 1.3. Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be resolved by CONSULTANT. CONTRACTOR shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from CONSULTANT.
- 1.4. CONTRACTOR shall be furnished ten (10) copies, free of charge, of the Contract Documents; two (2) of which shall be preserved and always kept accessible to CONSULTANT and CONSULTANT's authorized representatives. Additional copies of the Contract Documents may be obtained from COUNTY at the cost of reproduction.

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. COUNTY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

Article 3: Preliminary Matters:

- 3.1. At least five (5) calendar days prior to the pre-construction meeting described in Section 3.2, CONTRACTOR shall submit to CONSULTANT for CONSULTANT's review and acceptance:
 - 3.1.1. A progress schedule in the indicated form:
 - Bar Chart
 - Modified CPM

- CPM
- Computerized CPM

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

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

3.1.2. A preliminary schedule of Shop Drawing submissions; and

3.1.3. In a lump sum contract or in a contract which includes lump sum bid items of Work, a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

- Such prices shall be broken down to show labor, equipment, materials and overhead and profit.

3.1.4. After award but prior to the submission of the progress schedule, CONSULTANT, CONTRACT ADMINISTRATOR and CONTRACTOR shall meet with all utility owners and secure from them a schedule of utility relocation, provided, however, neither CONSULTANT nor COUNTY shall be responsible for the nonperformance by the utility owners.

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

3.3. Within thirty-five (35) days from the Project Initiation Date set forth in the Notice to Proceed, a conference attended by CONTRACTOR, CONSULTANT and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the Notice to Proceed, the CONTRACTOR shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for CONSULTANT review. The finalized progress schedule will be accepted by CONSULTANT only as providing an orderly progression of the Work to completion within the Contract Time, but

such acceptance shall not constitute acceptance by COUNTY or CONSULTANT of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on CONSULTANT or COUNTY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values pursuant to Section 3.1.3 above must be acceptable to CONSULTANT as to form and substance.

Article 4: Performance Bond and Payment Bond:

Within fifteen (15) calendar days of being notified of the award, CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (Form 007500-1) and Payment Bond (Form 007500-2).

- 4.1. Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to COUNTY the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Article 5.
- 4.2. Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond shall be conditioned that CONTRACTOR will, upon notification by COUNTY, correct any defective or faulty work or materials which appear within one (1) year after Final Completion of the Contract.
- 4.3. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, CONTRACTOR shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide COUNTY with evidence of such recording.
- 4.4. Alternate Form of Security: In lieu of a Performance Bond and a Payment Bond, CONTRACTOR may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit (Form 007500-5). Such alternate forms of security shall be subject to the approval of COUNTY and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by COUNTY for one (1) year after completion and acceptance of the Work.

Article 5: Qualification of Surety:

- 5.1. Bid Bonds, Performance Bonds and Payment Bonds over Five Hundred Thousand Dollars (\$500,000.00):
 - 5.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

- 5.1.2. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR Section 223.10, Section 223.11. Further, the surety company shall provide COUNTY with evidence satisfactory to COUNTY, that such excess risk has been protected in an acceptable manner.
- 5.1.3. The COUNTY will accept a surety bond from a company in accordance with the requirements set forth below, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the COUNTY shall review and either accept or reject the surety company based on the financial information available to the COUNTY. A surety company that is rejected by the COUNTY may be substituted by the Bidder or proposer with a surety company acceptable to the COUNTY, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

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

- 5.1.4. For projects of Five Hundred Thousand Dollars (\$500,000.00) or less, COUNTY may accept a Bid Bond, Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code, as may be amended from time to time. The Certificate and Affidavit (Form 007500-4) so certifying should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.
- 5.1.5. More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this section shall apply.

Article 6: Indemnification:

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Contract. These indemnifications shall survive the term of this Contract. To the extent considered necessary by CONTRACT ADMINISTRATOR and County Attorney, any sums due CONTRACTOR under this Contract may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY.

Article 7: Insurance Requirements

- 7.1. The specific insurance coverage requirements for this project are identified in the Instructions to Bidders Supplement which is a part of the Contract Documents.
- 7.2. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 7.3. The policy(ies) must be endorsed to provide the COUNTY with at least thirty (30) days notice of cancellation and/or restriction.
- 7.4. CONTRACTOR shall furnish to the CONTRACT ADMINISTRATOR Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract as indicated Form 004520. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 004520. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract.
- 7.5. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.
- 7.6. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.
- 7.7. COUNTY and CONSULTANT are to be expressly included as Additional Insureds in the name of Broward County and CONSULTANT with respect to general liability and excess liability coverages arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names COUNTY and CONSULTANT as additional insureds.

Article 8: Labor and Materials:

- 8.1 Unless otherwise provided herein, CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 8.2 CONTRACTOR shall at all times enforce strict discipline and good order among its employees and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

Article 9: Royalties and Patents

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

Article 10: Weather

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

Article 11: Permits, Licenses and Impact Fees

- 11.1 Except as otherwise provided within the Supplemental Conditions, all permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by CONTRACTOR pursuant to this Contract shall be secured and paid for by CONTRACTOR. It is CONTRACTOR's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.
- 11.2 Impact fees levied by any municipality shall be paid by CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to CONTRACTOR in no event shall include profit or overhead of CONTRACTOR.

Article 12: Resolution of Disputes

- 12.1. To prevent all disputes and litigation, it is agreed by the parties hereto that, CONSULTANT shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of 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 in Section 12.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of the CONTRACT ADMINISTRATOR and CONTRACTOR shall be submitted to CONSULTANT in writing within five (5) calendar days from the date of impasse. Unless a different period of time is set forth herein, CONSULTANT shall notify the CONTRACT ADMINISTRATOR and CONTRACTOR in writing of CONSULTANT's decision within fourteen (14) calendar days from the date of the receipt of the claim, question, difficulty or dispute, unless CONSULTANT requires additional time to gather information or allow the parties to provide additional information. Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of the Contract, all non-technical administrative disputes, shall be determined by the CONTRACT ADMINISTRATOR pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR, CONSULTANT, and CONTRACT ADMINISTRATOR shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.
- 12.2. In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

Article 13: Inspection of Work

- 13.1. CONSULTANT and COUNTY shall at all times have access to the Work, and CONTRACTOR shall provide proper facilities for such access and for inspecting, measuring and testing.
- 13.1.1. Should the Contract Documents, CONSULTANT's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for testing. If the testing or approval is to be made by an

authority other than COUNTY, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of CONSULTANT, it must, if required by CONSULTANT, be uncovered for examination and properly restored at CONTRACTOR's expense.

- 13.1.2. Reexamination of any of the Work may be ordered by CONSULTANT with prior written approval by the CONTRACT ADMINISTRATOR, and if so ordered, the Work must be uncovered by CONTRACTOR. If such Work is found to be in accordance with the Contract Documents, COUNTY shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, CONTRACTOR shall pay such cost.
- 13.2. Inspectors shall have no authority to permit deviations from, nor to relax any of the provisions of, the Contract Documents, or to delay the Project by failure to inspect the materials and work with reasonable promptness, without the written permission or instruction of CONSULTANT.
- 13.3. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by CONTRACTOR to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of CONTRACTOR will constitute a breach of this Contract.

Article 14: Superintendence and Supervision

- 14.1. The orders of COUNTY are to be given through CONSULTANT, which instructions are to be strictly and promptly followed in every case. CONTRACTOR shall keep on the Project during its progress, a full-time competent English speaking superintendent and any necessary assistants, all satisfactory to CONSULTANT. The superintendent shall not be changed except with the written consent of CONSULTANT, unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ. The superintendent shall represent CONTRACTOR and all directions given to the superintendent shall be as binding as if given to CONTRACTOR and will be confirmed in writing by CONSULTANT upon the written request of CONTRACTOR. CONTRACTOR shall give efficient supervision to the Work, using its best skill and attention.
- 14.2. Daily, CONTRACTOR's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of COUNTY, CONSULTANT, regulatory representatives; any event that caused or contributed a delay to the critical path of the Project, any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by COUNTY and CONSULTANT.
- 14.3. The CONTRACT ADMINISTRATOR, CONTRACTOR, and CONSULTANT shall meet at

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

- 14.4. If CONTRACTOR, in the course of prosecuting the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Contract Documents, it shall be CONTRACTOR's duty to immediately inform CONSULTANT, in writing, and CONSULTANT will promptly review the same. Any Work done after such discovery, until authorized, will be done at CONTRACTOR's sole risk.
- 14.5. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

Article 15: COUNTY's Right to Terminate Contract

- 15.1. If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if CONTRACTOR shall fail to perform any material term set forth in 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 with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or if CONTRACTOR provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended, CONTRACT ADMINISTRATOR may give notice in writing to CONTRACTOR and its Surety of such delay, neglect, or default, specifying the same with a notice to cure. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the COUNTY's awarding authority for the Contract, may upon written certificate from CONSULTANT of the fact of such delay, neglect or default and CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition COUNTY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in COUNTY's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in COUNTY's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs

and charges incurred by COUNTY, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by COUNTY shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to COUNTY the amount of said excess.

- 15.2. 15.2 If, after notice of termination of CONTRACTOR's right to proceed, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of COUNTY and CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 15.3 below.
- 15.3. This Contract may be terminated for convenience in writing by COUNTY upon ten (10) days written notice to CONTRACTOR (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CONTRACTOR shall be paid for all work executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by CONTRACTOR. No payment shall be made for profit for work/services which have not been performed.
- 15.4. Upon receipt of Notice of Termination pursuant to Sections 15.1, 15.3 or 15.5, CONTRACTOR shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to COUNTY all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 15.5. This Contract may also be terminated by the Board:
- 15.5.1. Upon the disqualification of CONTRACTOR as a CBE firm by COUNTY's Director of the Office of Economic and Small Business Development if CONTRACTOR's status as CBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR;
- 15.5.2. Upon the disqualification of CONTRACTOR by COUNTY's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the CBE contractual obligations;
- 15.5.3. Upon the disqualification of one or more of CONTRACTOR's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a CBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR or such participant;
- 15.5.4. Upon the disqualification of one or more of CONTRACTOR's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development

if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement;

15.5.5. If CONTRACTOR is determined by COUNTY's Director of the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or CBE participant. If so determined, CONTRACTOR shall not be awarded CBE participation credit.

Article 16: Suspension of Work

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

Article 17: Assignment

Neither party hereto shall assign the Contract or any subcontract in whole or in part without the written consent of the other, nor shall CONTRACTOR assign any monies due or to become due to it hereunder, without the previous written consent of the County Administrator.

Article 18: Rights of Various Interests

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

Article 19: Explosives

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

Article 20: Differing Site Conditions

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, CONTRACTOR, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify CONTRACT

ADMINISTRATOR and CONSULTANT in writing of the existence of the aforesaid conditions. CONSULTANT and CONTRACT ADMINISTRATOR shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of CONTRACT ADMINISTRATOR, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, CONTRACT ADMINISTRATOR may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If CONTRACT ADMINISTRATOR and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to CONSULTANT for determination in accordance with the provisions of Article 12. No request by CONTRACTOR for an equitable adjustment to the Contract under this provision shall be allowed unless CONTRACTOR has given written notice to CONTRACT ADMINISTRATOR in strict accordance with the provisions of this Article.

No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by CONTRACT ADMINISTRATOR as the date of substantial completion.

Article 21: Plans and Working Drawings

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

Article 22: CONTRACTOR to Check Plans, Specifications, and Data

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

Article 23: CONTRACTOR's Responsibility for Damages and Accidents

- 23.1. CONTRACTOR shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by COUNTY, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 30.
- 23.2. CONTRACTOR shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by COUNTY, CONTRACTOR shall replace same without cost to COUNTY, except as provided in Article 30.

Article 24: Warranty

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

Article 25: Supplementary Drawings

- 25.1. When, in the opinion of CONSULTANT, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by CONSULTANT.
- 25.2. The supplementary drawings shall be binding upon CONTRACTOR with the same force as the Contract Documents. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

Article 26: Defective Work

- 26.1. CONSULTANT shall have the authority to reject or disapprove Work which CONSULTANT finds to be defective. If required by CONSULTANT, CONTRACTOR shall promptly either correct all defective work or remove such defective Work and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- 26.2. Should CONTRACTOR fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by CONSULTANT, COUNTY shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR's expense. Any expense incurred by COUNTY in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR, or may be charged against the Performance Bond. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, COUNTY may declare CONTRACTOR in default.
- 26.3. If, within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR, after receipt of written notice from COUNTY, shall promptly correct such defective or nonconforming Work within the time specified by COUNTY without cost to COUNTY, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have

under the Contract Documents, including, but not limited to, Article 24 hereof and any claim regarding latent defects.

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

Article 27: Taxes

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

Article 28: Subcontracts

- 28.1. Each subcontractor must possess certificates of competency and licenses required by law. CONTRACTOR shall have a continuing obligation to notify COUNTY and CONSULTANT of any change in subcontractors.
- 28.2. CONTRACTOR shall not employ any subcontractor against whom COUNTY or CONSULTANT may have a reasonable objection. CONTRACTOR shall not be required to employ any subcontractor against whom CONTRACTOR has a reasonable objection.
- 28.3. CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and COUNTY or any obligation on the part of COUNTY to pay or to see the payment of any monies due any subcontractor. COUNTY or CONSULTANT may furnish to any subcontractor evidence of amounts paid to CONTRACTOR on account of specific work performed.
- 28.4. CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY.
- 28.5. CONTRACTOR shall perform the Work with its own organization, amounting to not less than 50 percent of the Contract Price.

Article 29: Separate Contracts

- 29.1. COUNTY reserves the right to let other contracts in connection with this Project. CONTRACTOR shall afford other persons reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this Work with theirs.
- 29.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any other persons, CONTRACTOR shall inspect and promptly report to CONSULTANT any defects in such Work that render it unsuitable for such proper

execution and results. CONTRACTOR's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of CONTRACTOR's Work, except as to defects which may develop in other CONTRACTOR's Work after the execution of CONTRACTOR's Work.

- 29.3. CONTRACTOR shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, CONTRACTOR shall be liable to the affected contractor for the cost of such interference or impact.
- 29.4. To insure the proper execution of subsequent Work, CONTRACTOR shall inspect the Work already in place and shall at once report to CONSULTANT any discrepancy between the executed Work and the requirements of the Contract Documents.

Article 30: Use of Completed Portions

- 30.1. COUNTY shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents. If such possession and use increases the cost of or delays the Work, CONTRACTOR shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by CONSULTANT and approved by COUNTY.
- 30.2. In the event COUNTY takes possession of any completed or partially completed portions of the Project, the following shall occur:
 - 30.2.1. COUNTY shall give notice to CONTRACTOR in writing at least thirty (30) calendar days prior to COUNTY's intended occupancy of a designated area.
 - 30.2.2. CONTRACTOR shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion (Form 007600-1) from CONSULTANT.
 - 30.2.3. Upon CONSULTANT's issuance of a Certificate of Substantial Completion, COUNTY will assume full responsibility for maintenance, utilities, subsequent damages of COUNTY and public, adjustment of insurance coverages and start of warranty for the occupied area.
 - 30.2.4. CONTRACTOR shall complete all items noted on the Certificate of Substantial Completion within the time specified by CONSULTANT on the Certificate of Substantial Completion, as soon as possible and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, CONSULTANT shall issue a Final Certificate of Payment relative to the occupied area.
 - 30.2.5. If COUNTY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by COUNTY and CONTRACTOR and to which the insurance company or companies providing the

property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of CONTRACTOR and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

Article 31: Lands for Work

- 31.1. COUNTY shall provide, as may be indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated by COUNTY for the use of CONTRACTOR.
- 31.2. CONTRACTOR shall provide, at CONTRACTOR's own expense and without liability to COUNTY, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. CONTRACTOR shall furnish to COUNTY copies of written permission obtained by CONTRACTOR from the owners of such land.

Article 32: Legal Restrictions and Traffic Provisions

CONTRACTOR shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and CONTRACTOR's general operations. CONTRACTOR shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

Article 33: Location and Damage to Existing Facilities, Equipment, or Utilities

- 33.1. As far as possible, all existing utility lines in the Project area have been shown on the plans. However, COUNTY does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the CONTRACTOR'S responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to the CONTRACTOR because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof.
- 33.2. The CONTRACTOR shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the CONTRACTOR shall be paid by the CONTRACTOR. All charges by utility companies for temporary support of its utilities shall be paid for by the CONTRACTOR. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the CONTRACTOR for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

- 33.3. The CONTRACTOR shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. The CONTRACTOR shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the CONTRACTOR for any loss of time or delay.
- 33.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The COUNTY reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the CONTRACTOR. All such repairs made by the CONTRACTOR are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

Article 34: Value Engineering

CONTRACTOR may request substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price by making such request to CONSULTANT in writing. CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated without CONSULTANT's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. However, any substitution accepted by CONSULTANT shall not result in any increase in the Contract Price or Contract Time. By making a request for substitution, CONTRACTOR agrees to pay directly to CONSULTANT all CONSULTANT's fees and charges related to CONSULTANT's review of the request for substitution, whether or not the request for substitution is accepted by CONSULTANT. Any substitution submitted by CONTRACTOR must meet the form, fit, function and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including CONSULTANT review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between CONTRACTOR and COUNTY and shall be processed as a deductive Change Order. COUNTY may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute approved after award of the Contract.

Article 35: Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with COUNTY, including disputes or disagreements concerning a request for a Change Order, a request for a change in the Contract Price or Contract Time. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

Article 36: Changes in the Work or Terms of Contract Documents

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

accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

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

Article 37: Field Orders and Supplemental Instructions

- 37.1. The CONTRACT ADMINISTRATOR, through CONSULTANT, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.
- 37.2. CONSULTANT shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

Article 38: Change Orders

- 38.1. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Broward County Procurement Code, as amended from time to time.
- 38.2. CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the COUNTY. Upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the Work set forth within the document.
- 38.3. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, COUNTY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to CONSULTANT as set forth in Article 12 hereof. During the pendency of the dispute, and upon receipt of a Change Order approved by COUNTY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the CONSULTANT and CONTRACT ADMINISTRATOR in writing within seven (7) calendar days of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- 38.4. On approval of any Contract change increasing the Contract Price, CONTRACTOR shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.

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

Article 39: Value of Change Order Work

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

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

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

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

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

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

39.2.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless COUNTY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to COUNTY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to COUNTY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by COUNTY with the advice of CONSULTANT and the costs of transportation,

loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

39.2.3. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by COUNTY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to COUNTY who will then determine, with the advice of CONSULTANT, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

39.2.4. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

39.2.5. Supplemental costs including the following:

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

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

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

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

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

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

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

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

- 39.3.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the Work and not specifically included in the agreed-upon schedule of job classifications referred to in Section 39.2.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.
- 39.3.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- 39.3.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 39.3.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.
- 39.3.5. Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 39.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 39.2.
- 39.4. CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:
 - 39.4.1. A mutually acceptable fixed fee, or if none can be agreed upon; or
 - 39.4.2. A fee based on the following percentages of the various portions of the cost of the work:
 - 39.4.2.1. For costs incurred under Sections 39.2.1 and 39.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).
 - 39.4.2.2. For costs incurred under Section 39.2.3, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and
 - 39.4.2.3. No fee shall be payable on the basis of costs itemized under Sections 39.2.4 and 39.2.5, (except Section 39.2.5.3), and Section 39.3.

- 39.5. The amount of credit to be allowed by CONTRACTOR to COUNTY for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.
- 39.6. Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, CONTRACTOR will submit in a form acceptable to CONSULTANT an itemized cost breakdown together with the supporting data.
- 39.7. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 39.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to CONSULTANT and CONTRACT ADMINISTRATOR.
- 39.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
- 39.8.2. Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.
- 39.9. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

Article 40: Notification and Claim for Change of Contract Time or Contract Price

- 40.1. Any claim for a change in the Contract Time or Contract Price shall be made by written notice by CONTRACTOR to the CONTRACT ADMINISTRATOR and to CONSULTANT within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by CONTRACTOR of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the CONTRACT ADMINISTRATOR and CONSULTANT (hereinafter "Claim Notice"). The Claim Notice shall include CONTRACTOR's written notarized certification that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. If the CONTRACT ADMINISTRATOR and CONTRACTOR cannot resolve a claim for changes in the Contract Time or Contract Price as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the CONTRACT ADMINISTRATOR and CONSULTANT, then CONTRACTOR shall submit the claim to CONSULTANT within five (5) calendar days from the date of impasse in accordance with Article 12 hereof. IT

IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

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

Article 41: No Damages for Delay

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

Article 42: Excusable Delay; Compensable; Non-Compensable

- 42.1. Excusable Delay. Delay which extends the completion of the Work and which is caused by circumstances beyond the control of CONTRACTOR or its subcontractors, suppliers or vendors are Excusable Delay.
- 42.2. CONTRACTOR is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. CONTRACTOR shall document its claim for any time extension as provided in Article 40 hereof.
- 42.3. Failure of CONTRACTOR to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.
- 42.4. Excusable Delay may be compensable or non-compensable:
- 42.4.1. Compensable Excusable Delay. Excusable Delay is compensable when
 - 42.4.1.1. the delay extends the Contract Time,
 - 42.4.1.2. is caused by circumstances beyond the control of the CONTRACTOR or its subcontractors, suppliers or vendors, and

- 42.4.1.3. is caused solely by fraud, bad faith or active interference on the part of COUNTY or its agents.

In no event shall CONTRACTOR be compensated for interim delays which do not extend the Contract Time.

CONTRACTOR shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by CONTRACTOR shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

COUNTY and CONTRACTOR recognize and agree that the amount of CONTRACTOR's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the CONTRACTOR shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate CONTRACTOR for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by CONTRACTOR. The amount of liquidated indirect costs recoverable shall be \$1,100.00 per day for each calendar day the Contract is delayed due to a Compensable Excusable Delay.

42.4.2. Non-Compensable Excusable Delay. When Excusable Delay is

- 42.4.2.1. caused by circumstances beyond the control of CONTRACTOR, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the COUNTY or CONSULTANT, or
- 42.4.2.2. is caused jointly or concurrently by CONTRACTOR or its subcontractors, suppliers or vendors and by the COUNTY or CONSULTANT, then CONTRACTOR shall be entitled only to a time extension and no further compensation for the delay.

Article 43: Substantial Completion

When CONTRACTOR considers that the Work, or a portion thereof designated by COUNTY pursuant to Article 30 hereof, has reached Substantial Completion, CONTRACTOR shall so notify COUNTY and CONSULTANT in writing. CONSULTANT and COUNTY shall then promptly inspect the Work. When CONSULTANT, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion in the form attached hereto as Form 00925. The CONTRACT ADMINISTRATOR shall affix its determination to the Certificate of Substantial Completion which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of COUNTY and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, and insurance. The CONSULTANT

and COUNTY shall develop and the CONTRACTOR shall review the list of all Work yet to be completed by CONTRACTOR to satisfy the requirements of the Contract Documents for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to the CONTRACTOR within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five days. The failure to include any items of corrective Work on such list does not alter the responsibility of CONTRACTOR to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to COUNTY through the CONTRACT ADMINISTRATOR and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such Certificate.

Article 44: No Interest

Any monies not paid by COUNTY when claimed to be due to CONTRACTOR under this Contract, including, but not limited to, any and all claims for contract damages of any type, shall not be subject to interest including, but not limited to, prejudgment interest. However, the provisions of COUNTY's prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes, as such relates to the payment of interest, shall apply to valid and proper invoices.

Article 45: Shop Drawings

- 45.1. CONTRACTOR shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- 45.2. Within thirty (30) calendar days after the Project Initiation Date specified in the Notice to Proceed, CONTRACTOR shall submit to CONSULTANT a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by CONSULTANT shall in no way relieve CONTRACTOR from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.
- 45.3. After the approval of the list of items required in Section 45.2 above, CONTRACTOR shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. CONTRACTOR shall include all shop drawings and other submittals in its certification.
- 45.4. CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- 45.5. If the Shop Drawings show or indicate departures from the Contract requirements, CONTRACTOR shall make specific mention thereof in its letter of transmittal. Failure to

point out such departures shall not relieve CONTRACTOR from its responsibility to comply with the Contract Documents.

- 45.6. CONSULTANT shall review and approve Shop Drawings within fifteen (15) calendar days from the date received, unless said Drawings are rejected by CONSULTANT for material reasons. CONSULTANT's approval of Shop Drawings will be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or Work required by 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 approved by CONSULTANT. Approval shall not relieve CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.
- 45.7. No approval will be given to partial submittals of Shop Drawings for items which interconnect 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 CONSULTANT along with its comments as to compliance, noncompliance, or features requiring special attention.
- 45.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.
- 45.9. CONTRACTOR shall submit the number of copies required by CONSULTANT. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- 45.10. CONTRACTOR shall keep one set of Shop Drawings marked with CONSULTANT's approval at the job site at all times.

Article 46: Field Layout of the Work and Record Drawings

- 46.1. The entire responsibility for establishing and maintaining line and grade in the field lies with CONTRACTOR. CONTRACTOR shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. CONTRACTOR shall deliver these records in good order to CONSULTANT as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to CONSULTANT prior to, and as a condition of, final payment.
- 46.2. CONTRACTOR shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to CONSULTANT for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be

delivered to the CONTRACT ADMINISTRATOR.

- 46.3. Prior to, and as a condition precedent to Final Payment, CONTRACTOR shall submit to COUNTY, CONTRACTOR's record drawings or as-built drawings acceptable to CONSULTANT.

Article 47: Safety and Protection

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

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

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

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

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

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

Article 48: Final Bill of Materials

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

Article 49: Payment by COUNTY for Tests

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

Article 50: Project Sign

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

Article 51: Hurricane Precautions

- 51.1. During such periods of time as are designated by the United States Weather Bureau as being a hurricane watch or warning, the CONTRACTOR, at no cost to the COUNTY, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the COUNTY or CONSULTANT has given notice of same.
- 51.2. Compliance with any specific hurricane watch or warning precautions will not constitute additional work.
- 51.3. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the COUNTY has directed such suspension, will entitle the CONTRACTOR to additional Contract Time as noncompensable, excusable delay, and shall not give rise to a claim for compensable delay.

Article 52: Cleaning Up; COUNTY's Right to Clean Up

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

Article 53: Removal of Equipment

In case of termination of this Contract before completion for any cause whatsoever,

CONTRACTOR, if notified to do so by COUNTY, shall promptly remove any part or all of CONTRACTOR's equipment and supplies from the property of COUNTY, failing which COUNTY shall have the right to remove such equipment and supplies at the expense of CONTRACTOR.

Article 54: EEO and OESBD Compliance

54.1. Nondiscrimination, Equal Employment Opportunity, And Americans With Disabilities Act

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, age, color, sex, national origin, political affiliation, familial status, disability, pregnancy, sexual orientation, gender identity or expression, marital status or political affiliation in the performance of this Contract, or in subcontracting work in the performance of this Contract and shall not otherwise unlawfully discriminate in violation of Chapter 16½ of the Broward County Code of Ordinances, as may be amended from time to time. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

54.1.2. CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

54.1.3. By execution of this Contract, CONTRACTOR represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). COUNTY hereby materially relies on such representation in entering

into this Contract. An untrue representation of the foregoing shall entitle COUNTY to terminate this Contract and recover from CONTRACTOR all monies paid by COUNTY pursuant to this Contract, and may result in debarment from COUNTY's competitive procurement activities.

54.2. COUNTY BUSINESS ENTERPRISE ("CBE") COMPLIANCE

In completing this Project, CONTRACTOR agrees to and shall comply with COUNTY Business Enterprise Act of 2009 (Broward County Ordinance No. 2009-40), as may be amended from time to time, hereinafter referred to as the "Act," which provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts.

Failure by CONTRACTOR to carry out any of the CBE Program requirements shall constitute a material breach of this Contract, which shall permit COUNTY to terminate this Contract or to exercise any other remedy available under this Contract, under the Broward County Administrative Code, under the Broward County Code of Ordinances, or under applicable law, all of which remedies being cumulative.

CONTRACTOR acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Economic and Small Business Development (OESBD), may make minor administrative modifications to the CBE Program which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to CONTRACTOR and shall include a deadline for CONTRACTOR to notify COUNTY if CONTRACTOR concludes that the modification exceeds the authority of this section of this Contract. 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.

The COUNTY shall review each proposed modification to this Contract that, by itself or aggregated with previous modifications, increase the contract value of this Contract by ten percent (10%) of the initial contract value, or Fifty Thousand Dollars (\$50,000) whichever is less, for opportunities to include or increase the participation of CBE firms, already involved on this Contract.

54.2.1. COUNTY and CONTRACTOR agree that prime and subcontract awards to CBE firms are crucial to the achievement of COUNTY's CBE participation goals. In an effort to assist COUNTY in achieving its established goals for this Project, CONTRACTOR agrees to meet the current CBE participation goals established by COUNTY.

54.2.1.1. This Contract has the following CBE participation goals: 20 percent.

54.2.1.2. CONTRACTOR may not terminate for convenience a certified CBE listed as a subcontractor in the CONTRACTORS bid or offer

without the County's prior written consent, which consent shall not be unreasonable withheld. CONTRACTOR shall inform COUNTY immediately when a CBE firm is not able to perform or if CONTRACTOR believes the CBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONTRACTOR to substitute the CBE firm with another CBE firm. Whenever a certified CBE subcontractor is terminated for any reason, including for cause, CONTRACTOR shall make good faith efforts to find another certified CBE firm to perform the work required of the original CBE firm.

54.2.2. CONTRACTOR has committed to the CBE performance delineated on Form 004339-2, Schedule of Participation. CONTRACTOR shall, in performing services for this Project, incorporate the names, addresses, scope of work, and dollar value of CBE participation on the Schedule of Participation into CONTRACTOR's contracts. CONTRACTOR understands that each CBE firm utilized on the Project to meet the participation goals must be certified by the Broward County Office of Economic and Small Business Development. CONTRACTOR agrees to enter into contracts with CBE subcontractors which are listed on the Schedule of Participation upon execution of this Contract and to provide copies of its contracts with such persons to the CONTRACT ADMINISTRATOR and the Broward County Office of Economic and Small Business Development. CONTRACTOR may not deviate from the CBEs delineated in the Schedule of Participation, without the prior approval of the OESBD (or designee).

54.2.3. CONTRACTOR understands that it is the responsibility of the CONTRACT ADMINISTRATOR and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard, CONTRACTOR agrees to furnish a Monthly CBE Utilization Report (Form 007500-6), to both the CONTRACT ADMINISTRATOR and the Broward County Office of Economic and Small Business Development on the progress of CBE participation commencing with the first payment application. This form may be changed by the CONTRACT ADMINISTRATOR for form and/or content during the course of the project. CONTRACTOR shall coordinate with CONTRACT ADMINISTRATOR prior to all Application for Payment to ensure use of CONTRACT ADMINISTRATOR's current requirements for form and content of the Monthly CBE Utilization Report. All reports shall include the name and business address of each CBE firm solicited by CONTRACTOR to work as a subcontractor in this Contract and the responses received by CONTRACTOR to such solicitation; the name and business address of each CBE firm actually involved in this Contract, a description of the work performed and/or product or service supplied by the CBE firms; the date and amount of each expenditure; the CBE status of any contractor performing any portion of this Contract; and any other information requested by COUNTY which may assist COUNTY in determining the CONTRACTOR's compliance with its contractual obligations, or may assist in the implementation and enforcement of the Act. The submission of the report required by this subparagraph shall be a condition of payment to CONTRACTOR.

54.2.4. In the event of CONTRACTOR's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of CBE participation), the affected CBE firm shall have the right to exercise the following remedies if the noncompliance is or was due to no fault of the CBE firm, and due to the willful action or omission of CONTRACTOR:

54.2.4.1. The affected CBE firm shall be entitled to damages pursuant to its Contract with CONTRACTOR.

54.2.4.2. If a subcontractor or other similarly-situated person institutes an arbitration proceeding claiming non-compliance with the Act by CONTRACTOR, then only in such event shall the remedies include an undertaking by CONTRACTOR to submit any dispute concerning such damages to binding arbitration by an independent arbitrator. However, binding arbitration shall not be available as to any dispute between CONTRACTOR and COUNTY; nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceedings. An arbitrator may award reasonable attorney's fees and costs against a non-prevailing party.

54.2.4.3. Nothing under this Subsection 54.2.4 shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Contract.

54.2.5. CONTRACTOR agrees that nonpayment of a CBE subcontractor as required by Article 5 of the Contract shall be a material breach of this Contract and that COUNTY's CONTRACT ADMINISTRATOR may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such subcontractors. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Subsection 54.2.5 shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its subcontractor.

54.2.6. COUNTY shall have access without limitation to CONTRACTOR's books and records including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow COUNTY to determine CONTRACTOR's compliance with its commitment to CBE participation and the status of any CBE firm performing any portion of this Contract. On-site reviews to monitor the CONTRACTOR's progress in achieving and maintaining CBE obligations will be carried out by the CONTRACT ADMINISTRATOR in conjunction with the Office of Economic and Small Business Development (or designee).

54.2.7. If CONTRACTOR fails to comply with the requirements of this Contract or the requirements of the County Business Enterprise Act of 2009, COUNTY shall have the right to exercise any administrative remedies provided by the Business Opportunity Act of 2004, or any other right or remedy provided in this Contract or under applicable law, with all such rights and remedies being cumulative.

Article 55: Project Records

CONTRACTOR and its subcontractors shall maintain all books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for additional compensation made by CONTRACTOR, including, without limitation, complete and correct records of payments to each of its subcontractors. For each subcontractor, the books and records and accounts shall reflect each payment to the subcontractor and the cumulative total of the payments made to the subcontractor. COUNTY shall have the right to inspect and copy, at COUNTY's expense, the books and records and accounts of CONTRACTOR and its subcontractors which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR and its subcontractors which relate to the Project and to any claim for additional compensation made by CONTRACTOR. CONTRACTOR and its subcontractors shall retain and make available to COUNTY all such books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following Final Completion of the Project. During the Project and the three (3) year period following Final Completion of the Project, CONTRACTOR shall provide COUNTY access to its books and records and accounts upon seventy-two (72) hours written notice

Article 56: Domestic Partnership Requirement

CONTRACTOR certifies and represents that it will comply with the COUNTY's Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances, 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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SECTION 07300: CONTRACT SUPPLEMENTAL GENERAL CONDITIONS

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See attached pages B-1 through B-6,

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07300 SUPPLEMENTAL GENERAL CONDITIONS

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

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underlined type are additions to existing text.

1. Article 20, Differing Site Conditions, and Article 34, Value Engineering, of the Contract General Conditions are hereby deleted and replaced with the following (original underlining omitted):

Article 20 – Differing Site Conditions

[Intentionally Left Blank]

* * *

Article 34 – Value Engineering

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2. Article 54, EEO and CBE Compliance, Sections 54.1 and 54.2, of the Contract General Conditions are hereby deleted and replaced with the following:

54.1 No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract. CONTRACTOR shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Contract. 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.

CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors, subconsultants, 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.

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.

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

54.2 The CBE Program, which is implemented under the Broward County Business Opportunity Act of 2012 (Broward County Ordinance No. 2012-33 as may be amended from time to time), referred to as the "Act," provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. In completing this Project, CONTRACTOR agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the Contract. CONTRACTOR acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Equal Opportunity, may make minor administrative modifications to the CBE Program which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to CONTRACTOR and shall include a deadline for CONTRACTOR to notify COUNTY if CONTRACTOR concludes that the modification exceeds the authority of this section of this Contract. 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.

The COUNTY shall have the right to review each proposed amendment, extension, modification, or change order to this Contract that, by itself or



aggregated with previous amendments, extensions, modifications, or change orders increases the initial Contract price by ten percent (10%), for opportunities to include or increase the participation of CBE firms already involved in this Contract. CONTRACTOR shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Office of Economic and Small Business Development.

54.3 The Parties acknowledge that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. CONTRACTOR understands that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. In an effort to assist COUNTY in achieving its established goal for this Project, CONTRACTOR agrees to meet the following CBE participation goal by utilizing the CBE firms for the work and the percentage of work amounts described in Section 54.4:

CONTRACTOR has committed to *Twenty and nine-one hundredths* percent (20.9%) CBE participation.

CONTRACTOR may not terminate for convenience a CBE firm listed as a subcontractor in the CONTRACTOR'S bid or offer without the County's prior written consent, which consent shall not be unreasonably withheld. CONTRACTOR shall inform COUNTY immediately when a CBE firm is not able to perform or if CONTRACTOR believes the CBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONTRACTOR to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including for cause, CONTRACTOR shall with notice to and concurrence of the Broward County Office of Economic and Small Business Development Division, substitute another CBE firm in order to meet the level of CBE participation provided herein. Such substitution shall not be required in the event the termination results from COUNTY changing the Scope of Work hereunder and there is no available CBE to perform the new Scope of Work.

54.4 In performing services for this Project, the Parties hereby incorporate CONTRACTOR's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter of Intent (Form 004339-1) into this Contract. Upon execution of this Contract by COUNTY, CONTRACTOR shall enter into a formal contract with the CBE firms CONTRACTOR selected to fulfill the CBE participation goal for this Contract and agrees to provide copies of its contracts with such firms to



the Contract Administrator and the Broward County Office of Economic and Small Business Development.

54.5 CONTRACTOR shall allow COUNTY to engage in on-site reviews to monitor CONTRACTOR's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development. COUNTY shall have access, without limitation, to CONTRACTOR's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow COUNTY to determine CONTRACTOR's compliance with its commitment to the CBE participation goal and the status of any CBE firm performing any portion of this Contract.

54.6 CONTRACTOR understands that it is the responsibility of the Contract Administrator and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard, CONTRACTOR shall report monthly regarding compliance with its CBE obligations in accordance with Article 5, "Progress Payments," of this Contract.

54.7 In the event of CONTRACTOR's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the CBE firm, and alleged to be due to the willful action or omission of CONTRACTOR:

54.7.1 The affected CBE firm shall be entitled to damages pursuant to its agreement with CONTRACTOR.

54.7.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by CONTRACTOR, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between CONTRACTOR and COUNTY, nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceeding.

54.7.3 Nothing under this Section 54.7 shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Contract.

54.8 Nonpayment of a CBE subcontractor, subconsultant or supplier as required by this Contract shall be a material breach of this Contract and



that COUNTY's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such subcontractor, subconsultant or supplier. CONTRACTOR agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 54.8 shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its CBE subcontractor, subconsultant or supplier.

54.9 If CONTRACTOR fails to comply with the requirements of this Contract, or the requirements of the Broward County Business Opportunity Act of 2012, COUNTY shall have the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2012, or any other right or remedy provided in the Administrative Procedures of the Office of Economic and Small Business Development, this Contract, or under applicable law, with all such rights and remedies being cumulative.

3. Article 55, Project Records, of the Contract General Conditions, is hereby retitled "Public Records and Project Records" and revised to read as follows:

55.1 COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is a Contractor acting on behalf of COUNTY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

55.1.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Contract;

55.1.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

55.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

55.1.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information



technology systems of COUNTY.

The failure of CONTRACTOR to comply with the provisions set forth in this Section shall constitute a default and breach of this Contract, and COUNTY shall enforce the default in accordance with the provisions set forth in Article 15.

55.2 CONTRACTOR and its subcontractors shall maintain all books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for additional compensation made by CONTRACTOR, including, without limitation, complete and correct records of payments to each of its subcontractors. For each subcontractor, the books and records and accounts shall reflect each payment to the subcontractor and the cumulative total of the payments made to the subcontractor. COUNTY shall have the right to inspect and copy, at COUNTY's expense, the books and records and accounts of CONTRACTOR and its subcontractors which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR and its subcontractors which relate to the Project and to any claim for additional compensation made by CONTRACTOR. CONTRACTOR and its subcontractors shall retain and make available to COUNTY all such books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following Final Completion of the Project. During the Project and the three (3) year period following Final Completion of the Project, CONTRACTOR shall provide COUNTY access to its books and records and accounts upon seventy-two (72) hours written notice

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SECTION 007343: CONTRACT SUPPLEMENTAL WAGE REQUIREMENTS

1. Prevailing Wage Rate Ordinance - This Project is not federally funded. If the Contract is in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00), the following sections shall apply.
 - 1.1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision is attached hereto).
 - 1.2. All mechanics, laborers, and apprentices, employed or working directly upon the site of the Work shall be paid in accordance with the above referenced wage rates. CONTRACTOR shall post notice of these provisions at the site of the Work in a prominent place where it can be easily seen by the workers.
 - 1.3. If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the CONTRACT ADMINISTRATOR shall submit the question, together with its recommendation, to the County Administrator for final determination.
 - 1.4. In the event it is found by the CONTRACT ADMINISTRATOR that any laborer or mechanic or apprentice employed by CONTRACTOR, or any subcontractor directly on the site of the Work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the CONTRACT ADMINISTRATOR may (1) by written notice to CONTRACTOR terminate its right to proceed with the Work or such part of Work for which there has been a failure to pay said required wages; and (2) prosecute the Work or portion thereof to completion by contract or otherwise. Whereupon, CONTRACTOR and its sureties shall be liable to COUNTY for any excess costs occasioned to COUNTY thereby.
 - 1.5. Sections 1.1 through 1.4 above shall apply to this Contract to the extent that it is (1) a prime Contract subject to the ordinance; or (2) a Subcontract also subject to the ordinance under such prime Contract.
 - 1.6. CONTRACTOR shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.
 - 1.7. CONTRACTOR shall submit, with each requisition for payment, a signed and sworn "Statement of Compliance" (Form 007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

- 1.8. The CONTRACT ADMINISTRATOR may withhold or cause to be withheld from CONTRACTOR so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by CONTRACTOR or any Subcontractor on the work, the full amount of wages required by the Contract.
- 1.9. If CONTRACTOR or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by the Contract, the CONTRACT ADMINISTRATOR may, after written notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

2. Federal Grant Projects:

- 2.1. By virtue of the fact that the funding of this Project will be delivered in full or in part from the United States government through _____ and (Federal Agency) referred to as _____ No. _____, Federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in Federal Register or CFR.
- 2.2. Clauses, terms, or conditions required by federal grantor agency are hereby attached and made a part of the Contract Documents.

SECTION 007363: CONTRACT SUPPLEMENTAL SECURITY REQUIREMENTS

If box is X, the following paragraph is applicable for this Contract:

Security Background verification, fingerprinting and identification badging is required for all work conducted in Security Identification Display Areas (SIDA). The prime contractor is responsible for managing, obtaining and complying with all requirements of the above for their own firm as well as all of their subcontractors on their team. The prime contractor and all sub-contractors are responsible for all costs associated with complying with the terms and conditions of this security requirement including but not limited to any fines levied (including against BCAD) due to its non compliance with SIDA or Airport Security rules.