



Finance and Administrative Services Department

**PURCHASING DIVISION**

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

**TRANSMITTED VIA EMAIL**

March 16, 2022

Michael Martinez  
Horsepower Electric, Inc.  
8105 W. 20th Avenue  
Hialeah, FL, 33014  
Email: [mike@horsepowerelectric.com](mailto:mike@horsepowerelectric.com)

RE: Solicitation No. PNC2122875B1 Miscellaneous Traffic and Roadway Construction  
Award Amount: \$ 19,722,806.47  
Bond Amount: \$7,889,122.59

Dear Mike Martinez,

This is to confirm that the Board of County Commissioners at its meeting held on March 15, 2022, under Agenda Item No.45, has conditionally accepted your solicitation response on the subject solicitation.

**This Award is subject to terms and conditions below and the Vendor is cautioned not to proceed until the items indicated have been satisfied.** Goods or Services covered under this procurement must not be delivered or initiated until an official Purchase Order is issued **(and Notice to Proceed, if applicable)**.

Please arrange with Purchasing Agent, Stacy-Ann Brown for submission of required Performance and Payment Guaranty (pursuant to Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements section of the subject solicitation). The [Performance](#) and [Payment](#) Bond forms are available on the [Purchasing Division website](#).

To ensure the bonds are filled in completely and accurately, it is suggested that a copy of the bonds be emailed to the Purchasing Agent at [stabrown@broward.org](mailto:stabrown@broward.org) for review prior to recording with the Broward County Records, Taxes and Treasury Division. Please use the following contract date ["by written agreement dated the"]: March 15, 2022.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, Performance and Payment bonds must be recorded by the Vendor with the Broward County Records, Taxes and Treasury Division.

Once finalized and recorded, the originals MUST be provided to the Purchasing Division prior to the issuance of a Procurement Contract.

Failure to provide the above required documentation by close of business on Monday, March 28, 2022 may cause your firm to be considered non-responsible and this contingent Award to your firm may be rescinded.

Sincerely,

Robert Gleason, Director  
Purchasing Division

By: STACY-ANN BROWN Digitally signed by STACY-ANN BROWN  
Date: 2022.03.16 11:19:44 -0400  
Stacy-Ann Brown, Purchasing Agent

C: Eduardo Martin, Highway Construction and Engineering Division

Award Letter Contingent to Vendor  
Rev. 1/20/2022

# Bid No. PNC2115695B1

## Miscellaneous Traffic and Roadway Construction

Item ID	Item Description	UOM	Base Price
PNC2122875B1_1_001	COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE-FDOT PAY ITEM No. 0102 3	CUY	5.00000
PNC2122875B1_1_002	TRAFFIC CONTROL OFFICER-FDOT PAY ITEM No. 0102 14	HR	60.00000
PNC2122875B1_1_003	WORK ZONE SIGN-FDOT PAY ITEM No. 0102 60	DAY	1.00000
PNC2122875B1_1_004	BUSINESS SIGN-FDOT PAY ITEM No. 0102 61	EA	15.00000
PNC2122875B1_1_005	TEMPORARY BARRIER WALL FURNISH AND INSTALL LOW PROFILE CONCRETE-FDOT PAY ITEM No. 0102 71 13	LFT	5.00000
PNC2122875B1_1_006	TEMPORARY BARRIER WALL RELOCATE LOW PROFILE CONCRETE-FDOT PAY ITEM No. 0102 71 23	LFT	2.00000
PNC2122875B1_1_007	TEMPORARY GUARDRAIL-FDOT PAY ITEM No. 0102 73	LFT	20.00000
PNC2122875B1_1_008	CHANNELIZING DEVICE TYPES I II DI VP DRUM OR LCD-FDOT PAY ITEM No. 0102 74 1	DAY	0.50000
PNC2122875B1_1_009	CHANNELIZING DEVICE PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)-FDOT PAY ITEM No. 0102 74 8 (Listed as 0102747 in current agreement)	LFT	1.05000
PNC2122875B1_1_010	ARROW BOARD/ADVANCE WARNING ARROW PANEL-FDOT PAY ITEM No. 0102 76	DAY	10.00000
PNC2122875B1_1_011	TEMPORARY RAISED/RETROREFLECTIVE PAVEMENT MARKER-FDOT PAY ITEM No. 0102 78	EA	4.03000
PNC2122875B1_1_012	PORTABLE CHANGEABLE MESSAGE SIGN TEMPORARY-FDOT PAY ITEM No. 0102 99	DAY	25.00000
PNC2122875B1_1_013	REMOVABLE TAPE WHITE SOLID 6 INCH-FDOT PAY ITEM No. 0102913 21	LFT	3.45000
PNC2122875B1_1_014	REMOVABLE TAPE WHITE SKIP-FDOT PAY ITEM No. 0102913 22	LFT	3.45000
PNC2122875B1_1_015	REMOVABLE TAPE WHITE 24 INCH STOP BAR-FDOT PAY ITEM No. 0102913 23	LFT	5.00000
PNC2122875B1_1_016	REMOVABLE TAPE WHITE 12 INCH CROSSWALK-FDOT PAY ITEM No. 0102913 24	LFT	4.60000
PNC2122875B1_1_017	REMOVABLE TAPE WHITE MESSAGE SYMBOL OR ARROW-FDOT PAY ITEM No. 0102913 29	EA	287.50000
PNC2122875B1_1_018	REMOVABLE TAPE YELLOW SOLID 6 INCH-FDOT PAY ITEM No. 0102913 31	LFT	3.45000
PNC2122875B1_1_019	REMOVABLE TAPE YELLOW SKIP-FDOT PAY ITEM No. 0102913 32	LFT	3.45000
PNC2122875B1_1_020	SEDIMENT BARRIER-FDOT PAY ITEM No. 0104 10 3	LFT	2.00000
PNC2122875B1_1_021	FLOATING TURBIDITY BARRIER-FDOT PAY ITEM No. 0104 11	LFT	5.00000
PNC2122875B1_1_022	INLET PROTECTION SYSTEM-FDOT PAY ITEM No. 0104 18	EA	60.00000
PNC2122875B1_1_023	LITTER REMOVAL AND DISPOSAL-FDOT PAY ITEM No. 0107 1	ACR	200.00000
PNC2122875B1_1_024	MOWING-FDOT PAY ITEM No. 0107 2. Includes trimming, edging, weeding.	ACR	200.00000
PNC2122875B1_1_025	HRLY LABOR RATE FOR SKILLED LABORERS-Refer to Contract Documents for Details. Includes licensed electrician or journeyman, construction project manager, certified Fiber Optic Technician, Certified Arborist, and any other skilled and certified laborer	HR	140.00000
PNC2122875B1_1_026	HRLY LABOR RATE FOR NON-SKILLED OR CERTIFIED LABORERS-Refer to Contract Documents for Details. Includes non-certified or licensed technicians, helpers, or laborer. Includes all pay/fringe benefits. Orders will be issued on a max NTE amount	HR	95.00000
PNC2122875B1_1_027	HRLY RATE-Refer to Contract Documents for Details. Auger services for up to 60 inches or less diameter holes and slurry truck. Depth of holes may be up to 20 feet. This item covers the cost for the crew, fuel and materials to perform these services	HR	500.00000

PNC2122875B1_1_028	MOBILIZATION FOR EMERGENCIES-Refer to Contract Documents for Details. County emergency use only. Unit price includes full compensation for all work described in the referenced FDOT pay item for projects that needs to be mobilized in less than 24 HRs	EA	2000.00000
PNC2122875B1_1_029	UTILITY LOCATES AND EXCAVATION TEST HOLES-Refer to Contract Documents for Details. Include nondestructive vacuum excavation to expose the utility at all points of possible conflict. Location of exist buried utilities or any structure that have conflict	EA	500.00000
PNC2122875B1_1_030	CLEARING AND GRUBBING (PUSH BUTTON CONTRACT)-FDOT PAY ITEM No. 0110 2 1	ACR	6500.00000
PNC2122875B1_1_031	REMOVAL OF EXISTING CONCRETE PAVEMENT-FDOT PAY ITEM No. 0110 4 10	SQY	30.00000
PNC2122875B1_1_032	TREE PROTECTION BARRIER-FDOT PAY ITEM No. 0110 21	LFT	7.00000
PNC2122875B1_1_033	TREE ROOT AND BRANCH PRUNING-FDOT PAY ITEM No. 0110 22	EA	450.00000
PNC2122875B1_1_034	TREE REMOVAL-FDOT PAY ITEM No. 0110 23. For small trees up to 3.99 inches in Diameter at Breast Height (DBH), and up to 11.99 feet in Canopy.	EA	400.00000
PNC2122875B1_1_035	TREE REMOVAL-FDOT PAY ITEM No. 0110 23. For medium trees between 4 inches to 11.99 inches in Diameter at Breast Height (DBH), and between 12 feet to 24.99 feet in Canopy.	EA	700.00000
PNC2122875B1_1_036	TREE REMOVAL-FDOT PAY ITEM No. 0110 23. For large trees bigger than 10 inches in Diameter at Breast Height (DBH), and bigger than 25 feet in Canopy.	EA	1000.00000
PNC2122875B1_1_037	EMBANKMENT-FDOT PAY ITEM No. 120 6	CUY	36.30000
PNC2122875B1_1_038	FLOWABLE FILL-FDOT PAY ITEM No. 0121 70 2. To be used as temporary during construction only.	CUY	150.00000
PNC2122875B1_1_039	TYPE B STABILIZATION.-FDOT PAY ITEM No. 0160 4	SQY	8.80000
PNC2122875B1_1_040	GROUT PIPE INSTALLATION-FDOT PAY ITEM No. 0173 76	LFT	15.40000
PNC2122875B1_1_041	REWORKING LIMEROCK BASE 6 INCH-FDOT PAY ITEM No. 0210 1 1	SQY	13.20000
PNC2122875B1_1_042	REWORKING LIMEROCK BASE 3 INCH-FDOT PAY ITEM No. 0210 1 9	SQY	5.00000
PNC2122875B1_1_043	LIMEROCK NEW MATERIAL FOR REWORKING BASE-FDOT PAY ITEM No. 0210 2	CUY	50.00000
PNC2122875B1_1_044	OPTIONAL BASE BASE GROUP 05-FDOT PAY ITEM No. 0285705	SQY	26.95000
PNC2122875B1_1_045	OPTIONAL BASE BASE GROUP 06-FDOT PAY ITEM No. 0285706	SQY	29.15000
PNC2122875B1_1_046	OPTIONAL BASE BASE GROUP 09-FDOT PAY ITEM No. 0285709	SQY	31.35000
PNC2122875B1_1_047	OPTIONAL BASE BASE GROUP 15-FDOT PAY ITEM No. 0285715	SQY	82.50000
PNC2122875B1_1_048	TURNOUT CONSTRUCTION DRIVEWAY BASE OPTIONAL MATERIALS-FDOT PAY ITEM No. 0286 1	SQY	48.40000
PNC2122875B1_1_049	TURNOUT CONSTRUCTION ASPHALT OR DRIVEWAY BASE ASPHALT MATERIAL-FDOT PAY ITEM No. 0286 2	TON	200.00000
PNC2122875B1_1_050	MILL EXIST ASPHALT PAVEMENT ONE INCH AVERAGE DEPTH TURN LANE ONLY-FDOT PAY ITEM No. 0327 70 1A. Not to be used with Pay Item No. 0327 70 1B and Pay Item No. 0327 70 1C.	SQY	6.50000
PNC2122875B1_1_051	MILL EXIST ASPHALT PAVEMENT ONE INCH AVERAGE DEPTH INTERSECTION-FDOT PAY ITEM No. 0327 70 1B. Includes turn lanes. Not to be used with Pay Item No. 0327 70 1A and Pay Item No. 0327 70 1C.	SQY	6.00000
PNC2122875B1_1_052	MILL EXIST ASPHALT PAVEMENT ONE INCH AVERAGE DEPTH ROADWAY SEGMENT-FDOT PAY ITEM No. 0327 70 1C. Includes turn lanes and intersections. Not to be used with Pay Item No. 0327 70 1A and Pay Item No. 0327 70 1B.	SQY	6.00000
PNC2122875B1_1_053	MILL EXIST ASPHALT PAVEMENT ONE AND A HALF INCH AVERAGE DEPTH TURN LANE ONLY-FDOT PAY ITEM No. 0327 70 6A. Not to be used with Pay Item No. 0327 70 6B and Pay Item No. 0327 70 6C.	SQY	6.75000

PNC2122875B1_1_054	MILL EXIST ASPHALT PAVEMENT ONE AND A HALF INCH AVERAGE DEPTH INTERSECTION-FDOT PAY ITEM No. 0327 70 6B. Includes turn lanes. Not to be used with Pay Item No. 0327 70 6A and Pay Item No. 0327 70 6C.	SQY	8.80000
PNC2122875B1_1_055	MILL EXIST ASPHALT PAVEMENT ONE AND A HALF INCH AVERAGE DEPTH ROADWAY SEGMENT-FDOT PAY ITEM No. 0327 70 6C. Includes turn lanes and intersections. Not to be used with Pay Item No. 0327 70 6A and Pay Item No. 0327 70 6B.	SQY	6.05000
PNC2122875B1_1_056	SUPERPAVE ASPHALTIC CONCRETE TRAFFIC C-FDOT PAY ITEM No. 0334 1 13	TON	170.50000
PNC2122875B1_1_057	SUPERPAVE ASPHALTIC CONCRETE TRAFFIC C PG76 22-FDOT PAY ITEM No. 0334 1 53	TON	176.00000
PNC2122875B1_1_058	ASPHALTIC CONCRETE FRICTION COURSE TRAFFIC C FC 9.5 PG 76 22-FDOT PAY ITEM No. 0337 7 82	TON	200.00000
PNC2122875B1_1_059	ASPHALTIC CONCRETE FRICTION COURSE TRAFFIC C FC 12.5 PG 76 22-FDOT PAY ITEM No. 0337 7 83	TON	200.00000
PNC2122875B1_1_060	MISCELLANEOUS ASPHALT PAVEMENT-FDOT PAY ITEM No. 0339 1	TON	300.00000
PNC2122875B1_1_061	INLETS CURB TYPE 9	EA	5951.40000
PNC2122875B1_1_062	INLETS CURB TYPE 9 PARTIAL-FDOT PAY ITEM No. 0425 1205	EA	2822.40000
PNC2122875B1_1_063	INLETS CURB TYPES P	EA	6996.15000
PNC2122875B1_1_064	INLETS CURB TYPES P PARTIAL-FDOT PAY ITEM No. 0425 13A5. Includes Inlets Curb Types P 1, P 2, P 3, P 4, P 5, and P 6.	EA	6225.45000
PNC2122875B1_1_065	INLETS CURB TYPES J	EA	8172.15000
PNC2122875B1_1_066	INLETS CURB TYPES J PARTIAL-FDOT PAY ITEM No. 0425 14A5. Includes Inlets Curb Types P 1, P 2, P 3, P 4, P 5, and P 6.	EA	6613.95000
PNC2122875B1_1_067	INLETS CURB TYPE 7	EA	5971.35000
PNC2122875B1_1_068	INLETS CURB TYPE 8	EA	5971.35000
PNC2122875B1_1_069	INLETS DITCH BOTTOM	EA	6836.55000
PNC2122875B1_1_070	INLETS DITCH BOTTOM PARTIAL-FDOT PAY ITEM No. 0425 15A5. Includes Inlets Ditch Bottom Types A, B, C, D, E, F, and G.	EA	5582.85000
PNC2122875B1_1_071	INLETS DITCH BOTTOM TYPE C MODIFY-FDOT PAY ITEM No. 0425 1529	EA	5751.90000
PNC2122875B1_1_072	INLETS DITCH BOTTOM TYPE C MODIFIED BACK OF SIDEWALK	EA	5741.40000
PNC2122875B1_1_073	INLETS GUTTER	EA	6218.10000
PNC2122875B1_1_074	INLETS GUTTER PARTIAL-FDOT PAY ITEM No. 0425 17A5. Includes Inlets Gutter Types S and V.	EA	5508.30000
PNC2122875B1_1_075	INLETS CLOSED FLUME-FDOT PAY ITEM No. 0425 1910	EA	6234.90000
PNC2122875B1_1_076	MANHOLES P-7	EA	5796.00000
PNC2122875B1_1_077	MANHOLES P-7 PARTIAL-FDOT PAY ITEM No. 0425 2 43	EA	2740.50000
PNC2122875B1_1_078	MANHOLES P-8	EA	5796.00000
PNC2122875B1_1_079	MANHOLES P-8 PARTIAL-FDOT PAY ITEM No.0425 2 63	EA	2740.50000
PNC2122875B1_1_080	MANHOLES J-7	EA	6630.75000
PNC2122875B1_1_081	MANHOLES J-7 PARTIAL-FDOT PAY ITEM No. 0425 2 73	EA	5328.75000
PNC2122875B1_1_082	MANHOLES J-8	EA	8036.70000
PNC2122875B1_1_083	MANHOLES J-8 PARTIAL-FDOT PAY ITEM No. 0425 2 93	EA	5724.60000
PNC2122875B1_1_084	INLETS ADJUST-FDOT PAY ITEM No. 0425 4	EA	4716.60000
PNC2122875B1_1_085	MANHOLE ADJUST-FDOT PAY ITEM No. 0425 5	EA	1230.60000
PNC2122875B1_1_086	MANHOLE ADJUST UTILITIES-FDOT PAY ITEM No. 0425 5 1	EA	1230.60000
PNC2122875B1_1_087	VALVE BOXES ADJUST-FDOT PAY ITEM No. 0425 6	EA	1207.50000
PNC2122875B1_1_088	DRAINAGE STRUCTURES MISCELLANEOUS ADJUST-FDOT PAY ITEM No. 0425 82	EA	3520.65000
PNC2122875B1_1_089	MODIFY EXISTING DRAINAGE STRUCTURE-FDOT PAY ITEM No. 0425 82	EA	3520.65000
PNC2122875B1_1_090	REPLACE GRATE-FDOT PAY ITEM No. 0425 82	EA	3407.25000
PNC2122875B1_1_091	PIPE CULVERT REINFORCED CONCRETE PIPE ROUND 15 INCH SIDE DRAIN-FDOT PAY ITEM No. 0430 174 115. Reinforced concrete pipe material only.	LFT	150.15000

PNC2122875B1_1_092	PIPE CULVERT OPTIONAL MATERIAL ROUND 15 INCH SIDE DRAIN-FDOT PAY ITEM No. 0430 174 115. Material is to be selected by the Contract Administrator or PM by project basis if the pipe material is optional. Does not include reinforced concrete pipe material	LFT	114.45000
PNC2122875B1_1_093	PIPE CULVERT REINFORCED CONCRETE PIPE ROUND 18 INCH SIDE DRAIN-FDOT PAY ITEM No. 0430 174 118. Reinforced concrete pipe material only.	LFT	157.50000
PNC2122875B1_1_094	PIPE CULVERT OPTIONAL MATERIAL ROUND 18 INCH SIDE DRAIN-FDOT PAY ITEM No. 0430 174 118. Material is to be selected by the Contract Administrator or PM by project basis if the pipe material is optional. Does not include reinforced concrete pipe material	LFT	121.80000
PNC2122875B1_1_095	PIPE CULVERT REINFORCED CONCRETE PIPE ROUND 24 INCH SIDE DRAIN-FDOT PAY ITEM No. 0430 174 124. Reinforced concrete pipe material only.	LFT	175.35000
PNC2122875B1_1_096	PIPE CULVERT OPTIONAL MATERIAL ROUND 24 INCH SIDE DRAIN-FDOT PAY ITEM No. 0430 174 124. Material is to be selected by the Contract Administrator or PM by project basis if the pipe material is optional. Does not include reinforced concrete pipe material	LFT	135.45000
PNC2122875B1_1_097	PIPE CULVERT REINFORCED CONCRETE PIPE ROUND 15 INCH STORM AND CROSS DRAIN-FDOT PAY ITEM No. 0430 175 115. Reinforced concrete pipe material only.	LFT	165.90000
PNC2122875B1_1_098	PIPE CULVERT OPTIONAL MATERIAL ROUND 15 INCH STORM AND CROSS DRAIN-FDOT PAY ITEM No. 0430 175 115. Material is to be selected by the Contract Admin or PM by project basis if the pipe material is optional. Doesnot include reinforced concrete pipe material	LFT	130.20000
PNC2122875B1_1_099	PIPE CULVERT REINFORCED CONCRETE PIPE ROUND 18 INCH STORM AND CROSS DRAIN-FDOT PAY ITEM No. 0430 175 118. Reinforced concrete pipe material only.	LFT	173.25000
PNC2122875B1_1_100	PIPE CULVERT OPTIONAL MATERIAL ROUND 18 INCH STORM AND CROSS DRAIN-FDOT PAY ITEM No. 0430 175 118. Material is to be selected by the Contract Admin or PM by project basis if the pipe material is optional. Doesnot include reinforced concrete pipe material	LFT	137.55000
PNC2122875B1_1_101	PIPE CULVERT REINFORCED CONCRETE PIPE ROUND 24 INCH STORM AND CROSS DRAIN-FDOT PAY ITEM No. 0430 175 124. Reinforced concrete pipe material only.	LFT	191.10000
PNC2122875B1_1_102	PIPE CULVERT OPTIONAL MATERIAL ROUND 24 INCH STORM AND CROSS DRAIN-FDOT PAY ITEM No. 0430 175 124. Material is to be selected by the Contract Admin or PM by project basis if the pipe material is optional. Doesnot include reinforced concrete pipe material	LFT	151.20000
PNC2122875B1_1_103	PIPE FILLING AND PLUGGING PLACE OUT OF SERVICE-FDOT PAY ITEM No. 0430830	CUY	420.00000
PNC2122875B1_1_104	MITERED END SECTION OPTIONAL ROUND 15 INCH CROSS DRAIN-FDOT PAY ITEM No. 430982123	EA	2662.80000
PNC2122875B1_1_105	MITERED END SECTION OPTIONAL ROUND 18 INCH CROSS DRAIN-FDOT PAY ITEM No. 430982125	EA	2719.50000
PNC2122875B1_1_106	MITERED END SECTION OPTIONAL ROUND 24 CROSS DRAIN-FDOT PAY ITEM No. 430982129	EA	3677.10000
PNC2122875B1_1_107	MITERED END SECTION OPTIONAL ROUND 15 INCH SIDE DRAIN-FDOT PAY ITEM No. 430984123	EA	2662.80000
PNC2122875B1_1_108	MITERED END SECTION OPTIONAL ROUND 18 INCH SIDE DRAIN-FDOT PAY ITEM No. 430984125	EA	2719.50000
PNC2122875B1_1_109	MITERED END SECTION OPTIONAL ROUND 24 INCH SIDE DRAIN-FDOT PAY ITEM No. 430984129	EA	3677.10000
PNC2122875B1_1_110	TRENCH DRAIN STANDARD-FDOT PAY ITEM No. 0436 1 1	LFT	264.60000
PNC2122875B1_1_111	FRENCH DRAIN 24 INCH-FDOT PAY ITEM No. 0443 70 4	LFT	253.05000

PNC2122875B1_1_112	DRILLED SHAFT CASING-FDOT PAY ITEM No. 0455107 Refer to Contract Documents for Details. Includes Drilled Shaft Casing 36 to 60 inch diameter. Intended for projects that require permanent casing method to be used. Permanent casing is an add on cost	LFT	500.00000
PNC2122875B1_1_113	PIPE HANDRAIL GUIDERAIL ALUMINUM-FDOT PAY ITEM No. 0515 1 2	LFT	60.00000
PNC2122875B1_1_114	BOLLARDS-FDOT PAY ITEM No. 0519 78	EA	2875.00000
PNC2122875B1_1_115	CONCRETE CURB AND GUTTER TYPE E-FDOT PAY ITEM No. 0520 1 7	LFT	36.00000
PNC2122875B1_1_116	CONCRETE CURB AND GUTTER TYPE F-FDOT PAY ITEM No. 0520 1 10	LFT	40.00000
PNC2122875B1_1_117	CONCRETE CURB TYPE D-FDOT PAY ITEM No. 0520 2 4	LFT	30.00000
PNC2122875B1_1_118	CONCRETE VALLEY GUTTER-FDOT PAY ITEM No. 0520 3	LFT	36.00000
PNC2122875B1_1_119	TRAFFIC SEPARATOR CONCRETE TYPE I 4 FEET WIDE-FDOT PAY ITEM No. 0520 5 41	LFT	66.00000
PNC2122875B1_1_120	CONCRETE TRAFFIC SEPARATOR SPECIAL VARIABLE WIDTH-FDOT PAY ITEM No. 0520 70	SQY	96.00000
PNC2122875B1_1_121	CONCRETE SIDEWALK AND DRIVEWAYS 4 INCH THICK-FDOT PAY ITEM No. 0522 1	SQY	41.00000
PNC2122875B1_1_122	CONCRETE SIDEWALK AND DRIVEWAYS 6 INCH THICK-FDOT PAY ITEM No. 0522 2. Includes all materials, foundation preparation, joint forming or sawing, placing, finishing and curing. Includes const of FDOT Standard Curb Ramps as depicted in FDOT Standard Plans.	SQY	65.00000
PNC2122875B1_1_123	BUS BOARDING PAD CONCRETE-FDOT PAY ITEM No. 0522 3	SQY	72.00000
PNC2122875B1_1_124	BUS SHELTER PAD CONCRETE-FDOT PAY ITEM No. 0522 4	SQY	108.00000
PNC2122875B1_1_125	PATTERNED PAVEMENT VEHICULAR AREAS-FDOT PAY ITEM No. 0523 1	SQY	200.00000
PNC2122875B1_1_126	PAVERS ARCHITECTURAL SIDEWALK-FDOT PAY ITEM No. 0526 1 2	SQY	36.00000
PNC2122875B1_1_127	DETECTABLE WARNINGS-FDOT PAY ITEM No. 0527 2. Refer to Contract Documents for Details. Include const of Detect Warning Surfaces. It shall be BC approved and comprised of rigid plates or tiles (mat types not permitted). See FDOT Stand and Spec Sect 527.	SQF	25.00000
PNC2122875B1_1_128	GUARDRAIL ROADWAY GENERAL TL 3-FDOT PAY ITEM No. 0536 1 1. Refer to Contract Documents for Details. Consists of the construction of metal guardrail on posts of timber or steel. Panels are 12.5 feet in length.	LFT	40.25000
PNC2122875B1_1_129	GUARDRAIL REMOVAL-FDOT PAY ITEM No. 0536 73. includes guardrail disposal and or delivery of salvageable material to the County stock yard.	LFT	5.75000
PNC2122875B1_1_130	GUARDRAIL END ANCHORAGE ASY END TREATMENT.-FDOT PAY ITEM No. 0536 85 20. Includes all necessary hardware as shown in FDOT Standard Index 536-001.	EA	4485.00000
PNC2122875B1_1_131	GUARDRAIL END TREATMENT TRAILING ANCHORAGE-FDOT PAY ITEM No. 0536 85 26. Includes all necessary hardware as shown in FDOT Standard Index 536-001.	EA	2294.25000
PNC2122875B1_1_132	FENCING TYPE B 0.0-5.0 RESET EXISTING-FDOT PAY ITEM No. 0550 10218	LFT	26.00000
PNC2122875B1_1_133	FENCING TYPE B 5.1-6.0 STANDARD-FDOT PAY ITEM No. 0550 10220	LFT	35.00000
PNC2122875B1_1_134	FENCING TYPE B 5.1-6.0 RESET EXISTING-FDOT PAY ITEM No. 0550 10228	LFT	26.00000
PNC2122875B1_1_135	FENCING TYPE B 6.1-7.0 STANDARD-FDOT PAY ITEM No. 0550 10230	LFT	35.00000
PNC2122875B1_1_136	PERFORMANCE TURF SOD-FDOT PAY ITEM No. 0570 1 2	SQY	4.50000
PNC2122875B1_1_137	CONDUIT FURNISH AND INSTALL ONE 2 INCH CONDUIT OPEN TRENCH-FDOT PAY ITEM No. 0630 2 11. Refer to Contract Documents for Details. High density polyethylene standard dimension ratio (HDPE SDR) 11 or Schedule 40 PVC. Includes No. 12 AWG Pull Wire.	LFT	15.00000
PNC2122875B1_1_138	CONDUIT FURNISH AND INSTALL TWO 2 INCH CONDUIT OPEN TRENCH-FDOT PAY ITEM No. 0630 2 11. Refer to Contract Documents for Details. High density polyethylene standard dimension ratio (HDPE SDR) 11 or Schedule 40 PVC. Includes No. 12 AWG Pull Wire.	LFT	18.50000

PNC2122875B1_1_139	CONDUIT FURNISH AND INSTALL THREE 2 INCH CONDUIT OPEN TRENCH-FDOT PAY ITEM No. 0630 2 11. Refer to Contract Documents for Details. High density polyethylene standard dimension ratio (HDPE SDR) 11 or Schedule 40 PVC. Includes No. 12 AWG Pull Wire.	LFT	22.00000
PNC2122875B1_1_140	CONDUIT FURNISH AND INSTALL FOUR 2 INCH CONDUIT OPEN TRENCH-FDOT PAY ITEM No. 0630 2 11. Refer to Contract Documents for Details. High density polyethylene standard dimension ratio (HDPE SDR) 11 or Schedule 40 PVC. Includes No. 12 AWG Pull Wire.	LFT	23.00000
PNC2122875B1_1_141	CONDUIT FURNISH AND INSTALL FIVE 2 INCH CONDUIT OPEN TRENCH-FDOT PAY ITEM No. 0630 2 11. Refer to Contract Documents for Details. High density polyethylene standard dimension ratio (HDPE SDR) 11 or Schedule 40 PVC. Includes No. 12 AWG Pull Wire.	LFT	24.00000
PNC2122875B1_1_142	CONDUIT FURNISH AND INSTALL SIX 2 INCH CONDUIT OPEN TRENCH-FDOT PAY ITEM No. 0630 2 11. Refer to Contract Documents for Details. High density polyethylene standard dimension ratio (HDPE SDR) 11 or Schedule 40 PVC. Includes No. 12 AWG Pull Wire.	LFT	25.00000
PNC2122875B1_1_143	CONDUIT FURNISH AND INSTALL ONE 2 INCH DIRECTIONAL BORE-FDOT PAY ITEM No. 0630 2 12. Refer to Contract Documents for Details. High density polyethylene standard dimension ratio (HDPE SDR) 11 or Schedule 40 PVC. Includes No. 12 AWG Pull Wire.	LFT	22.00000
PNC2122875B1_1_144	CONDUIT FURNISH AND INSTALL TWO 2 INCH DIRECTIONAL BORE-FDOT PAY ITEM No. 0630 2 12. Refer to Contract Documents for Details. High density polyethylene standard dimension ratio (HDPE SDR) 11 or Schedule 40 PVC. Includes No. 12 AWG Pull Wire.	LFT	25.00000
PNC2122875B1_1_145	CONDUIT FURNISH AND INSTALL THREE 2 INCH DIRECTIONAL BORE-FDOT PAY ITEM No. 0630 2 12. Refer to Contract Documents for Details. High density polyethylene standard dimension ratio (HDPE SDR) 11 or Schedule 40 PVC. Includes No. 12 AWG Pull Wire.	LFT	28.00000
PNC2122875B1_1_146	CONDUIT FURNISH AND INSTALL FOUR 2 INCH DIRECTIONAL BORE-FDOT PAY ITEM No. 0630 2 12. Refer to Contract Documents for Details. High density polyethylene standard dimension ratio (HDPE SDR) 11 or Schedule 40 PVC. Includes No. 12 AWG Pull Wire.	LFT	31.00000
PNC2122875B1_1_147	CONDUIT FURNISH AND INSTALL FIVE 2 INCH DIRECTIONAL BORE-FDOT PAY ITEM No. 0630 2 12. Refer to Contract Documents for Details. High density polyethylene standard dimension ratio (HDPE SDR) 11 or Schedule 40 PVC. Includes No. 12 AWG Pull Wire.	LFT	34.00000
PNC2122875B1_1_148	CONDUIT FURNISH AND INSTALL SIX 2 INCH DIRECTIONAL BORE-FDOT PAY ITEM No. 0630 2 12. Refer to Contract Documents for Details. High density polyethylene standard dimension ratio (HDPE SDR) 11 or Schedule 40 PVC. Includes No. 12 AWG Pull Wire.	LFT	37.00000
PNC2122875B1_1_149	CONDUIT FURNISH AND INSTALL ONE 2 INCH CONDUIT ABOVEGROUND-FDOT PAY ITEM No. 0630 2 14. Rigid Galvanized Metal.	LFT	30.00000
PNC2122875B1_1_150	CONDUIT FURNISH AND INSTALL ONE 2 INCH CONDUIT BRIDGE MOUNT-FDOT PAY ITEM No. 0630 2 15. Rigid Galvanized Metal.	LFT	30.00000
PNC2122875B1_1_151	CONDUIT FURNISH AND INSTALL ONE 4 INCH CONDUIT BRIDGE MOUNT-FDOT PAY ITEM No. 0630 2 15. Bullet Resistant Fiberglass.	LFT	32.00000
PNC2122875B1_1_152	CONDUIT REMOVE BRIDGE MOUNT-FDOT PAY ITEM No. 0630 2 65. Aboveground conduit will be incidental to pole or equipment removal. Below ground conduit removal will be incidental to clearing and grubbing.	LFT	10.00000
PNC2122875B1_1_153	CONDUIT FURNISH AND INSTALL MAXCELL INNERDUCT-FDOT PAY ITEM No. NOT APPLICABLE. Payment is for the length of the innerduct furnished and installed.	LFT	6.00000

PNC2122875B1_1_154	SIGNAL CABLE NEW OR RECONSTRUCTED INTERSECTION FURNISH AND INSTALL-FDOT PAY ITEM No. 0632 7 1. Depending on the application, the Engineer of Record will determine if either FDOT PAY ITEM No. 0632 7 1 OR 0632 7 2 will be used.	PI	13500.00000
PNC2122875B1_1_155	SIGNAL CABLE REPAIR OR REPLACE OR OTHER FURNISH AND INSTALL-FDOT PAY ITEM No. 0632 7 2. Depending on the application, the Engineer of Record will determine if either FDOT PAY ITEM No. 0632 7 1 OR 0632 7 2 will be used.	LFT	13.50000
PNC2122875B1_1_156	SIGNAL CABLE REMOVE INTERSECTION-FDOT PAY ITEM No. 0632 7 6. Dispose of materials.	PI	1000.00000
PNC2122875B1_1_157	SIGNAL CABLE REMOVE OUTSIDE OF INTERSECTION-FDOT PAY ITEM No. 0632 7 7. Dispose of materials.	LFT	0.10000
PNC2122875B1_1_158	FIBER OPTIC CABLE FURNISH AND INSTALL OVERHEAD49-96 FIBERS-FDOT PAY ITEM No. 0633 1113. Includes installation testing in accordance with FDOT Section 633 3.1.8.	LFT	3.30000
PNC2122875B1_1_159	FIBER OPTIC CABLE FURNISH AND INSTALL UNDERGROUND 12 FIBERS-FDOT PAY ITEM No. 0633 1121. Includes installation testing in accordance with FDOT Section 633 3.1.8.	LFT	3.50000
PNC2122875B1_1_160	FIBER OPTIC CABLE FURNISH AND INSTALL UNDERGROUND 12 FIBERS-FDOT PAY ITEM No. 0633 1121. Includes armored casing and installation testing in accordance with FDOT Section 633 3.1.8.	LFT	3.60000
PNC2122875B1_1_161	FIBER OPTIC CABLE FURNISH AND INSTALL UNDERGROUND 24 FIBERS-FDOT PAY ITEM No. 0633 1122. Includes armored casing and installation testing in accordance with FDOT Section 633 3.1.8.	LFT	3.80000
PNC2122875B1_1_162	FIBER OPTIC CABLE FURNISH AND INSTALL UNDERGROUND 36 FIBERS-FDOT PAY ITEM No. 0633 1122. Includes armored casing and installation testing in accordance with FDOT Section 633 3.1.8.	LFT	3.85000
PNC2122875B1_1_163	FIBER OPTIC CABLE FURNISH AND INSTALL UNDERGROUND 96 FIBERS-FDOT PAY ITEM No. 0633 1123. Includes armored casing and installation testing in accordance with FDOT Section 633 3.1.8.	LFT	5.25000
PNC2122875B1_1_164	FIBER OPTIC CABLE FURNISH AND INSTALL UNDERGROUND 144 FIBERS-FDOT PAY ITEM No. 0633 1124. Includes armored casing and installation testing in accordance with FDOT Section 633 3.1.8.	LFT	5.50000
PNC2122875B1_1_165	FIBER OPTIC CABLE REMOVE UNDERGROUND-FDOT PAY ITEM No. 0633 1620. Payment is for the length of cable, regardless of the number of fibers.	LFT	0.65000
PNC2122875B1_1_166	FIBER OPTIC CONNECTION INSTALL SPLICE-FDOT PAY ITEM No. 0633 2 31	EA	60.00000
PNC2122875B1_1_167	FIBER OPTIC CONNECTION INSTALL TERMINATION-FDOT PAY ITEM No. 0633 2 32	EA	89.70000
PNC2122875B1_1_168	FIBER OPTIC CONNECTION HARDWARE FURNISH AND INSTALL SPLICE ENCLOSURE-FDOT PAY ITEM No. 0633 3 11. Refer to Contract Documents for Details. Sealed butt-style closure, allow both end to end and mid line drop splicing. Min 96 count splicing capacity	EA	1006.25000
PNC2122875B1_1_169	FIBER OPTIC CONNECTION HARDWARE FURNISH AND INSTALL SPLICE TRAY-FDOT PAY ITEM No. 0633 3 12	EA	63.25000
PNC2122875B1_1_170	FIBER OPTIC CONNECT HARDWARE FURNISH AND INSTALL PRETERMINATED CONNECTOR ASSEM-FDOT PAY ITEM No 0633 3 13. Refer to Contract Documents for Details. 6 port, SC connectors, Simplex, single mode, splice holder for 12 heat shrinks, top and bottom cable entry	EA	718.75000
PNC2122875B1_1_171	FIBER OPTIC CONNECTION HARDWARE FURNISH AND INSTALL BUFFER TUBE FAN OUT KIT-FDOT PAY ITEM No. 0633 3 14	EA	92.00000



PNC2122875B1_1_172	FIBER OPTIC CONNECTION HARDWARE FURNISH AND INSTALL PRETERMINATED PATCH PANEL-FDOT PAY ITEM No 0633 3 15. Refer to Contract Documents for Details. 6 port, SC connectors, Simplex , single mode, splice holder for 12 heat shrinks, top and bottom cable entry	EA	1604.25000
PNC2122875B1_1_173	FIBER OPTIC CONNECT HARDWARE FURNISH AND INSTALL PATCH PANEL FIELD TERMINATED-FDOT PAY ITEM No. 0633 3 16	EA	1552.50000
PNC2122875B1_1_174	FIBER OPTIC CONNECTION HARDWARE FURNISH AND INSTALL CONNECTOR PANEL-FDOT PAY ITEM No. 0633 3 17	EA	115.00000
PNC2122875B1_1_175	FIBER OPTIC CONNECTION HARDWARE INSTALL SPLICE ENCLOSURE-FDOT PAY ITEM No. 0633 3 31	EA	477.25000
PNC2122875B1_1_176	FIBER OPTIC CONNECTION HARDWARE RELOCATE SPLICE ENCLOSURE-FDOT PAY ITEM No. 0633 3 41	EA	511.75000
PNC2122875B1_1_177	FIBER OPTIC CONNECTION HARDWARE RELOCATE SPLICE TRAY-FDOT PAY ITEM No. 0633 3 42	EA	17.25000
PNC2122875B1_1_178	FIBER OPTIC CONNECTION HARDWARE RELOCATE PRETERMINATED CONNECTOR ASY-FDOT PAY ITEM No. 0633 3 43	EA	46.00000
PNC2122875B1_1_179	FIBER OPTIC CONNECTION HARDWARE RELOCATE PATCH PANEL PRETERMINATED-FDOT PAY ITEM No. 0633 3 45	EA	741.75000
PNC2122875B1_1_180	FIBER OPTIC CONNECTION HARDWARE RELOCATE PATCH PANEL FIELD TERMINATED-FDOT PAY ITEM No. 0633 3 46	EA	258.75000
PNC2122875B1_1_181	SIGNALS COMMUNICATION CABLE TWISTED PAIR CABLE RELOCATE-FDOT PAY ITEM No. 0633 4 4. No additional payment is made for multiple cables in the same conduit(s) run or the number of twisted pairs.	LFT	0.10000
PNC2122875B1_1_182	SIGNALS COMMUNICATION CABLE TWISTED PAIR CABLE REMOVE-FDOT PAY ITEM No. 0633 4 6. No additional payment is made for multiple cables in the same conduit(s) run or the number of twisted pairs.	LFT	0.05000
PNC2122875B1_1_183	SPAN WIRE ASY FURNISH AND INSTALL SINGLE POINT PERPENDICULAR-FDOT PAY ITEM No. 0634 4141	PI	3000.00000
PNC2122875B1_1_184	SPAN WIRE ASY FURNISH AND INSTALL TWO POINT PERPENDICULAR-FDOT PAY ITEM No. 0634 4151	PI	2500.00000
PNC2122875B1_1_185	SPAN WIRE ASY FURNISH AND INSTALL TWO POINT DIAGONAL-FDOT PAY ITEM No. 0634 4152	PI	3500.00000
PNC2122875B1_1_186	SPAN WIRE ASY FURNISH AND INSTALL TWO POINT BOX OR DROP BOX-FDOT PAY ITEM No. 0634 4153	PI	4500.00000
PNC2122875B1_1_187	SPAN WIRE ASY REMOVE POLES REMAIN-FDOT PAY ITEM No. 0634 4600. Refer to Contract Documents for Details. Removal includes return of signal heads and mounting hardware to TED and disposal of other materials	PI	500.00000
PNC2122875B1_1_188	SPAN WIRE ASY REMOVE POLES REMAIN-FDOT PAY ITEM No. 0634 4600. Refer to Contract Documents for Details. Removal includes return of signal heads, mounting hardware, disposal of materials to TED. Use this pay item for spanwire removal between 2 poles ONLY	PI	450.00000
PNC2122875B1_1_189	PULL AND SPLICE BOX FURNISH AND INSTALL 13 IN X 24 IN COVER SIZE-FDOT PAY ITEM No. 0635 2 11. Refer to Contract Documents for Details. Tier 22 pullbox and lid, complete with 6 in deep, 3000 psi concrete apron, drainage rock, and incidentals	EA	1200.00000
PNC2122875B1_1_190	PULL AND SPLICE BOX FURNISH AND INSTALL 24 IN X 36 IN COVER SIZE 30 IN DEEP-FDOT PAY ITEM No. 0635 2 12. Refer to Contract Documents for Details. Tier 22 pullbox and lid, complete with 6 in deep 3,000 p.s.i. concrete apron, drainage rock, and incidentals	EA	1800.00000
PNC2122875B1_1_191	PULL AND SPLICE BOX FURNISH AND INSTALL 24 IN X 36 IN COVER SIZE 36 IN DEEP-FDOT PAY ITEM No. 0635 2 12. Refer to Contract Documents for Details. Tier 22 pullbox and lid, complete with 6 in deep 3,000 p.s.i. concrete apron, drainage rock, and incidentals	EA	3000.00000

PNC2122875B1_1_192	PULL AND SPLICE BOX LID ONLY FURNISH AND INSTALL 24 IN X 36 IN COVER SIZE-Refer to Contract Documents for Details. Tier 22 pull box lid only. Must fit the exist box in the field with lid marked according to plans or as specified by Consultant or County	EA	500.00000
PNC2122875B1_1_193	PULL AND SPLICE BOX FURNISH AND INSTALL 30 IN X 48 IN RECTANGULAR COVER SIZE-FDOT PAY ITEM No. 0635 2 13. Refer to Contract Documents for Details. With two part lid, with 30 in or 36 in depth, Tier 22 pullbox and lid, with 6 in deep 3000 psi conc apron	EA	3025.00000
PNC2122875B1_1_194	PULL AND SPLICE BOX FURNISH AND INSTALL 30 IN X 60 IN RECTANGULAR COVER SIZE-FDOT PAY ITEM No. 0635 2 13. Refer to Contract Documents for Details. With two part lid, with 30 in or 36 in depth, Tier 22 pullbox and lid, with 6 in deep 3000 psi conc apron	EA	3300.00000
PNC2122875B1_1_195	PULL AND SPLICE BOX FURNISH AND INSTALL 36 IN ROUND COVER SIZE-FDOT PAY ITEM No. 0635 2 13. Refer to Contract Documents for Details. With two part lid, with 30 in or 36 in depth, Tier 22 pullbox and lid, with 6 in deep 3000 psi conc apron	EA	3000.00000
PNC2122875B1_1_196	PULL AND SPLICE BOX RELOCATE-Refer to Contract Documents for Details. Relocation is for exist pull boxes without a concrete apron. Includes cost of material to fill the hole; restoring the area up to two concrete 5 feet long by 5 or 6 feet wide flags	EA	1000.00000
PNC2122875B1_1_197	PULL AND SPLICE BOX REMOVE GRASS SURFACE-Refer to Contract Documents for Details. Grass restoration is included in the pay item; includes the material to fill the hole caused by the removal of the pullbox to match existing adjacent conditions	EA	500.00000
PNC2122875B1_1_198	PULL AND SPLICE BOX REMOVE ASPHALT SURFACE-Refer to Contract Documents for Details. Includes the cost for asphalt resoration; the material needed to fill the hole caused by the removal of the pullbox to match existing adjacent conditions	EA	500.00000
PNC2122875B1_1_199	PULL AND SPLICE BOX REMOVE CONCRETE SURFACE-Refer to Contract Documents for Details. Includes the cost for concrete resoration; the material needed to fill the hole; the cost for restoring up to two concrete 5 feet long by 5 or 6 feet wide flags	EA	700.00000
PNC2122875B1_1_200	ELECTRICAL POWER SERVICE FURNISH AND INSTALL OVERHEAD METER FURNISHED BY FPL-FDOT PAY ITEM No. 0639 1111. Refer to Contract Documents for Details. Includes installation on existing pole; ASY equipment, weather head, aboveground rigid conduit, and ground	ASY	1850.00000
PNC2122875B1_1_201	ELECTRICAL POWER SERVICE FURNISH AND INSTALL OVERHEAD METER NOT REQUIRED-FDOT PAY ITEM No. 0639 1113. Refer to Contract Documents for Details. Includes installation on existing pole; ASY equipment, weather head, aboveground rigid conduit, and ground	ASY	1733.60000
PNC2122875B1_1_202	ELECTRICAL POWER SERVICE FURNISH AND INSTALL UNDERGROUND METER FURNISHED BY FPL-FDOT PAY ITEM No. 0639 1121. Refer to Contract Documents for Details. Includes complete installation on existing pole; ASY equipment, conduit, sweeps, and grounding	ASY	5000.00000
PNC2122875B1_1_203	ELECTRICAL POWER SERVICE FANDI UNDERGROUND METER NOT REQUIRED-FDOT PAY ITEM No. 0639 1123. Refer to Contract Documents for Details. Includes complete installation on existing pole; ASY equipment, conduit, sweeps, and grounding	ASY	1500.00000
PNC2122875B1_1_204	ELECTRICAL POWER SERVICE REMOVE OVERHEAD-FDOT PAY ITEM No. 0639 1610	ASY	300.00000
PNC2122875B1_1_205	ELECTRICAL POWER SERVICE REMOVE UNDERGROUND-FDOT PAY ITEM No. 0639 1620	ASY	400.00000
PNC2122875B1_1_206	ELECTRICAL SERVICE WIRE FURNISH AND INSTALL-FDOT PAY ITEM No. 0639 2 1	LFT	12.00000

PNC2122875B1_1_207	ELECTRICAL SERVICE WIRE RELOCATE-FDOT PAY ITEM No. 0639 2 4	LFT	3.00000
PNC2122875B1_1_208	ELECTRICAL SERVICE WIRE REMOVE-FDOT PAY ITEM No. 0639 2 6	LFT	0.25000
PNC2122875B1_1_209	ELECTRICAL SERVICE DISCONNECT FURNISH AND INSTALL POLE MOUNT-FDOT PAY ITEM No. 0639 3 11. Refer to Contract Documents for Details. Includes complete installation on pole; ASY equipment, breakers, breaker enclosure, aboveground rigid, and misc conduit.	EA	1500.00000
PNC2122875B1_1_210	ELECTRICAL SERVICE DISCONNECT FURNISH AND INSTALL CABINET-FDOT PAY ITEM No. 0639 3 12. Refer to Contract Documents for Details. Includes complete installation on cabinet; ASY equipment, breakers, breaker enclosure, aboveground rigid, and misc conduit.	EA	1000.00000
PNC2122875B1_1_211	ELECTRICAL SERVICE DISCONNECT REMOVE POLE OR CABINET TO REMAIN-FDOT PAY ITEM No. 0639 3 60	EA	125.00000
PNC2122875B1_1_212	PRESTRESSED CONCRETE POLE FURNISH AND INSTALL TYPE P-II PEDESTAL-FDOT PAY ITEM No.0641 2 11.	EA	1400.00000
PNC2122875B1_1_213	PRESTRESSED CONCRETE POLE FURNISH AND INSTALL TYPE P II SERVICE-FDOT PAY ITEM No. 0641 2 12. Per FDOT Index No. 641-010. Must be on FDOT Approved Products List (APL).	EA	3500.00000
PNC2122875B1_1_214	PRESTRESSED CONCRETE POLE FURNISH AND INSTALL TYPE P V POLE-FDOT PAY ITEM No. 0641 2 15. Refer to Contract Documents for Details. This item is not to be included with Span Wire ASY Furnish and Install. This item is where a single strain pole is needed.	EA	7500.00000
PNC2122875B1_1_215	PRESTRESSED CONCRETE POLE FURNISH AND INSTALL TYPE P VI-FDOT PAY ITEM No. 0641 2 16. Refer to Contract Documents for Details. This item is not to be included with Span Wire ASY Furnish and Install. This item is where a single strain pole is needed.	EA	7750.00000
PNC2122875B1_1_216	PRESTRESSED CONCRETE POLE FURNISH AND INSTALL TYPE P VII-FDOT PAY ITEM No. 0641 2 17. Refer to Contract Documents for Details. This item is not to be included with Span Wire ASY Furnish and Install. This item is where a single strain pole is needed.	EA	8000.00000
PNC2122875B1_1_217	PRESTRESSED CONCRETE POLE FURNISH AND INSTALL TYPE P VIII-FDOT PAY ITEM No. 0641 2 18. Refer to Contract Documents for Details. This item is not to be included with Span Wire ASY Furnish and Install. This item is where a single strain pole is needed.	EA	8500.00000
PNC2122875B1_1_218	PRESTRESSED CONCRETE POLE COMPLETE POLE REMOVAL PEDESTAL OR SERVICE POLE-FDOT PAY ITEM No. 0641 2 60. Refer to Contract Documents for Details. Includes direct burial and strain poles with concrete foundations removal; restore area with fill material	EA	350.00000
PNC2122875B1_1_219	PRESTRESSED CONCRETE POLE SHALLOW POLE REMOVAL POLE 30 FOOT AND GREATER-FDOT PAY ITEM No. 0641 2 70. Refer to Contract Documents for Details. Includes direct burial and strain poles with concrete foundations removal; restore area with fill material	EA	1600.00000
PNC2122875B1_1_220	PRESTRESSED CONCRETE POLE COMPLETE POLE REMOVAL POLE 30 FOOT AND GREATER-FDOT PAY ITEM No. 0641 2 80. Refer to Contract Documents for Details. Includes direct burial and strain poles with concrete foundations removal; restore area with fill material	EA	1800.00000
PNC2122875B1_1_221	STRAIN POLE WOOD REMOVE-FDOT PAY ITEM No. 0643600. Refer to Contract Documents for Details. Includes wood pole removal. The pay item is for traffic control devices with traffic signals; restoration of area with fill, and ground surface material	EA	200.00000
PNC2122875B1_1_222	ALUMINUM SIGNALS POLE FURNISH AND INSTALL PEDESTAL-FDOT PAY ITEM No. 0646 1 11. To be used signals Per Broward County Traffic Engineering Division Pedestal Mounted Signal Details. Includes base and drill shaft foundation.	EA	2000.00000

PNC2122875B1_1_223	ALUMINUM SIGNALS POLE FURNISH AND INSTALL PEDESTAL FOR BEACONS-FDOT PAY ITEM No. 0646 1 11. To be used for beacons per Broward County Traffic Engineering Division Solar School Flasher Details Ground Mount. Includes base and foundation.	EA	4500.00000
PNC2122875B1_1_224	ALUMINUM SIGNALS POLE FURNISH AND INSTALL PEDESTRIAN DETECTOR POST-FDOT PAY ITEM No. 0646 1 12. Per Broward County Traffic Engineering Division Pedestrian Signal and Detector Installation Details.	EA	1000.00000
PNC2122875B1_1_225	ALUMINUM SIGNALS POLE REMOVE-FDOT PAY ITEM No. 0646 1 60. Refer to Contract Documents for Details. Includes pedestal, pedestrian detector post, foundation removal; restoration of the area with fill material; ground surface restoration with material	EA	300.00000
PNC2122875B1_1_226	STEEL MAST ARM FURNISH AND INSTALL SINGLE ARM 30 FT-FDOT PAY ITEM No. 0649 21 1. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semi-gloss finish or galvanized. Includes drilled shaft foundation and all incidental	EA	38426.59000
PNC2122875B1_1_227	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 30 FT AND 30 FT-FDOT PAY ITEM No. 0649 21 2. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	53421.14000
PNC2122875B1_1_228	STEEL MAST ARM FURNISH AND INSTALL SINGLE ARM 40 FT-FDOT PAY ITEM No. 0649 21 3. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semi-gloss finish or galvanized. Includes drilled shaft foundation and all incidental	EA	42784.17000
PNC2122875B1_1_229	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 40 FT AND 30 FT-FDOT PAY ITEM No. 0649 21 4. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	56104.50000
PNC2122875B1_1_230	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 40 FT AND 40 FT-FDOT PAY ITEM No. 0649 21 5. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	58312.60000
PNC2122875B1_1_231	STEEL MAST ARM FURNISH AND INSTALL SINGLE ARM 50 FT-FDOT PAY ITEM No. 0649 21 6. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semi-gloss finish or galvanized. Includes drilled shaft foundation and all incidental	EA	47224.63000
PNC2122875B1_1_232	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 50 FT AND 30 FT-FDOT PAY ITEM No. 0649 21 4. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	61630.26000
PNC2122875B1_1_233	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 50 FT AND 40 FT-FDOT PAY ITEM No. 0649 21 8. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	63117.09000
PNC2122875B1_1_234	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 50 FT AND 50 FT-FDOT PAY ITEM No. 0649 21 9. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	65408.72000
PNC2122875B1_1_235	STEEL MAST ARM FURNISH AND INSTALL SINGLE ARM 60 FT-FDOT PAY ITEM No. 0649 21 10. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized. Includes drilled shaft foundation and all incidental	EA	53938.76000

PNC2122875B1_1_236	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 60 FT AND 30 FT-FDOT PAY ITEM No 0649 21 11. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	63830.55000
PNC2122875B1_1_237	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 60 FT AND 40 FT-FDOT PAY ITEM No 0649 21 12. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	66376.69000
PNC2122875B1_1_238	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 60 FT AND 50 FT-FDOT PAY ITEM No 0649 21 13. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	69098.78000
PNC2122875B1_1_239	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 60 FT AND 60 FT-FDOT PAY ITEM No 0649 21 14. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	72399.70000
PNC2122875B1_1_240	STEEL MAST ARM FURNISH AND INSTALL SINGLE ARM 70 FT-FDOT PAY ITEM No. 0649 21 15. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized. Includes drilled shaft foundation and all incidental	EA	59540.23000
PNC2122875B1_1_241	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 70 FT AND 40 FT-FDOT PAY ITEM No 0649 21 17. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	71974.71000
PNC2122875B1_1_242	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 70 FT AND 50 FT-FDOT PAY ITEM No 0649 21 18. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	72995.45000
PNC2122875B1_1_243	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 70 FT AND 60 FT-FDOT PAY ITEM No 0649 21 19. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	79852.33000
PNC2122875B1_1_244	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 70 FT AND 70 FT-FDOT PAY ITEM No 0649 21 20. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	82533.14000
PNC2122875B1_1_245	STEEL MAST ARM FURNISH AND INSTALL SINGLE ARM 78 FT-FDOT PAY ITEM No. 0649 21 21. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized. Includes drilled shaft foundation and all incidental	EA	65631.24000
PNC2122875B1_1_246	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 78 FT AND 40 FT-FDOT PAY ITEM No 0649 21 23. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	78098.80000
PNC2122875B1_1_247	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 78 FT AND 50 FT-FDOT PAY ITEM No 0649 21 24. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	79759.91000
PNC2122875B1_1_248	STEEL MAST ARM FURNISH AND INSTALL DOUBLE ARM 78 FT AND 60 FT-FDOT PAY ITEM No 0649 21 25. Refer to Contract Documents for Details. 30 ft round or 16 sided x-section, solar black semigloss finish or galvanized; drilled shaft foundation and all incidental	EA	84181.52000

PNC2122875B1_1_249	STEEL MAST ARM INSTALL OR RELOCATE TO EXISTING FOUNDATION-FDOT PAY ITEM No. 0649 23 1. Refer to Contract Documents for Details. Includes cost to pickup, load, deliver mast arm to site; cost to sandblast the exist surface rust or corrosion to instal	EA	5000.00000
PNC2122875B1_1_250	STEEL MAST ARM ASSEMB INSTALL OR RELOCATE TO NEW CONTRACTOR PROVIDED FOUNDATION-FDOT PAY ITEM No. 0649 23 2. Refer to Contract Documents for Details. Include cost to pickup, load, deliver mast arm to site; cost to sandblast exist surface rust; foundation	EA	25000.00000
PNC2122875B1_1_251	STEEL MAST ARM ASY REMOVE SHALLOW FOUNDATION BOLT ON ATTACHMENT-FDOT PAY ITEM No. 0649 26 3. Refer to Contract Documents for Details. Includes removal of pole, foundation to a depth of 48 in below grade; mast arm foundations up to 60 in dia; restore area	EA	1600.00000
PNC2122875B1_1_252	STEEL MAST ARM ASY REMOVE DEEP FOUNDATION BOLT ON ATTACHMENT-FDOT PAY ITEM No. 0649 26 5. Refer to Contract Documents for Details. Includes removal of pole, foundation; mast arm foundation up to 60 in dia; restoration of area with fill material	EA	2600.00000
PNC2122875B1_1_253	STEEL MAST ARM ASY REMOVE REMOVE ARM AND ATTACHMENTS; POLE REMAINS-FDOT PAY ITEM No. 0649 26 7. Refer to Contract Documents for Details. Includes disposal of the arm; deliver to the County yard, disposal of removed unwanted material.	EA	500.00000
PNC2122875B1_1_254	VEHICULAR TRAFFIC SIGNAL FURNISH AND INSTALL ALUMINUM 1 SECTION 1 WAY-FDOT PAY ITEM No. 0650 1 11. Includes LED with tunnel visors, backplates with retroreflective border, and mounting hardware.	ASY	990.00000
PNC2122875B1_1_255	VEHICULAR TRAFFIC SIGNAL FURNISH AND INSTALL ALUMINUM 3 SECTION 1 WAY-FDOT PAY ITEM No. 0650 1 14. Includes LED with tunnel visors, backplates with retroreflective border, and mounting hardware.	ASY	1500.00000
PNC2122875B1_1_256	VEHICULAR TRAFFIC SIGNAL FURNISH AND INSTALL ALUMINUM 4 SECTION 1 WAY-FDOT PAY ITEM No. 0650 1 16. Includes LED with tunnel visors, backplates with retroreflective border, and mounting hardware.	ASY	1600.00000
PNC2122875B1_1_257	VEHICULAR TRAFFIC SIGNAL FURNISH AND INSTALL ALUMINUM 5 SECTION STRAIGHT 1 WAY-FDOT PAY ITEM No. 0650 1 18. Includes LED with tunnel visors, backplates with retroreflective border, and mounting hardware.	ASY	1850.00000
PNC2122875B1_1_258	VEHICULAR TRAFFIC SIGNAL FURNISH AND INSTALL ALUMINUM 5 SECTION CLUSTER 1 WAY-FDOT PAY ITEM No. 0650 1 19. Includes LED with tunnel visors, backplates with retroreflective border, and mounting hardware.	ASY	1900.00000
PNC2122875B1_1_259	VEHICULAR TRAFFIC SIGNAL REMOVE POLES TO REMAIN-FDOT PAY ITEM No. 0650 1 60. Refer to Contract Documents for Details. Includes removal of all signal head types, configurations, mounting hardware; deliver to County yard; disposal of removed material	ASY	50.00000
PNC2122875B1_1_260	PEDESTRIAN SIGNAL FURNISH AND INSTALL LED COUNTDOWN 1 WAY-FDOT PAY ITEM No. 0653 1 11. Includes walking person, hand, and numerals all displayed within a single enclosure.	ASY	1000.00000
PNC2122875B1_1_261	PEDESTRIAN SIGNAL FURNISH AND INSTALL LED COUNTDOWN 2 WAYS-FDOT PAY ITEM No. 0653 1 12. Includes walking person, hand, and numerals all displayed within a single enclosure.	ASY	1700.00000
PNC2122875B1_1_262	PEDESTRIAN SIGNAL RELOCATE-FDOT PAY ITEM No. 0653 1 40	ASY	350.00000
PNC2122875B1_1_263	PEDESTRIAN SIGNAL REMOVE PED SIGNAL POLE OR PEDESTAL TO REMAIN-FDOT PAY ITEM No. 0653 1 60. Refer to Contract Documents for Details. Includes removal of all pedestrian head ASY types and not limited to 1 way, 2 way or 3 way, single or double enclosures	ASY	25.00000
PNC2122875B1_1_264	MIDBLOCK CROSS: IN ROADWAY LIGHT ASY FURNISH AND INSTALL AC POWER-FDOT PAY ITEM No. 0654 1 10	ASY	45000.00000

PNC2122875B1_1_265	MIDBLOCK CROSS: IN ROADWAY LIGHT ASY FURNISH AND INSTALL SOLAR POWER-FDOT PAY ITEM No. 0654 1 20	ASY	50000.00000
PNC2122875B1_1_266	MIDBLOCK CROSS: RECTANGULAR RAPID FLASHING BEACON FURNISH AND INSTALL AC POWER-FDOT PAY ITEM No. 0654 2 11	ASY	7000.00000
PNC2122875B1_1_267	MIDBLOCK CROSS: RECTANGULAR RAPID FLASHING BEACON FURNISH AND INSTALL AC POWER-FDOT PAY ITEM No. 0654 2 12	ASY	7500.00000
PNC2122875B1_1_268	MIDBLOCK CROSS: RECTANGULAR RAPID FLASHING BEACON FURNISH AND INSTALL AC POWER-FDOT PAY ITEM No. 0654 2 15	ASY	4600.00000
PNC2122875B1_1_269	RECTANGULAR RAPID FLASHING BEACON FURNISH AND INSTALL AC POWER-FDOT PAY ITEM No. 0654 2 16	ASY	4600.00000
PNC2122875B1_1_270	RECTANGULAR RAPID FLASHING BEACON FURNISH AND INSTALL SOLAR POWER-FDOT PAY ITEM No. 0654 2 21	ASY	7500.00000
PNC2122875B1_1_271	RECTANGULAR RAPID FLASHING BEACON FURNISH AND INSTALL SOLAR POWER-FDOT PAY ITEM No. 0654 2 22	ASY	8000.00000
PNC2122875B1_1_272	RECTANGULAR RAPID FLASHING BEACON REMOVE COMPLETE SIGN ASY-FDOT PAY ITEM No. 0654 2 60	ASY	500.00000
PNC2122875B1_1_273	MIDBLOCK CROSS: PEDESTRIAN HYBRID BEACON ASY FURNISH AND INSTALL-FDOT PAY ITEM No. 0654 3 10	ASY	2000.00000
PNC2122875B1_1_274	MIDBLOCK CROSS: PEDESTRIAN HYBRID BEACON ASY REMOVE-FDOT PAY ITEM No. 0654 3 60. Includes disposal or delivery to the location specified in the plans or as directed by the County.	ASY	125.00000
PNC2122875B1_1_275	LOOP ASY FURNISH AND INSTALL TYPE A-FDOT PAY ITEM No. 0660 2 101	ASY	800.00000
PNC2122875B1_1_276	LOOP ASY FURNISH AND INSTALL TYPE B-FDOT PAY ITEM No. 0660 2 102	ASY	800.00000
PNC2122875B1_1_277	LOOP ASY FURNISH AND INSTALL TYPE F-FDOT PAY ITEM No. 0660 2 106	ASY	1200.00000
PNC2122875B1_1_278	VEHICLE DETECTION SYSTEM VIDEO CABINET AND ABOVE GROUND EQUIPMENT 3 CAMERAS-FDOT PAY ITEM No. 0660 4 11. Refer to Contract Documents for Details. Includes software, 1 card per camera, video processor keypad, clamp kit, cable mount, video camera, and more	EA	26000.00000
PNC2122875B1_1_279	VEHICLE DETECTION SYSTEM VIDEO CABINET AND ABOVE GROUND EQUIPMENT 4 CAMERAS-FDOT PAY ITEM No. 0660 4 11. Refer to Contract Documents for Details. Includes software, 1 card per camera, video processor keypad, clamp kit, cable mount, video camera, and more	EA	33000.00000
PNC2122875B1_1_280	VEHICLE DETECTION SYSTEM VIDEO CABINET AND ABOVE GROUND EQUIPMENT 5 CAMERAS-FDOT PAY ITEM No. 0660 4 11. Refer to Contract Documents for Details. Includes software, 1 card per camera, video processor keypad, clamp kit, cable mount, video camera, and more	EA	35000.00000
PNC2122875B1_1_281	VEHICLE DETECTION SYSTEM VIDEO CABINET AND ABOVE GROUND EQUIPMENT 6 CAMERAS-FDOT PAY ITEM No. 0660 4 11. Refer to Contract Documents for Details. Includes software, 1 card per camera, video processor keypad, clamp kit, cable mount, video camera, and more	EA	45000.00000
PNC2122875B1_1_282	VEHICLE DETECTION SYSTEM VIDEO CABINET AND ABOVE GROUND EQUIPMENT 7 CAMERAS-FDOT PAY ITEM No. 0660 4 11. Refer to Contract Documents for Details. Includes software, 1 card per camera, video processor keypad, clamp kit, cable mount, video camera, and more	EA	49000.00000
PNC2122875B1_1_283	VEHICLE DETECTION SYSTEM VIDEO CABINET AND ABOVE GROUND EQUIPMENT 8 CAMERAS-FDOT PAY ITEM No. 0660 4 11. Refer to Contract Documents for Details. Includes software, 1 card per camera, video processor keypad, clamp kit, cable mount, video camera, and more	EA	56000.00000
PNC2122875B1_1_284	VEHICLE DETECTION SYSTEM- VIDEO FURNISH AND INSTALL ABOVE GROUND EQUIPMENT-FDOT PAY ITEM No. 0660 4 12. Refer to Contract Documents for Details. Includes necessary incidentals at the location to make the camera operational.	EA	4000.00000

PNC2122875B1_1_285	VEHICLE DETECTION SYSTEM VIDEO REMOVE-FDOT PAY ITEM No. 0660 460. Includes disposal or delivery to the location specified in the plans or as directed by the County.	EA	100.00000
PNC2122875B1_1_286	SIGNAL PRIORITY AND PREEMPTION SYSTEM GPS REPLACE CABINET ELECTRONICS-FDOT PAY ITEM No. 0663 1121. Opticom or equal. Includes complete intersection system with controller interface, firmware, and antenna.	EA	6000.00000
PNC2122875B1_1_287	SIGNAL PRIORITY AND PREEMPTION SYSTEM GPS DETECTOR-FDOT PAY ITEM No. 0663 1122. Opticom or equal. Includes complete intersection system with controller interface, firmware, and antenna.	EA	6000.00000
PNC2122875B1_1_288	SIGNAL PRIORITY AND PREEMPTION SYSTEM REMOVE-FDOT PAY ITEM No. 0663 1600. Refer to Contract Documents for Details. This item shall not be used if the systems are attached to another item being removed. Shall not be used for maint of traffic activities	EA	100.00000
PNC2122875B1_1_289	PEDESTRIAN DETECTOR FURNISH AND INSTALL STANDARD-FDOT PAY ITEM No. 0665 1 11. Refer to Contract Documents for Details. Includes pole or controller cabinet mounted and ped instructional sign, typ install on mast arm pole, strain pole, pedestal or cabinet.	EA	285.00000
PNC2122875B1_1_290	PEDESTRIAN DETECTOR FURNISH AND INSTALL ACCESSIBLE-FDOT PAY ITEM No. 0665 1 12. Refer to Contract Documents for Details. ADA Compliant. Include pole or controller cabinet mount and ped instruct sign, install on mast arm, strain pole, pedestal or cabinet.	EA	1600.00000
PNC2122875B1_1_291	PEDESTRIAN DETECTOR REMOVE POLE OR PEDESTAL TO REMAIN-FDOT PAY ITEM No. 0665 1 60. Refer to Contract Documents for Details. Shallnot be used for maint of traff activity. If the detector is attached to another item being removed as part of other pay item	EA	25.00000
PNC2122875B1_1_292	TRAFFIC CONTROLLER ASY FURNISH AND INSTALL MODEL 2070-FDOT PAY ITEM No. 0670 5140. Refer to Contract Documents for Details. Model 2070 with TS2 Type 1 2070 Controller v.76 ATMS	ASY	33800.00000
PNC2122875B1_1_293	TRAFFIC CONTROLLER ASY FURNISH AND INSTALL MODEL 2070 1 PREEMPTION-FDOT PAY ITEM No. 0670 5141. Refer to Contract Documents for Details. Model 2070 and 1 Preemption with TS2 Type 1 2070 Controller v.76 ATMS	ASY	33800.00000
PNC2122875B1_1_294	TRAFFIC CONTROLLER ASY FURNISH AND INSTALL MODEL 2070 2 PREEMPTION-FDOT PAY ITEM No. 0670 5142. Refer to Contract Documents for Details. Model 2070 and 2 Preemption with TS2 Type 1 2070 Controller v.76 ATMS	ASY	33800.00000
PNC2122875B1_1_295	TRAFFIC CONTROLLER ASY REMOVE CONTROLLER WITH CABINET-FDOT PAY ITEM No. 0670 5600. Refer to Contract Documents for Details. Includes removal of concrete pad and conduits; disposal of other materials; and delivery of controller and cabinet to County yard	ASY	350.00000
PNC2122875B1_1_296	MANAGED FIELD ETHERNET SWITCH FURNISH AND INSTALL-FDOT PAY ITEM No. 0684 1 1. Refer to Contract Documents for Details. Approved Signal Equip List Pay Item 684 1X Field Hardened Fiber Ethernet Switch Cellular Router. Cisco IE1101 and related equipment	EA	4000.00000
PNC2122875B1_1_297	DIGITAL VIDEO ENCODER WITH SOFTWARE DECODER FURNISH AND INSTALL HARDENED ENCODER-FDOT PAY ITEM No. 0684 3 11. Refer to Contract Documents for Details. Approved Signal Equip List Pay Item 684 1X Digital Video Encoder. ViewCom E Max+ and Iteris Edgeconnect	EA	2500.00000
PNC2122875B1_1_298	WIRELESS COMMUNICATION DEVICE FURNISH AND INSTALL ETHERNET ACCESS POINT-FDOT PAY ITEM No. 0684 6 11.	EA	1500.00000
PNC2122875B1_1_299	LIGHT POLE COMPLETE FURNISH AND INSTALL STANDARD POLE STANDARD FOUNDATION-FDOT PAY ITEM No. 0715 4 11. 30 Feet Mounting Height. Includes arm length up to 15 feet.Â	EA	7500.00000



PNC2122875B1_1_300	LIGHT POLE COMPLETE FURNISH AND INSTALL STANDARD POLE STANDARD FOUNDATION-FDOT PAY ITEM No. 0715 4 12. 35 Feet Mounting Height. Includes arm length up to 15 feet.Â	EA	7800.00000
PNC2122875B1_1_301	LIGHT POLE COMPLETE FURNISH AND INSTALL STANDARD POLE STANDARD FOUNDATION-FDOT PAY ITEM No. 0715 4 13. 40 Feet Mounting Height. Includes arm length up to 15 feet.Â	EA	8300.00000
PNC2122875B1_1_302	LIGHT POLE COMPLETE FURNISH AND INSTALL STANDARD POLE STANDARD FOUNDATION-FDOT PAY ITEM No. 0715 4 14. 45 Feet Mounting Height. Includes arm length up to 15 feet.Â	EA	8500.00000
PNC2122875B1_1_303	LIGHT POLE COMPLETE FURNISH AND INSTALL STANDARD POLE STANDARD FOUNDATION-FDOT PAY ITEM No. 0715 4 15. 50 Feet Mounting Height. Includes arm length up to 15 feet.	EA	8750.00000
PNC2122875B1_1_304	LIGHT POLE COMPLETE RELOCATE-FDOT PAY ITEM No. 0715 4 60. Includes removal of old foundation and fill required to fill the void of the old foundation, installation of new foundation, and all incidentals for installation/operation.Â	EA	5000.00000
PNC2122875B1_1_305	LIGHT POLE COMPLETE REMOVE POLE AND FOUNDATION-FDOT PAY ITEM No. 0715 4 70. Refer to Contract Documents for Details. Includes removal of foundation and light pole complete; delivery material to the County yard; fill required to old foundation.Â	EA	1000.00000
PNC2122875B1_1_306	LIGHT POLE COMPLETE REMOVE POLE FOUNDATION REMAINS-FDOT PAY ITEM No. 0715 4 71. Includes removal of light pole complete as well as delivery of salvageable material to the County stock yard or the disposal of non-salvageable material	EA	500.00000
PNC2122875B1_1_307	SINGLE POST SIGN FURNISH AND INSTALL GROUND MOUNT UP TO 12 SF-FDOT PAY ITEM No. 0700 1 11	ASY	600.00000
PNC2122875B1_1_308	SINGLE POST SIGN FURNISH AND INSTALL GROUND MOUNT 12 TO 20 SF-FDOT PAY ITEM No. 0700 1 12	ASY	1000.00000
PNC2122875B1_1_309	SINGLE POST SIGN FURNISH AND INSTALL GROUND MOUNT 21 TO 30 SF-FDOT PAY ITEM No. 0700 1 13	ASY	1380.00000
PNC2122875B1_1_310	SINGLE POST SIGN FURNISH AND INSTALL GROUND MOUNT 31 AND GREATER SF-FDOT PAY ITEM No. 0700 1 14	ASY	1725.00000
PNC2122875B1_1_311	SINGLE POST SIGN RELOCATE-FDOT PAY ITEM No. 0700 1 50	ASY	402.50000
PNC2122875B1_1_312	SINGLE POST SIGN REMOVE-FDOT PAY ITEM No. 0700 1 60	ASY	28.75000
PNC2122875B1_1_313	MULTI- POST SIGN FURNISH AND INSTALL GROUND MOUNT 12 TO 20 SF-FDOT PAY ITEM No. 0700 2 12	ASY	1437.50000
PNC2122875B1_1_314	MULTI- POST SIGN FURNISH AND INSTALL GROUND MOUNT 21 TO 30 SF-FDOT PAY ITEM No. 0700 2 13	ASY	1725.00000
PNC2122875B1_1_315	MULTI- POST SIGN FURNISH AND INSTALL GROUND MOUNT 31 TO 50 SF-FDOT PAY ITEM No. 0700 2 14	ASY	2242.50000
PNC2122875B1_1_316	MULTI- POST SIGN FURNISH AND INSTALL GROUND MOUNT 51 TO 100 SF-FDOT PAY ITEM No. 0700 2 15	ASY	3800.00000
PNC2122875B1_1_317	MULTI- POST SIGN GROUND MOUNT RELOCATE-FDOT PAY ITEM No. 0700 2 50	ASY	1725.00000
PNC2122875B1_1_318	MULTI- POST SIGN REMOVE-FDOT PAY ITEM No. 0700 2 60	ASY	575.00000
PNC2122875B1_1_319	SIGN PANEL FURNISH AND INSTALL GROUND MOUNT UP TO 12 SF-FDOT PAY ITEM No. 0700 3101	EA	300.00000
PNC2122875B1_1_320	SIGN PANEL FURNISH AND INSTALL GROUND MOUNT 12 TO 20 SF-FDOT PAY ITEM No. 0700 3102	EA	437.00000
PNC2122875B1_1_321	SIGN PANEL FURNISH AND INSTALL GROUND MOUNT 21 TO 30 SF-FDOT PAY ITEM No. 0700 3103	EA	747.50000
PNC2122875B1_1_322	SIGN PANEL FURNISH AND INSTALL OVERHEAD MOUNT UP TO 12 SF-FDOT PAY ITEM No. 0700 3201	EA	600.00000
PNC2122875B1_1_323	SIGN PANEL FURNISH AND INSTALL OVERHEAD MOUNT 12 TO 20 SF-FDOT PAY ITEM No. 0700 3202	EA	800.00000

PNC2122875B1_1_324	SIGN PANEL FURNISH AND INSTALL OVERHEAD MOUNT 21 TO 30 SF-FDOT PAY ITEM No. 0700 3203	EA	977.50000
PNC2122875B1_1_325	SIGN PANEL FURNISH AND INSTALL OVERHEAD MOUNT 31 TO 50 SF-FDOT PAY ITEM No. 0700 3204	EA	2000.00000
PNC2122875B1_1_326	SIGN PANEL REMOVE UP TO 12 SF-FDOT PAY ITEM No. 0700 3601	EA	28.75000
PNC2122875B1_1_327	SIGN PANEL REMOVE 12 TO 20 SF-FDOT PAY ITEM No. 0700 3602	EA	28.75000
PNC2122875B1_1_328	SIGN PANEL REMOVE 21 TO 30 SF-FDOT PAY ITEM No. 0700 3603	EA	34.50000
PNC2122875B1_1_329	SIGN PANEL REMOVE UP TO 50 SF WITH LIGHTING-FDOT PAY ITEM No. 0700 3624	EA	50.00000
PNC2122875B1_1_330	SIGN PANEL REMOVE 51 TO 100 SF WITH LIGHTING-FDOT PAY ITEM No. 0700 3625	EA	517.50000
PNC2122875B1_1_331	INTERNALLY ILLUMINATED SIGN FURNISH AND INSTALL OVERHEAD MOUNT UP TO 12 SF-FDOT PAY ITEM No. 0700 5 21. Refer to Contract Documents for Details. Per BCTED Internally Illuminated Street Name Sign Det, referred as Overhead Street Name Sign Design Guidelines	EA	3000.00000
PNC2122875B1_1_332	INTERNALLY ILLUMINATED SIGN FURNISH AND INSTALL OVERHEAD MOUNT 12 TO 18 SF-FDOT PAY ITEM No. 0700 5 22. Refer to Contract Documents for Details. Per BCTED Internally Illuminated Street Name Sign Det, referred as Overhead Street Name Sign Design Guidelines	EA	3500.00000
PNC2122875B1_1_333	ELECTRONIC DISPLAY SIGN FURNISH AND INSTALL GROUND MOUNT AC POWER-FDOT PAY ITEM No. 0700 11131. For Speed Feedback Sign, UP to 12 SFÂ	ASY	9000.00000
PNC2122875B1_1_334	ELECTRONIC DISPLAY SIGN FURNISH AND INSTALL GROUND MOUNT AC POWER-FDOT PAY ITEM No. 0700 11132. For Speed Feedback Sign, 12 to 20 SFÂ	ASY	10000.00000
PNC2122875B1_1_335	ELECTRONIC DISPLAY SIGN FURNISH AND INSTALL GROUND MOUNT AC POWER-FDOT PAY ITEM No. 0700 11161. For Speed Feedback with Flashing Beacon, UP to 12 SFÂ	ASY	10200.00000
PNC2122875B1_1_336	ELECTRONIC DISPLAY SIGN FURNISH AND INSTALL GROUND MOUNT AC POWER-FDOT PAY ITEM No. 0700 11162. For Speed Feedback with Flashing Beacon, 12 to 20 SFÂ	ASY	11200.00000
PNC2122875B1_1_337	ELECTRONIC DISPLAY SIGN FURNISH AND INSTALL GROUND MOUNT SOLAR POWER-FDOT PAY ITEM No. 0700 11231. For Speed Feedback, UP to 12 SF	ASY	13000.00000
PNC2122875B1_1_338	ELECTRONIC DISPLAY SIGN FURNISH AND INSTALL GROUND MOUNT SOLAR POWER-FDOT PAY ITEM No. 0700 11261. For Speed Feedback with Flashing Beacon, UP to 12 SFÂ	ASY	15000.00000
PNC2122875B1_1_339	ELECTRONIC DISPLAY SIGN FURNISH AND INSTALL GROUND MOUNT SOLAR POWER-FDOT PAY ITEM No. 0700 11262. For Speed Feedback with Flashing Beacon, 12 to 20 SF	ASY	16500.00000
PNC2122875B1_1_340	SIGN BEACON FURNISH AND INSTALL GROUND MOUNT AC POWERED TWO BEACONS-FDOT PAY ITEM No. 0700 12 12. Refer to Contract Documents for Details. Include the beacon, cabinet, and controller per BCTED Solar School Flasher Detail GM and FDOT Approve Products List	ASY	12000.00000
PNC2122875B1_1_341	SIGN BEACON FURNISH AND INSTALL GROUND MOUNT SOLAR POWERED TWO BEACONS-FDOT PAY ITEM No. 0700 12 22. Refer to Contract Documents for Details. Include the beacon, cabinet, controller, solar panel per BCTED Solar School Flasher Detail GM and FDOT List	ASY	12500.00000
PNC2122875B1_1_342	SIGN BEACON FURNISH AND INSTALL GROUND MOUNT SOLAR POWERED TWO BEACONS ONLY-FDOT PAY ITEM No. 0700 12 22. Refer to Contract Documents for Details. Include the beacon only per BCTED Solar School Flasher Detail GM and FDOT Approved Products List	ASY	1800.00000

PNC2122875B1_1_343	SIGN BEACON FURNISH AND INSTALL OVERHEAD MOUNT AC POWERED TWO BEACONS-FDOT PAY ITEM No. 0700 12 32. Refer to Contract Documents for Details. Include the beacon, cabinet, controller per BCTED Solar School Flasher Detail Overhead Mast Arm and FDOT List	ASY	10000.00000
PNC2122875B1_1_344	SIGN BEACON FURNISH AND INSTALL OVERHEAD MOUNT SOLAR POWERED TWO BEACONS-FDOT PAY ITEM No. 0700 12 32. Refer to Contract Documents for Details. Include the beacon, cabinet, controller, solar panel per BCTED Solar School Flasher Detail Overhead Mast Arm	ASY	12500.00000
PNC2122875B1_1_345	OBJECT MARKER TYPE 1-FDOT PAY ITEM No. 0705 10 1	EA	200.00000
PNC2122875B1_1_346	OBJECT MARKER TYPE 4-FDOT PAY ITEM No. 0705 10 4	EA	402.50000
PNC2122875B1_1_347	RAISED PAVEMENT MARKER TYPE B-FDOT PAY ITEM No. 0706 1 3	EA	4.03000
PNC2122875B1_1_348	PAINTED PAVEMENT MARKINGS STANDARD WHITE SOLID 6 INCH-FDOT PAY ITEM No. 0710 11101	GRM	1552.50000
PNC2122875B1_1_349	PAINT PAVEM MARK STANDARD WHITE SOLID FOR CROSSWALK AND ROUNDABOUT 12 IN-FDOT PAY ITEM No. 0710 11123	LFT	1.15000
PNC2122875B1_1_350	PAINT PAVEM MARK STANDARD WHITE SOLID FOR DIAGONAL OR CHEVRON 18 IN-FDOT PAY ITEM No. 0710 11124	LFT	1.50000
PNC2122875B1_1_351	PAINT PAVEM MARK STANDARD WHITE SOLID FOR STOP LINE OR CROSSWALK 24 IN-FDOT PAY ITEM No. 0710 11125	LFT	2.53000
PNC2122875B1_1_352	PAINT PAVEM MARK STANDARD WHITE SKIP 10 30 OR 3 9 SKIP 6 IN WIDE-FDOT PAY ITEM No. 0710 11131	GRM	1380.00000
PNC2122875B1_1_353	PAINT PAVEM MARK STANDARD WHITE 2 4 DOTTED GUIDELINE 6 10 DOTTED EXTENSION 6 IN-FDOT PAY ITEM No. 0710 11141	GRM	862.50000
PNC2122875B1_1_354	PAINT PAVEM MARK STANDARD WHITE MESSAGE OR SYMBOL-FDOT PAY ITEM No. 0710 11160	EA	51.75000
PNC2122875B1_1_355	PAINT PAVEM MARK STANDARD WHITE ARROWS-FDOT PAY ITEM No. 0710 11170	EA	28.75000
PNC2122875B1_1_356	PAINT PAVEM MARK STANDARD WHITE YIELD LINE-FDOT PAY ITEM No. 0710 11180	LFT	3.62000
PNC2122875B1_1_357	PAINT PAVEM MARK STANDARD WHITE ISLAND NOSE-FDOT PAY ITEM No. 0710 11190	SQF	2.88000
PNC2122875B1_1_358	PAINT PAVEM MARK STANDARD YELLOW SOLID 6 INCH-FDOT PAY ITEM No. 0710 11201	GRM	805.00000
PNC2122875B1_1_359	PAINT PAVEM MARK STANDARD YELLOW SOLID FOR DIAGONAL OR CHEVRON 18 INCH-FDOT PAY ITEM No. 0710 11224	LFT	0.86000
PNC2122875B1_1_360	PAINT PAVEM MARK STANDARD YELLOW SKIP 6 INCH-FDOT PAY ITEM No. 0710 11231	GRM	414.00000
PNC2122875B1_1_361	PAINT PAVEM MARK STANDARD YELLOW 2 4 DOTTED GUIDELINE 6 10 DOTTED EXTENSION 6 IN-FDOT PAY ITEM No. 0710 11241	GRM	345.00000
PNC2122875B1_1_362	PAINT PAVEM MARK STANDARD YELLOW ISLAND NOSE-FDOT PAY ITEM No. 0710 11290	SQF	2.30000
PNC2122875B1_1_363	THERMOPLASTIC STANDARD WHITE SOLID 12 INCH FOR CROSSWALK AND ROUNDABOUT-FDOT PAY ITEM No. 0711 11123	LFT	1.67000
PNC2122875B1_1_364	THERMOPLASTIC STANDARD WHITE SOLID 18 INCH FOR DIAGONALS AND CHEVRONS-FDOT PAY ITEM No. 0711 11124	LFT	2.30000
PNC2122875B1_1_365	THERMOPLASTIC STANDARD WHITE SOLID 24 INCH FOR STOP LINE AND CROSSWALK-FDOT PAY ITEM No. 0711 11125	LFT	3.45000
PNC2122875B1_1_366	THERMOPLASTIC STANDARD WHITE 2 4 DOTTED GUIDELINE 6 10 GAP EXTENSION 6 INCH-FDOT PAY ITEM No. 0711 11141	GRM	1265.00000
PNC2122875B1_1_367	THERMOPLASTIC STANDARD WHITE MESSAGE OR SYMBOL-FDOT PAY ITEM No. 0711 11160	EA	109.25000
PNC2122875B1_1_368	THERMOPLASTIC STANDARD WHITE ARROW-FDOT PAY ITEM No. 0711 11170	EA	51.75000
PNC2122875B1_1_369	THERMOPLASTIC STANDARD WHITE YIELD LINE-FDOT PAY ITEM No. 0711 11180	LFT	12.65000

PNC2122875B1_1_370	THERMOPLASTIC STANDARD YELLOW SOLID 18 INCH FOR DIAGONAL OR CHEVRON-FDOT PAY ITEM No. 0711 11224	LFT	2.42000
PNC2122875B1_1_371	THERMOPLASTIC STANDARD YELLOW 2 4 DOTTED GUIDE LINE 6 10 DOTTED EXT LINE 6 IN-FDOT PAY ITEM No. 0711 11241	GRM	1092.50000
PNC2122875B1_1_372	THERMOPLASTIC PREFORMED WHITE MESSAGE-FDOT PAY ITEM No. 0711 14160	EA	293.25000
PNC2122875B1_1_373	THERMOPLASTIC PREFORMED WHITE ARROW-FDOT PAY ITEM No. 0711 14170	EA	178.25000
PNC2122875B1_1_374	THERMOPLASTIC STANDARD OTHER SURFACES WHITE SOLID 6 INCH-FDOT PAY ITEM No. 0711 16101	GRM	4140.00000
PNC2122875B1_1_375	THERMOPLASTIC STANDARD OTHER SURFACES WHITE SOLID 8 INCH-FDOT PAY ITEM No. 0711 16102	GRM	4945.00000
PNC2122875B1_1_376	THERMOPLASTIC STAND OTHER SURFACES WHITE SKIP 6 IN 10 30 SKIP OR 3 9 LANE DROP-FDOT PAY ITEM No. 0711 16131	GRM	1265.00000
PNC2122875B1_1_377	THERMOPLASTIC STANDARD OTHER SURFACES YELLOW SOLID 6 INCH-FDOT PAY ITEM No. 0711 16201	GRM	4140.00000
PNC2122875B1_1_378	THERMOPLASTIC STANDARD OTHER SURFACES YELLOW SOLID 8 INCH-FDOT PAY ITEM No. 0711 16202	GRM	1150.00000
PNC2122875B1_1_379	THERMOPLASTIC STANDARD OTHER SURFACES YELLOW SKIP 6 INCH-FDOT PAY ITEM No. 0711 16231	GRM	1495.00000
PNC2122875B1_1_380	THERMOPLASTIC REMOVE EXISTING THERMOPLASTIC PAVEMENT MARK SURFACE TO REMAIN-FDOT PAY ITEM No. 0711 17 1	SQF	8.05000
PNC2122875B1_1_381	LIGHTING CONDUCTORS FURNISH AND INSTALL INSULATED No 10 OR LESS-FDOT PAY ITEM No. 0715 1 11	LFT	1.00000
PNC2122875B1_1_382	LIGHTING CONDUCTORS FURNISH AND INSTALL INSULATED No 8 TO 6-FDOT PAY ITEM No. 0715 1 12	LFT	3.00000
PNC2122875B1_1_383	LIGHTING CONDUCTORS REMOVE AND DISPOSE CONTRACTOR OWNS-FDOT PAY ITEM No. 0715 1 60	LFT	0.25000
PNC2122875B1_1_384	LIGHTING CONDUCTORS REMOVE AND STOCKPILE FDOT OR MAINT AGENCY OWNS-FDOT PAY ITEM No. 0715 1 70	LFT	0.50000
PNC2122875B1_1_385	LOAD CENTER FURNISH AND INSTALL SECONDARY VOLTAGE-FDOT PAY ITEM No. 0715 7 11	EA	5000.00000
PNC2122875B1_1_386	LOAD CENTER FURNISH AND INSTALL PRIMARY VOLTAGE-FDOT PAY ITEM No. 0715 7 12	EA	5000.00000
PNC2122875B1_1_387	LOAD CENTER REMOVE SECONDARY VOLTAGE-FDOT PAY ITEM No. 0715 7 41	EA	500.00000
PNC2122875B1_1_388	LOAD CENTER REMOVE PRIMARY VOLTAGE-FDOT PAY ITEM No. 0715 7 42	EA	750.00000
PNC2122875B1_1_389	POLE CABLE DISTRIBUTION SYSTEM FURNISH AND INSTALL CONVENTIONAL-FDOT PAY ITEM No. 0715500 1	EA	500.00000
PNC2122875B1_1_390	UTILITY PIPEREMOVE AND DISPOSE 2 TO 4.9 IN-FDOT PAY ITEM No. 1050 16 2	LFT	8.80000
PNC2122875B1_1_391	UTILITY PIPEREMOVE AND DISPOSE 5 TO 7.9 IN-FDOT PAY ITEM No. 1050 16 3	LFT	17.60000
PNC2122875B1_1_392	UTILITY PIPE REMOVE AND DISPOSE 8 TO 19.9 IN-FDOT PAY ITEM No. 1050 16 4	LFT	32.89000
PNC2122875B1_1_393	UTILITY PIPE PLUG AND PLACE OUT OF SERVICE 2 TO 4.9 IN-FDOT PAY ITEM No. 1050 18002	LFT	13.20000
PNC2122875B1_1_394	UTILITY PIPE PLUG AND PLACE OUT OF SERVICE 5 TO 7.9 IN-FDOT PAY ITEM No. 1050 18003	LFT	19.80000
PNC2122875B1_1_395	UTILITY PIPE PLUG AND PLACE OUT OF SERVICE 8 TO 19.9 IN-FDOT PAY ITEM No. 1050 18004	LFT	33.00000
PNC2122875B1_1_396	UTILITY PIPE POLY VINYL CHLORIDE FURNISH AND INSTALL WATER OR SEWER 4 IN-FDOT PAY ITEM No. 1050 31204	LFT	38.50000

PNC2122875B1_1_397	UTILITY PIPE POLY VINYL CHLORIDE FURNISH AND INSTALL WATER OR SEWER 6 IN-FDOT PAY ITEM No. 1050 31206	LFT	52.80000
PNC2122875B1_1_398	UTILITY PIPE POLY VINYL CHLORIDE FURNISH AND INSTALL WATER OR SEWER 8 IN-FDOT PAY ITEM No. 1050 31208	LFT	58.30000
PNC2122875B1_1_399	UTILITY PIPE POLY VINYL CHLORIDE FURNISH AND INSTALL WATER OR SEWER 10 IN-FDOT PAY ITEM No. 1050 31210	LFT	71.50000
PNC2122875B1_1_400	UTILITY PIPE POLY VINYL CHLORIDE FURNISH AND INSTALL WATER OR SEWER 12 IN-FDOT PAY ITEM No. 1050 31210	LFT	75.90000
PNC2122875B1_1_401	UTILITY PIPE DUCTILE IRON OR CAST IRON FURNISH AND INSTALL WATER OR SEWER 4 IN-FDOT PAY ITEM No. 1050 51204	LFT	47.30000
PNC2122875B1_1_402	UTILITY PIPE DUCTILE IRON OR CAST IRON FURNISH AND INSTALL WATER OR SEWER 6 IN-FDOT PAY ITEM No. 1050 51206	LFT	63.80000
PNC2122875B1_1_403	UTILITY PIPE DUCTILE IRON OR CAST IRON FURNISH AND INSTALL WATER OR SEWER 8 IN-FDOT PAY ITEM No. 1050 51208	LFT	85.80000
PNC2122875B1_1_404	UTILITY PIPE DUCTILE IRON OR CAST IRON FURNISH AND INSTALL WATER OR SEWER 10 IN-FDOT PAY ITEM No. 1050 51210	LFT	143.00000
PNC2122875B1_1_405	UTILITY PIPE DUCTILE IRON OR CAST IRON FURNISH AND INSTALL WATER OR SEWER 12 IN-FDOT PAY ITEM No. 1050 51212	LFT	159.50000
PNC2122875B1_1_406	UTILITY FITTINGS REMOVE AND DISPOSAL-FDOT PAY ITEM No. 1055 16	EA	550.00000
PNC2122875B1_1_407	UTILITY FIXTURE VALVE METER BOX FURNISH AND INSTALL 2 IN-FDOT PAY ITEM No. 1080 21102	EA	880.00000
PNC2122875B1_1_408	UTILITY FIXTURE VALVE METER BOX FURNISH AND INSTALL 4 IN-FDOT PAY ITEM No. 1080 21104	EA	1100.00000
PNC2122875B1_1_409	UTILITY FIXTURE VALVE METER BOX FURNISH AND INSTALL 6 IN-FDOT PAY ITEM No. 1080 21106	EA	1650.00000
PNC2122875B1_1_410	UTILITY FIXTURE VALVE METER BOX FURNISH AND INSTALL 8 IN-FDOT PAY ITEM No. 1080 21108	EA	1980.00000
PNC2122875B1_1_411	UTILITY FIXTURE VALVE METER BOX FURNISH AND INSTALL 10 IN-FDOT PAY ITEM No. 1080 21110	EA	2200.00000
PNC2122875B1_1_412	UTILITY FIXTURE VALVE METER BOX FURNISH AND INSTALL 12 IN-FDOT PAY ITEM No. 1080 21112	EA	2200.00000
PNC2122875B1_1_413	UTILITY FIXTURE VALVE METER BOX ADJUST-FDOT PAY ITEM No. 1080 21500	EA	539.00000
PNC2122875B1_1_414	UTILITY FIXTURE VALVE METER BOX-FDOT PAY ITEM No. 1080 21600	EA	1045.00000
PNC2122875B1_1_415	UTILITY FIXTURE VALVE ASY FURNISH AND INSTALL 4 IN-FDOT PAY ITEM No. 1080 24104	EA	1650.00000
PNC2122875B1_1_416	UTILITY FIXTURE VALVE ASY FURNISH AND INSTALL 6 IN-FDOT PAY ITEM No. 1080 24106	EA	2530.00000
PNC2122875B1_1_417	UTILITY FIXTURE VALVE ASY FURNISH AND INSTALL 8 IN-FDOT PAY ITEM No. 1080 24108	EA	4290.00000
PNC2122875B1_1_418	UTILITY FIXTURE VALVE ASY FURNISH AND INSTALL 10 IN-FDOT PAY ITEM No. 1080 24104	EA	6600.00000
PNC2122875B1_1_419	FIRE HYDRANT ADJUST AND MODIFY-FDOT PAY ITEM No. 1644700	EA	990.00000
PNC2122875B1_1_420	FIRE HYDRANT RELOCATE-FDOT PAY ITEM No. 1644800	EA	3300.00000
PNC2122875B1_1_421	FIRE HYDRANT REMOVE-FDOT PAY ITEM No. 1644900	EA	726.00000
PNC2122875B1_1_422	HRLY LABOR RATE FOR BACKHOE WITH OPERATOR AND FUEL-FDOT PAY ITEM No. NOT APPLICABLE. Backhoe with operator and fuel. Backhoe, Wheel Loader with Operator (Minimum 80 HP, Minimum Operating Weight 20,000 Lb. Rubber Tire, 1.5 CY Bucket)	HR	140.00000
PNC2122875B1_1_423	HRLY LABOR RATE FOR BUCKET TRUCK/PERSONNEL LIFT WITH OPERATOR AND FUEL-FDOT PAY ITEM No. NOT APPLICABLE. Bucket truck/personnel lift (65 feet or less) with operator and fuel.	HR	150.00000

PNC2122875B1_1_424	HRLY LABOR RATE FOR EQUIPMENT OPERATORS-Refer to Contract Documents for Details. HRly Labor Rates for equip operators when not included in the equip cost; MOT Certified Person, Certified Traffic Superv, Area Superv, Signal Tech (IMSA all levels).	HR	140.00000
PNC2122875B1_1_425	HRLY LABOR RATE FOR MINI EXCAVATOR WITH OPERATOR AND FUEL.-FDOT PAY ITEM No. NOT APPLICABLE. Mini excavator with operator and fuel.	HR	120.00000
PNC2122875B1_1_426	HRLY LABOR RATE FOR SKID STEER LOADER WITH OPERATOR AND FUEL.-FDOT PAY ITEM No. NOT APPLICABLE. Skid steer loader with operator and fuel.	HR	120.00000
PNC2122875B1_1_427	HRLY LABOR RATE FOR TRUCK CRANE (18 TON RATED) WITH OPERATOR AND FUEL.-FDOT PAY ITEM No. NOT APPLICABLE. Truck crane (18 ton rated) with operator and fuel.	HR	150.00000
PNC2122875B1_1_428	Allowance for Materials and Supplies-Allowance for Materials and Supplies	LPS	1.00000
PNC2122875B1_1_429	Allowance for Equipment Rental -Allowance for Equipment Rental	LPS	1.00000
PNC2122875B1_1_430	Allowance for non-Broward County Agencies -Allowance for non-Broward County Agencies	LPS	1.00000

# **SPECIFICATIONS AND REQUIREMENTS**

## **Miscellaneous Traffic and Roadway Construction**

### **1. SCOPE OF WORK**

- 1.1 Furnish all labor, materials, equipment, supervision, and incidentals required to perform traffic control and signalization, school flashers, communications network, roadway reconstruction, widening, milling, resurfacing, signing and pavement markings, guardrail, drainage, water and sewer, street lighting, landscaping, maintenance of traffic and so forth in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes, and including but not limited to the Florida Department of Transportation (FDOT) publications and laws for the Broward County Highway Construction and Engineering Division (BCHCED) and other Broward County agencies.
- 1.2. This solicitation has been developed utilizing the FDOT Pay Item system as defined in the FDOT Basis of Estimates, as amended, unless otherwise noted in this document. The Contract requires that the Contractor adhere to the governing standards and specifications. If there are conflicts between specifications and governing standards, then the most stringent shall apply.
  - 1.1.2 If there is an apparent silence of the specifications with respect to any materials, details, or description concerning any Pay Item in this Contract, it shall be considered that only the best commercial and industry accepted practices (means and methods) shall prevail. Any omission or question of interpretation of the specifications that affects the performance or integrity of the material or service being offered shall be requested prior to the solicitation's deadline for questions.
- 1.3. Contractor is advised that the amount, magnitude, scope, and pace of work orders shall be determined based on the needs, capacity, and requirements of the County; therefore, the Contractor should not expect that the Contract will necessarily provide a consistent, predictable rate of Contract work orders, and corresponding revenue stream.
- 1.4. The Contract does not allow for price escalations, negotiations, or reinterpretations.
- 1.5. Projects shall include delivery and installation at locations Countywide. There are no minimum or maximum quantities assumed for each individual project and Contractor's bid shall account for this. Contractor shall furnish all materials, equipment, labor, and services that may be required for each individual project or work order. All materials and parts provided by Contractor shall be new.
- 1.6. The Contractor agrees to cooperate and work with all Broward County divisions in scheduling requested work. The Contractor will be notified by the County approximately ten (10) calendar days in advance of the construction start date of a project, except during emergencies. Refer to Section 8, Schedule to Complete Work, for additional requirements.
- 1.7. The work embraced in this Contract shall commence only when sufficient material, equipment, personnel, and other necessities are available; consequently, it shall

be carried out regularly, uninterrupted, and completed without delay. The Contractor is responsible for estimation of all materials necessary for completion of any project or work order designated by the County.

- 1.8. The County reserves the right to order quantities less than one (1) for Pay Items.

## 2. ABBREVIATIONS AND DEFINITIONS

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

- 2.1 ATSSA: American Traffic Safety Services Association which is an industry recognized organization that provides certification programs in various aspects of traffic safety and roadway work zone safety.
- 2.2 BCHCED: Broward County Highway Construction and Engineering Division. This agency will be responsible for the management and administration of this Contract.
- 2.3 BCTED: Broward County Traffic Engineering Division.
- 2.4 Contractor: Person, firm, or corporation with whom County has contracted and who is responsible for the acceptable performance of the work and for payment of all legal debts or other obligations pertaining to the work. All references in the solicitation or contract documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.
- 2.5 Contract Administrator: The Director or Assistant Director of Broward County Highway Construction and Engineering Division or such other person designated by the Director of Highway Construction and Engineering Division in writing.
- 2.6 Construction: The process of building, altering, repairing, improving, or demolishing any public structure, building, facility, or other public improvements of any kind to any public real property owned or under the control of Broward County or local municipality. It does not include the routine operation, repair, or maintenance of existing structures, buildings, or other real property.
- 2.7 PO: A Purchase Order issued by the County to formalize a purchase transaction with a Vendor/Contractor, conveying acceptance of a Vendor/ Contractor's proposal. The PO is the budgetary authorization that assures that the funds have been encumbered within the County's accounting system for reimbursement to the Contractor after completion of the work included in the PO.
- 2.8 Emergency: A threat to public health, welfare, safety, property, or other substantial loss to the County.
- 2.9 Engineer of Record: Employee of the County or County's Consultant who provides professional engineering services.
- 2.10 FDOT: Florida Department of Transportation, the State agency responsible for permitting, planning, construction, traffic operations and maintenance on the State Highway System.



- 2.11 IMSA: International Municipal Signal Association which is an industry recognized organization that provides certification programs for the safe installation, operation, and maintenance of public safety systems, including traffic signal systems.
- 2.12 ITS: Intelligent Transportation System which refers to the utilization of new and emerging information and communications technologies for the purpose of improving the management and efficiency of transportation systems. These technologies include a wide range of fiber optic and wireless communications; video-based, acoustic-based, and magnetic-based sensing technologies; recording and computational technologies; and emergency notification systems.
- 2.13 MOT: Maintenance of Traffic which encompasses the planning, design, and implementation of temporary traffic control plans for the safe accommodation of vehicles, pedestrians, bicyclists, transit users, and construction workers through, and within, a roadway construction work zone or emergency incident area.
- 2.14 NTP: A written Notice to Proceed which is the administrative directive from the County that authorizes the Contractor to commence preliminary work or work.
- 2.15 NTP1: The first Notice to Proceed allows for commencement of preliminary work which includes submission of project schedule, schedules of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits.
- 2.16 NTP2: The second Notice to Proceed allows for the commencement of the work which includes all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The work may constitute the whole or a part of a work order.
- 2.17 Or Equal and Or Equivalent: A product determined by the County to be equal to or greater in quality or performance than the product specified. Any requests for review and approval for equivalency shall be submitted to the County's Project Manager after award of contract.
- 2.18 OSHA: Occupational Safety and Health Administration which is the main federal agency in charged with the enforcement of safety and health legislation. Contractor is required by federal law to abide by and implement applicable OSHA standards and regulations at construction sites to prevent injuries of workers.
- 2.19 PM: The County's Project Manager who has been designated by the Contract Administrator to be responsible for the day-to-day administration of the contract and ensuring that the Contractor completes the project work assignment in a timely and efficient manner, in accordance with the contract and project requirements. The County Project Manager may delegate or designate authority to other County personnel when necessary.
- 2.20 QVM: Quantities Verification Meeting
- 2.21 Vendor: An actual or potential supplier of an item, service, or construction.
- 2.22 Work Order: Synonymous with Delivery or Purchase Order (PO).

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

### 3. GOVERNING STANDARDS AND SPECIFICATIONS

- 3.1 All work, equipment, and materials furnished and/or installed as part of this Contract shall be in conformance with the standards and specifications listed below. All applicable national/Federal standards and specifications serve as first tier in the hierarchy of the standards and specifications. State standards and specifications, including those promulgated by FDOT, serve as the next tier, and further refine, clarify, and detail the national/Federal standards for use throughout the State of Florida. Standards and specifications published by the County further expand and refine the national and State standards and specifications, mostly to establish and clarify local preferences, protocols, and system compatibility requirements.
- 3.2 BCTED Communication Infrastructure Standards & Specifications and Exhibit 25A of the Broward County Administrative Code Minimum Standards are not intended to reduce or diminish National or State Standards in any way, but rather to further clarify and refine the functional needs of the maintaining agency. The Contractor shall ensure that all National and State Standards continue to be adhered to and that any additional requirements identified by BCTED standards and specifications and County's Minimum Standards are also incorporated into the project work elements. In the event a conflict appears to exist among the standards or specifications, the more stringent and specific requirements shall prevail.
- 3.3 The following is a listing of key governing standards and specifications for all work performed under this contract. The listing is intended to address most of the work anticipated to be covered under the Contract, but is not guaranteed to be all inclusive:
  - 3.3.1 **United States Department of Transportation (USDOT)/Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD)**, (latest edition and amendments in effect as of May 2019) {available at: <http://mutcd.fhwa.dot.gov>}
  - 3.3.2 **Americans with Disabilities Act Accessibility Guidelines (ADA)** {available at: [http://www.ada.gov/2010ADAstandards\\_index.htm](http://www.ada.gov/2010ADAstandards_index.htm)}

- 3.3.3 **The Manual of Uniform Minimum Standards for Design, Construction, and Maintenance (commonly known as the “Florida Green Book”), 2016 Edition,** {available at: <https://www.fdot.gov/roadway/FloridaGreenbook/FGB.shtm>}
- 3.3.4 **FDOT Standards Plans for Road and Bridge Construction, FY 2020-21,** [\*Note that Maintenance of Traffic/Work Zone Traffic Control standards are incorporated in Index Series 102-600 of this document] {available at: <https://www.fdot.gov/design/standardplans/SPRBC.shtm>}
- 3.3.5 **FDOT Standard Specifications for Road and Bridge Construction, January 2021** (including all referenced and supplemental standards and specifications within (including ASTM and ANSI specifications), and all amendments, mandatory revisions, workbooks, and implemented modifications in effect as of January 2021) {available at: <https://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>}. **A list of Division I sections that are applicable to this Contract are included in Section 24 of the Specifications and Requirements.**
- 3.3.6 **FDOT Basis of Estimates Manual, 2021** (including all amendments) {available at: <http://www.fdot.gov/programmanagement/Estimates/BasisofEstimates/BOEManual/BOEOnline.shtm>}
- 3.3.7 **FDOT Statewide Quality Assurance/Quality Control Plan (QA/QC) Construction Inspection QC Guidelist FY 20/21** {available at: <http://www.fdot.gov/construction/CONSTADM/guidelist/GuideIndex.shtm>}
- 3.3.8 **FDOT Statewide Quality Assurance/ Quality Control Plan (QA/QC) Construction QA Critical Requirements Lists FY 20/21** {available at: <http://www.fdot.gov/construction/CONSTADM/guidelist/GuideIndex.shtm>}
- 3.3.9 **FDOT Forms & Procedures** {available at: <https://www.fdot.gov/development/>}
- 3.3.10 Minimum Design and Construction Standard for City or Town where the project is located.
- 3.3.11 **Minimum Standards Applicable to Public Right-of-Way Under Broward County, Florida Jurisdiction,** [Referenced throughout the Contract as “County’s Minimum Standards”] {available at: <http://www.broward.org/BCEngineering/Pages/Default.aspx>}
- 3.3.12 **Broward County Traffic Engineering Division Publications which include and are not limited to the following** {available at: <http://www.broward.org/Traffic/Pages/Publications.aspx>):
- a. Maintenance of Traffic - General
  - b. BCTED Maintenance of Traffic School / Pedestrian
  - c. FDOT Maintenance of Traffic School / Pedestrian
  - d. Acceptance of Traffic Signal Maintenance and Timing by Contractor During Construction and Burn-in Period
  - e. School Zone Installation Requirements within Broward County

- f. School Zone Installation Standards, Policies, and Procedures
- g. Technical Policy Memos
- h. Pavement Marking and Signs Details
- i. Ground Sign Assembly Details
- j. Stop Sign and Street Identification Assembly Details
- k. W11-2 and Supplemental Sign
- l. Bicycle Pavement Markings and Signs Details
- m. Solar School Flasher Details – Ground Mount
- n. Solar School Flasher Details – Overhead Mast Arm
- o. S1-1 and Supplemental Sign
- p. Typical Signalization Plan
- q. Pedestrian Signal and Detector Installation Details
- r. Drilled Shaft Foundation and Cabinet Details
- s. Span Wire Modification Installation Details
- t. Typical Signal Pull Box Details
- u. Video Detection Details
- v. Pedestal Mounted Detail
- w. Power Service Details
- x. Internally Illuminated Street Name Sign Details
- y. BCTED General and Pay Item notes
- z. BCTED Signalization Design Requirements
- aa. BCTED Signalization Equipment Requirements
- bb. Communications Infrastructure Policies and Procedures
- cc. Communications Infrastructure Standards and Specifications
- dd. 660-4-xx Vehicle Detection Pay Item Notes
- ee. HDPE SDR 11 Conduit Memo 10-5-11
- ff. Mast Arm Paint Specification Effective 5-26-11
- gg. Roundabout Details
- hh. Speed Humps Specifications

#### **4. PAY ITEM STRUCTURE**

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

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

- 4.1.1 Field visits
- 4.1.2 Meetings
- 4.1.3 Permit acquisition time
- 4.1.4 Travel time
- 4.1.5 Loading and unloading
- 4.1.6 Mobilization
- 4.1.7 Restoration of work areas
- 4.1.8 Documentation
- 4.1.9 Scheduling
- 4.1.10 Submittals
- 4.1.11 Quality control

- 4.1.12 Inspections and testing
- 4.1.13 County's written acceptance
- 4.1.14 Quantity verification
- 4.1.15 Disposal of materials
- 4.1.16 Delivery of removed items requesting to be returned to a County facility
- 4.1.17 90 Day Burn-in Period
- 4.1.18 One year warranty
- 4.1.19 Preparation submittals of as-built drawings including hard copy and electronic files in AutoCAD/MicroStation and pdf format.

#### 4.2 Amended FDOT Pay Items

4.2.1 This solicitation is principally developed under the FDOT Pay Item structure included with the FDOT Basis of Estimates framework. The corresponding FDOT standards and specifications associated with each Pay Item represent the pre-requisite minimum standard required of the County. However, due to the fact that this is a general services contract, the County determined that further refinement, and more specificity of the standard FDOT pay item description, would better describe the more detailed and potentially varied requirements of this solicitation, and overall, better facilitate the bidding process. Therefore, in cases where it was deemed appropriate by the County to further clarify a particular FDOT pay item number, BHCED has provided references within pay items of the bid pricing sheets that further clarify the BCHCED specific project requirements.

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

#### 4.3 Usage of Hourly Labor and Equipment Rates

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

4.3.1 Maximum Limiting/Not-to-Exceed Amount. Under this method, a specific type of work, equipment, and personnel classification to be utilized is known with a reasonable degree of certainty, but the extent of the hours required to complete the work is uncertain. An example of this scenario would be the repair of damaged underground interconnect conduit where the type of work is known, but the extent of damage is not immediately known because the damage is underground. Similar to an hourly contract, the Contractor will perform the requested services within a pre-determined maximum not to exceed amount which sets a limit to the number of hours and the Contractor will have to document and report the actual hours worked under the

Purchase Order (PO). The Contractor shall only be compensated for actual documented hours and shall not be compensated for hours that exceed the PO maximum limiting number of hours or for hours performed by other classifications of personnel not included in the PO.

- 4.3.2 The cost of transporting equipment to and from the job site is included in the hourly rate of the applicable pay item. The County will not pay for equipment remaining overnight at the job site or if the equipment is not operational for four hours or longer.

## **5. CONTRACT ADMINISTRATION**

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

## **6. MANAGEMENT SERVICES AND PERSONNEL PROVIDED BY CONTRACTOR**

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

- 6.1 Contractor's field construction personnel at the job sites shall be qualified and experienced in the services to be performed.

- 6.2 All fiber optic installations shall be completed by personnel certified by the Fiber Optic Association as a Certified Fiber Optic Technician (CFOT®), Certified Premises Cabling Technician (CPCT), or equivalent. Proof of certification shall be provided upon County's request.
- 6.3 Wherever a new traffic signal is turned on or when an existing signal is modified, requiring control equipment, Contractor shall provide qualified personnel at the job site to assist in verifying and monitoring the operation. In cases where the Contractor does not have the technical expertise or required training, then a technical representative of the control equipment supplier shall be required at the job site at no additional expense to the County to assist in verifying and monitoring the operation. The technical representative, or Contractor's staff member accompanying the technical representative, must be an IMSA certified Traffic Signals Construction Technician Level II. Proof of certification shall be provided upon County's request.
- 6.4 When a traffic signal cabinet is being worked on or a new traffic signal cabinet is being put into operation, the representative must be an IMSA certified Traffic Signals Construction Technician Level III. Proof of certification shall be provided upon County's request.
- 6.5 All installation and/or training support must be provided by factory authorized personnel with IMSA Traffic Signal Field Technician Level II or III certification. Proof of certification shall be provided upon County's request.
- 6.6 Any of the Contractor's or subcontractor's personnel removed from service under this Contract shall be replaced by other qualified and experienced personnel as per the terms of this Contract. Failure to provide a replacement shall result in suspension of work that would have otherwise been performed by the personnel until the replacement personnel is approved by the PM. Any personnel who are found to have falsified records including, but not limited to, application documents, reference information, test or investigation results or reports provided to the County under this Contract, shall be immediately removed from providing service under this Contract. Any of the Contractor's or subcontractor's staff that is not certified, as required by this Contract, shall be immediately removed from providing service under this Contract until required certifications have been attained.
- 6.7 Contractor shall not subcontract work under this Contract to any Consultant that provided or provides professional services for projects under this contract.
- 6.8 **Contractor shall have a copy of this Contract and set of plans for work orders at each job site.**
- 6.9 All permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the work undertaken by Contractor pursuant to this Contract shall be secured and paid for by Contractor. Contractor shall be reimbursed only for the actual amount of the permit and/or licenses fee(s) as evidenced by an invoice or other acceptable documentation issued by the permitting agency. It is the Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the Project for whom a Certificate of Competency is required. Impact fees levied by any municipality shall be paid by Contractor. Contractor shall be reimbursed only for the actual amount of the impact fee levied by the municipality

as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to Contractor in no event shall include profit or overhead of Contractor.

## **7. PRE-CONSTRUCTION ACTIVITIES AND PROCEDURE**

### **7.1 Contract Kick-Off Meeting**

After award of a contract, a Contract Kick-off Meeting will be scheduled by the Contractor between County personnel and representatives of the Contractor. The purpose of the meeting is to provide an opportunity for all key personnel from the County and the Contractor(s) to meet one another and outline the processes and procedures associated with the Contract. Contractor will not be compensated for attending this Contract Kick-Off Meeting. The following represents a list of potential items to be discussed:

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

### **7.2 Pre-Construction Meeting**

7.2.1 Prior to any authorization to perform work, a project-specific pre-construction meeting will be held between the PM, other County staff, and the Contractor's project manager or other qualified personnel. When the County is only requesting the furnishing of items and services are not being requested, a pre-construction meeting will not be required. Contractor will not be compensated for attending pre-construction meetings; these costs are included in the unit prices of pay items. On less complex projects, the PM has the option to hold the Pre-construction meeting via a teleconference with the Contractor and other necessary County staff or agency.

7.2.2 Prior to the pre-construction meeting, the Contractor will be provided with a preliminary set of construction plans with estimated quantities, a sketch, or written instructions. Contract requirements, timeframes and design issues will be discussed leading up to and at the meeting. The Contractor will review the plans and estimated quantities and provide to PM any comments leading up to and at the meeting. In addition, a construction schedule for the



job shall be provided for the County's approval at the pre-construction meeting.

- 7.2.3 If no issues arise, then a PO and NTP may be issued to the Contractor, and the Contractor will thereby accept responsibility for completing the requirements of the Contract within the timeframe identified as part of the PO and NTP. Prior to issuance of the PO and NTP, if the Contractor identifies any discrepancies, then the Contractor shall immediately notify the PM, and every effort will be made to resolve those issues so that the work can proceed in a timely manner.

### 7.3 Purchase Orders and Notices to Proceed

- 7.3.1 The Contractor is not duly or legally authorized to perform work at the job site until the Contractor is in receipt of both a signed PO and NTP.
- 7.3.2 The Contractor will not be compensated for any work performed without prior County's written authorization.

### 7.4 On-Site Field Construction Meetings

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

### 7.5 Notification of Construction Commencement

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

## 8. SCHEDULE TO COMPLETE WORK

### 8.1 Notice to Proceed Based Completion Schedule

- 8.1.1 The required project completion date shall be clearly identified by the County at the project specific pre-construction meeting and outlined in the NTP. The Contractor will have ten (10) business days after the pre-construction meeting to either accept the scheduled deadline as initially presented or propose modifications to the scheduled deadline for County approval because of unforeseen construction related concerns.
- 8.1.2 No less than ten (10) business days from the pre-construction meeting and prior to issuance of a NTP, the Contractor shall submit to the PM the work order schedule.
- 8.1.3 At a time before the Contractor starts work at the job site, a field construction meeting may be held to discuss the proposed project schedules and to establish a working understanding among the parties as to the work.
- 8.1.4 The Contractor shall submit a "bar" chart schedule for the project, which accurately depicts the sequencing, interdependence and time periods normally indicated by the Critical Path Method (CPM). The bar chart shall be of suitable scale, detail, and be reviewed and approved by the PM. The schedule shall include the planned commencement and completion of the work order; and the planned construction of individual pay items listed in the design plans, including their respective start dates, finish dates, duration of all pay item activities, predecessors' activities, resources (i.e. crew and equipment) used to complete the work, and the phase of construction for each individual pay item. The bar chart shall be "double-lined", if requested by the PM, to evaluate and determine the relationship between planned and actual construction progress, and the effects of delays and changes to the work with respect to revisions in project time and cost.
- 8.1.5 Based on the bar chart, the Contractor and the PM shall mutually agree upon the controlling items of work for each bi-weekly (two week) segment of the construction period. These controlling items shall be highlighted and readily identifiable.
- 8.1.6 In addition, the bar chart shall be revised whenever the Contractor changes the project schedule. Reasons for such changes shall be documented by the Contractor in writing and attached to the updated bar chart. Approval of the bar chart by the PM shall not constitute approval of the Contractor's means and/or methods of work.
- 8.1.7 The Contractor shall be responsible for preparing, updating the status of the construction items, and providing the work order schedule at scheduled progress meetings, which may be scheduled on a weekly, bi-weekly, or monthly basis depending on the complexity of the NTP.
- 8.1.8 No payment shall be made for preparation and/or revision of the bar chart.

8.2 The Contractor's project manager shall notify the PM via email at least one business day in advance of the daily construction activities. The PM may request a different time interval to receive construction activity notification, such as weekly, bi-weekly, and so forth. The agreed upon construction notification procedures shall be documented in a memo as part of the NTP provided by the PM, if it is to vary from the daily notification procedures stated above. The Contractor's project manager shall provide, at a minimum, the following information in the daily notifications:

- 8.2.1 PO Number
- 8.2.2 Permit Number
- 8.2.3 Approved MOT Plan or Index Number
- 8.2.4 Date of Construction Activities
- 8.2.5 Arrival Time
- 8.2.6 Crew Supervisor's Name
- 8.2.7 Pay Items to be Furnished and/or Installed

8.3 The County reserves the right to request additional information to be added to the submittals of the Contractor's daily notifications.

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

8.5 Schedule Adherence NTP

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

8.6 Substantial Completion

8.6.1 When the Contractor considers that the Work, or a portion thereof designated by the Contract Administrator has reached Substantial Completion, the Contractor shall notify the Contract Administrator or designee, in writing, and prepare a Certificate of Substantial Completion for County's review. A sample Certificate of Substantial Completion is attached.

8.6.2 The Contract Administrator or designee shall inspect the work. When the Contract Administrator or designee, based on such an inspection, determines that the work or designated portion thereof is substantially complete, the Contractor Administrator will then review and approve the Certificate of Substantial Completion.

8.6.3 The Certificate of Substantial Completion shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work, and insurance; and shall list all work yet to be completed to satisfy the requirements of the work order for Completion and

Final Acceptance of the work. The failure to include any items of corrective work on such list does not alter the responsibility of the Contractor to complete all the work in accordance with the work order and detailed scope of work.

## 8.7 **Adjusting Substantial Completion Time**

- 8.7.1 The County may grant an extension of Substantial Completion Time when it increases the Purchase Order amount due to overruns in original Contract items, adds new work items, or provides for unforeseen work. The County will base the consideration for granting an extension of Substantial Completion Time on the extent that the time normally required to complete the additional designated work delays the Substantial Completion schedule.
- 8.7.2 The County may grant an extension of Substantial Completion Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of issuing a Notice to Proceed. The County may allow such extension of time only for delays occurring during the Substantial Completion Time period or authorized extensions of the Substantial Completion Time period. When failure by the County to fulfill an obligation under the Purchase Order results in delays to the controlling items of work, the County will consider such delays as a basis for granting a time extension to the Substantial Completion date.
- 8.7.3 Whenever the Engineer suspends the Contractor's operations for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The County will not grant time extensions to the Substantial Completion date for delays due to the fault or negligence of the Contractor.
- 8.7.4 The County does not include an allowance for delays caused by the effects of inclement weather in establishing Substantial Completion Time. The Engineer and Contractor will continually monitor the effects of weather and, when found justified, the Engineer will grant time extensions on either a bimonthly or monthly basis. The Engineer may require the Contractor to submit a request for additional time due to the effects of weather.
- 8.7.5 The County shall grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions or related adverse soil conditions that prevent the Contractor from productively performing controlling items of work resulting in:
- a. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items; or
  - b. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.
- 8.7.6 No additional compensation will be made for delays caused by the effects of inclement weather.

- 8.7.7 The County will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area wide shortage, an industry wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area wide shortage, an industry wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.
- 8.7.8 The County will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.
- 8.7.9 The County will consider the effect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:
- a. Delays are the result of either utility work that was not detailed in the plans or utility work that was detailed in the plans but was not accomplished in reasonably close accordance with the schedule included in the Notice to Proceed.
  - b. Utility work affected progress towards the completion of controlling work items.
  - c. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.
- 8.7.10 As a condition precedent to an extension of Substantial Completion Time the Contractor must submit to the Engineer:
- a. A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely, and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the

delay, and the controlling item of work affected by the delay. Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Substantial Completion Time extension shall include as a minimum all documentation that the Contractor wishes the County to consider related to the delay, and the exact number of days requested to be added to Substantial Completion Time.

- b. Upon timely receipt of the preliminary request of Substantial Completion Time from the Contractor, the Engineer will investigate the conditions. If it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor, the Engineer will take appropriate action to mitigate the delay. Upon timely receipt of the request for a Substantial Completion Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Substantial Completion Time will be made and the Notice to Proceed will be modified in writing accordingly.
- c. The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of contract time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the County's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the County's determination as to entitlement as to time will be final, unless the Contractor can prove by clear and convincing evidence to a Contract Administrator that the County's determination was without any reasonable factual basis.

## **9. LATE PERFORMANCE AND LIQUIDATED DAMAGES**

- 9.1 The Contractor is expected to complete all project NTP's within the date of substantial completion specified. Should the Contractor fail to complete any NTP by its scheduled substantial completion date without a County pre-approved written time extension, the Contractor shall be issued a "Notice of Delinquency" within five (5) calendar days following the original NTP completion date. The "Notice of Delinquency" shall place the Contractor on notice that the Contractor will have only fourteen (14) calendar days beyond the original NTP substantial completion date to attain substantial completion of the work order, or the County shall invoke its right to collect liquidated damages at the rates established in this section and the Special Instructions to Vendors.

- 9.2 For all work orders, regardless of whether the work order time is stipulated in calendar days or working days, the Consultant will count default days in calendar days.
- 9.3 The County reserves the right to deduct liquidated damage costs from payments owed to Contractor for the work under this contract, or as much thereof as the County may, at its own option, deem just and reasonable.
- 9.4 The County does not waive its right to liquidated damages due under the work order by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the PO/NTP time, including granted time extensions.
- 9.5 In the case of a default by the Contractor of the work order and the completion of the work is performed by the County, the Contractor and its surety are liable for the liquidated damages under the PO/NTP. The County will not charge liquidated damages for any delay in the final completion of the County's performance of the work due to any unreasonable action or delay on the part of the County.
- 9.6 The following daily charges per calendar day shall apply to each Project/Purchase Order issued under this Contract and are based on the FDOT Standard Specifications for Road and Bridge Construction, 2021 edition:

<b>Table 1 Liquidated Damages</b>	
Project/Purchase Order Amount	Daily Charge per Calendar Day
\$50,000 and under	\$1,015
Over \$50,000 but less than \$250,000	\$1,045
\$250,000 but less than \$500,000	\$1,170
\$500,000 but less than \$2,500,000	\$1,690

- 9.7 This amount is not a penalty but liquidated damages to the County. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the County as a consequence of such delay. Vendor acknowledges and agrees that damages to County from untimely completion are extremely difficult to determine, and accordingly the Vendor agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.
- 9.8 Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regards 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.
- 9.9 Peak-hour lane closures, pedestrian access route closures, and traffic signal maintenance and operation during construction: All contracts with County for construction in public right-of-way shall contain provisions for the assessment of liquidated damages for unauthorized peak-hour lane closures, pedestrian access route closures without authorization, and traffic signal maintenance and operation not in conformity with the Minimum Standards or, where applicable, the elevated requirements contained in the contract documents.

9.9.1 **Peak-hour Lane Closures:** Peak-hour lane closures will be prohibited unless all viable alternatives have been explored and reasons for the closures are warranted, justified, and documented. Peak-hour lane closures proposed by Contractor must be preapproved in writing by County; otherwise, they are expressly prohibited. Failure of Contractor to comply with this requirement will result in assessment of liquidated damages according to the schedule below and will be assessed until the prohibited peak-hour lane closure is reopened.

Unauthorized Lane Closure Liquidated Damage Schedule	Occurrence Adjustment Factor			
	1st 10%	2nd 25%	3rd 50%	4th 100%
Liquidated Damage Cost First 30 Minutes	TBD*	TBD*	TBD*	TBD*
Liquidated Damage Cost Each Additional 30 Minutes	TBD*	TBD*	TBD*	TBD*
<u>Maximum</u> Daily Charge Per Calendar Day	See Table 1 Liquidated Damages			

\*To be Determined (TBD) amount will be calculated by Consultant using the Methodology for Liquidated Damages for Traffic and Pedestrian Impacts and Signal Maintenance prepared by Consultant for Broward County Highway Construction and Engineering Division.

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

9.9.3 After issuance of the first notice to proceed and prior to beginning construction, Contractor shall submit to the Traffic Engineering Division for approval the signal timing plan(s) for all signalized intersections identified in those plan(s). The plan(s) must clearly identify each intersection's proposed traffic movements with associated timing throughout each phase of construction.

- a. Contractor shall assume and accept maintenance responsibilities for the signalized intersections identified in the Contract Documents. Maintenance responsibilities include, but are not limited to:
  - Repairing or replacing defective equipment.
  - Implementing signal timing plan(s) and performing necessary adjustments thereto.



- Performing all video/vehicle detection system changes required by Minimum Standards and all traffic control manuals, and deemed necessary by the Traffic Engineering Division's Director, or designee.
  - Maintaining existing systems communications with the Traffic Engineering Division's Traffic Management Center.
  - Adjusting signal equipment to meet the Minimum Standards and all traffic control manuals during each phase of construction.
- b. At the sole discretion of the Consultant, and if the approved signal timing plan causes extended congestion or delays, Contractor will be directed to study the intersection signal timing plan and to prepare a report with its recommendations. Based on the report, the Consultant may direct Contractor to prepare an alternative signal timing plan for the Traffic Engineering Division's review and approval. The report shall be provided to the Traffic Engineering Division within two (2) business days after such direction. Failure of Contractor to provide a report of the intersection signal timing plan recommendations to the Traffic Engineering Division within two (2) business days after request will result in liquidated damages in the amount of Three Thousand Five Hundred Dollars (\$3,500) per day until the report is received. Within twenty-four (24) hours after Contractor's receipt of the Traffic Engineering Division's approved changes to an intersection's signal timing plan, Contractor shall submit to the Traffic Engineering Division any proposed modifications to the approved changes; otherwise, any objections to the approved changes will be deemed waived. Thereafter, Contractor's failure to implement the approved changes within twenty-four (24) hours will result in liquidated damages in the amount of One Thousand Dollars (\$1,000) per day until the approved changes to the signal timing plan are implemented.
- c. All existing traffic signalization equipment is presumed to be in good working order unless Contractor submits written notice to the Traffic Engineering Division's Director, or designee, before beginning construction, identifying any issues with the equipment. After commencement of construction, any subsequent damage, or malfunctions to the signal equipment, including but not limited to mast arm and strain pole structures, must be repaired by Contractor at Contractor's sole expense.
- 9.9.4 **Appeals:** If Contractor desires to appeal any assessment of liquidated damages imposed herein, Contractor shall submit to the Contract Administrator written notice of its intent to dispute the assessment within ten (10) calendar days after Contractor's receipt of County's notice of assessment; otherwise, any objection to either the assessment or the amount will be deemed waived. Contractor's notice of appeal must provide the basis for the objection(s) and any other supporting documentation to assist in dispute resolution. Once the Contract Administrator receives notice of Contractor's intent to dispute, County and Contractor will hold a conference within ten (10) calendar days to resolve the dispute. If disputed issues remain after the conference is held, or if no such conference occurs

within ten (10) calendar days after the Contract Administrator's receipt of Contractor's notice, the parties shall undertake resolution of disputes.

## 10. TEMPORARY SUSPENSION OF WORK

- 10.1 The County has the right to stop work on a project for which a NTP has been issued in the event of unforeseen circumstances or conditions that warrant temporary suspension of work. Upon request to temporarily suspend work, the Contractor shall secure and clean up the site prior to departure. The Contractor shall accept this provision of the Contract, and shall be provided no additional compensation, and shall have no additional claims against the County should the Contractor be provided with this notice.
- 10.2 The County or any public official with jurisdiction within the Contractor's work zone may stop work at the job site when deficiencies with the MOT/WZTC setup exist such that the resulting conditions represent an immediate safety hazard to the public.

## 11. INSPECTION AND METHOD OF QUANTITY MEASUREMENTS

- 11.1 All construction tests and inspections required by the County shall be witnessed by the PM and the following representatives:
- 11.1.1 A representative (Inspector) of BCHCED (or other County requesting agency), and/or a representative of the Engineer of Record for the Project, and
  - 11.1.2 A representative of the Contractor
- 11.2 When necessary, in addition to the above, the following representatives may be required when requested by the County:
- 11.2.1 A representative of the testing lab (who will perform and certify the test results), and
  - 11.2.2 A representative of the "facility owner" if testing of a public utility is being performed, and
  - 11.2.3 A representative of BCTED if testing of signal, lighting, and/or communication components is being performed, and
  - 11.2.4 If applicable, a representative of the governmental agency in which work is being performed in their jurisdiction as required.
- 11.3 Construction inspected by the County may be rejected for reasons of incompleteness or governing standards and specifications violation. The work shall be made to comply and the request for inspection repeated as outlined herein. It shall be assumed that the responsible individual(s) in charge of the work shall have inspected the work themselves and found the work to be in compliance with this Contract, NTP, referenced governing standards and specifications in this Contract, and the plan requirements before the request for inspection is made.
- 11.4 It is the responsibility of the Contractor, who holds the permit, to ensure that the job site and work area are accessible and the required documentation for the requested inspections/re-inspection(s) are provided on-site. Failure to provide this access shall constitute a rejection of the pay item(s) construction and shall be scheduled for re-

inspection and subject to applicable re-inspection fees as per Broward County Administrative Code Section 38, as amended. Contractor is responsible for rescheduling all re-inspection(s).

- 11.5 BCHCED shall witness such inspections/re-inspections and shall require the Contractor to perform tests as it deems appropriate to insure proper installation.
- 11.6 No labor, material, or equipment required for the testing of facilities shall be furnished by the County, the facility owner, or any other governmental agency.
- 11.7 The Contractor shall perform the tests(s) in the presence of the PM. If BCHCED fails to witness a properly scheduled test, the certification of the Engineer of Record shall only be accepted as determined by BCHCED.

## **12. REQUESTS FOR INSPECTION, QUANTITY VERIFICATION, “AS-BUILT” PLANS, AND PARTIAL PAYMENT**

### **12.1 Inspection Request for Partial Completion of NTP**

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

- 12.1.1.1 PO Number
- 12.1.1.2 Permit Number
- 12.1.1.3 Proposed Date of Construction for Pay Item Inspection
- 12.1.1.4 Proposed Time of Inspection
- 12.1.1.5 Crew Supervisor’s Name
- 12.1.1.6 Pay Items to be Inspected and Estimated Quantities

12.1.2 The County reserves the right to request additional information be added to the submittals of the Contractor’s construction inspection notifications request.

### **12.2 Final Inspection Request**

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

- 12.2.1.1 PO Number

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

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

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

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

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

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

12.2.6 Contractor shall maintain all work until the County has reviewed and passed final completion.

### 12.3 Re-inspection and Retesting Fees

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

### 12.4 Field Verification and Measurement of Quantities Prior to Invoicing

12.4.1 Field verification of installed pay items and the measurement of quantities shall be performed and witnessed jointly between representatives of the Contractor and the County, respectively.

12.4.2 The Contractor may request a Quantities Verification Meeting (QVM) after each PO issued project is complete and has passed final inspection. The QVM may be requested by the Contractor in writing, via email, at least five (5) business days in advance of the desired meeting date. The QVM shall be performed by knowledgeable representatives from both the Contractor and County. The purpose is to mutually field verify, and mutually agree to, the project quantities physically installed in the field as of the time of the

QVM. The intent is to avoid quantity discrepancies and/or unnecessary repeated trips to the job site.

- 12.4.3 The field verification of individual “per each” quantities should be straightforward upon visual inspection and each individual piece of equipment will be either tabulated as “not installed” (zero) or “fully installed” (100%) in integer values. No partial or percentage-based quantities shall be allowed to be tabulated for “per each” individual components as noted in the PO. The Contractor shall be required to provide the County with a certified As-Built Plan that clearly outlines the various “per each” items in accordance with the requirements of the As-Built Plan section of the Contract. The As-Built Plans shall also be supplemented with tabular data providing, at a minimum, the pay item number and the quantity installed. The PM reserves the right to require the Contractor to provide GPS coordinates for certain pay items in the tabular submittal of the As-Built Plans.
- 12.4.4 The field verification of “per assembly” quantities should also be straightforward upon visual inspection, and each individual piece of equipment will be either tabulated as “not installed” (zero) or “fully installed” (100%) in integer values. No partial or percentage based quantities will typically be allowed to be tabulated for “per assembly” components as noted in the PO. Since the “per assembly” items are often comprised of multiple parts, each part of the assembly shall be fully attached and integrated as such that a fully functional assembly shall be provided in order to receive 100% installation credit. The Contractor shall be required to provide the County with a certified As-Built Plan that clearly outline the various “per assembly” items in accordance with the requirements of the As-Built Plan section of the Contract. The As-Built Plans shall also be supplemented with tabular data providing, at a minimum, the pay item number and the quantity installed. The PM reserves the right to require the Contractor to provide GPS coordinates for certain pay items in the tabular submittal of the As-Built Plans.
- 12.4.5 The field verification of linear quantity items, such as conduit and cable, is generally more involved as these types of installations are often not visible and/or are located underground, making quick visual inspections impractical. For all linear types of pay item quantities, the Contractor shall be required to provide the County with a certified As-Built Plan that clearly outlines the various linear runs, segment lengths and terminus points of each pay item in accordance with the requirements of the As-Built Plan section of the Contract. Quantities shall be measured in terms of direct line measurements from terminus point to terminus point, such as from center of pull box to center of pull box for conduit.
- 12.4.6 Cable quantities measured shall be in linear footage due to governing design standards and specifications required for cable slack (i.e. loops, etc.) and underground vertical curvature. All cable to be paid for in linear feet shall be required to have foot markings. Payment for cable shall be based upon the length installed between cable terminations, as determined by the manufacturer’s sequential markings printed on the cable jacket, and recorded to the nearest foot. Cables not meeting the previous specifications shall not be paid when invoiced and shall be rejected during inspection.

- 12.4.7 Prior to completion of the on-site QVM, representatives from both the Contractor and the County will sign-off on the agreed quantity measurements. The Contractor shall supply at least two copies of all records, so that each party concludes the meeting with signed copies of all field verification documents. After conclusion of the QVM, the Contractor will be able to submit a corresponding final invoice to the PM for completion of the statement of work and payment of the verified and approved pay item quantities. The County representative shall verify the invoice based on the QVM and prepare the necessary documentation for payment of the invoice.
- 12.4.8 The Contractor shall abide by the above-described procedures in order to ensure appropriate and timely payment of invoice(s). It is extremely important to emphasize that the field verification process is a mandatory pre-requisite to the actual submission of an invoice; the submission of unsubstantiated invoices prior to an inspection approval and to a mutual field verification of quantities shall result in immediate rejection of the invoice, potentially further delaying payment.

## 12.5 "As-Built" Plans

- 12.5.1 The Contractor shall maintain field drawings to reflect the "as-built" items of work as the work progresses. These record documents, together with all approved samples and a counterpart of all approved shop drawings, shall be always available to the PM. These record documents and project schedule shall be brought to the progress meetings by the Contractor to discuss the status of the project.
- 12.5.2 Upon completion of the work, the Contractor shall prepare a record set of "as-built" drawings on reproducible material (i.e. Computer Aided Design [CAD] format). The County uses AutoCad and is the acceptable CAD format of reproducible material. In addition, the Contractor may also be required to submit to the County a set of five hard copies of the signed and sealed as-builts as indicated below.
- 12.5.3 The cost of maintaining record changes, and preparation of the Record Drawings, shall be included in the unit prices bid for the affected items. Upon completion of the work, the Contractor shall furnish the County the reproducible "As-Built" drawings. The completed Record Drawings shall be delivered to the County at least seven (7) business days prior to final inspection for the NTP. The final inspection will not be conducted unless the Record Drawings are in the possession of the PM.
- 12.5.4 The completed (or final) Record Drawings shall be certified by a Professional Land Surveyor registered in the State of Florida. This certification shall consist of the Surveyor's embossed seal bearing the Surveyor's registration number, name, signature, and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set, shall list the Surveyor's name, business name, business address telephone number, and email address. The certification shall follow the Florida Board of Professional Engineer's regulations.
- 12.5.5 Representative items of work that should be identified on the Record Drawings as verified, changed, or added, include the following:

### 12.5.5.1 Roadway Plans

- 12.5.5.1.1 Drainage structure types, location with grade of rim and flow line elevations.
  - 12.5.5.1.2 Utility type, size, and elevation in conflict structures.
  - 12.5.5.1.3 All manholes/maintenance hatches, valves, and hydrants within the right-of-way.
  - 12.5.5.1.4 Roadway cross section elevations, right-of-way to right-of-way, at high points (crests) and low points (sags).
  - 12.5.5.1.5 Elevation at ends of returns and high points in curb and gutter.
  - 12.5.5.1.6 Weir elevations at pollution control structures.
  - 12.5.5.1.7 Spot (critical) elevations at plateau intersections.
  - 12.5.5.1.8 Final cross sections necessary for earthwork payment.
  - 12.5.5.1.9 Sidewalks and ADA ramps station and offsets including any design required elevations.
- 12.5.5.2 Traffic Signalization Plan: Equipment changes, support locations, controller locations, and service points. Show station and offset of all poles and cabinets including any design required elevations.
- 12.5.5.3 Pavement Marking and Signing Plans: Signs and markings at locations where installations vary from plan requirements.

## 13. QUALITY OF WORK, GUARANTEES, AND WARRANTIES

### 13.1 Quality of Work

- 13.1.1 The Contractor shall conform to all the specifications contained within, or referred to within this Contract, and provide all installations and final construction to a level of quality acceptable to the trade and to the County.
- 13.1.2 The Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all services furnished by the Contractor under this Contract. The Contractor shall provide Quality Control (QC) to verify, independently check, and review all PO and NTP design drawings, specifications, and other documentation prepared for construction services as part of this Contract. No fabrication, casting, or construction shall occur until all related Contractor comments and/or concerns are addressed by the PM.
- 13.1.3 The Contractor further agrees to follow appropriate project drawings or sketches provided that outline the work requirements, and to follow all verbal and written instructions issued by the PM insofar as said instructions fall within the scope and limitations of this Contract.
- 13.1.4 The Contractor further agrees to use construction equipment which is safe and maintained in good working condition, and to provide proper direction and supervision of all work crews, including subcontractor forces, who are performing work tasks under this Contract. The County may reject unsafe equipment.

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

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

#### 13.2 Contractor's Quality of Work Guarantee

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

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

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

#### 14.1 General MOT and WZTC Requirements

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

14.1.2 The Contractor shall implement and continuously comply with the MOT and WZTC requirements and criteria outlined in the most current version of the FDOT Design Standards, Index 600 series and all applicable sections of the MUTCD and the County's Minimum Standards applicable to public rights-of-way under Broward County jurisdiction.

14.1.3 The Contractor shall inherently be paid for installation and maintenance of all MOT and WZTC equipment and labor in accordance with the unit prices for Maintenance of Traffic Pay Items. Payment for MOT shall only be applicable for Furnish and Install, Install, Remove and Relocate pay items performed in the public right-of-way that specifically require implementation of MOT and WZTC measures.

14.1.4 The Contractor shall not be paid MOT for "Furnish Only" items or any other services that do not specifically require the implementation of MOT and WZTC measures in the public right-of-way.

14.1.5 A MOT Plan shall be provided by the Contractor to the PM and BCTED for approval, prior to the issuance of a PO. An approved MOT Plan shall be required when work is being performed within a Broward County Right-of-Way regardless of whether an MOT permit is required. Once the MOT Plan



has been approved by the PM, then the Contractor shall have the approved MOT Plan on-site prior to, and during, the entire operation. The cost of the MOT plan is included in the Maintenance of Traffic Pay Items.

- 14.1.6 A Certified Worksite Traffic Supervisor shall be present to direct the initial setup of the traffic control plan, shall be available on a twenty four (24) hour basis, shall participate in all changes to traffic control, and shall review the project on a daily basis. The MOT is valid for the duration of the permit or completion of the project's PO/NTP, whichever comes first. Once the MOT is approved by the PM, the permitted Contractor shall be solely responsible for the installation and maintenance of the approved work zone traffic control devices throughout the length of the project. Refer to Maintenance of Traffic General Instructions provided at the following location: <http://www.broward.org/Traffic/About/Pages/Publications.aspx>.
- 14.1.7 The Contractor shall be responsible for all traffic control equipment delivered to the job site as a part of the approved MOT plan. All equipment shall be clean, fully operational, and fully reflective as per intended design and the requirements of the MUTCD and FDOT Design Standards, Index 600 series. Failure to ensure all aspects of these criteria will be cause for immediate suspension of work until the sub-standard equipment is repaired or replaced.
- 14.1.8 The information provided on the MOT plans may consist of simply notes and references to the FDOT Design Standards, Index 600 series or may be as elaborate as detailed individual phase layouts using profile sheets and interchange and intersection layout sheets, all depending on the complexity of the PO/NTP as determined by the PM. The Contractor shall provide to the PM all requested information needed for approval, including the Contractor's proposed MOT plan. The MOT plans shall adhere to the FDOT Design Standards, Index 600 series and all applicable sections of the MUTCD and County's Minimum Standards.

## 14.2 MOT and WZTC Certifications

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

### 14.3 Allowable Work Hours During Construction

14.3.1 Work involving the reduction of travel lanes is strictly prohibited to the hours of 6:30 a.m. to 9:00 a.m. and 4:00 p.m. to 6:30 p.m., Monday through Friday, unless approved, in writing, by the PM. A copy of the approved request shall be kept on-site when performing work during these hours.

14.3.2 Work is prohibited on all County recognized holidays unless prior approval is approved, in writing, by the PM.

14.4 Work hour restrictions of designated school walk routes and school speed zones are listed in the Specifications and Requirements. Work is prohibited on all County recognized holidays unless written prior approval is granted PM.

14.5 Weekday night work and weekend work may be permissible if the Contractor's request is provided, in writing, to PM no less than four (4) calendar days prior to the requested workdays, and the Contractor is willing to comply with the special provisions imposed by the County to perform the nighttime or weekend work. These special provisions may include, but are not limited to, the Contractor commitment to pay the associated overtime expenses charged by BCHCED and/or the local municipality.

### 14.6 Pedestrian Considerations

14.6.1 At least one safe Accessible Route must be provided when any construction adversely impacts existing pedestrian facilities. The Contractor shall be responsible for implementing safe ADA accessible routes through construction zones and work areas under the Maintenance of Traffic Plan.

14.6.2 The Contractor must utilize whatever means necessary to continually maintain safe walk routes, crosswalk areas, and transit stop areas.

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

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

### 14.7 School Pedestrian and School Zone Considerations

14.7.1 In addition to the above pedestrian requirements, School Pedestrian and School Speed Zone WZTC requirements are critically essential to the safety of school children and the motoring public. The Contractor must strictly adhere to all requirements outlined in the BCTED Maintenance of Traffic School/Pedestrian requirements. In general, construction work that directly impacts school walk routes, or is in the immediate proximity to school walk routes, signalized school crosswalks, or other areas of school pedestrian activity must be suspended temporarily during the thirty (30) to sixty (60)

minutes prior to start of school in the morning, and the thirty (30) minutes following the end of school in the afternoon, or as otherwise stipulated by the PM.

- 14.7.2 Similarly, lane closures during these time periods within the limits of reduced school speed zones, even temporary lane closures of fifteen (15) minutes or less, are also strictly prohibited unless an alternate plan has been pre-approved in writing by the PM.
- 14.7.3 These requirements are generalized and are subject to modification or further restriction based on the specific requirements of each school area.
- 14.7.4 Failure to suspend work during these time frames in designated school areas shall result in the immediate shut down of work for the remainder of the day.
- 14.7.5 Also, since certain notifications must be provided to the School Board of Broward County prior to start of construction, it is imperative that the Contractor provide to the PM a construction schedule, with the required information requested in the previous requirements, including anticipated start date, at least thirty (30) business days in advance of actual start of construction for work within designated school zones.
- 14.7.6 The MOT/WZTC set-up associated with school areas shall be the responsibility of the Contractor and shall be inherently paid as part of the Maintenance of Traffic Pay Items associated with this contract.

#### 14.8 Obstructions, Debris, Open Holes, and Other Hazards

- 14.8.1 It shall be the Contractor's responsibility to continuously ensure that all travel lanes, walk routes, and other areas of public use within work zones are free of obstructions, debris, rubbish, litter, open holes, and other hazards.
- 14.8.2 All holes partially completed pull box installations, etc., must be backfilled with temporary fill at the close of work operations each day.
- 14.8.3 All debris, rubbish, and litter shall be removed from the job site at the close of work operations each day.
- 14.8.4 All MOT/WZTC construction zone signs must be safely installed and provide minimum setbacks and clearances from travel lanes and walk routes in accordance with FDOT and MUTCD standards.
- 14.8.5 All walk routes and pedestrian areas must be maintained in a safe condition, clear of debris and hazards.

#### 14.9 Warning Lights on Construction Vehicles

- 14.9.1 All Contractor and subcontractor vehicles being utilized at the job site shall be equipped with at least one amber or white flashing light, rotating beacon, strobe, or LED assembly that is fully visible 360 degrees in all directions around the vehicle.

14.9.2 For vehicles in which the attached equipment may fully or partially obstruct the single warning light in any direction, two or more amber and/or white warning lights shall be required to ensure at least one warning light is visible from all directions around the vehicle.

14.9.3 All warning lights shall be Class 2 amber or white warning lights that meet the Society of Automotive Engineers Recommended Practice SAE J845, latest edition.

14.9.4 The operation of such warning lights shall be in accordance with Sections 316.235, 316.2397 and 316.240, Florida Statutes, as amended.

#### 14.10 High Visibility Safety Apparel

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

#### 14.11 MOT Inspections

14.11.1 The County reserves the right to inspect all MOT setups. Failure of the Contractor to set up proper MOT shall result in the issuance of a "Notice of Violation". MOT violations shall be assessed and charged as re-inspection fees.

14.11.2 Upon issuance of an MOT "Notice of Violation" is issued, all work shall immediately be suspended until the MOT Violation is corrected and the MOT is approved by the PM.

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

#### 15.1 Contractor's Responsibilities

15.1.1 It shall be the responsibility of the Contractor to undertake a field review of existing site conditions to document any pre-existing conditions or deficiencies which could otherwise be later attributed to the Contractor's work if not initially reported as "pre-existing".

15.1.2 It is highly recommended that the Contractor take photographs or video logs of the site immediately prior to commencement of construction. The Contractor should document any damages or deficiencies related to project work areas and any other area adjacent to or that could be considered incidental to any construction in the area. This documentation should be provided to the PM prior to commencement of the work.

15.1.3 The Contractor should identify and document such items as damaged sidewalk areas, curbing, pull boxes, utility poles, traffic control signs, landscaping, irrigation, and the equipment of other utilities.

15.1.4 The Contractor is also advised to pay particular attention to and photo document the original pre-existing condition of paver driveways, ornamental trees or shrubs, flower beds, fencing, monument signs, decorative street lighting, and other items that may be maintained by adjacent homeowners' associations or commercial interests as claims are often made for incidental damages to these items.

15.1.5 Once the Contractor commences construction, it shall be presumed by the County that any damages or deficiencies identified in the work area during later County inspections or identified by other utilities or agencies during their normal maintenance activities, are attributable to the Contractor, and the Contractor shall be held responsible for the repair(s).

15.1.6 The Contractor shall be responsible for the job site described in the PO/NTP from the start of construction through the date of final acceptance.

## 15.2 County's Responsibilities

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

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

## 16. 90 DAY BURN-IN PERIOD

16.1 The 90 Day Burn-In Period (Burn-In Period) shall be applicable to projects which involve constructing, installing, mounting, and integrating traffic signal systems, traffic signal equipment, video detection equipment, school flasher equipment, and/or ancillary components made operational and tested as part of the PO.

16.2 The Contractor shall include the Burn-In Period in its schedule provided to the County with the PO.

16.3 The Burn-In Period cost shall be included in the price of the individual pay items.

16.4 When the Contractor considers that the work for a PO applicable to the 90 Day Burn-In period has reached Substantial Completion, the Contractor shall notify the PM and BCTED, in writing. When the PM, on the basis of an inspection, determines that the work at the intersection or designated portion thereof is substantially complete, the Contractor will prepare a Certificate of Substantial Completion for the County's approval. The Certificate of Substantial Completion shall state the responsibilities of County and Contractor for security, maintenance, utilities, damage to the work, and insurance. The PM shall develop a list of items remaining which need to be completed after substantial completion, and the Contractor shall review this (Punch List) to satisfy the requirements of the Contract for Final Completion and to make the work satisfactory and acceptable, subject to successful completion of the Burn-in Period. The Punch List shall be provided to the Contractor within five (5) business days after final development and review. If the final Punch List is not provided within the stated timeframe, the Contract Time for completion shall be extended by the number of days

- exceeding the five (5) business days. The failure to include on the Punch List any items of corrective work does not alter the responsibility of the Contractor to complete all of the work in accordance with the Contract.
- 16.5 The Burn-in Period shall commence upon completion or correction of the items listed on the Punch List, as determined by the PM. Successful completion of the Burn-in Period is a condition precedent to Final Completion.
- 16.6 Upon County's written notice of successful completion of Punch List, a 90 consecutive calendar day Burn-In Period test shall commence for all traffic signal systems, traffic signal equipment, and ancillary components designed, procured, constructed, installed, mounted, integrated, made operational, and tested as part of the construction project.
- 16.7 During the Burn-In Period, the Contractor shall retain maintenance responsibility for the project.
- 16.8 The Contractor shall be responsible to repair or replace any defective portion of the system that occurs within this test period. Any corrective action proposed by the Contractor for a failure during the Burn-In period shall be submitted to the County for approval prior to the Contractor's commencement of said corrective action. Under emergency situations, the Contractor shall immediately contact BCTED to obtain approval of proposed corrective action. The corrective action for a failure shall be fully documented as part of the Contractor's Burn-In documentation process. After corrective action has been taken, the Contractor shall submit to the County the required documentation to prove that all units have been successfully reconfigured or updated.
- 16.9 The Contractor shall provide contact information for technical personnel that shall be available on-site within twenty (24) hours of notification of the need for services during the Burn-In period.
- 16.10 The Contractor shall repair or replace any subsystem, traffic signal device or ancillary component that fails to function properly due to defective materials, quality and/or natural causes.
- 16.11 In the event of a system, traffic signal device, or ancillary component failure, with the exception of consumable items, the specific intersection may be put into "Flash Mode" for purposes of testing and correcting identified deficiencies, if necessary.
- 16.12 Each time an identified deficiency has been corrected and meets all applicable tests as per the minimum technical requirements, the Burn-In Period test shall be restarted at the current day-count of the 90 consecutive calendar day Burn-in period.
- 16.13 If the total number of deficiency occurrences exceeds three due to the same traffic signal systems, traffic signal equipment, and ancillary components, the Contractor shall:
- 16.13.1 Remove and replace the traffic signal systems, traffic signal equipment, and ancillary components with a new and unused unit;
  - 16.13.2 Perform all applicable stand alone, system, and Operational Tests, as deemed necessary by the County; and
  - 16.13.3 Upon written approval from the County, restart the Burn-In Period.

- 16.14 The Burn-In Period test steps described herein shall be repeated as many times as deemed necessary by the County to satisfy the requirements.
- 16.15 The Contractor shall not be granted time extensions to perform the Burn-In Period test due to any failures as described herein. The Contractor shall correct all failures during the Burn-In Period test at no additional cost to the County.
- 16.16 Upon successful completion of the Burn-In Period, the County will issue a Letter of Final Acceptance of Operational Maintenance and the warranty shall commence. The Contractor may invoice for Retainage upon receipt of Letter of Final Acceptance.

## **17. RESTORATION OF WORK AREAS**

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

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

## 18.1 Contractor's Responsibilities

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

## 18.2 Incident Investigation and Automatic Suspension of Work

18.2.1 At the option and sole discretion of the County, the County may implement an emergency temporary suspension of all Contractor's work for an automatic period of up to five (5) business days following any emergency incident until the incident has been investigated to the satisfaction of the County.

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

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

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

### 19.1 Declared Emergency

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

19.1.2 For a Declared Emergency to have an effect on this Contract, the Declared Emergency must be declared specifically for Broward County by the President of the United States, Governor of the State of Florida, or Mayor of



Broward County. Emergencies declared for other neighboring counties (which do not include Broward County as part of the declaration) shall have no effect on the terms of this Contract. Emergencies declared for portions of South Florida that encompass Broward County will be considered a Declared Emergency for Broward County.

## 19.2 Hurricane Procedures

- 19.2.1 The Contractor owns and maintains all equipment and materials during project construction until the project has received a final passing inspection and the county has issued a Letter of Acceptance (which is received after passing final inspection).
- 19.2.2 If a hurricane or other severe weather event threatens the Broward County metropolitan area, it shall be the Contractor's responsibility to enact whatever measures necessary to prevent damage and loss to any projects in progress as part of this contract.
- 19.2.3 The County shall not be responsible for damage of any installed equipment or materials at the Contractor's job site(s) should a severe weather event occur prior to final acceptance by the County.
- 19.2.4 The Contractor is also responsible for preventing wind borne construction debris (i.e. picking up all debris at the job site prior to a severe weather event).
- 19.2.5 The County shall also not be responsible for loss of labor hours or other incidental losses resulting from a storm event.

## 19.3 Time Extensions after an Emergency is Declared

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

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

19.3.2 The above automatic time extensions are not intended to limit or prohibit the Contractor's ability to continue work on this Contract, but rather to provide a reasonable automatic deferment period during a time at which

communications and decision making related to the Contract may be significantly hindered due to the emergency.

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

## **20. PASS-THRU ALLOWANCES**

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

## **21. PAYMENTS AND RETAINAGE**

- 21.1 Only final payments will be made for each project except when duration of the project shall exceed thirty (30) days from commencement of work (NTP 2), and upon request of the Contractor.
- 21.2 Applications for payment shall be submitted to Broward County Highway Construction and Engineering Division, 1 N University Drive, Box B300, Plantation, FL 33324-2038, unless the project/purchase order is issued by an agency other than BCHCED.
- 21.3 With every Application for Payment, the Contractor shall submit to the County, a list of pay items for the various portions of the Work, aggregating the total project sum. Each item in the schedule, when approved by the County, shall be used only as a basis for the Contractor's Application for Payment.
- 21.4 Progress payments:
- 21.4.1 Contractor may make an application for payment ("Application for Payment"), at intervals of not more than once a month, for Work completed during the Project.
  - 21.4.2 Contractor shall, where the Project involves CBE or SBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed by such Subcontractors during the Project.
  - 21.4.3 Contractor's applications shall show a complete breakdown of the Project components, the quantities completed, and the amount of payment sought, 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 or Project Administrator.
  - 21.4.4 All Applications for Payment shall be stamped as received on the date on which they are delivered to BCHCED or the Purchase Order issuing agency.
  - 21.4.5 Payments of Applications for Payment shall be subject to approval as specified hereinbefore, and if approved shall be due twenty-five (25) business days after the date on which the Application for Payment is stamped received. At the end of the twenty-five (25) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, except for any portion of the Application for Payment that County determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, County shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to cure that deficiency. If Contractor submits a request that corrects the deficiency, the corrected Application for Payment must be paid or rejected within ten (10) business days after the corrected Application for Payment is stamped as received. Any dispute between County and Contractor shall be resolved in accordance with the Prompt Payment Ordinance (Section 1-51.6 of the Broward County Code of Ordinances), subject to the process and time frames for payment set forth above.

- 21.4.6 County may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant. Any interest earned on retainage shall accrue to the benefit of County.
- 21.4.7 As payment for materials and equipment stored at the Project site, Contractor shall receive payment equal to ninety percent (90%) of the invoiced amount of the materials and equipment in the manner set forth in this paragraph. 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) days after 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.
- 21.4.8 Notwithstanding any provision of this Contract to the contrary, County may withhold payment, in whole or in part, in accordance with Applicable Law, or to such extent as may be necessary to protect itself from loss on account of:
- 21.4.8.1 Inadequate or defective Work not remedied.
  - 21.4.8.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or County relating to Contractor's performance.
  - 21.4.8.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.
  - 21.4.8.4 Damage to another contractor not remedied.
  - 21.4.8.5 Liquidated damages and costs incurred by Consultant for extended construction administration.
  - 21.4.8.6 Failure of Contractor to provide documents required by the Contract Documents.

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

## 21.5 Final Payments:

- 21.5.1 Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Consultant shall conduct an inspection. If Consultant and Contract Administrator find that the Work is acceptable; that the requisite documents have been submitted; that the requirements of the Contract Documents are fully satisfied; and that all conditions of the permits and regulatory agencies have been met, a final certificate of payment shall be issued by Consultant, under its signature, stating that the requirements

of the Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

- 21.5.2 Before issuance of the final certificate for payment, Contractor shall deliver to Consultant the following Final Payment Package: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor's behalf; the final corrected as-built Drawings; and the final bill of materials, if required, and the final Application for Payment.
- 21.5.3 If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, County shall, upon certification of Consultant, and without terminating this Contract, make payment of the balance due for any portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of claims.
- 21.5.4 The acceptance of final payment shall constitute a waiver of all claims by Contractor.

## **22. RESOLUTION OF DISPUTES**

- 22.1 To prevent all disputes and litigation, it is agreed by the parties hereto that Consultant shall decide all questions, claims, difficulties, and disputes of whatever nature which may arise relative to the technical interpretation of the Contract or Project Documents and fulfillment of this Project as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract or Project Documents and Consultant's decisions of all claims, questions, difficulties and disputes shall be final and binding to the extent provided in this Contract. Any claim, question, difficulty, or dispute which cannot be resolved by mutual agreement of the Contract Administrator and Contractor shall be submitted to Consultant in writing within five (5) calendar days from the date of impasse. Unless a different period of time is set forth herein, Consultant shall notify the Contract Administrator and Contractor in writing of Consultant's decision within fourteen (14) calendar days from the date of the receipt of the claim, question, difficulty or dispute, unless Consultant requires additional time to gather information or allow the parties to provide additional information.
- 22.2 For disputes on projects that do not have a Consultant or are non-technical and administrative in nature, except for disputes directly related to the promptness of payment as set forth in this Contract, all non-technical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein.
- 22.3 During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

22.4 In the event the determination of a dispute under this Section is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after Final Completion of the work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party specifically waives all of its rights, including, but not limited to, claims for contract time and contract price adjustments provided in the contract documents, including its rights and remedies under state law, if said party fails to comply in strict accordance with the requirements of this section.

### 23. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

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

### 24. APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

Refer to the following list of Sections under Division I, General Requirements and Covenants, from the FDOT Standard and Specifications for Road and Bridge Construction that are applicable to this contract.

<b>FDOT Standard Specifications for Road and Bridge Construction, January 2021</b>	<b>Section is Applicable</b>	<b>Deviations from the FDOT Standard Specifications</b>
2-1 Prequalification of Bidders.	No	
2-2 Proposals.	No	
2-3 Interpretation of Estimated Quantities.	No	
2-4 Examination of Plans, Specifications, Special Provisions and Site of Work.	No	
2-5 Preparation of Proposals.	No	
2-6 Rejection of Irregular Proposals.	No	
2-7 Guaranty to Accompany Proposals.	No	
2-8 Delivery of Proposals.	No	
2-9 Withdrawal or Revision of Proposals.	No	
2-10 Opening of Proposals.	No	
2-11 Disqualification of Bidders.	No	

<b>FDOT Standard Specifications for Road and Bridge Construction, January 2021</b>	<b>Section is Applicable</b>	<b>Deviations from the FDOT Standard Specifications</b>
2-12 Material, Samples and Statement	Yes	
3-1 Consideration of Bids.	No	
3-2 Award of Contract.	No	
3-3 Cancellation of Award.	No	
3-4 Release of Proposal Guaranty.	No	
3-5 Contract Bond Required.	No	
3-6 Execution of Contract and Contract Bond.	No	
3-7 Failure by Contractor to Execute Contract and Furnish Bond.	No	
3-8 Audit of Contractor's Records.	No	
3-9 Public Records.	No	
4-1 Intent of Contract.	Yes	
4-2 Work not covered by Standard Specifications.	No	
4-3 Alteration of Plans or of Character of Work.	No	
4-4 Unforeseeable Work.	No	
4-5 Rights in and Use of Materials Found on the Site of the Work.	Yes	
4-6 Final Cleaning Up of Right-of-Way.	Yes	
5-1 Plans and Working Drawings.		
5-1.1 Contract Documents	No	
5-1.2 Department's Plans	Yes	
5-1.3 Alterations in Plans	Yes	
5-1.4 Shop Drawings		
5-1.4.1. Definitions:	Yes	
5-1.4.2 Work Items Requiring Shop Drawings:	Yes	
5-1.4.3 Schedule of Submittals:	Yes	Excludes the following language: "Submit the schedule of submittals to the Department's Shop Drawing Review Office and the Engineer of Record within 60 days of the start of the Contract, and prior to the submission of any shop drawings."
5-1.4.4 Style, Numbering, and Material of Submittals.	Yes	
5-1.4.5 Submittal Paths:	Yes	
5-1.4.5.1 General: (1)	No	

<b>FDOT Standard Specifications for Road and Bridge Construction, January 2021</b>	<b>Section is Applicable</b>	<b>Deviations from the FDOT Standard Specifications</b>
5-1.4.5.1 General: (2)	No	
5-1.4.5.2 Building Structures:	Yes	
5-1.4.5.3 Contractor- Originated Design:	Yes	
5-1.4.5.4 Temporary Works:	Yes	
5-1.4.5.5 Falsework Founded on Shallow Foundations:	Yes	
5-1.4.5.6 Formwork and Scaffolding:	Yes	
5-1.4.5.7 Beam and Girder Temporary Bracing:	Yes	
5-1.4.5.8 Erection Plan:	Yes	
5-1.4.5.9 Other Miscellaneous Design and Structural Details Furnished by the Contractor in Compliance with the Contract:	Yes	
5-1.4.6 Processing of Shop Drawings:	Yes	Excludes the submittal review timeframes. Submittal review timeframes shall be as stated in the Contract Documents.
5-1.4.7 Other Requirements for Shop Drawings for Bridges:	Yes	Excludes the submittal review timeframes. Submittal review timeframes shall be as stated in the Contract Documents.
5-1.4.8 Modifications for Construction:	Yes	
5-1.4.9 Cost of Shop Drawings:	Yes	
5-1.5 Certifications	Yes	
5-1.6 Corrections for Construction Errors	Yes	
5-2 Coordination of Contract Documents.	No	
5-3 Conformity of Work with Contract Documents.	Yes	
5-4 Errors or Omissions in Contract Documents.	Yes	
5-5 Authority of the Engineer.	Yes	References to the Director, Office of Construction are replaced with County's Contract Administrator



<b>FDOT Standard Specifications for Road and Bridge Construction, January 2021</b>	<b>Section is Applicable</b>	<b>Deviations from the FDOT Standard Specifications</b>
5-6 Authority and Duties of Engineer's Assistants.	Yes	References to the Director, Office of Construction are replaced with County's Contract Administrator
5-7 Engineering and Layout.	Yes	
5-8 Contractor's Supervision.	Yes	
5-9 General Inspection Requirements.	Yes	
5-10 Final Inspection.	No	
5-11 Final Acceptance.	No	
5-12 Claims by Contractor.	Yes	
5-13 Recovery Rights, Subsequent to Final Payment.	No	
6-1 Acceptance Criteria.	Yes	
6-2 Applicable Documented Authorities Other Than Specifications.	Yes	
6-3 Storage of Materials and Samples.	Yes	
6-4 Defective Materials.	Yes	Except for submittal review periods timeframes
6-5 Products and Source of Supply.	No	
7-1 Laws to be Observed.		
7-1.1 General	Yes	
7-1.2 Plant Quarantine Regulations	Yes	
7-1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds	Yes	
7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations	Yes	
7-1.5 Occupational Safety and Health Requirements	Yes	
7-1.6 Discovery of an Unmarked Human Burial	Yes	
7-1.7 Insecticides, Herbicides and FERTILIZERS	Yes	
7-1.8 Compliance with Section 4(f) of the USDOT Act	No	
7-1.9 Florida Minority Business Loan Mobilization Program	No	
7-2 Permits and Licenses		
7-2.1 General	No	
7-2.2 Work or Structures in Navigable Waters of the U.S., Waters of the U.S., and Waters of the State:	Yes	

<b>FDOT Standard Specifications for Road and Bridge Construction, January 2021</b>	<b>Section is Applicable</b>	<b>Deviations from the FDOT Standard Specifications</b>
7-2.3 As-Built Drawings and Certified Surveys	Yes	
7-3 Patented Devices, Materials and Processes	Yes	
7-4 Right-of-Way Furnished by the Department.	Yes	
7-5 Restoration of Surfaces Opened by Permit	Yes	Excludes the following language: "or in accordance with 4-4 when Contract items are not applicable."
7-6 Sanitary Provisions	Yes	
7-7 Control of the Contractor's Equipment	Yes	
7-8 Structures over Navigable Waters	Yes	
7-9 Use of Explosives	Yes	
7-10 Forest Protection	Yes	
7-11 Preservation of Existing Property	Yes	Excludes the submittal review periods timeframes and the following language: "or provide access and coordinate with the Department's maintenance Contractor in accordance with 8-4.4 as directed by the Engineer. The Department will compensate the Contractor for the costs associated with the repairs for restoring the existing property in accordance with 4-4. Theft and vandalism are considered damage caused by a third party."
7-12 Responsibility for Damages, Claims, etc.	No	
7-13 Insurance.	No	
7-14 Contractor's Responsibility for Work.	No	
7-15 Opening Sections of Highway to Traffic.	Yes	
7-16 Wage Rates for Federal-Aid Projects.	No	
7-17 Supplemental Agreements.	No	
7-18 Scales for Weighing Materials.	Yes	
7-19 Source of Forest Products.	Yes	
7-20 Regulations of Air Pollution from Asphalt Plants.	Yes	
7-21 Dredging and Filling.	Yes	
7-22 Available Funds.	No	

<b>FDOT Standard Specifications for Road and Bridge Construction, January 2021</b>	<b>Section is Applicable</b>	<b>Deviations from the FDOT Standard Specifications</b>
7-23 Contractor's Motor Vehicle Registration.	No	
7-24 Disadvantaged Business Enterprise Program.	No	
7-25 On-The-Job Training Requirements.	No	
7-26 Cargo Preference Act – Use of United States –Flag Vessels.	No	
8-1 Subletting or Assigning of Contracts.	No	
8-2 Work Performed by Equipment-Rental Agreement.	No	
8-3 Prosecution of Work.		
8-3.1 Compliance with Time Requirements:	No	
8-3.2 Submission of Working Schedule:	No	
8-3.3 Beginning Work:	No	
8-3.4 Provisions for Convenience of Public:	Yes	
8-3.5 Preconstruction Conference:	No	
8-4 Limitations of Operations.	Yes	
8-5 Qualifications of Contractor's Personnel.	No	
8-6 Temporary Suspension of Contractor's Operations.	No	
8-7 Computation of Contract Time.		
8-7.1 General:	No	
8-7.2 Date of Beginning of Contract Time:	No	
8-7.3 Adjusting Contract Time:	No	
8-8 Failure of Contractor to Maintain Satisfactory Progress.	No	
8-9 Default and Termination of Contract.	No	
8-10 Liquidated Damages for Failure to Complete the Work.	No	
8-11 Release of Contractor's Responsibility.	No	
8-12 Recovery of Damages Suffered by Third Parties.	No	
9-1 Measurement of Quantities.	Yes	Excludes the following language: "subject to the provisions of 9-3-2."
9-2 Scope of Payments.		
9-2.1 Items Included in Payment:	Yes	
9-2.1.1 Fuels:	No	
9-2.1.2 Bituminous Material:	No	
9-2.2 Non-Duplication of Payment:	Yes	
9-3 Compensation for Altered Quantities.	No	

<b>FDOT Standard Specifications for Road and Bridge Construction, January 2021</b>	<b>Section is Applicable</b>	<b>Deviations from the FDOT Standard Specifications</b>
9-4 Deleted Work.	Yes	Any deleted work will be based on the awarded unit prices.
9-5 Partial Payments.	No	
9-6 Record of Construction Materials.	Yes	The time period for maintaining records shall be in accordance with this Section or Section 30 of the Contract's General Conditions, whichever is a longer time period
9-7 Disputed Amounts Due the Contractor.	No	
9-8 Acceptance and Final Payment.	No	
9-9 Interest Due on Delayed Payments.	No	
9-10 Offsetting Payments.	No	

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

**SAMPLE CERTIFICATE OF SUBSTANTIAL COMPLETION**

Date of Issuance: \_\_\_\_\_ Notice to Proceed Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Consultant: \_\_\_\_\_

Contract No.: \_\_\_\_\_ PO No.: \_\_\_\_\_

Project (Name and Address): \_\_\_\_\_

Project or Designated Portion Shall Include:

\_\_\_\_\_  
\_\_\_\_\_

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

**DEFINITION OF DATE OF SUBSTANTIAL COMPLETION**

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

(Continued)

**SAMPLE CERTIFICATE OF SUBSTANTIAL COMPLETION**  
(continued)

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

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

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

\_\_\_\_\_ on \_\_\_\_\_, 2\_\_\_\_\_.  
(Time) (Date)

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS \_\_\_\_\_  
(By Contract Administrator)

\_\_\_\_\_, 2\_\_\_\_\_  
(Date)

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

## SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)

### A. Scope:

Vendors are invited to respond for an open-end contract to furnish and install all labor, materials, equipment, supervision, and incidentals required to perform traffic control and signalization, school flashers, communications network, roadway reconstruction, widening, milling, resurfacing, signing and pavement markings, guardrail, drainage, water and sewer, street lighting, landscaping, maintenance of traffic and so forth in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes, and including but not limited to the Florida Department of Transportation (FDOT) publications and laws for the Broward County Highway Construction and Engineering Division (BCHCED) and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award, or upon expiration of the current contract (June 25, 2021) whichever is later and shall terminate two (2) years from that date. The Director of Purchasing may renew this contract for a one-year period subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent in advance of expiration date of this contract.

The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract. There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document

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

### B. Specifications and Requirements:

**Specifications and Requirements**, are included hereto and made a part hereof. Whenever the Technical Specifications address a third party (i.e. manufacturer, applicator, subcontractor, etc.) it is to be construed as the Vendor through the third party.

### C. Office of Economic and Small Business Requirements:

This solicitation has the following County Business Enterprise Goals: 30 % CBE Goals. Vendors must follow the instructions included in the **Office of Economic and Small Business Development Requirements** and submit all required forms and information as instructed.

### D. Federal Transit Administration Requirements:

Not applicable to this solicitation.

E. Vendor Responsibilities:

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

Vendor shall perform the Work with its own organization, amounting to not less than 40% percent of the Contract Price.

F. Florida Department of Transportation (FDOT) Prequalification Requirements:

Vendor should submit satisfactory proof of licensing with its submittal. If not provided with submittal, the Vendor must submit such proof within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

In order to be considered a responsible and responsive Vendor for the scope of work set forth in this solicitation, Vendor shall be required to possess one of the following licenses (including any specified State registration, if applicable) at the time of submittal. Any certificate of competency that meets or exceeds the licensing requirements specified herein, as determined in the sole and absolute discretion of the County, will be considered responsible and responsive to the licensing requirements of this solicitation.

FDOT Certificate of Qualification (Pre-Qualification) in the following Work Classes:

**TRAFFIC SIGNAL (WORK CLASS) and  
FLEXIBLE PAVING (WORK CLASS)**

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

Joint Venture submittal requirements

If applicable, A Joint Venture should submit satisfactory proof with its submittal that the Joint Venture, or at least one of the Joint Venture partners, shall be required to possess one of the above licenses (including any specified State registration, if applicable) at the time of submittal. If not submitted with its response, the Joint Venture must submit such proof within three business days of County's written request. A Joint Venture may be deemed non-responsive for failure to comply within stated timeframes.

If a Joint Venture is recommended for contract award, it must either 1) submit satisfactory proof that the Joint Venture holds the specified license (if applicable) or that a licensed contractor has qualified the Joint Venture, or 2) provide satisfactory proof it applied for the specified license (if applicable) or the licensee has applied to qualify the Joint Venture, within three business days of County's written request. The license or qualification, as applicable, in the name of the Joint Venture, must be effective prior to contract execution.

Additional submittal requirements (for construction services only)

A Joint Venture proposer should submit satisfactory proof with its submittal that the Joint Venture complies with all applicable legal requirements, including but not limited to, Section 489.119, Florida Statutes and Rule 61G4-15.0022, Florida Administrative Code, at time of submittal. If not submitted with its response, the Joint Venture must submit such proof within



three business days of County's written request. A Joint Venture may be deemed non-responsive for failure to comply within stated timeframes.

G. Certification Requirements:

Not applicable to this solicitation.

H. Public Bid Disclosure Act:

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

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

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

I. Permits and Fees: (for Agencies other than Broward County Commissioners)

The Vendor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc., shall be included in price bid except where noted in the specifications and requirements.

J. Prevailing Wage Rates:

Section 26-5 of the Broward County Code of Ordinances, provides that in all non-federally funded construction procurement activity of \$250,000 or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision). The applicable Prevailing Wage Rate Tables are included in **Specifications and Requirements**.

K. Liquidated Damages:

Refer to Specifications and Requirements.

L. Payment:

Refer to Specifications and Requirements.

The contract includes an allowance amount for the below items. Refer to Specifications and Requirements for additional details on use of allowances.

1. Materials and Supplies Estimated Annual Amount: \$125,000

This Allowance Account is for unforeseen parts and materials not identified in the existing line items of the solicitation. These items may include traffic control devices using new technology; miscellaneous materials or parts, structures purchased to address safety issues and/or design constraints (i.e. pavement, drainage, and mast arm structures, etc.). The Contract Administrator will approve use of this line and no mark-up shall be allowed at the time of request for payment.

2. Equipment Rental Estimated Annual Amount: \$75,000

This allowance will allow the Contractor to be reimbursed for any unforeseen equipment that is required but not covered by the existing line items identified in the solicitation. The Contract Administrator will approve use of this line item and no mark-up shall be allowed on parts and materials at the time of request for payment.

3. Permit Fees for non-Broward County Agencies Estimated Annual Amount: \$25,000

This Allowance Account is for a pass-thru cost to cover the permit and inspection fee required by governmental agencies for each individual project that may require different permits.

## **GENERAL CONDITIONS**

### **Quotation Requests and Invitations to Bid**

These General Conditions apply to every Quotation Requests (“RFQs”) and Invitations to Bid (“ITBs”) (each a “solicitation”) issued by Broward County (the “County”) unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitation by indicating such change in the Special Instructions to Vendors. The submission by any vendor (“Vendor”) of a response to the solicitation (“response”) constitutes Vendor’s offer to contract to the County and includes as a material part of that offer Vendor’s agreement that these General Conditions, along with all other provisions included in the solicitation and the pricing stated in Vendor’s response, will constitute the contract between the Vendor awarded the solicitation (“Contractor”) and the County, and shall prevail over any conflicting provision in any quotation, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modification to these General Conditions or the language of the solicitation by Vendor is prohibited, unenforceable, and may render Vendor’s response nonresponsive. All references herein to the “Procurement Code” refer to Chapter 21 of the Broward County Administrative Code.

#### **A. GENERAL PROVISIONS**

##### **1. Effect of Vendor’s Signature on Vendor’s Response.**

By Vendor including its digital or electronic signature on its response to this solicitation:

- (a) Vendor represents and certifies that the representations in Section A.2 of these General Conditions are true and accurate;
- (b) Vendor acknowledges, accepts, and agrees that this solicitation is governed by the Terms and Conditions of the Solicitation stated herein; and
- (c) **VENDOR ACKNOWLEDGES, ACCEPTS, AND AGREES THAT, IF AWARDED THE SOLICITATION BY THE COUNTY’S ACCEPTANCE OF VENDOR’S OFFER AS SET FORTH IN ITS RESPONSE TO THE SOLICITATION, VENDOR IS LEGALLY BOUND TO THESE GENERAL CONDITIONS, SPECIAL INSTRUCTIONS, AND THE SPECIFICATIONS OF THIS SOLICITATION, INCLUDING WITHOUT LIMITATION THE TERMS AND CONDITIONS OF CONTRACT STATED HEREIN.**

##### **2. Vendor Representations and Certifications.**

Vendor represents and certifies the following:

- (a) The individual submitting this form is authorized to sign the response on Vendor’s behalf and has actual legal authority to bind Vendor to the solicitation’s terms. Vendor acknowledges and agrees that electronic signatures or digital signatures shall have the same legal effect as a handwritten signature.
- (b) Vendor’s response is made without prior understanding, agreement, or connection with any other vendor submitting a response to the solicitation regarding either vendor’s response, and is in all respects fair and without collusion or fraud.
- (c) Vendor is neither delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, nor in default of any contractual or regulatory obligation to the County.
- (d) No owner, principal, officer, director, or member of Vendor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with Broward County within the last three (3) years, unless otherwise noted in Vendor’s response.
- (e) All statements, oral, written or otherwise, in Vendor’s response are accurate, true, and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in its response may be used by the County as a basis for rejection; rescission of contract award; or termination of the contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant to the Procurement Code.
- (f) Vendor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to provide and perform all goods and services required under the solicitation and that each person and entity that will provide goods or services is duly qualified to perform such services by all appropriate governmental

authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such goods or services.

## **B. TERMS AND CONDITIONS OF THE SOLICITATION**

### **1. Responses.**

Vendors' responses must be submitted electronically through the County's designated electronic bidding system ("EBS"). It is Vendor's sole responsibility to assure its response is submitted and received through the EBS by the date and time specified in the solicitation. The County will not consider responses received by other means or after the time that solicitations are due. All timeframe references are in Eastern Time. The official time for electronic submittals is the EBS's servers, as synchronized with the atomic clock. Any response that seeks to modify or take exception to the official time shall be deemed nonresponsive.

The County is a public agency subject to Chapter 119, Florida Statutes. Unless otherwise expressly approved in advance in writing by the Purchasing Division, any material submitted in the Vendor's response will become a public document available for public inspection and copying pursuant to Section 119.071, Florida Statutes, and any claim of confidentiality or trade secret is waived with respect to any and all information included in the Vendor's response.

### **2. Withdrawal.**

Unless otherwise expressly permitted under the Procurement Code, Vendors may not withdraw their responses after the deadline for responses to the solicitation before the expiration of 120 days after the date of opening responses to the solicitation. Any response that seeks to modify or take exception to this provision shall be deemed nonresponsive. Violation of this section may subject Vendor to suspension or debarment, and shall entitle the County to execute on Vendor's posted bid security.

### **3. Bid Opening (Invitations to Bid only).**

All responses to Invitations to Bid shall be publicly opened in the public domain or as otherwise designated in the solicitation. The Purchasing Division will decrypt responses received in the EBS immediately following the deadline for bid responses.

### **4. Cancellation of Bids.**

The Director of Purchasing may cancel a solicitation at any time before the deadline for responses.

### **5. Addenda.**

The County reserves the right to amend this solicitation prior to the deadline for Vendor responses by issuing written addenda to the solicitation. If, upon review, a Vendor finds a non-clerical error in an addendum, that Vendor must contact the Purchasing Division immediately, prior to opening date, to allow the County to review the alleged error and to issue any clarification, if the County determines that a clarification is necessary. Responding vendors shall be responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda are included in the Terms and Conditions of the Solicitation.

### **6. Prices, Terms, and Payments.**

All solicitation responses must include firm prices, which must include all handling, set up, shipping, and inside delivery charges to the destination specified in the solicitation, unless otherwise indicated in the solicitation.

(a) **Certification of Prices:** In submitting its response to this solicitation, Vendor certifies that the prices it is proposing are not higher than the prices at which Vendor sells the same goods and/or services in approximately similar quantities, under similar terms and conditions, to any other purchaser.

(b) **F.O.B. Destination:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Ties:** When two or more responding Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code.

(d) **Taxes:** The County is exempt from federal and Florida taxes on direct purchases of tangible property. The County's tax exemption number will appear on the County's purchase order. Vendor must pay all applicable sales, consumer, land use, or other similar taxes required by law.

(e) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation. In order to be considered for evaluation purposes, Vendors must reflect any applicable discounts in the unit prices submitted in their responses.

(f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure to examine all pertinent documents shall not entitle vendors to relief from any provision or any requirement of this solicitation. Mathematical errors, other than in unit prices, may be deemed clerical errors and are subject to correction by the County at the County's sole discretion. If there is a mistake in the extension price (i.e., unit price multiplied by quantity), the unit price shall govern.

(g) **Ordering:** The County reserves the right to purchase the goods/services specified in the solicitation through contracts established by governmental agencies, consortiums, or other approved cooperatives, or through separate procurement actions conducted by the County. In addition, if the County requires delivery within a shorter period than the delivery time specified in the solicitation, and if the Contractor is unable to deliver by that time, the County may obtain such delivery from other sources without penalty or prejudice to the County. This solicitation is not for a requirements contract, and the County is not required to fulfill all of its needs for the goods/services at issue exclusively from the Contractor.

## 7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest, responsive, and responsible Vendor. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include prices for all items within the group in its response.

A Vendor desiring to offer "No Charge" on an item in a group of goods/services must so indicate by placing a \$0.00 in the offer field for that item, and enter "No Charge" in the "Notes for Buyer" section in the EBS. If a Vendor does not comply with these requirements, its response with respect to that group of goods/services will be deemed incomplete and may be rejected. However, if Vendor(s) do not offer all items within a group, the County may issue an award on one or more items on an item-by-item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Broward County Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

## 8. Qualifications of Vendors.

The County will only award a contract to a Vendor that is normally engaged in providing the types of commodities, services, or construction specified herein. Responding Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect Vendor's facilities, equipment, personnel, and organization, or to take any other action necessary to determine Vendor's ability to perform in accordance with the solicitation's specifications, terms, and conditions. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any responding vendor non-responsible where evidence or evaluation is determined to indicate insufficient capacity or ability to perform. The County may also consider a responding Vendor's history of any and all types of citations, orders, judgments, and/or violations, including those relating to suspensions, debarments, or environmental regulations, in determining responsibility. Responding Vendors must submit with their response a complete history of all citations and/or violations notices and dispositions thereof. Failure of the successful Vendor to submit such information may be grounds for rejection of Vendor's response or termination of Vendor's contract. Vendor shall notify

the County immediately of notice of any citations, orders, judgments, or violations not included in Vendor’s response that occur at any time period prior to expiration of the contract.

**9. Affiliated Companies Entities of the Principal(s).**

To ensure Vendor has the capability to fully perform the contract requirements, as well as the integrity and reliability that will ensure good faith performance, each Vendor must disclose in its response the names and addresses of entities with whom the principal(s) of Vendor have been affiliated at any time in the five (5) years preceding the date the solicitation was posted. Affiliated entities of the principal(s) are those entities related to Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.

**10. Resolution of Protested Solicitations and Proposed Awards.**

In accordance with Sections 21.65 through 21.67 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following shall apply:

(a) Any protest concerning the solicitation’s specifications or requirements (or any addendum thereto) must be received by the County within five (5) business days after the solicitation or addendum is posted on the EBS.

(b) Any protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the EBS.

(c) The protest must be made in writing to the Director of Purchasing, and must specify the grounds for protest in accordance with Section 21.66 of the Procurement Code.

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m., except County holidays. Failure to timely file a protest within the timeframes specified shall constitute a waiver of the right to protest.

(e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing with a filing fee. The filing fee shall be calculated based on the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County’s estimated contract price for the project. The County will accept money order, certified check, or cashier’s check, payable to Broward County Board of County Commissioners. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
Mandatory Bid Amount up to \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

**11. Public Entity Crimes & Public Business Discrimination.**

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida. Vendor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Section 215.473, Florida Statutes. Vendor represents and certifies that it is not ineligible to contract with the County on any of the grounds stated in Section 287.135, Florida Statutes. Violation of this section shall result in cancellation of Vendor’s contract, and may result in suspension and/or debarment.

**12. Prohibited Telecommunications Equipment.**

Vendor represents and certifies that it and its applicable subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that, if awarded this solicitation, Vendor and its applicable subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of any contract resulting from this solicitation.

**13. Criminal History Screening Practices.**

By submission of its response to this solicitation, Vendor represents and certifies that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

**14. Construction Apprenticeship Program (Construction Contracts only).**

If the solicitation is for a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Vendor represents and certifies that it shall comply for the duration of the contract, if awarded, with Sections 26-8 through 26-11 of the Broward County Code of Ordinances regarding the Construction Apprenticeship Program.

**15. State of Florida Division of Corporations Requirements.**

Vendor must comply with all state and local business licensing requirements. All corporations, partnerships, and other business entities must have the authority to transact business in the State of Florida and must be in good standing with the Florida Secretary of State before responding to this solicitation. For further information, contact the Florida Department of State, Division of Corporations. A Vendor that does not comply with the provisions of this section may be deemed nonresponsive to the solicitation.

**16. Cone of Silence Ordinance (Invitations to Bid).**

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff, the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any staff person that will evaluate solicitation responses or recommend selection in this solicitation process. However, Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") (telephone (954) 357-6400) at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances).

(a) The Cone of Silence shall be in effect for any County Commissioner or the Commissioner's staff, commencing at the time of the opening of responses to the solicitation.

(b) The Cone of Silence shall be in effect for the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, and any person that will evaluate solicitation responses or recommend selection in this solicitation process, commencing at the time of advertisement for the solicitation.

(c) The Cone of Silence terminates when the County Commission or other awarding authority takes action that concludes the solicitation.

(d) Any violations of the Code of Silence Ordinance by any representative of Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant, may be reported to the County's Office of Professional Standards. If the Office of Professional Standards determines that a violation has occurred, a fine shall be imposed against Vendor as provided in the Broward County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Cone of Silence Ordinance voidable, at the sole discretion of the Broward County Board of County Commissioners.

**17. Contingency Fees.**

By submission of this solicitation response, Vendor certifies it has not paid and will not pay any contingency fees (sometimes known as a finder's fee) to any person or organization, other than a bona fide employee working solely for Vendor, to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible suspension and/or debarment of Vendor. This provision does not apply to fees paid to an insurance broker in connection with a solicitation to provide insurance coverage to the County.

**18. Local Business Tax Receipt Requirements.**

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation

for award. Vendors that do not have such a license may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

**19. Dun & Bradstreet Report Requirement.**

The County may review any Vendor's Dun & Bradstreet rating and payment performance to assist in determining a Vendor's responsibility regarding this solicitation.

**20. Samples.**

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

**21. "Or Equal" Clause.**

Whenever a material, article or piece of equipment is identified in the solicitation by reference to a manufacturer or vendor name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words "no substitution is permitted," any material, article, or piece of equipment of any other manufacturer or vendors that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

**22. Procurement Code.**

The Procurement Code, Chapter 21 of the Broward County Administrative Code, is applicable to this solicitation, and can be obtained from the Purchasing Division's website at: [www.broward.org/purchasing](http://www.broward.org/purchasing).

**23. Legal Requirements.**

Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations, including the Procurement Code, shall govern development, submittal, and evaluation of responses to this solicitation, and shall govern any and all claims and disputes that may arise between Vendor(s) and the County or its officers, employees, and/or authorized representatives. Lack of knowledge by any Vendor of any applicable law, rule, or regulation shall not constitute a recognizable defense against the legal effect thereof.

**C. TERMS AND CONDITIONS OF CONTRACT**

**1. Contract Period.**

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by the Director of Purchasing, who may extend the contract period for up to two (2) additional one (1) year terms upon written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The contract period shall not exceed a total of five (5) years, unless extended pursuant to action by the Broward County Board of County Commissioners. The continuation of this contract beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

If the Director of Purchasing determines, in their sole and absolute discretion, to extend the contract as set forth above, which determination may be based on Contractor's satisfactory performance and the Director of Purchasing's determination that renewal is in the best interest of the County, the County will provide Contractor with notice of the County's intent to extend in advance of the contract expiration date. All prices, terms, and conditions of the contract



shall remain firm for any extension period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not extend the contract, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for a period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such continued contract performance at the rate in effect when the Director of Purchasing directed Contractor to continue performance beyond the contract expiration date.

## **2. Orders and Quantities.**

Unless the solicitation states a fixed quantity to be purchased, no guarantee is expressed or implied as to the total quantity of goods/services to be purchased under any open-end contract. Solicitations for open-end contracts may state estimated quantities, but such estimated quantities are not a representation of the amount to be purchased. The County reserves the right to issue purchase orders on this solicitation as and when required; or issue a blanket purchase order for individual agencies and release partial quantities; or issue instructions for use of direct purchase orders by various County agencies; or do any combination of the foregoing. No delivery shall become due or be acceptable without a written purchase order and shipping instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. However, for items required immediately, the County may place an order electronically (which may include by email), with subsequent confirmation by a written purchase order.

For solicitations stating fixed quantities, purchase order(s) for the quantities stated in the solicitation will be issued to the Contractor after notification of award and receipt of all required documents. The County may order additional quantities of up to an additional twenty percent (20%) of the originally specified quantities at any time prior to the expiration of one (1) year after the date of award; if so ordered by the County, Contractor must furnish such additional quantities at the same prices, terms, and conditions as stated in the solicitation.

## **3. Invoice and Payment.**

Contractor may submit invoices for payment no more often than on a monthly basis, but only after the goods or services for which the invoices are submitted have been delivered or completed. If Contractor utilizes a subcontractor for any goods or services relating to the contract, Contractor must submit a Certification of Payments to Subcontractors and Suppliers with each invoice in the form provided by the County. Contractor must pay subcontractors and suppliers within fifteen (15) days following receipt of payment from the County for such subcontracted work or supplies. The certification shall be accompanied by a copy of the notification sent to each unpaid subcontractor listed on the form, if any, explaining the good cause why payment has not been made to that subcontractor.

The County shall pay for all goods and services received and accepted by the County in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section 1-51.6, of the Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay Contractor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number. The County will only accept and pay for deliveries made by Contractor within the contract period, including any extensions or continued performance as directed by the Director of Purchasing.

## **4. Termination.**

(a) **Availability of Funds:** In the event funds for this contract are not made available or otherwise allocated by the Broward County Board of County Commissioners, the County may terminate this contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance:** The County may terminate the contract for cause if Contractor is in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work; failure to

suitably deliver goods in accordance with the specifications and instructions in this solicitation; failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation; or multiple breaches of the provisions of this contract notwithstanding whether any breach was previously waived or cured. The County's election not to enforce any particular breach(es) shall not constitute a waiver its right to enforce such breach(es).

(c) **For Convenience:** The County may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated. However, upon being notified of the County's election to terminate, Contractor shall cease any deliveries, shipment, or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract, unless directed otherwise in writing by the County. In no event will payment be made for lost or future profits or damages for Contractor's reliance on continued performance of the contract beyond the date of termination for convenience. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from the County for the County's right to terminate this contract for convenience, the receipt and adequacy of which are hereby acknowledged.

## **5. Conditions and Packaging.**

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and must be the current standard production model available at the time of Contractor's response. The goods must be suitably packaged for shipment by common carrier. Each container, or multiple units or items otherwise packaged, must bear a label or otherwise legible marking stating the name of Contractor (or the manufacturer or supplier), the purchase order number, and any other information required by the solicitation's specifications.

## **6. Safety Standards.**

Unless otherwise specified in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act ("OSHA") and all standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being "locked-out" in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System ("GHS") for Hazard Communication accompanied by a Safety Data Sheet ("SDS") consisting of 16 sections. An SDS shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

## **7. Rejection of Nonconforming Items.**

The County may withhold acceptance of, or reject any items that the County determines do not meet the specification requirements of the solicitation. Upon written notice from County, Contractor must remove the rejected items at its own expense within five (5) calendar days after the County's notice of rejection and then replace them at its own expense with items that meet the specification requirements of the solicitation. Any items not removed by Contractor within thirty (30) days after the County's notice of rejection shall be considered abandoned, and the County may dispose of them in any manner it sees fit. The County shall not be required to give written notice of rejection with respect to foodstuffs or medication. With respect to foodstuffs and medication, the County may provide verbal notification of rejection, in response to which Contractor must immediately remove and replace the rejected goods at its sole expense. Contractor's failure to provide conforming items, failure to meet the timeframes for removal and replacement specified in this section may result in Contractor being found in breach of contract.

## **8. Inspection, Acceptance, and Title.**

Inspection and acceptance will be at the delivery destination specified in the solicitation, unless otherwise stated in the purchase order. Title and risk of loss or damage to all items shall be the responsibility of Contractor until such items are accepted by the County.

**9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.**

In the event any applicable law or regulation requires substitution of the goods or services required by the solicitation (or alteration of the material quality, workmanship, or performance of such goods or services) prior to delivery of same, Contractor must immediately notify the County in writing of the specific law or regulation requiring such substitution or alteration. The County reserves the right to accept any such substitution or alteration, including any price adjustments occasioned thereby, or to terminate the contract without liability and at no further expense to the County. For the duration of the contract, neither Vendor nor its subcontractors shall use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Additionally, Vendor represents and certifies that if Vendor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during the term of the Contract, or if Vendor is notified of such by a subcontractor at any tier or by any other source, Vendor shall promptly report the information in 48 CFR § 52.204-25(d)(2) to County.

**10. Insurance.**

Contractor shall, at its sole expense, maintain the minimum insurance coverages required in the solicitation in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with this contract. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured on all required policies. Contractor shall ensure that all required insurance coverages remain in full force and effect for the duration of this contract and until all performance required by Contractor has been completed. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by the County's Risk Management Division. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

**11. Indemnification.**

(a) **Contracts other than construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this contract, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this contract may be retained by the County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

(b) **Construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify and hold harmless the County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the

performance of this contract. The provisions of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this contract may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the County.

**12. Notice.**

Notice to the County or Contractor must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below (for the County) or stated in the solicitation (for Contractor), and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

*For the County:*

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

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

**13. Jurisdiction, Venue, Waiver of Jury Trial.**

This contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**14. Patents and Royalties.**

Contractor, without exception, shall indemnify, hold harmless, and defend the County, and all of the County's current, past, and future officers, agents, servants, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection with this contract or the goods or services provided pursuant to this contract. This provision shall survive the expiration or earlier termination of the contract.

**15. Assignment; Subcontractors.**

Except for subcontracting approved by the County in advance, neither this contract nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of the County.

Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this contract, and permit the County to immediately terminate the contract, in addition to any other remedies available to the County at law or in equity. The County may condition any consent required under this section upon review of any documentation reasonably requested by the County and/or payment by Contractor of a fee in an amount specified by the County to cover costs incurred by the County in evaluating the transaction for which consent is requested.

**16. Equal Employment Opportunity.**

Contractor shall not discriminate against any employee or applicant for employment based on race, religion, age, color, sex, gender, national origin, sexual orientation (including as provided in Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental disability. Contractor shall also take affirmative action to ensure that employees are treated during their employment, without regard to their race, religion, age, color, sex, gender, national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, as well as selection of training, including apprenticeship. Contractor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment.

Contractor must include the foregoing or similar language in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 CFR Parts 23 and 26, as applicable. Contractor must ensure subcontractors and subconsultants, if any, are aware and comply with the requirements of this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in contract termination or such other remedy as the County deems appropriate, all of such remedies being cumulative.

**17. County Business Enterprise (CBE).**

*This section does not apply if the solicitation states that there is no CBE goal or that this section is inapplicable.* Contractor will meet the required CBE goal (if any) stated in the solicitation by utilizing the CBE firms listed in Contractor's response for the required percentage of total services (the "Commitment"). Contractor shall enter into formal contracts with the CBE firms listed in the response and, upon request, provide copies of those contracts to the OESBD. Each CBE firm must be certified by OESBD, and any replacement of a CBE firm must be approved by OESBD. The parties stipulate that if Contractor fails to meet the Commitment, the damages to the County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and the County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment, and must allow the County to engage in onsite reviews to monitor Contractor's progress in complying with the obligations of this section.

**18. Domestic Partnership Requirement.**

*This section does not apply if the contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, or the solicitation states that this section does not apply.* Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this contract.

**19. Criminal History Screening.**

*Unless exempted under Section 26-125, Broward County Code of Ordinances,* Contractor certifies and represents that it shall comply with Section 26-125(d) of the Broward County Code of Ordinances prohibiting inquiry into the criminal

history of an employment applicant until the applicant is selected as a finalist and interviewed for the position. Violation of this section shall constitute a material breach of contract, entitling Broward County to pursue any remedy permitted under the contract or applicable law.

**20. Drug-Free Workplace.**

*Unless the solicitation states that this section does not apply or this section is prohibited by applicable federal law, rules, or funding requirements, Contractor certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this contract.*

**21. Apprenticeship Program (Construction Contracts Only).**

*This section only applies to construction contracts, as defined in Section 26-9 of the Broward County Code of Ordinances. For the duration of the construction contract, as same may be extended including through the issuance of change orders, at least twelve percent (12%) of the labor hours on the construction project, including all work performed pursuant to change orders, must be performed by apprentices employed by Contractor or its subcontractors. Contractor must prepare, submit, and certify, on a monthly basis, for the duration of the construction contract, the information required per Section 26-11 of the Broward County Code of Ordinances. If Contractor is unable to achieve or maintain the required percentage, Contractor must demonstrate and document the good faith efforts made to achieve or maintain the required percentage. The County will determine whether Contractor made all required good faith efforts by evaluating Contractor's submitted documentation.*

**22. Modifications.**

All changes to purchase orders shall be by issuance of a change order by the County. Any modification or change to this contract must be by written amendment signed by Contractor and the County.

**23. Purchase by Other Governmental Agencies.**

Contractor understands and agrees that any other governmental unit may enter into a contract with Contractor on the same terms and conditions as Contractor's contract with the County. However, any such governmental unit must establish its own contract with Contractor, place its own orders, issue its own purchase orders, be separately invoiced by Contractor, make its own payments, and issue its own exemption certificates as required by Contractor. Contractor understands and agrees that the County is not and will not be a legally bound party to any contractual agreement made between any other governmental unit and Contractor as a result of this solicitation, and that no other governmental unit is an implied or intended third-party beneficiary of this contract between the County and Contractor.

**24. Public Records.**

Pursuant to Chapter 119, Florida Statutes, Contractor and all subcontractors and subconsultants retained by Contractor for performance of this contract, shall comply with Florida's Public Records Law, including as follows:

- (a) Keep and maintain public records required by the County to perform the services;
- (b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this contract and following completion or termination of this contract if the records are not transferred to the County; and
- (d) Upon completion or termination of this contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006, PURCHASINGINFORMATION@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.**

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**25. Audit Right and Retention Records.**

The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this contract. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this contract and performance under this contract. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its subcontractor shall make same available in written form at no cost to the County. Contractor shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for at least three (3) years after expiration or termination of this contract or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by the County). Contractor hereby grants the County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by the County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment made by the County based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to the County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by the County, Contractor shall reimburse County for the reasonable actual cost of the County's audit. In addition, at the County's option, Contractor shall remit the amount of overcharges to County or County shall deduct such overcharges from future payments made by County to Contractor. Any remittances due by Contractor as a result of such audit or inspection shall be made within thirty (30) days after presentation of the County's findings to Contractor.

**26. Ownership of Documents.**

All finished or unfinished documents, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by Contractor in connection with this contract shall become the property of the County upon the expiration or termination of the contract, whether the project for which they are made is completed or not. Contractor must deliver all such materials to the Contract Administrator prior to contract expiration or within fifteen (15)

days after Contractor's receipt of a written notice of termination. The County may withhold any payments then due to Contractor until Contractor complies with the provisions of this section.

**27. Special Notice.**

In accordance with 29 CFR § 1926.1101(k)(2), Contractor is hereby notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

**28. Code Requirements.**

Contractor and its subcontractors on this project must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rule, regulations, and codes applicable to performance of the contract awarded with respect to this solicitation. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

**29. Contractor Responsibilities.**

Unless otherwise stated in the solicitation, Contractor will be responsible for the provision, installation, and performance of all equipment, materials, goods, and services offered in its response, even if such materials or equipment is not of their own manufacture or such services are not being performed by Contractor's own employees. Time is of the essence in performing the duties, obligations, and responsibilities required by Contractor under this contract.

**30. Warranties and Guarantees.**

Contractor shall obtain all applicable manufacturers' warranties and guarantees of the equipment and materials required by this solicitation and resulting orders under this solicitation for the benefit of, and in the name of, Broward County. Contractor shall deliver documentation of such warranties and guarantees to the point of delivery specified in the solicitation.

**31. Contractor Evaluation.**

The Contract Administrator will document Contractor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: [broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf](http://broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf). An interim performance evaluation of Contractor may be conducted by the Contract Administrator at any time before completion of the Project. The Contract Administrator shall conduct a final performance evaluation when the Request for Final Payment to Contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing, who shall provide a copy to Contractor upon request. Said evaluation(s) shall be considered in evaluating Vendor's response to any other solicitation.

**32. Independent Contractor.**

Contractor is an independent contractor of the County, and nothing in this contract shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, neither Contractor nor its agents shall act as officers, employees, or agents of the County. Contractor shall not have the right to bind the County to any obligation not expressly undertaken by the County under this contract.

**33. Regulatory Capacity.**

Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under this contract is as a Party to this contract and not in its regulatory capacity. If the County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall be made pursuant to its pursuant to the County's regulatory authority as a governmental body separate and apart from this contract, and shall not be attributable in any manner to the County as a party to this contract.



**34. Sovereign Immunity.**

Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this contract. The County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees to the extent required under Section 768.28, Florida Statutes.

**35. Third-Party Beneficiaries.**

Neither Contractor nor the County intends to directly or substantially benefit a third party by entering into this contract. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this contract and that no third party shall be entitled to assert a right or claim against either of them based upon this contract.

**36. Compliance with Laws.**

Contractor and the goods and services provided by Contractor pursuant to this contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this contract will not violate that statute. If Contractor violates this section, County may immediately terminate this contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

**37. Severability.**

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

### LITIGATION HISTORY FORM

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

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

- A. **Bid Guaranty:** All solicitation submittals shall be accompanied by a bid bond executed by a surety company meeting the Qualifications of Surety Requirements. Failure to submit a bid guaranty by solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive.
1. In lieu of the bid bond, the following will be acceptable: cash, money order, certified check, cashier's check, an original **Bid Guaranty – Unconditional Letter of Credit**, treasurer's check or bank draft of any national or state bank (United States). A personal check or a company check of a Vendor is not a valid bid guaranty.
  2. The bid guaranty shall be in an amount equal to five percent (5%) of the total price offered, payable to the Board of County Commissioners and conditioned upon the successful Vendor providing the Performance and Payment Guaranty, evidence of insurance, or any other requirements set forth within the solicitation, within 15 calendar days after notification of award of the contract.
  3. Guaranty of the successful Vendor shall be forfeited to the Board of County Commissioners not as a penalty, but as liquidated damages for the cost and expense incurred should said Vendor fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth in the solicitation. Upon request, bid guaranties of unsuccessful vendors will be returned after award of contract or expiration of bid validity.
  4. Vendors must either submit an electronic bid bond through BidSync or submit an original bid guaranty to the Purchasing Division, by solicitation due date and time, or Vendor may be deemed non-responsive.
    - a. To submit an electronic bid bond, Vendor must submit through BidSync, using **Surety 2000**. The Vendor should copy and paste the information from Bid Sync and provide to the bonding agent; the bonding agent should copy and paste information provided by Vendor into the Surety 2000 system to reduce errors. An original bid bond will not be required when the bid bond is submitted electronically through Surety 2000. Note – Vendors, bonding agents, and surety companies must be registered with Surety 2000 to use the service; contact **Surety 2000** to find out information regarding their service. Broward County's vendor identification number for Surety 2000 is P06145037.
    - b. To submit an original bid guaranty, in lieu of submitting an electronic bid bond through BidSync, Vendor must submit an original bid guaranty in a sealed envelope, with the solicitation number, solicitation title, date and the time of bid opening, and address listed on the envelope. A copy of the bid guaranty should also be uploaded into Bid Sync; this does not replace the requirement to have an original bid guaranty. Vendors must submit the original bid guaranty, by the solicitation due date and time, to:

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

- B. **Performance and Payment Guaranties:** within 10 calendar days of being notified of the award of contract, Vendor shall furnish the referenced Performance Bond and a Payment Bond containing all the provisions of the [Performance Bond Form](#) and [Payment Bond Form](#).
1. The bonds shall be in the amount of forty percent (40%) of the contract amount guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such bond(s) shall be with a surety company which is qualified pursuant to the section, Qualifications of Surety.
  2. Each bond shall continue in effect for one year after completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract price, or an additional bond shall be conditioned that the Vendor will upon notification by the County, correct any defective or faulty work or materials which appear within one year after completion of the Contract.
  3. Pursuant to the requirements of Section 255.05(1), Florida Statutes, Vendor shall ensure that the bonds referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.
  4. In lieu of the performance and payment bond, Vendor may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashier's check or an original [Irrevocable Letter of Credit](#). Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by the County for one year after completion and acceptance of the work.
  5. The Vendor is required at all times to have valid Performance and Payment Guaranties (or other approved security) in force covering the work being performed.
  6. The Vendor agrees to keep such Guaranties (or other security) in effect for the duration of the contract. If the contract is extended or renewed, it shall be subject to the same bonding (or other approved security) requirements.
- C. **Qualifications of Surety Requirements:** A bid bond performance bond, and payment bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five years.
1. In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:
    - a. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revision. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 DFR Section 223.10 Section 223.11). Further, the surety company shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.
    - b. For bonds up to \$2 million, the surety company shall hold a current Certificate of Authority with the Florida Office of Insurance Regulation.

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

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

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

### Office of Economic and Small Business Requirements: CBE Goal Participation

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

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

Revised May 1, 2021

## Security Requirements

### A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or [FMsecurity@broward.org](mailto:FMsecurity@broward.org) for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

### B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.



**C. Facilities Critical to Security and Public Safety:**

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy. A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

**D. Contractor Work Crews:**

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

**E. Other Vendors:**

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

**F. Port Everglades Locations:**

The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

1. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port- issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed

and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

2. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

**G. Airport Security Program and Aviation Regulations:**

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

a) Access to Security Identification Display Areas and Identification Media.

Consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost

or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

- b) Operation of Vehicles on the RA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the RA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the RA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- c) Consent to Search/Inspection: The consultant/contractor agrees that its personnel, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the RA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the RA unless and until such employee or other person has executed a written consent-to-search/inspection acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection shall not be employed by the consultant/contractor or by any sub consultant/subcontractor at the Airport in any position requiring access to the RA or allowed entry to the RA by the consultant/contractor or by any sub consultant/subcontractor.
- d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its sub consultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.
- e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

**H. Water and Wastewater Services (WWS):**

- 1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
- 2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
- 3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
- 4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary, to have the contractor removed and/or file charges against them.

**I. Additional Security Requirements for Parks and Recreation:**

- 1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.

2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.
6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

Revised May 1, 2021

By submitting this form, the Vendor certifies that if awarded a contract, it is the intent of the Vendor to remain at the Local Business Location address listed below (or another qualifying Local Business Location within Broward County) for the duration of the contract term, including any renewals or extensions. (If nonlocal Vendor, leave Local Business Location blank.)

**Indicate Local Business Location:**

**True and Correct Attestations:**

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME:

TITLE:

VENDOR NAME:

DATE:

Revised May 1, 2021

## Workforce Investment Program Requirements:

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

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

**WORKFORCE INVESTMENT PROGRAM CERTIFICATION**

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

In accordance with the Workforce Investment Program

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

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

AUTHORIZED SIGNATURE/NAME

TITLE

DATE

Revised May 1, 2021