

PURCHASING **D**IVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

ADDENDUM #1

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

DATE OF ADDENDUM: JUNE 12, 2001

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. THE BID OPENING DATE HAS BEEN CHANGED FROM JUNE 19, 2001 TO JUNE 26, 2001.
2. PAGES 15, AND 18: ITEM #18A AND ITEM #36A HAVE ADDED TO THE BID SHEETS. REVISED BID SHEETS ARE ATTACHED AND **MUST** BE RETURNED WITH YOUR BID.
3. PAGE 23: ITEM 1.S HAS BEEN ADDED TO THE SPECIFICATIONS RELATING TO ITEMS #18A AND 36A AND READS AS FOLLOWS:

“THERE WILL BE “NO CHARGE” FOR MILLED MATERIAL HAULED BY COUNTY TRUCKS FROM JOB SITES.

MILLED MATERIAL HAULED BY CONTRACTOR’S TRUCKS WITHIN A FIVE MILE RADIUS TO A DESIGNATED COUNTY HOLDING AREA WILL BE AT “NO CHARGE” TO THE COUNTY. MILLED MATERIAL EXCEEDING THE FIVE (5) MILE HAULING RADIUS SHALL BE COMPUTED PER CUBIC YARD/PER MILE, AFTER MILE NUMBER FIVE (5). CHARGES TO THE COUNTY COMMENCE AT MILE NUMBER SIX (6). HAULING CHARGES COMPUTED ONLY FROM JOB SITE TO DESIGNATED COUNTY HOLDING AREA.”

4. THIS ADDENDUM AND THE REVISED BID SHEETS PAGES 15 AND 18 **MUST** BE ACKNOWLEDGED ON THE BID TENDER FORM AND/OR RETURNED WITH YOUR INVITATION FOR BID DUE JUNE 26, 2001, 2:00 P.M.

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS REMAIN UNCHANGED FOR BID #N-1-01-002-B1.

NAME OF BIDDER: _____

BID SHEET
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
8.	100	TON	#745 21 750 0003 ASPHALTIC CONCRETE TYPE FC-3	\$ _____/TON	\$ _____
9.	100	TON	#745 21 750 0005 ASPHALTIC CONCRETE TYPE FC-5	\$ _____/TON	\$ _____
10.	100	TON	#745 21 750 0007 ASPHALTIC CONCRETE TYPE FC-6	\$ _____/TON	\$ _____
11.	24,000	TON	#745 21 770 0000 ASPHALTIC CONCRETE TYPE S-3	\$ _____/TON	\$ _____
12.	360	TON	#745 21 775 0000 BROWARD COUNTY ASPHALTIC SURFACE MIX	\$ _____/TON	\$ _____
13.	13	EACH	#755 43 100 1000 MOBILIZATION PER MILLING OPERATION	\$ _____/EA	\$ _____
14.	221,000	SQ. YDS.	#755 43 100 1010 1" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
15.	10,000	SQ. YDS.	#755 43 100 1020 1½" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
16.	10,000	SQ. YDS.	#755 43 100 1030 2" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
17.	10,000	SQ. YDS.	#755 43 100 1040 2½" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
18.	10,000	SQ. YDS.	#755 43 100 1050 3" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
18A.	3,000	CU. YDS.	#755 43 100 1051 MILLED MATERIAL TRUCKING CHARGE STARTING AT MILE #6 REFER TO ITEM #3 OF ADDENDUM #1	\$ _____/CU. YD.	\$ _____
TOTAL BID AMOUNT FOR GROUP I (ITEMS 1-18A)					\$ _____

NAME OF BIDDER _____

BID SHEET
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
29.	24,100	TON	#745 21 770 0000 ASPHALTIC CONCRETE TYPE S-3	\$ _____/TON	\$ _____
30.	360	TON	#745 21 775 0000 BROWARD COUNTY ASPHALTIC SURFACE MIX	\$ _____/TON	\$ _____
31.	12	EACH	#755 43 100 1000 MOBILIZATION PER MILLING OPERATION	\$ _____/EA	\$ _____
32.	221,000	SQ. YDS.	#755 43 100 1010 1" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
33.	10,000	SQ. YDS.	#755 43 100 1020 1½" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
34.	10,000	SQ. YDS.	#755 43 100 1030 2" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
35.	10,000	SQ. YDS.	#755 43 100 1040 2½" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
36.	10,000	SQ. YDS.	#755 43 100 1050 3" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
36A.	3,000	CU. YDS.	#755 43 100 1056 MILLED MATERIAL TRUCKING CHARGE STARTING AT MILE #6. REFER TO ITEM #3 OF ADDENDUM #1	\$ _____/CU. YD.	\$ _____
TOTAL BID AMOUNT FOR GROUP II (ITEMS 19-36A)					\$ _____

NAME OF BIDDER _____

PURCHASING **D**IVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

1. **SCOPE:**

BIDS ARE HEREBY INVITED ON AN OPEN-END BASIS TO FURNISH ASPHALTIC CONCRETE SURFACE COURSES FOR STREETS AND HIGHWAYS DIVISION PER SPECIFICATIONS ATTACHED AS ATTACHMENT "A" AT:

VARIOUS BROWARD COUNTY LOCATIONS

THE INITIAL CONTRACT PERIOD SHALL START ON DATE OF AWARD AND SHALL TERMINATE ONE [1] YEAR FROM THAT DATE. THE CONTRACTOR WILL COMPLETE DELIVERY AND THE COUNTY WILL RECEIVE DELIVERY ON ANY ORDERS MAILED TO THE CONTRACTOR PRIOR TO THE DATE OF EXPIRATION.

THE PURCHASING DIRECTOR MAY RENEW THIS CONTRACT FOR A ONE [1] YEAR PERIOD SUBJECT TO VENDOR ACCEPTANCE, SATISFACTORY PERFORMANCE AND DETERMINATION THAT RENEWAL WILL BE IN THE BEST INTEREST OF THE COUNTY.

2. **SPECIFICATIONS AND REQUIREMENTS:**

TECHNICAL SPECIFICATIONS & REQUIREMENTS, (SEE PAGES 20 THROUGH 25) ARE ATTACHED HERETO AND MADE A PART HEREOF AS ATTACHMENT "A".

NOTE: WHENEVER THE TECHNICAL SPECIFICATIONS ADDRESS A THIRD PARTY (I.E. MANUFACTURER, APPLICATOR, SUBCONTRACTORS ETC.) IT IS TO BE CONSTRUED AS THE CONTRACTOR THROUGH THE THIRD PARTY.

3. **INSURANCE REQUIREMENTS: (SAMPLE INSURANCE CERTIFICATE ATTACHED) (ATTACHMENT "K")**

THE INSURANCE REQUIREMENTS CONTAINED IN THIS BID REPRESENT THE MINIMAL PROTECTION NECESSARY FOR THE COUNTY AS DETERMINED BY THE RISK MANAGEMENT DIVISION. FURTHER MODIFICATIONS OF THE REQUIREMENTS MAY BE MADE AT THE SOLE DISCRETION OF THE RISK MANAGEMENT DIVISION IF CIRCUMSTANCES CHANGE OR ADEQUATE PROTECTION OF THE COUNTY IS PRESENTED. NO AWARD WILL BE RECOMMENDED UNTIL A WRITTEN DETERMINATION IS MADE BY RISK MANAGEMENT DIVISION THAT THE COUNTY IS ADEQUATELY PROTECTED. THE LOW BIDDER SHALL BE REQUIRED TO PROVIDE PROPER INSURANCE TO THE PURCHASING DIVISION PRIOR TO AWARD BY THE PURCHASING DIRECTOR OR RECOMMENDATION OF AWARD TO THE BOARD OF COUNTY COMMISSIONERS, WHICHEVER IS APPLICABLE.

WITHOUT LIMITING ANY OF THE OTHER OBLIGATIONS OR LIABILITIES OF CONTRACTOR, CONTRACTOR SHALL PROVIDE, PAY FOR, AND MAINTAIN IN FORCE UNTIL ALL OF ITS WORK TO BE PERFORMED UNDER THIS CONTRACT HAS BEEN COMPLETED AND ACCEPTED BY THE COUNTY (OR FOR SUCH DURATION AS IS OTHERWISE SPECIFIED HEREINAFTER), THE INSURANCE COVERAGE SET FORTH IN THIS SECTION.

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

3. INSURANCE REQUIREMENTS: (CONTINUED)

- 3.1 WORKERS' COMPENSATION INSURANCE TO APPLY FOR ALL EMPLOYEES IN COMPLIANCE WITH THE "WORKERS COMPENSATION LAW" OF THE STATE OF FLORIDA AND ALL APPLICABLE FEDERAL LAWS. IN ADDITION, THE POLICY(IES) MUST INCLUDE:
- 3.1.1 EMPLOYERS' LIABILITY WITH MINIMUM LIMITS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) EACH ACCIDENT.
- 3.2 COMPREHENSIVE GENERAL LIABILITY WITH MINIMUM LIMITS OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) PER OCCURRENCE, COMBINED SINGLE LIMIT FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. COVERAGE MUST BE AFFORDED ON A FORM NO MORE RESTRICTIVE THAN THE LATEST EDITION OF THE COMPREHENSIVE GENERAL LIABILITY POLICY, WITHOUT RESTRICTIVE ENDORSEMENTS, AS FILED BY THE INSURANCE SERVICES OFFICE AND MUST INCLUDE:
- 3.2.1 PREMISES AND/OR OPERATIONS.
- 3.2.2 INDEPENDENT CONTRACTORS.
- 3.2.3 PRODUCTS AND/OR COMPLETED OPERATIONS.
- 3.2.4 COUNTY IS TO BE EXPRESSLY INCLUDED AS AN "ADDITIONAL INSURED" IN THE NAME OF "BROWARD COUNTY BOARD OF COMMISSIONERS" WITH RESPECT TO LIABILITY ARISING OUT OF OPERATIONS PERFORMED FOR COUNTY BY OR ON BEHALF OF CONTRACTOR OR ACTS OR OMISSIONS OF COUNTY IN CONNECTION WITH GENERAL SUPERVISION OF SUCH OPERATION.
- 3.2.5 NOTICE OF CANCELLATION AND/OR RESTRICTION -- THE POLICY(IES) MUST BE ENDORSED TO PROVIDE BROWARD COUNTY WITH THIRTY (30) DAYS NOTICE OF CANCELLATION AND/OR RESTRICTION.
- 3.3. BUSINESS AUTOMOBILE LIABILITY WITH MINIMUM LIMITS OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) PER OCCURRENCE COMBINED SINGLE LIMIT FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. COVERAGE MUST BE AFFORDED ON A FORM NO MORE RESTRICTIVE THAN THE LATEST EDITION OF THE BUSINESS AUTOMOBILE LIABILITY POLICY, WITHOUT RESTRICTIVE ENDORSEMENTS, AS FILED BY THE INSURANCE SERVICES OFFICE AND MUST INCLUDE:
- 3.3.1 OWNED VEHICLES.
- 3.3.2 HIRED AND NON-OWNED VEHICLES.
- 3.3.3 NOTICE OF CANCELLATION AND/OR RESTRICTION -- THE POLICY(S) MUST BE ENDORSED TO PROVIDE BROWARD COUNTY WITH THIRTY (30) DAYS NOTICE OF CANCELLATION AND/OR RESTRICTIONS.

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

3. **INSURANCE REQUIREMENTS:** (CONTINUED)

3.4 THE CONTRACTOR SHALL PROVIDE TO THE COUNTY CERTIFICATES OF INSURANCE OR ENDORSEMENTS EVIDENCING THE INSURANCE COVERAGE SPECIFIED IN 3.1, 3.2, AND 3.3 ABOVE WITHIN 15 DAYS AFTER NOTIFICATION OF INTENT TO AWARD. THE REQUIRED CERTIFICATES OF INSURANCE SHALL STATE THE TYPES OF POLICIES PROVIDED, REFER SPECIFICALLY TO THIS CONTRACT, AND STATE THAT SUCH INSURANCE IS AS REQUIRED BY THIS CONTRACT. IF THE INITIAL INSURANCE EXPIRES PRIOR TO THE COMPLETION OF THE WORK, RENEWAL CERTIFICATES OF INSURANCE SHALL BE FURNISHED TEN, (10) DAYS PRIOR TO THE DATE OF THEIR EXPIRATION.

3.5 CERTIFICATES OF INSURANCE SHALL BE PROVIDED AS SPECIFIED IN SUB-SECTION 3.4 ABOVE UNLESS ANY OF THESE COVERAGES ARE, FOR JUST CAUSE, INAPPLICABLE, AND UPON SPECIFIC REQUEST BY THE VENDOR ARE EXCEPTED BY WRITTEN DETERMINATION OF RISK MANAGEMENT AND APPROVED BY THE PURCHASING DIRECTOR. IF AN EXCEPTION IS REQUESTED, THE BIDDER SHOULD INDICATE IN THE APPROPRIATE AREA ON THE BID SHEET ANY SUCH REQUEST INCLUDING REASON(S) THERETO FOR EXEMPTION FROM INSURANCE REQUIREMENTS AS SPECIFIED IN THIS SECTION OF THIS INVITATION FOR BID/QUOTATION REQUEST.

4. **INDEMNIFICATION:**

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS OR INTENTIONAL WRONGFUL MISCONDUCT OF CONTRACTOR AND PERSONS EMPLOYED OR UTILIZED BY CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS AGREEMENT DOES NOT REQUIRE CONTRACTOR TO INDEMNIFY COUNTY, ITS EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS FROM ANY LIABILITY, DAMAGE, LOSS, CLAIM, ACTION, OR PROCEEDING. THESE INDEMNIFICATIONS SHALL SURVIVE THE TERM OF THIS AGREEMENT. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST COUNTY BY REASON OF ANY SUCH CLAIM OR DEMAND, CONTRACTOR SHALL, UPON WRITTEN NOTICE FROM COUNTY, RESIST AND DEFEND SUCH ACTION OR PROCEEDING BY COUNSEL SATISFACTORY TO COUNTY.

THE INDEMNIFICATION PROVIDED ABOVE SHALL OBLIGATE THE CONTRACTOR TO DEFEND AT ITS OWN EXPENSE TO AND THROUGH APPELLATE, SUPPLEMENTAL OR BANKRUPTCY PROCEEDING, OR TO PROVIDE FOR SUCH DEFENSE, AT COUNTY'S OPTION, ANY AND ALL CLAIMS OF LIABILITY AND ALL SUITS AND ACTIONS OF EVERY NAME AND DESCRIPTION COVERED BY SECTION 3.1 ABOVE WHICH MAY BE BROUGHT AGAINST COUNTY WHETHER PERFORMED BY CONTRACTOR, OR PERSONS EMPLOYED OR UTILIZED BY CONTRACTOR.

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

5. **PUBLIC BID DISCLOSURE ACT:**

PURSUANT TO THE PUBLIC BID DISCLOSURE ACT, ALL PERMITS AND FEES INCLUDING BUT NOT LIMITED TO ALL LICENSES, OCCUPATIONAL LICENSE, CERTIFICATE OF OCCUPANCY (CO), PERMITS, IMPACT FEES OR INSPECTION FEES PAYABLE BY CONTRACTOR TO THE COUNTY BY VIRTUE OF THIS WORK/PROJECT, AND DISCLOSED IN THIS REQUEST FOR BIDS AND THE AMOUNT OR PERCENTAGE METHOD OF ALL SUCH LICENSES, PERMITS AND FEES REQUIRED BY BROWARD COUNTY ARE LISTED BELOW. EACH LICENSE, PERMIT OR FEE A CONTRACTOR WILL HAVE TO PAY THE COUNTY BEFORE OR DURING CONSTRUCTION OR THE % METHOD OR UNIT METHOD OF ALL LICENSES, PERMITS AND FEES REQUIRED BY THE COUNTY AND PAYABLE TO THE COUNTY BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT IS STATED BELOW.

NO PERMIT OR FEES ARE REQUIRING OF BROWARD COUNTY AGENCIES.

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.

6. **LICENSING REQUIREMENTS:**

IN ORDER TO BE CONSIDERED A RESPONSIBLE BIDDER FOR THE SCOPE OF WORK SET FORTH IN THESE BID DOCUMENTS, THE BIDDER SHALL POSSESS THE FOLLOWING LICENSES (INCLUDING ANY SPECIFIED REGISTRATION) AND (STATE REGISTRATION IF APPLICABLE) AT THE TIME OF BID SUBMITTAL.

STATE: **GENERAL CONTRACTOR**

OR

COUNTY: **GENERAL ENGINEERED CONSTRUCTION BUILDER**

OR

MAJOR ROADS CLASS "A"

ANY WORK PERFORMED NOT WITHIN THE SCOPE OF THE ABOVE CONTRACT MUST BE PERFORMED BY A LICENSED CONTRACTOR.

7. **OCCUPATIONAL LICENSE REQUIREMENTS:**

OCCUPATIONAL LICENSES FROM BROWARD COUNTY FIRMS WILL BE REQUIRED TO BE SUBMITTED WITHIN 15 DAYS OF NOTIFICATION OF INTENT TO AWARD.

OCCUPATIONAL LICENSES WILL BE REQUIRED PURSUANT TO CHAPTER 205.065, FLORIDA STATUTES.

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

8. **BID GUARANTY:**

ALL BIDS SHALL BE ACCOMPANIED BY EITHER A BID BOND EXECUTED BY A SURETY COMPANY MEETING THE QUALIFICATIONS FOR SURETY COMPANIES AS SPECIFIED IN SECTION 8, OR BY CASH, MONEY ORDER, CERTIFIED CHECK, CASHIER'S CHECK, IRREVOCABLE LETTER OF CREDIT, (ATTACHMENT "B") TREASURER'S CHECK OR BANK DRAFT OF ANY NATIONAL OR STATE BANK (UNITED STATES), IN AN AMOUNT EQUAL TO 5 PERCENT OF THE TOTAL BID PRICE, PAYABLE TO THE BOARD OF COUNTY COMMISSIONERS AND CONDITIONED UPON THE SUCCESSFUL BIDDER EXECUTING THE CONTRACT AND PROVIDING THE PERFORMANCE AND PAYMENT GUARANTY AND EVIDENCE OF INSURANCE WITHIN 15 CALENDAR DAYS AFTER NOTIFICATION OF INTENT TO AWARD OF THE CONTRACT. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID GUARANTY. GUARANTY OF THE SUCCESSFUL BIDDER 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 BIDDER FAIL TO PROVIDE THE REQUIRED PERFORMANCE AND PAYMENT GUARANTY OR CERTIFICATE OF INSURANCE OR FAIL TO COMPLY WITH ANY OTHER REQUIREMENTS SET FORTH HEREIN. BID GUARANTIES OF THE UNSUCCESSFUL BIDDERS WILL BE RETURNED AFTER AWARD OF CONTRACT.

9. **PERFORMANCE AND PAYMENT GUARANTY:**

AT THE COUNTY'S OPTION, THE PERFORMANCE AND PAYMENT GUARANTY WILL BE REQUIRED EITHER:

*WITHIN APPROXIMATELY 15 DAYS OF BEING NOTIFIED OF INTENT OF AWARD AND PRIOR TO AWARD.
OR

*WITHIN APPROXIMATELY 7 DAYS AFTER AWARD AND PRIOR TO ISSUANCE OF THE PURCHASE ORDER AND NOTICE TO PROCEED.

PERFORMANCE AND PAYMENT BOND (SURETY)

- 9.1 A PERFORMANCE AND PAYMENT BOND OF THE FORM AND CONTAINING ALL THE PROVISIONS OF THE PERFORMANCE AND PAYMENT BOND ATTACHED HERETO. (ATTACHMENT "C")
- 9.2 THE BOND(S) SHALL BE IN THE AMOUNT OF 100 PERCENT 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 SECTION 8., QUALIFICATION OF SURETY.
- 9.3 SUCH BOND(S) SHALL CONTINUE IN EFFECT FOR ONE YEAR AFTER COMPLETION AND ACCEPTANCE OF THE WORK WITH LIABILITY EQUAL TO 100 PERCENT OF THE CONTRACT PRICE, OR AN ADDITIONAL BOND SHALL BE CONDITIONED THAT THE CONTRACTOR WILL UPON NOTIFICATION BY THE COUNTY, CORRECT ANY DEFECTIVE OR FAULTY WORK OR MATERIALS WHICH APPEAR WITHIN ONE YEAR AFTER COMPLETION OF THE CONTRACT.
- 9.4 PURSUANT TO THE REQUIREMENTS OF SECTION 255.05(1)(A), FLORIDA STATUTES, CONTRACTOR SHALL ENSURE THAT THE BOND OR BONDS REFERENCED ABOVE SHALL BE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY.

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

9. **PERFORMANCE AND PAYMENT GUARANTY:** (CONTINUED)

PERFORMANCE AND PAYMENT GUARANTY:

9.5 IN LIEU OF THE PERFORMANCE AND PAYMENT BOND, CONTRACTOR MAY FURNISH AN ALTERNATE FORM OF SECURITY WHICH MAY BE IN THE FORM OF CASH, MONEY ORDER, CERTIFIED CHECK, CASHIER'S CHECK OR IRREVOCABLE LETTER OF CREDIT (ATTACHMENT D). 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.

10. **QUALIFICATIONS OF SURETY:**

10.1 A BID BOND AND PERFORMANCE AND PAYMENT BOND MUST BE EXECUTED BY A SURETY COMPANY OF RECOGNIZED STANDING, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA AND HAVING BEEN IN BUSINESS WITH A RECORD OF SUCCESSFUL CONTINUOUS OPERATION FOR AT LEAST FIVE YEARS.

10.2 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 REVISIONS. IF THE AMOUNT OF THE BOND EXCEEDS THE UNDERWRITING LIMITATION SET FORTH IN THE CIRCULAR, IN ORDER TO QUALIFY, THE NET RETENTION OF THE SURETY COMPANY SHALL NOT EXCEED THE UNDERWRITING LIMITATION IN THE CIRCULAR AND THE EXCESS RISKS MUST BE PROTECTED BY COINSURANCE, REINSURANCE, OR OTHER METHODS IN ACCORDANCE WITH TREASURY CIRCULAR 297, REVISED SEPTEMBER 1, 1978 (31 DFR SECTION 223.10 SECTION 233.111). 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.1) THE COUNTY WILL ACCEPT A SURETY BOND FROM A COMPANY WITH A RATING OF B+ OR BETTER FOR BONDS UP TO \$2 MILLION, PROVIDED, HOWEVER, THAT IF ANY SURETY COMPANY APPEARS ON THE WATCH LIST THAT IS PUBLISHED QUARTERLY BY INTERCOM OF THE OFFICE OF THE FLORIDA INSURANCE COMMISSIONER, THE COUNTY SHALL REVIEW AND EITHER ACCEPT OR REJECT THE SURETY COMPANY BASED ON THE FINANCIAL INFORMATION AVAILABLE TO THE COUNTY. A SURETY COMPANY THAT IS REJECTED BY THE COUNTY MAY BE SUBSTITUTED BY THE BIDDER OR PROPOSER WITH A SURETY COMPANY ACCEPTABLE TO THE COUNTY, ONLY IF THE BID AMOUNT DOES NOT INCREASE.

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

10. **QUALIFICATIONS OF SURETY:** (CONTINUED)

B.2) THE SURETY COMPANY SHALL HAVE AT LEAST THE FOLLOWING MINIMUM RATINGS:

<u>AMOUNT OF BOND</u>	<u>POLICYHOLDER'S RATINGS</u>	<u>FINANCIAL SIZE CATEGORY</u>
500,001 TO 1,000,000	B+	CLASS I
1,000,001 TO 2,000,000	B+	CLASS II
2,000,001 TO 5,000,000	A	CLASS III
5,000,001 TO 10,000,000	A	CLASS IV
10,000,001 TO 25,000,000	A	CLASS V
25,000,001 TO 50,000,000	A	CLASS VI
50,000,001 OR MORE	A	CLASS VII

C) FOR PROJECTS WHICH DO NOT EXCEED \$500,000.00 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 INSURANCE CODE AT THE TIME THE INVITATION BID IS ISSUED, IF THE SURETY COMPANY IS OTHERWISE IN COMPLIANCE WITH THE PROVISIONS OF THE FLORIDA INSURANCE CODE, AND IF THE SURETY COMPANY HOLDS A CURRENTLY VALID CERTIFICATE OF AUTHORITY ISSUED BY THE UNITED STATES DEPARTMENT OF THE TREASURY UNDER SECTION 9304 TO 9308 OF TITLE 31 OF THE UNITED STATES CODE. (ATTACHMENT "E")

D) THE COUNTY WILL ACCEPT A SURETY BOND FROM A COMPANY WITH A RATING OF B+ OR BETTER; PROVIDED, HOWEVER, THAT IF THE SURETY COMPANY APPEARS ON THE 'WATCH LIST' THAT IS PUBLISHED QUARTERLY BY 'FOCUS' OF THE OFFICE OF THE FLORIDA INSURANCE COMMISSIONER, THE COUNTY SHALL REVIEW AND EITHER ACCEPT OR REJECT THE SURETY COMPANY BASED ON THE FINANCIAL INFORMATION AVAILABLE TO THE COUNTY. A SURETY COMPANY THAT IS REJECTED BY THE COUNTY MAY BE SUBSTITUTED BY THE BIDDER OR PROPOSER WITH A SURETY COMPANY ACCEPTABLE TO THE COUNTY ONLY IF THE BID AMOUNT DOES NOT INCREASE.

11. **LIQUIDATED DAMAGES:**

11.1 THE WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL BE COMMENCED UPON ISSUANCE OF PURCHASE ORDER, WHICH WILL NOT BE ISSUED UNTIL RECEIPT OF ALL REQUIRED DOCUMENTS.

11.2 THE WORK SHALL BE COMPLETED AND READY FOR FINAL PAYMENT WITHIN THE NUMBER OF CALENDAR MUTUALLY AGREED UPON AND INCLUDED IN THE NOTICE TO PROCEED.

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

11. **LIQUIDATED DAMAGES:** (CONTINUED)

11.3 UPON FAILURE OF THE CONTRACTOR TO COMPLETE SAID CONTRACT WITHIN THE SPECIFIED PERIOD OF TIME (PLUS APPROVED EXTENSIONS, IF ANY) THE CONTRACTOR SHALL PAY TO COUNTY THE SUM OF SEVENTY-FIVE DOLLARS (\$75.00) FOR EACH CALENDAR DAY (PLUS APPROVED EXTENSIONS) AFTER THE TIME SPECIFIED FOR COMPLETION AND READINESS FOR FINAL PAYMENT. 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, AND BOTH PARTIES DESIRING TO OBIVATE ANY QUESTION OF DISPUTE CONCERNING THE AMOUNT OF SAID DAMAGES AND THE COST AND EFFECT OF THE FAILURE OF THE CONTRACTOR TO COMPLETE THE CONTRACT ON TIME.

11.4 THE COUNTY IS AUTHORIZED TO DEDUCT LIQUIDATED DAMAGE AMOUNTS FROM THE MONIES DUE TO CONTRACTOR FOR THE WORK UNDER THIS CONTRACT, OR AS MUCH THEREOF AS THE COUNTY MAY, AT ITS OWN OPTION, DEEM JUST AND REASONABLE.

12. **PAYMENT:**

A PURCHASE ORDER WILL BE ISSUED TO THE SUCCESSFUL BIDDER AFTER AWARD AND AFTER RECEIPT OF THE DOCUMENTS SPECIFIED HEREIN. FINAL PAYMENT AND RELEASE OF RETAINAGE WILL BE PAID IN FULL UPON COMPLETION OF ALL REQUIREMENTS.

PRIOR TO THE FIRST APPLICATION FOR PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE COUNTY, A SCHEDULE OF VALUES OF THE VARIOUS PORTIONS OF THE WORK, AGGREGATING THE TOTAL CONTRACT 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.

12.1 PARTIAL PAYMENTS ON JOBS THAT WILL EXCEED 30 DAYS, SHALL ONLY BE MADE UPON APPROVAL OF THE CONTRACTOR'S APPLICATION FOR PAYMENT SHOWING WORK PERFORMED AND COMPLETED AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

12.2 PAYMENT WILL BE MADE NO MORE THAN ONE PER MONTH. AT EACH PARTIAL PROGRESS PAYMENT, TEN PERCENT (10%) OF ALL MONIES EARNED BY THE CONTRACTOR SHALL BE RETAINED BY THE COUNTY UNTIL THE PROJECT IS TOTALLY COMPLETED AS SPECIFIED AND ACCEPTED.

12.3 THE RELEASE OF RETAINAGE SHALL NOT BECOME DUE UNTIL ALL WORK IS (100%) COMPLETE, INCLUDING:

12.3.1 REPAIR AND/OR REPLACEMENT OF FAULTY OR DEFECTIVE WORK.

12.3.2 AS-BUILT DRAWINGS ARE SUBMITTED TO AND ACCEPTED BY THE COUNTY.

12.3.3 ALL CODE REQUIREMENTS, INSPECTIONS, TESTING AND CERTIFICATES OF APPROVAL ARE CONFORMED WITH, SUBMITTED AND ACCEPTED BY THE COUNTY.

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

12. **PAYMENT:** (CONTINUED)

12.3.4 THE COUNTY IS SATISFIED ALL PAYROLLS, BILLS FOR MATERIALS AND EQUIPMENT AND OTHER INDEBTEDNESS CONNECTED WITH THE WORK FOR WHICH THE COUNTY MIGHT IN ANY WAY BE RESPONSIBLE HAVE BEEN PAID OR OTHERWISE SATISFIED TO THE EXTENT AND IN SUCH FORM AS MAY BE DESIGNATED BY THE COUNTY.

12.3.5 CERTIFICATE OF OCCUPANCY IS OBTAINED AND FURNISHED TO COUNTY.

12.3.6 RELEASE OF LIEN.

12.3.7 COMPLETION OF PUNCH LIST.

12.3.8 WARRANTIES ARE SUBMITTED TO AND ACCEPTED BY COUNTY.

13. **PERMITS AND FEES:** (FOR AGENCIES OTHER THAN BROWARD COUNTY COMMISSIONERS)

THE CONTRACTOR 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.

14. **SUBCONTRACTING:**

AFTER AWARD AND PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A LISTING OF ALL SUBCONTRACTORS, IF ANY, AND THE PORTION OF THE CONTRACT THEY WILL PERFORM. IF SUBCONTRACTORS ARE STATED, THIS DOES NOT RELIEVE THE CONTRACTOR FROM THE PRIME RESPONSIBILITY OF FULL AND COMPLETE SATISFACTORY AND ACCEPTABLE PERFORMANCE UNDER ANY AWARDED CONTRACT.

15. **CODE REQUIREMENTS:**

THE CONTRACTOR AND HIS SUBCONTRACTORS ON THIS PROJECT MUST BE FAMILIAR WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, CITY AND LOCAL LAWS, REGULATIONS OR CODES AND BE GOVERNED ACCORDINGLY AS THEY WILL APPLY TO THIS PROJECT AND THE ACTIONS OR OPERATIONS OF THOSE ENGAGED IN THE WORK OR CONCERNING MATERIALS USED. CONTRACTOR SHALL ASK FOR AND RECEIVE ANY REQUIRED INSPECTIONS.

16. **CONTRACTOR RESPONSIBILITIES:**

THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROVISION, INSTALLATION AND PERFORMANCE OF ALL EQUIPMENT, MATERIALS, SERVICES, ETC. OFFERED IN HIS BID. THE CONTRACTOR 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 OWN MANUFACTURE.

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

17. **DRUG-FREE WORKPLACE CERTIFICATION:**
BROWARD COUNTY PROCUREMENT CODE CHAPTER 21.31.A. REQUIRES AWARDS OF COMPETITIVE SEALED BIDS AND SEALED PROPOSALS REQUIRING BOARD AWARD BE MADE ONLY TO FIRMS CERTIFYING THE ESTABLISHMENT OF A DRUG FREE WORKPLACE. THE DRUG FREE WORKPLACE CERTIFICATION (ATTACHMENT "H") MUST BE FURNISHED TO THIS OFFICE PRIOR TO AN AWARD BEING MADE. FAILURE TO PROVIDE THIS CERTIFICATION WILL RENDER YOUR OFFICE UNQUALIFIED AND INELIGIBLE FOR AWARD.
18. **SMALL DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION PROGRAM (SDBEAAP)**
1. ON MARCH 15, 1984, THE BOARD OF COUNTY COMMISSIONERS PASSED AN ORDINANCE ESTABLISHING THE SMALL DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION PROGRAM (SDBEAAP).
 2. **THIS CONTRACT HAS A 10% ASSIGNED GOAL OF SMALL DISADVANTAGED BUSINESS ENTERPRISE (SDBE) PARTICIPATION.**
 3. THE COUNTY MUST MAINTAIN RECORDS CONCERNING SDBE PARTICIPATION IN ITS CONTRACTS, THE CONTRACTOR SHOULD, SUBMIT A SCHEDULE OF SDBE PARTICIPATION (ATTACHMENT "F") SHOWING SDBE FIRMS SCHEDULED TO PARTICIPATE IN THE CONTRACT AS PRIME CONTRACTOR, SUBCONTRACTOR, OR SUPPLIER (NEGATIVE SCHEDULES ARE REQUIRED IF NO SDBE'S ARE SCHEDULED TO PARTICIPATE), AND ONE SDBE IDENTIFICATION AFFIDAVIT FOR EACH SDBE SCHEDULED TO PARTICIPATE IN THE CONTRACT, IF THE SDBE DOES NOT ALREADY HAVE AN AFFIDAVIT ON FILE WITH THE OFFICE OF SMALL/MINORITY BUSINESS AFFAIRS, ROOM #A680, GOVERNMENTAL CENTER, 115 SOUTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, TELEPHONE (954) 357-7800.
 4. THE OFFICE OF SMALL/MINORITY BUSINESS AFFAIRS OF THE COUNTY MAINTAINS A DIRECTORY OF SDBE WHICH IS AVAILABLE FOR USE BY CONTRACTORS.
 5. THE COUNTY ENCOURAGES THE CONTRACTOR TO USE MINORITY OWNED-AND-OPERATED BANKS.

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

18. **SMALL DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION PROGRAM (SDBEAAP)** (CONTINUED)

6. **SMALL DISADVANTAGED BUSINESS ENTERPRISE (SDBE)** IS DEFINED AS A SMALL BUSINESS THAT IS AT LEAST 51 PERCENT BENEFICIALLY OWNED AND IS ROUTINELY MANAGED BY ONE OR MORE DISADVANTAGED INDIVIDUALS OF THE FOLLOWING CLASSIFICATIONS:

- A. BLACK AMERICANS, WHICH INCLUDES PERSONS HAVING ORIGINS IN ANY OF THE BLACK RACIAL GROUPS OF AFRICA;
- B. HISPANIC AMERICANS, WHICH INCLUDES PERSONS OF MEXICAN, PUERTO RICAN, CUBAN, CENTRAL OR SOUTH AMERICAN OR OTHER SPANISH CULTURE OR ORIGIN, REGARDLESS OF RACE;
- C. ASIAN-PACIFIC AMERICANS, WHICH INCLUDES PERSONS WHOSE ORIGINS FROM JAPAN, CHINA, TAIWAN, KOREA, VIETNAM, LAOS, CAMBODIA, THE PHILIPPINES, SAMOA, GUAM, THE UNITED STATES TRUST TERRITORIES OF THE PACIFIC AND THE NORTHWEST MARIANAS;
- D. NATIVE AMERICANS, WHICH INCLUDES PERSONS WHO ARE AMERICAN INDIANS, ESKIMOS, ALEUTS, OR NATIVE HAWAIIANS;
- E. ASIAN-INDIAN AMERICANS, WHICH INCLUDES PERSONS WHOSE ORIGINS ARE FROM INDIA, PAKISTAN, AND BANGLADESH;
- F. ANY INDIVIDUALS FOUND TO BE SOCIALLY AND ECONOMICALLY DISADVANTAGED BY THE SMALL BUSINESS ADMINISTRATION; AND
- G. ANY WOMEN NOT INCLUDED IN (A) THROUGH (G) ABOVE.

NOTE: THE BROWARD COUNTY SDBE ORDINANCE STIPULATES LIMITATIONS ON EARNINGS TO QUALIFY AN SDBE. THIS INFORMATION IS AVAILABLE AT THE OFFICE OF SMALL/MINORITY BUSINESS AFFAIRS. TELEPHONE 357-7800.

19. **PREFERENCES:**

A. **LOCAL PREFERENCE:**

IN ACCORDANCE WITH INTERLOCAL AGREEMENT BETWEEN BROWARD AND DADE COUNTY (SECTIONS 1-74 THRU 1-79, BROWARD COUNTY CODE OF ORDINANCES), THE RIGHT IS RESERVED BY THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS TO PROVIDE FOR A LOCAL PREFERENCE IN AN AMOUNT OF ONE PERCENT (1%) OF THE BID PROPOSAL.

B. **DOMESTIC PARTNERSHIP BENEFITS PREFERENCE: (SEE ATTACHMENT "I")**

IN ACCORDANCE WITH BROWARD COUNTY ORDINANCE NO. 1999-03, AS AMENDED, THE RIGHT IS RESERVED BY THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS TO PROVIDE FOR A PREFERENCE IN AN AMOUNT OF ONE PERCENT (1%) OF THE BID PROPOSAL, FOR THOSE PROPOSERS OFFERING BENEFITS TO EMPLOYEES' DOMESTIC PARTNERS AND DOMESTIC PARTNERS' DEPENDENTS, AND WHO CERTIFY TO SAME ON A FORM PRESCRIBED BY THE PURCHASING DIVISION. TO BE ELIGIBLE FOR THIS PREFERENCE, THE CONTRACTOR MUST SUBMIT THE CERTIFICATION FORM WITHIN FIVE DAYS AFTER WRITTEN REQUEST BY THE COUNTY, AND IN ANY CASE, PRIOR TO AWARD.

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

19. **PREFERENCES:** (CONTINUED)
NO CONTRACTOR SHALL RECEIVE MORE THAN ONE COUNTY-AUTHORIZED PREFERENCE FOR THE SAME PROCUREMENT. IF A CONTRACTOR IS ELIGIBLE FOR MORE THAN ONE COUNTY-AUTHORIZED BID PREFERENCE FOR A PARTICULAR PROCUREMENT, THE CONTRACTOR SHALL BE ELIGIBLE TO RECEIVE ONLY THE BID PREFERENCE THAT IS MOST FAVORABLE TO THE CONTRACTOR.
20. **CONTRACTOR PERFORMANCE REVIEW:**
BIDDER/CONTRACTOR: AN INTERIM PERFORMANCE EVALUATION OF THE SUCCESSFUL BIDDER/CONTRACTOR MAY BE SUBMITTED BY THE CONTRACT ADMINISTRATOR DURING CONSTRUCTION OF THE PROJECT. A FINAL PERFORMANCE EVALUATION SHALL BE SUBMITTED WHEN THE REQUEST FOR FINAL PAYMENT TO THE CONSTRUCTION CONTRACTOR IS FORWARDED FOR APPROVAL. IN EITHER SITUATION, THE COMPLETED EVALUATION(S) SHALL BE FORWARDED TO THE COUNTY DIRECTOR OF PURCHASING WHO SHALL PROVIDE A COPY TO THE SUCCESSFUL BIDDER/CONTRACTOR. SAID EVALUATION(S) MAY BE USED BY THE COUNTY AS A FACTOR IN CONSIDERING THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER/CONTRACTOR FOR FUTURE BIDS WITH THE COUNTY.
21. **FURTHER INFORMATION:**
BIDDERS REQUIRING TECHNICAL CLARIFICATIONS SHOULD CONTACT DON RAU, BROWARD COUNTY STREETS AND HIGHWAYS DIVISION AT (954) 974-4100. NO CHANGE(S) AND NO INTERPRETATION(S) SHALL BE CONSIDERED BINDING UNLESS PROVIDED TO ALL BIDDERS IN WRITING BY THE DIRECTOR OF THE PURCHASING DIVISION.
22. **SITE VISIT AND/OR PRE-BID CONFERENCE:**
ATTENDANCE AT THE PRE-BID CONFERENCE IS OPTIONAL. THIS INFORMATION SESSION PRESENTS AN OPPORTUNITY FOR BIDDERS TO CLARIFY ANY CONCERNS REGARDING THE BID REQUIREMENTS. THE BIDDER IS CAUTIONED THAT, ALTHOUGH THE PRE-BID CONFERENCE IS OPTIONAL, NO MODIFICATION OR ANY CHANGES WILL BE ALLOWED IN THE PRICING BECAUSE OF THE FAILURE OF THE BIDDER(S) TO HAVE ATTENDED THE CONFERENCE.

<u>PRE-BID CONFERENCE</u>	
DATE:	JUNE 6, 2001
TIME:	3 PM
LOCATION:	STREETS AND HIGHWAYS CONFERENCE ROOM 1600 NW 30TH AVENUE (BLOUNT ROAD) POMPANO BEACH, FL 33069

IF YOU REQUIRE ANY AUXILIARY AIDS FOR COMMUNICATION, PLEASE CALL 357-6065 SO THAT ARRANGEMENTS CAN BE MADE IN ADVANCE.

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

23. PUBLIC ENTITY CRIMES ACT (AMENDED):

WITH REFERENCE TO PARAGRAPH 24 OF INVITATION TO BID, ELIMINATE THE REFERENCE TO \$15,000 IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES. CATEGORY TWO THRESHOLD DOLLAR AMOUNT AT THE TIME OF BID OPENING SHALL APPLY.

24. PREVAILING WAGE RATE:

BROWARD COUNTY ORDINANCE NO. 83-72 PROVIDING FOR PAYMENT OF PREVAILING WAGE RATES AND FRINGE BENEFITS IS APPLICABLE TO THIS PROJECT AND MUST BE COMPLIED WITH, IF THE PURCHASE ORDER ISSUED AGAINST THIS AGREEMENT IS EQUAL TO, OR EXCEEDS, \$250,000.00. WAGE RATE TABLE IS ATTACHED. (ATTACHMENT "J").

25. NON-COLLUSION FORM:

BY SIGNING THIS OFFER, THE VENDOR CERTIFIES THAT THIS OFFER IS MADE INDEPENDENTLY AND FREE FROM COLLUSION. VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY BROWARD COUNTY OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135 (1) (c), FLA. STAT. (1989), WHO IS AN OFFICER OR DIRECTOR OF, OR HAS A MATERIAL INTEREST IN, THE VENDOR'S BUSINESS, WHO IS IN A POSITION TO INFLUENCE THIS PROCUREMENT. ANY BROWARD COUNTY OFFICER OR EMPLOYEE WHO HAS ANY INPUT INTO THE WRITING OF SPECIFICATIONS OR REQUIREMENTS, SOLICITATION OF OFFERS, DECISION TO AWARD, EVALUATION OF OFFERS, OR ANY OTHER ACTIVITY PERTINENT TO THIS PROCUREMENT IS PRESUMED, FOR PURPOSES HEREOF, TO BE IN A POSITION TO INFLUENCE THIS PROCUREMENT. FOR PURPOSES HEREOF, A PERSON HAS A MATERIAL INTEREST IF HE OR SHE DIRECTLY OR INDIRECTLY OWNS MORE THAN 5 PERCENT OF THE TOTAL ASSETS OR CAPITAL STOCK OF ANY BUSINESS ENTITY, OR IF HE OR SHE OTHERWISE STANDS TO PERSONALLY GAIN IF THE CONTRACT IS AWARDED TO THIS VENDOR.

FAILURE OF A VENDOR TO DISCLOSE ANY RELATIONSHIP DESCRIBED HEREIN SHALL BE REASON FOR DEBARMENT IN ACCORDANCE WITH THE PROVISIONS OF THE BROWARD COUNTY PROCUREMENT CODE.

<u>NAME</u>	<u>RELATIONSHIPS</u>
<hr/>	<hr/>
	<hr/>
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IF THE VENDOR DOES NOT INDICATE ANY RELATIONSHIP BY LEAVING THE ABOVE SECTION BLANK, THE COUNTY WILL TAKE THIS TO MEAN THE VENDOR MEANS NO SUCH RELATIONSHIP EXIST.

BID SHEET

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

**TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA**

ALL BLANKS HAVE BEEN FILLED IN, BID SHEET IS ATTACHED TO THE COMPLETED "INVITATION FOR BID" AND RETURNED HERewith.

IN ACCORDANCE WITH THE INVITATION FOR BID, THE GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS FOR CONCRETE SURFACE COURSES, PRIME AND ASPHALTIC, ATTACHED HERETO AND A PART HEREOF, THE UNDERSIGNED PROPOSED THE FOLLOWING:

TO FURNISH ALL SERVICES, LABOR, MATERIAL AND EQUIPMENT TO COMPLETE ALL WORK AS INDICATED IN THE CONTRACT DOCUMENTS.

BASIS OF AWARD:

AWARD WILL BE BASED ON INDIVIDUAL GROUP; TO THE LOW RESPONSIVE/RESPONSIBLE BIDDER FOR EACH GROUP.

DELIVERY AND INSTALLATION NORTH OF AND INCLUDING BROWARD BOULEVARD

ITEM NOS. 1-18

GROUP I

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	4,100	GALLON	#745 30 300 0580 PRIME COAT, EMULSIFIED ASPHALT AEP	\$ _____/GAL.	\$ _____
2.	300	SQ. YDS.	#750 77 901 0000 CLEAN SAND	\$ _____/SQ.YD	\$ _____
3.	35	TON	#750 77 902 0000 COATED SAND/ARMOR COAT	\$ _____/TON	\$ _____
4.	1,600	GALLON	#745 30 300 0570 TACK COAT, EMULSIFIED ASPHALT AEP	\$ _____/GAL.	\$ _____
5.	16,000	GALLON	#745 30 300 0545 TACK COAT, (EMULSIFIED ASPHALT) TYPE RS-2	\$ _____/GAL.	\$ _____
6.	175	TON	#745 21 760 0001 ASPHALTIC CONCRETE TYPE S1	\$ _____/TON	\$ _____
7.	100	TON	#745 21 750 0001 ASPHALTIC CONCRETE TYPE FC-2	\$ _____/TON	\$ _____

NAME OF BIDDER: _____

BID SHEET
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
8.	100	TON	#745 21 750 0003 ASPHALTIC CONCRETE TYPE FC-3	\$ _____/TON	\$ _____
9.	100	TON	#745 21 750 0005 ASPHALTIC CONCRETE TYPE FC-5	\$ _____/TON	\$ _____
10.	100	TON	#745 21 750 0007 ASPHALTIC CONCRETE TYPE FC-6	\$ _____/TON	\$ _____
11.	24,000	TON	#745 21 770 0000 ASPHALTIC CONCRETE TYPE S-3	\$ _____/TON	\$ _____
12.	360	TON	#745 21 775 0000 BROWARD COUNTY ASPHALTIC SURFACE MIX	\$ _____/TON	\$ _____
13.	13	EACH	#755 43 100 1000 MOBILIZATION PER MILLING OPERATION	\$ _____/EA	\$ _____
14.	221,000	SQ. YDS.	#755 43 100 1010 1" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
15.	10,000	SQ. YDS.	#755 43 100 1020 1½" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
16.	10,000	SQ. YDS.	#755 43 100 1030 2" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
17.	10,000	SQ. YDS.	#755 43 100 1040 2½" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
18.	10,000	SQ. YDS.	#755 43 100 1050 3" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
TOTAL BID AMOUNT FOR GROUP I (ITEMS 1-18)					\$ _____

NAME OF BIDDER _____

BID SHEET
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

THE LOCATION OF BASE OF OPERATIONS FROM WHICH MATERIALS, EQUIPMENT, AND PERSONNEL WILL BE DISPATCHED FOR SERVING BROWARD COUNTY PROJECTS:

NAME: _____

STREET ADDRESS _____

CITY _____

PERSON IN CHARGE _____ TEL # _____

NAME OF BIDDER _____

BID SHEET
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

DELIVERY AND INSTALLATION SOUTH OF BROWARD BOULEVARD
ITEM NOS. 19-36

GROUP II

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
19.	4,100	GALLON	#745 30 300 0580 PRIME COAT, EMULSIFIED ASPHALT AEP	\$ _____/GAL.	\$ _____
20.	300	SQ. YDS.	#750 77 901 0000 CLEAN SAND	\$ _____/SQ.YD	\$ _____
21.	35	TON	#750 77 902 0000 COATED SAND/ARMOR COAT	\$ _____/TON	\$ _____
22.	1,600	GALLON	#745 30 300 0570 TACK COAT, EMULSIFIED ASPHALT AEP	\$ _____/GAL.	\$ _____
23.	16,000	GALLON	#745 30 300 0545 TACK COAT, (EMULSIFIED ASPHALT) TYPE RS-2	\$ _____/GAL.	\$ _____
24.	175	TON	#745 21 760 0002 ASPHALTIC CONCRETE TYPE S1	\$ _____/TON	\$ _____
25.	100	TON	#745 21 750 0002 ASPHALTIC CONCRETE TYPE FC-2	\$ _____/TON	\$ _____
26.	100	TON	#745 21 750 0004 ASPHALTIC CONCRETE TYPE FC-3	\$ _____/TON	\$ _____
27.	100	TON	#745 21 750 0006 ASPHALTIC CONCRETE TYPE FC-5	\$ _____/TON	\$ _____
28.	100	TON	#745 21 750 0008 ASPHALTIC CONCRETE TYPE FC-6	\$ _____/TON	\$ _____

NAME OF BIDDER _____

BID SHEET
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
29.	24,100	TON	#745 21 770 0000 ASPHALTIC CONCRETE TYPE S-3	\$ _____/TON	\$ _____
30.	360	TON	#745 21 775 0000 BROWARD COUNTY ASPHALTIC SURFACE MIX	\$ _____/TON	\$ _____
31.	12	EACH	#755 43 100 1000 MOBILIZATION PER MILLING OPERATION	\$ _____/EA	\$ _____
32.	221,000	SQ. YDS.	#755 43 100 1010 1" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
33.	10,000	SQ. YDS.	#755 43 100 1020 1½" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
34.	10,000	SQ. YDS.	#755 43 100 1030 2" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
35.	10,000	SQ. YDS.	#755 43 100 1040 2½" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
36.	10,000	SQ. YDS.	#755 43 100 1050 3" AVERAGE DEPTH OF MILLING	\$ _____/S.Y.	\$ _____
TOTAL BID AMOUNT FOR GROUP II (ITEMS 19-36)					\$ _____

NAME OF BIDDER _____

BID SHEET
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

DISCOUNT OFF TOTAL PRICE FOR GROUPS I & II IF AWARDED WARD OF BOTH GROUPS.

FOR EASE OF CALCULATION, BIDDER SHOULD OFFER DISCOUNT BY (%) PERCENTAGE TERMS.

THE LOCATION OF BASE OF OPERATIONS FROM WHICH MATERIALS, EQUIPMENT, AND PERSONNEL WILL BE DISPATCHED FOR SERVING BROWARD COUNTY PROJECTS:

NAME: _____

STREET ADDRESS _____

CITY _____

PERSON IN CHARGE _____ TEL # _____

IN ACCORDANCE WITH 3.5 OF "SPECIAL INSTRUCTIONS TO BIDDER" INDICATE IF AN EXCEPTION TO INSURANCE REQUIREMENTS IS BEING REQUESTED. BE SPECIFIC AND STATE REASON:

NAME OF BIDDER _____

BID SHEET
(CONTINUED)

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS AND HIGHWAYS

RECYCLED CONTENT INFORMATION:

- 1. **IS THE MATERIAL IN THE ABOVE: VIRGIN OR RECYCLED (CHECK THE APPLICABLE BOX). IF RECYCLED, WHAT PERCENTAGE %**

PRODUCT DESCRIPTION: _____

- 2. **IS YOUR PRODUCT PACKAGED AND/OR SHIPPED IN MATERIAL CONTAINING RECYCLED CONTENT?**

YES NO

SPECIFY _____

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

YES NO

SPECIFY _____

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

DO YOU QUALIFY FOR THE LOCAL PREFERENCE CLAUSE YES NO

DO YOU QUALIFY FOR THE DOMESTIC PARTNER CLAUSE YES NO

"THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUIRED:"

YES NO

VENDOR FAX # _____

ACKNOWLEDGMENT IS HEREBY MADE OF THE FOLLOWING ADDENDA OR AMENDMENTS (IDENTIFIED BY NUMBER) RECEIVED SINCE ISSUANCE OF THIS BID:

NOTICES TO BIDDER:

- 1. **PLEASE CHECK THE FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN) AND OTHER INFORMATION ON THE FACE OF THE INVITATION FOR BID/BIDDER ACKNOWLEDGMENT FORM (IFB) (YELLOW) AND MAKE APPROPRIATE CORRECTIONS ON THE IFB. IF THE COUNTY DOES NOT HAVE THE CORRECT INFORMATION, PAYMENTS CANNOT BE MADE TO YOUR FIRM.**
- 2. **BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGMENT (YELLOW) FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.**

NAME OF BIDDER _____

ATTACHMENT "A"**SPECIFICATIONS AND REQUIREMENTS****FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS, HIGHWAYS****1. SPECIFICATIONS AND REQUIREMENTS:**

UNLESS OTHERWISE SPECIFIED, ALL MATERIALS, EQUIPMENT AND MACHINERY AND METHODS AND PROCEDURES FOLLOWED IN PERFORMANCE OF THE CONTRACT SHALL BE IN CONFORMANCE WITH THE APPLICABLE SECTIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, "CURRENT" EDITION, AND SUPPLEMENTAL THERETO.

FURNISH ALL MATERIALS, LABOR, EQUIPMENT AND SUPERVISION REQUIRED FOR THE APPLICATION AND CONSTRUCTION OF SURFACE COURSES OVER PREVIOUSLY CONSTRUCTED ROAD BASES. WORK TO BE PERFORMED IN SEQUENCE, SHALL CONSIST OF THE FOLLOWING:

- A. SWEEPING, CLEANING AND REMOVAL OF DUST AND LOOSE MATERIALS FROM THE SURFACE OF THE ROAD BASE FOLLOWED BY AN IMMEDIATE APPLICATION OF A PRIME COAT (BITUMINOUS MATERIAL). EMULSIFIED ASPHALT AEP. PRICE OFFERED UNDER ITEM NUMBER 1 AND 10 TO INCLUDE SAND APPLICATION.
- B. IMMEDIATELY AFTER LAYING OF PRIME COAT, APPLICATION OF A LAYER OF EITHER CLEAN SAND OR COATED SAND (ARMOR COAT), AS DIRECTED BY BROWARD COUNTY ENGINEER AND ROLLING OF SURFACE. PRICE OFFERED UNDER ITEM NUMBERS 2, 3, 11 & 12 TO INCLUDE SAND APPLICATION AND ROLLING OF SURFACE.

NOTE:

CONTRACTOR WILL HAVE BEEN ADVISED BEFOREHAND WHETHER WORK WILL CEASE AFTER STEP (B) ABOVE AND ROAD WILL BE OPENED TO TRAFFIC WITH FINAL ASPHALTIC CONCRETE SURFACE COURSE TO BE APPLIED AT A LATER DATE, OR TO CONTINUE AND COMPLETE WORK AS FURTHER STATED, UNDER (C) AND/OR (D) BELOW.

- C. IF NECESSARY AS DETERMINED AND DIRECTED BY THE ENGINEER, THE SURFACE SHALL BE SWEEPED. TO INCLUDE SWEEPING, CLEANING, REMOVAL OF DUST, LOOSE MATERIALS, REMOVAL OF REFLECTIVE PAVEMENT MARKINGS (RPM'S) FROM THE SURFACE OF THE ROAD, ANY NECESSARY MILLED KEY CUTS FOR ROADWAY, CURBED AREA TIE-INS AND AROUND MANHOLES, WATER VALVES OR ANY OTHER APPURANANCE AS DEEMED NECESSARY BY THE ENGINEER FOLLOWED BY AN IMMEDIATE APPLICATION OF TACK COAT (BITUMINOUS MATERIAL) OF EITHER EMULSIFIED ASPHALT AEP OR TYPE RS-2 (EMULSIFIED ASPHALT) SHALL BE APPLIED. THE PRICE OFFERED UNDER ITEM NUMBERS 4, 5, 13 AND 14 TO INCLUDE SWEEPING AND CLEANING, IF DIRECTED.
- D. APPLICATION OF AN ASPHALTIC CONCRETE SURFACE SHALL BE EITHER S-1, S-3, FC-2, FC-3, FC-5, FC-6 OR THE BROWARD COUNTY MIX AS ORDERED AND DIRECTED. THE ASPHALT MIX SHALL CONTAIN AC-20 WITH 6% - 7% LIQUID ASPHALT. THE FINAL SURFACE SHALL BE IMMEDIATELY COMPACTED BY ROLLING. PRICE INCLUDES APPLICATION AND ROLLING. COMPACTED THICKNESS OF SURFACE COURSE SHALL BE AS DIRECTED.

ATTACHMENT "A"
(CONTINUED)

SPECIFICATIONS AND REQUIREMENTS

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS, HIGHWAYS

1. SPECIFICATIONS AND REQUIREMENTS: (CONTINUED)

E. BROWARD COUNTY ASPHALT CONCRETE MIX:

<u>SIEVE</u>	<u>SPECIFICATIONS</u>
3/8	95.7 +/- 5%-6%
#4	47.4 +/- 5%
#10	28.4 +/- 5%
#40	19.1 +/- 4%
#80	7.4 +/- 3%
#100	2.0 +/- 2%

- F. THE ADDITION OF MILLED MATERIAL SHOULD NOT EXCEED 10% OF THE TOTAL AGGREGATE WEIGHT PER TON.
- G. THE PRICE ADJUSTMENT FOR THE ASPHALT AND PRIME INDEX SHALL BE INCLUDED IN EACH PROJECT BILLING INVOICE.
- H. A JOB MIX FORMULA SHOULD BE SUBMITTED, AT TIME OF BIDDING FOR EACH TYPE OF ASPHALT MIX, BY A CERTIFIED QUALITY CONTROL PERSON OR TESTING LABORATORY.
- I. THE CONTRACTOR MUST BE FAMILIAR WITH THE F.D.O.T. SPECIFICATIONS HANDBOOK REGARDING PAVING OPERATIONS. ALL SPECIFICATIONS REGARDING ASPHALT CONCRETE PAVING OPERATIONS WILL BE ENFORCED BY THE COUNTY'S REPRESENTATIVE AT THE JOBSITE.
- J. THE CONTRACTOR MUST SUPPLY ENOUGH TRUCKS TO THE JOB TO ASSURE AN UNINTERRUPTED SUPPLY OF ASPHALT TO THE JOBSITE THUS RESULTING IN A CONTINUOUS PAVING OPERATION. TIME SPACING INTERVAL BETWEEN ARRIVING ASPHALT SUPPLY TRUCKS WILL NOT EXCEED 15 MINUTES.
- K. CONTRACTOR IS REQUIRED TO HAVE STATE CERTIFIED LABORATORY TECHNICIAN (QUALITY CONTROL) REPRESENTATIVE IN THE LABORATORY AS SPECIFIED BY F.D.O.T. SPECIFICATIONS.
- L. CONTRACTOR IS REQUIRED TO HAVE STATE CERTIFIED ASPHALT PAVING TECHNICIAN ON THE JOBSITE DURING PAVING OPERATIONS AS SPECIFIED BY F.D.O.T. SPECIFICATIONS.
- M. CONTRACTOR SHALL FURNISH A FULL PAVING CREW (A MINIMUM OF EIGHT (8) PEOPLE IN ADDITION TO THE FOREMAN AND THE TACK TRUCK DRIVER) SO AS TO ASSURE A STEADY PAVING OPERATION WITH AT LEAST 60% OF THE CREW HAVING A MINIMUM OF TWO (2) YEARS OF ASPHALT PAVING EXPERIENCE SO AS TO PROVIDE A KNOWLEDGEABLE FOUNDATION THUS RESULTING IN OPERATIONS AND FINISHED ASPHALT THAT ARE OF QUALITY.

1. SPECIFICATIONS AND REQUIREMENTS: (CONTINUED)

ATTACHMENT "A"
(CONTINUED)

SPECIFICATIONS AND REQUIREMENTS

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS, HIGHWAYS

- N. CONTRACTOR SHALL PROVIDE TO THE JOBSITE THE PROPER QUANTITIES OF PERSONNEL, SIGNS, CONES, FLAGS, SAFETY VESTS, ETC. SO AS TO FACILITATE THE PROPER MAINTENANCE OF TRAFFIC (M.O.T.) FOR THE WORKSITE THUS ASSURING THE SAFETY OF BOTH THE WORKERS AND PUBLIC.
- O. WHENEVER MILLING OPERATIONS ARE BEING PERFORMED, CONTRACTOR IS REQUIRED TO REPAVE ALL EXPOSED MILLED AREAS BEFORE THE END OF THE SAME DAY'S PAVING OPERATIONS.
- P. ALL WORK PERFORMED WITHIN COUNTY JURISDICTION RIGHT-OF-WAY MUST BE PERFORMED BY A FIRM OR CORPORATION CERTIFIED BY THE BROWARD COUNTY CENTRAL EXAMINING BOARD FOR ENGINEERED CONSTRUCTION TRADES (OR THE FLORIDA CONSTRUCTION LICENSING BOARD) FOR THE CLASS OF WORK BEING PERFORMED.
- Q. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO OBTAIN AN ANNUAL "PERMIT OF RECORD" FROM THE BROWARD COUNTY ENGINEERING DIVISION (NO FEE/NO ADDITIONAL SECURITY REQUIRED) TO COVER ALL WORK PERFORMED WITHIN COUNTY JURISDICTION RIGHTS-OF-WAY AS A RESULT OF BEING AWARDED THIS CONTRACT.
- R. ALL WORK PERFORMED WITHIN COUNTY JURISDICTION RIGHT-OF-WAY SHALL BE PERFORMED IN CONFORMANCE WITH BROWARD COUNTY ENGINEERING DIVISION "MINIMUM STANDARDS APPLICABLE TO PUBLIC RIGHTS-OF-WAY UNDER BROWARD COUNTY JURISDICTION" LATEST ADDITION.

THE APPLICATION, SPREADING AND COMPACTING OF THE VARIOUS MATERIALS, THE TYPE OF SPREADERS WITH ELECTRONIC GRADE/SLOPE CONTROL AND ROLLERS USED, THE NUMBER OF PASSES, ETC. SHALL ALL BE PERFORMED IN COMPLIANCE WITH THE FLORIDA D.O.T. STANDARD SPECIFICATIONS CITED ABOVE.

FOR ANY PROJECT CALLING FOR THE APPLICATION OF ASPHALTIC CONCRETE THERE IS A GUARANTEED MINIMUM PAYMENT OF THIRTY-FIVE (35) TONS OF ASPHALTIC CONCRETE.

ATTACHMENT "A"
(CONTINUED)

SPECIFICATIONS AND REQUIREMENTS

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS, HIGHWAYS

2. TIME FOR STARTING AND COMPLETING WORK:

THE APPLICATION OF A PRIME COAT ON A PROJECT MUST BE STARTED WITHIN TWENTY-FOUR (24) HOURS AFTER NOTICE FROM THE ENGINEER OR AUTHORIZED REPRESENTATIVE OF THE COUNTY. THE APPLICATION OF AN ASPHALTIC CONCRETE SURFACE MUST BE STARTED WITHIN SEVENTY-TWO (72) HOURS AFTER NOTICE FROM THE ENGINEER OR AUTHORIZED REPRESENTATIVE OF THE COUNTY. THE TIME ALLOWED FOR COMPLETION OF ANY PROJECT SHALL BE DETERMINED AND MUTUALLY AGREED UPON BETWEEN THE CONTRACTOR AND THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK ON THE PROJECT, AND WILL BE SPECIFIED ON THE PURCHASE ORDER. THE CONTRACTOR IS REQUIRED TO WORK THE SAME HOURS AS THE NORMAL WORKING HOURS FOR THE COUNTY DIVISION USING THIS CONTRACT. IN THE CASE OF THE PRIMARY USER OF THIS CONTRACT, BROWARD COUNTY STREETS AND HIGHWAYS DIVISION, THE HOURS ARE MONDAY-THURSDAY FROM 7:00 AM TO 5:00 PM. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO BE READY TO START WORK AT 7:00 AM SHARP.

3. PRICE ADJUSTMENT:

THE BID UNIT PRICE FOR BITUMINOUS MATERIAL WILL BE ADJUSTED TO REFLECT CHANGES, BOTH INCREASE AND DECREASE, IN THE ASPHALT INDEX PRICE OF BITUMINOUS MATERIAL FROM THAT IN EFFECT DURING THE MONTH IN WHICH BIDS WERE RECEIVED FOR THIS CONTRACT. THE CONTRACTOR SHALL NOT HAVE THE OPTION TO REJECT THIS COST ADJUSTMENT OF BITUMINOUS MATERIALS. THE ADJUSTMENT WILL BE MADE IN ACCORDANCE WITH THE FOLLOWING CRITERIA:

- A. PRICE ADJUSTMENTS WILL APPLY ONLY TO THE PRICE OF BITUMINOUS MATERIALS F.O.B. MANUFACTURER'S ASPHALT TERMINAL AND WILL NOT REFLECT VARIATIONS IN THE COST OF TRANSPORTATION FROM THE TERMINAL TO THE JOB SITE.
- B. PRICE ADJUSTMENTS WILL BE MADE FOR ALL BITUMINOUS MATERIAL INCORPORATED INTO ASPHALT PAVEMENT WHETHER PAID FOR UNDER A SEPARATE BID ITEM SUCH AS ITEM NO. 1 OR UNDER OTHER ITEMS WHICH INCLUDE THE COST OF BITUMINOUS MATERIAL.
- C. PRICE ADJUSTMENTS WILL BE PAID ON A MONTHLY BASIS WITH PAYMENT BEING BASED ON THE INCREASED QUANTITIES SHOWN ON THE PREVIOUS ESTIMATE. ALL MONTHLY PAYMENTS WILL BE SUBJECT TO CORRECTION ON THE FINAL ESTIMATE.
- D. PRICE ADJUSTMENTS MADE FOR BITUMINOUS MATERIAL USED AFTER THE EXPIRATION OF THE ALLOWABLE CONTRACT TIME (INCLUDING ANY ITEM EXTENSIONS) WILL BE LIMITED TO THE INCREASES AND DECREASES DICTATED BY THE INDEX IN EFFECT ON THE LAST ALLOWABLE CONTRACT DAY.

ATTACHMENT "A"
(CONTINUED)

SPECIFICATIONS AND REQUIREMENTS

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS, HIGHWAYS

3. PRICE ADJUSTMENT: (CONTINUED)

- E. THE ADJUSTED UNIT PRICE SHALL BE CALCULATED FOR THE MONTH DURING WHICH THE MATERIAL WAS INCORPORATED INTO THE PROJECT IN ACCORDANCE WITH THE FOLLOWING FORMULA:

$PA = PB + (ID - 1.10 \text{ LB.})$ DURING A PERIOD OF INCREASING PRICES.

$PA = PB + (ID - 0.90 \text{ LB})$ DURING A PERIOD OF DECREASING PRICES.

PA = ADJUSTED UNIT PRICE FOR BITUMINOUS MATERIAL. (TO BE CALCULATED SEPARATELY FOR EACH MONTH DURING WHICH BITUMINOUS MATERIAL IS USED AND WILL REFLECT AN INCREASED OR DECREASED PRICE.)

PB = BID UNIT PRICE FOR BITUMINOUS MATERIAL.

ID = ASPHALT PRICE INDEX DURING THE MONTH IN WHICH THE MATERIAL IS INCORPORATED INTO THE PROJECT.

IB = ASPHALT PRICE INDEX DURING THE MONTH IN WHICH BIDS WERE RECEIVED FOR THIS CONTRACT.

- F. THE FLORIDA D.O.T. WILL DETERMINE THE ASPHALT PRICE INDEX FOR EACH MONTH. THE INDEX SHALL BE DETERMINED BY AVERAGING QUOTATIONS IN EFFECT ON THE FIRST DAY OF THE MONTH AT ALL TERMINALS WHICH COULD REASONABLY BE EXPECTED TO FURNISH BITUMINOUS MATERIAL TO PROJECTS IN THE STATE OF FLORIDA.
- G. A PRICE ADJUSTMENT WILL BE MADE ONLY WHEN THE CURRENT ASPHALT PRICE INDEX VARIES BY MORE THAN 10% FROM THE INDEX THAT WAS APPLICABLE WHEN BIDS WERE RECEIVED.
- H. IF THE ADJUSTED UNIT PRICE FOR ANY BITUMINOUS MATERIAL ITEMS EXCEEDS THE BID UNIT PRICE FOR THAT ITEM IN EXCESS OF 50 PERCENT OF THE ASPHALT PRICE INDEX FOR THE MONTH DURING WHICH BIDS WERE RECEIVED, THE COUNTY RESERVES THE RIGHT TO REDUCE THE QUANTITY OF THAT ITEM OR DELETE FROM THE CONTRACT WORK IN WHICH THIS MATERIAL IS TO BE USED.
- I. IN CASES WHERE A REDUCED RATE OF PAYMENT FOR BITUMINOUS MATERIAL IS TO BE APPLIED DUE TO MATERIAL FAILING TO MEET THE SPECIFIED VISCOSITY REQUIREMENTS, THE REDUCTION FACTOR SHALL BE APPLIED TO THE APPLICABLE ADJUSTED UNIT PRICE IN LIEU OF THE ORIGINAL CONTRACT UNIT PRICE.
- J. THE DOLLAR VALUE PAID FOR ADJUSTMENTS WILL BE INCLUDED IN THE FINAL CONTRACT AMOUNT WHICH ACCRUED CONTRACT TIME IS CALCULATED.
- K. THE DOLLAR VALUE PAID FOR ADJUSTMENTS WILL NOT BE INCLUDED IN THE CONTRACT AMOUNT FROM WHICH TIME IS CALCULATED.

3. PRICE ADJUSTMENT: (CONTINUED)

ATTACHMENT "A"
(CONTINUED)

SPECIFICATIONS AND REQUIREMENTS

FURNISH ASPHALTIC CONCRETE SURFACE COURSES ON STREETS, HIGHWAYS

- L. NO ADJUSTMENT WILL BE ALLOWED FOR THE QUANTITY OF ANY ITEM WHICH IS LEFT IN PLACE AT NO PAY.
- M. NO ADJUSTMENT WILL BE ALLOWED FOR THE VOLUME OF WATER USED TO DILUTE EMULSIFIED ASPHALT IN THE PROPORTIONS ESTABLISHED BY THE CONTRACTOR SPECIFICATIONS FOR USE ON THE JOB.

THE ABOVE PROVISIONS ARE APPLICABLE TO A RECYCLING AGENT IF USED IN A HOT BITUMINOUS MATERIAL IN LIEU OF ASPHALT CEMENT. IN THIS CASE THE ASPHALT PRICE INDEX FOR ASPHALT CEMENTS (AC-20/AC-30) SHALL APPLY TO ASPHALT RECYCLING AGENTS AND THE ASPHALT PRICE INDEX FOR EMULSIFIED ASPHALT (RS-2) SHALL APPLY TO EMULSIFIED RECYCLING AGENTS.

THE ASPHALT PRICE INDEX WILL BE AVAILABLE FROM THE D.O.T. CONTRACTS OFFICE AFTER THE 15TH OF EACH MONTH.

4. **PROXIMITY OF COUNTY PROJECTS:**

BIDDERS SHOULD SET FORTH IN THEIR PROPOSAL THE LOCATION OF THEIR BASE OF OPERATIONS FROM WHICH MATERIALS, EQUIPMENT, AND PERSONNEL WILL BE DISPATCHED FOR SERVING BROWARD COUNTY PROJECTS.

5. **FAILURE TO PERFORM AND CANCELLATION OF CONTRACT:**

IN THE EVENT THAT DELIVERY BY THE CONTRACTOR IS DELAYED DUE TO CAUSES BEYOND HIS CONTROL SUCH AS ACTS OF THE GOVERNMENT, STRIKES, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, ETC. THE CONTRACTOR SHALL NOTIFY THE DIRECTOR OF THE ORDERING DIVISION IN WRITING OF THE CAUSE OF DELAY AND AN ESTIMATE OF THE TIME OF DELAY, AND IF ACCEPTED BY THE DIVISION A REASONABLE TIME EXTENSION WILL BE AUTHORIZED BY THE COUNTY.

SHOULD SUCH DELAY INCONVENIENCE THE BOARD BY CREATING AN EMERGENCY AND THUS NECESSITATING THE PURCHASE ELSEWHERE OF THE REQUIRED SERVICES, THE COUNTY SHALL HAVE THE RIGHT TO EFFECT SUCH PURCHASES IN THE OPEN MARKET WITHOUT LIABILITY TO THE CONTRACTOR. TO THE EXTENT SUCH PURCHASES ARE MADE THE CONTRACTOR WILL BE RELIEVED OF THE NECESSITY OF FURNISHING SUCH REQUIREMENTS.

FAILURE OF THE CONTRACTOR TO GIVE PROMPT AND EFFICIENT SHIPMENT OR FAILURE TO FURNISH MATERIALS WHICH MEET THE SPECIFICATIONS HEREIN SHALL BE CAUSE FOR CANCELLATION OF THE CONTRACT AND THE COUNTY RESERVES THE RIGHT TO EXERCISE ALL LEGAL REMEDIES.

ATTACHMENT "B"

BID GUARANTY FORM
IRREVOCABLE LETTER OF CREDIT

DATE OF ISSUE _____

ISSUING BANK'S NO. _____

BENEFICIARY:

BROWARD COUNTY THROUGH ITS
BROWARD COUNTY BOARD OF
COUNTY COMMISSIONERS
COUNTY ADMINISTRATOR
GOVERNMENTAL CENTER
115 SOUTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA 33301

APPLICANT:

AMOUNT: _____
(IN UNITED STATES FUNDS)

EXPIRY: _____
(DATE) _____
BID/CONTRACT NUMBER _____

WE HEREBY AUTHORIZE YOU TO DRAW ON _____
(BANK, ISSUER NAME)

AT _____
(BRANCH ADDRESS)

BY ORDER OF AND FOR THE ACCOUNT OF _____
(CONTRACTOR, APPLICANT, CUSTOMER)

UP TO AN AGGREGATE AMOUNT, IN UNITED STATES FUNDS, OF _____
AVAILABLE BY YOUR DRAFT AT SIGHT, ACCOMPANIED BY:

(1) A SIGNED STATEMENT FROM THE COUNTY ADMINISTRATOR OF BROWARD COUNTY, OR THE ADMINISTRATOR'S AUTHORIZED REPRESENTATIVE, THAT THE DRAWING IS DUE TO DEFAULT IN PERFORMANCE OF CERTAIN OBLIGATIONS ON THE PART OF _____

AGREED UPON BY AND BETWEEN _____ BROWARD COUNTY AND
(CONTRACTOR, APPLICANT, CUSTOMER)

_____ PURSUANT TO THE
(CONTRACTOR, APPLICANT, CUSTOMER)

BID/CONTRACT No. _____ FOR _____
(NAME OF PROJECT)

DRAFTS MUST BE DRAWN AND NEGOTIATED NOT LATER THAN _____
(EXPIRATION DATE)

DRAFTS MUST BEAR THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT No. _____
(NUMBER)

OF _____, DATED _____
(BANK NAME)

ATTACHMENT "B"
(CONTINUED)

THIS LETTER OF CREDIT SHALL BE RENEWED FOR SUCCESSIVE PERIODS OF ONE (1) YEAR EACH UNLESS WE PROVIDE THE BROWARD COUNTY ADMINISTRATOR WITH WRITTEN NOTICE OF OUR INTENT TO TERMINATE THE CREDIT HEREIN EXTENDED, WHICH NOTICE MUST BE PROVIDED AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE OF THE ORIGINAL TERM HEREOF OR ANY RENEWED ONE (1) YEAR TERM. NOTIFICATION TO BROWARD COUNTY THAT THIS LETTER OF CREDIT WILL EXPIRE PRIOR TO PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS WILL BE DEEMED A DEFAULT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, OR AMPLIFIED BY REFERENCE TO ANY DOCUMENTS, INSTRUMENT, OR AGREEMENT REFERRED TO HEREIN OR TO WHICH THIS LETTER OF CREDIT IS REFERRED OR THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT, OR AGREEMENT.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

THE EXECUTION OF THE CONTRACT AND THE SUBMISSION OF THE REQUIRED PERFORMANCE AND PAYMENT GUARANTY AND INSURANCE

CERTIFICATE BY THE _____
(CONTRACTOR, APPLICANT, CUSTOMER)

_____ SHALL BE RELEASED OF OBLIGATIONS.

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS," INTERNATIONAL CHAMBER OF COMMERCE (1984 REVISION), PUBLICATION No. 400 AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL.

AUTHORIZED SIGNATURE

ATTACHMENT "C"

FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____ AS SURETY, ARE BOUND TO THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, AS OBLIGEE, HEREINAFTER CALLED COUNTY, IN THE AMOUNT OF _____ DOLLARS (\$ _____) FOR THE PAYMENT WHEREOF CONTRACTOR AND SURETY BIND THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY.

WHEREAS, CONTRACTOR HAS BY WRITTEN AGREEMENT ENTERED INTO A CONTRACT DATED THE ____ DAY OF _____, 2001, WITH COUNTY FOR _____, WHICH CONTRACT IS BY REFERENCE MADE A PART HEREOF, AND IS HEREINAFTER REFERRED TO AS THE CONTRACT.

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

1. PERFORMS THE CONTRACT BETWEEN THE CONTRACTOR AND THE COUNTY FOR CONSTRUCTION OF _____, THE CONTRACT BEING MADE A PART OF THIS BOND BY REFERENCE, AT THE TIMES AND IN THE MANNER PRESCRIBED IN THE CONTRACT; AND
2. PROMPTLY MAKES PAYMENTS TO ALL CLAIMANTS, AS DEFINED IN SECTION 255.05 (1), FLORIDA STATUTES, SUPPLYING CONTRACTOR WITH LABOR, MATERIALS, OR SUPPLIES, USED DIRECTLY OR INDIRECTLY BY CONTRACTOR IN THE PROSECUTION OF THE WORK PROVIDED FOR IN THE CONTRACT; AND
3. PAYS COUNTY ALL LOSSES, DAMAGES, EXPENSES, COSTS AND ATTORNEYS FEES INCLUDING APPELLATE PROCEEDINGS, THAT COUNTY SUSTAINED
4. PERFORMS THE GUARANTEE OF ALL WORK AND MATERIALS FURNISHED UNDER THE CONTRACT FOR THE TIME SPECIFIED IN THE CONTRACT, THEN THIS BOND IS VOID; OTHERWISE IT REMAINS IN FULL FORCE.

THE SURETY HEREBY WAIVES NOTICE OF AND AGREES THAT ANY CHANGES IN OR UNDER THE CONTRACT DOCUMENTS AND COMPLIANCE OR NONCOMPLIANCE WITH ANY FORMALITIES CONNECTED WITH THE CONTRACT OR THE CHANGES DOES NOT AFFECT SURETY'S OBLIGATION UNDER THIS BOND.

WHENEVER CONTRACTOR SHALL BE, AND DECLARED BY COUNTY TO BE, IN DEFAULT UNDER THE CONTRACT, THE COUNTY HAVING PERFORMED COUNTY'S OBLIGATION THEREUNDER, THE SURETY MAY PROMPTLY REMEDY THE DEFAULT, OR SHALL PROMPTLY

- (1) COMPLETE THE CONTRACT IN ACCORDANCE WITH ITS TERMS AND CONDITIONS; OR
- (2) OBTAIN A BID OR BIDS FOR COMPLETING THE CONTRACT IN ACCORDANCE WITH ITS TERMS AND CONDITIONS, AND UPON DETERMINATION BY SURETY OF THE LOWEST RESPONSIBLE BIDDER, OR, IF THE COUNTY ELECTS, UPON DETERMINATION BY THE COUNTY AND SURETY JOINTLY OF THE LOWEST RESPONSIBLE BIDDER, ARRANGE FOR A CONTRACT BETWEEN SUCH BIDDER AND COUNTY, AND MAKE AVAILABLE AS WORK PROGRESSES (EVEN THOUGH THERE SHOULD BE A DEFAULT OR A SUCCESSION OF DEFAULTS UNDER THE CONTRACT OR CONTRACTS OF COMPLETION ARRANGED UNDER THIS PARAGRAPH) SUFFICIENT FUNDS TO PAY THE COST OF COMPLETION LESS THE BALANCE OF THE CONTRACT PRICE; BUT NOT EXCEEDING, INCLUDING OTHER COSTS AND DAMAGES FOR WHICH THE SURETY MAY BE LIABLE HEREUNDER, THE AMOUNT SET FORTH IN THE FIRST PARAGRAPH HEREOF. THE TERM "BALANCE OF THE CONTRACT PRICE," AS USED IN THIS PARAGRAPH, SHALL MEAN THE TOTAL AMOUNT PAYABLE BY COUNTY TO CONTRACTOR UNDER THE CONTRACT AND ANY AMENDMENTS THERETO, LESS THE AMOUNT PROPERLY PAID BY COUNTY TO CONTRACTOR.

ATTACHMENT "C"
(CONTINUED)

FORM OF PERFORMANCE AND PAYMENT BOND

NO RIGHT ACTION SHALL ACCRUE ON THIS BOND TO OR FOR THE USE OF ANY PERSON OR CORPORATION OTHER THAN THE COUNTY NAMED HEREIN AND THOSE PERSONS OR CORPORATIONS PROVIDED FOR BY SECTION 255.05, FLORIDA STATUTES, OR THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR SUCCESSORS.

ANY ACTION UNDER THIS BOND MUST BE INSTITUTED IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATIONS PROVISIONS PRESCRIBED IN SECTION 255.05(2), FLORIDA STATUTES.

SIGNED AND SEALED THIS _____ DAY OF _____, A. D., 2001.

WITNESSES:

(NAME OF CORPORATION)

SECRETARY

BY: _____

(SIGNATURE AND TITLE)

BY: _____

(TYPE NAME AND TITLE SIGNED ABOVE)

(CORPORATE SEAL)

IN THE PRESENCE OF:

INSURANCE COMPANY:

BY: _____

AGENT AND ATTORNEY-IN-FACT

ADDRESS: _____

(STREET)

(CITY/STATE/ZIP CODE)

TELEPHONE NO.: _____

ATTACHMENT "D"

PERFORMANCE AND PAYMENT GUARANTY FORM

IRREVOCABLE LETTER OF CREDIT

DATE OF ISSUE _____

ISSUING BANK'S No. _____

BENEFICIARY:

BROWARD COUNTY THROUGH ITS
BROWARD COUNTY BOARD OF
COUNTY COMMISSIONERS
COUNTY ADMINISTRATOR
GOVERNMENTAL CENTER
115 SOUTH ANDREW AVENUE
FORT LAUDERDALE, FLORIDA 33301

APPLICANT:

AMOUNT: _____
IN UNITED STATES FUND

EXPIRY: _____
(DATE)

BID/CONTRACT NUMBER _____

WE HEREBY AUTHORIZE YOU TO DRAW ON _____
(BANK, ISSUER NAME)

AT _____
(BRANCH ADDRESS)

BY ORDER OF AND FOR THE ACCOUNT OF _____
(CONTRACTOR, APPLICANT, CUSTOMER)

UP TO AN AGGREGATE AMOUNT, IN UNITED STATES FUNDS, OF _____
AVAILABLE BY YOUR DRAFT AT SIGHT, ACCOMPANIED BY:

(1) A SIGNED STATEMENT FROM THE COUNTY ADMINISTRATOR OF BROWARD COUNTY, OR THE ADMINISTRATOR'S AUTHORIZED REPRESENTATIVE, THAT THE DRAWING IS DUE TO DEFAULT IN PERFORMANCE OF CERTAIN OBLIGATIONS ON THE PART OF _____ AGREED UPON BY AND BETWEEN BROWARD COUNTY AND _____
(CONTRACTOR, APPLICANT, CUSTOMER)
AGREED UPON BY AND BETWEEN BROWARD COUNTY AND _____
(CONTRACTOR, APPLICANT, CUSTOMER)

PURSUANT TO THE BID/CONTRACT No. _____ FOR _____
(NAME OF PROJECT)

AND SECTION 255.05, FLORIDA STATUTES.

DRAFTS MUST BE DRAWN AND NEGOTIATED NOT LATER THAN _____
(EXPIRATION DATE)

DRAFTS MUST BEAR THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT No. _____"
(NUMBER)

OF _____, DATED _____
(BANK NAME)

THIS LETTER OF CREDIT SHALL BE RENEWED FOR SUCCESSIVE PERIODS OF ONE (1) YEAR EACH UNLESS WE PROVIDE THE BROWARD COUNTY ADMINISTRATOR WITH WRITTEN NOTICE OF OUR INTENT TO TERMINATE THE CREDIT HEREIN EXTENDED, WHICH NOTICE MUST BE PROVIDED AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE OF THE ORIGINAL TERM HEREOF OR ANY RENEWED (1) YEAR TERM. NOTIFICATION TO BROWARD COUNTY THAT THIS LETTER OF CREDIT WILL EXPIRE PRIOR TO PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS WILL BE DEEMED A DEFAULT.

ATTACHMENT "D"

(CONTINUED)

PERFORMANCE AND PAYMENT GUARANTY FORM

IRREVOCABLE LETTER OF CREDIT

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, OR AMPLIFIED BY REFERENCE TO ANY DOCUMENTS, INSTRUMENT, OR AGREEMENT REFERRED TO HEREIN OR TO WHICH THIS LETTER OF CREDIT IS REFERRED OR THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT, OR AGREEMENT.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

OBLIGATIONS UNDER THIS LETTER OF CREDIT SHALL BE RELEASED ONE (1) YEAR AFTER THE FINAL COMPLETION OF THE PROJECT BY THE

(CONTRACTOR, APPLICANT, CUSTOMER)

AND FINAL ACCEPTANCE BY BROWARD COUNTY.

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS," INTERNATIONAL CHAMBER OF COMMERCE (1984 REVISION), PUBLICATION NO. 400 AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL.

AUTHORIZED SIGNATURE

ATTACHMENT "E"

**FORM OF CERTIFICATE AND AFFIDAVIT
FOR BONDS UNDER \$500,000.00**

TO: BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY
 RE: BID NUMBER _____
 BIDDER NAME _____
 ADDRESS _____
 PHONE _____
 AMOUNT OF BOND _____
 SURETY BOND:
 COMPANY _____
 NAME _____
 ADDRESS _____
 PHONE _____

THIS IS TO CERTIFY THAT, IN ACCORDANCE WITH CHAPTER 85-104, LAWS OF FLORIDA (HB1266), THE INSURER NAMED ABOVE:

HOLDS A CERTIFICATE OF AUTHORITY AUTHORIZING IT TO WRITE SURETY BONDS IN FLORIDA.

HAS TWICE THE MINIMUM SURPLUS AND CAPITAL REQUIRED BY THE FLORIDA INSURANCE CODE.

HOLDS A CURRENTLY VALID CERTIFICATE OF AUTHORITY ISSUED BY THE UNITED STATES DEPARTMENT OF TREASURY UNDER SECTION 9304 TO 9308 OF TITLE 31 OF THE UNITED STATES CODE.

DATE SIGNED AGENT AND ATTORNEY-IN-FACT

AFFIDAVIT
STATE OF FLORIDA
COUNTY OF } SS

BEFORE ME THIS DAY PERSONALLY APPEARED _____, CHIEF FINANCIAL OFFICER OF _____, WHO, BEING DULY SWORN, EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO AND BEFORE ME THE TRUTHFULNESS AND ACCURACY OF THE STATEMENTS IN THE FOREGOING INSTRUMENT.

SIGNATURE OF PERSON MAKING AFFIDAVIT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2001.

NOTARY PUBLIC, STATE, STATE OF FLORIDA
MY COMMISSION EXPIRES:

ATTACHMENT "G"

00124. LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT No. _____

TO _____
(NAME OF PRIME OR GENERAL BUILDER)

THE UNDERSIGNED INTENDS TO PERFORM WORK IN CONNECTION WITH THE ABOVE CONTRACT AS (CHECK ONE):

- AN INDIVIDUAL A CORPORATION
- A PARTNERSHIP A JOINT VENTURE

THE MINORITY STATUS OF THE UNDERSIGNED IS CONFIRMED (A) ON THE RECORDS OF THE PURCHASING DIVISION, BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY; OR (B) ON THE ATTACHED SMALL DISADVANTAGED BUSINESS ENTERPRISE IDENTIFICATION AFFIDAVIT.

THE UNDERSIGNED IS PREPARED TO PERFORM THE FOLLOWING DESCRIBED WORK IN CONNECTION WITH THE ABOVE CONTRACT,

(SPECIFY IN DETAIL PARTICULAR WORK ITEMS OR PARTS THEREOF TO BE PERFORMED.)

AT THE FOLLOWING PRICE:

YOU HAVE PROJECTED THE FOLLOWING COMMENCEMENT DATE FOR SUCH WORK, AND THE UNDERSIGNED IS PROJECTING COMPLETION OF SUCH WORK AS FOLLOWS:

<u>ITEMS</u>	<u>PROJECTED COMMENCEMENT DATE</u>	<u>PROJECTED COMPLETION DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ PERCENT OF THE DOLLAR VALUE OF THE SUBCONTRACT WILL BE SUBLET AND/OR AWARDED TO MINORITY CONTRACTORS AND/OR MINORITY SUPPLIERS. THE UNDERSIGNED WILL END INTO A FORMAL AGREEMENT FOR THE ABOVE WORK WITH YOU CONDITIONED UPON YOUR EXECUTION OF A CONTRACT WITH THE BOARD OF COUNTY COMMISSIONERS.

BY _____

FORM #103-25/A0514
GCF#170-39
11/22/85

ATTACHMENT "H"

DRUG FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT IT WILL PROVIDE A DRUG-FREE WORKPLACE PROGRAM BY:

- (1) PUBLISHING A STATEMENT NOTIFYING ITS EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSING, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE IS PROHIBITED IN THE OFFEROR'S WORKPLACE, AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION;
- (2) ESTABLISHING A CONTINUING DRUG-FREE AWARENESS PROGRAM TO INFORM ITS EMPLOYEES ABOUT:
 - (i) THE DANGERS OF DRUG ABUSE IN THE WORKPLACE;
 - (ii) THE OFFEROR'S POLICY OF MAINTAINING A DRUG-FREE WORKPLACE;
 - (iii) ANY AVAILABLE DRUG COUNSELING, REHABILITATION, AND EMPLOYEE ASSISTANCE PROGRAMS; AND
 - (iv) THE PENALTIES THAT MAY BE IMPOSED UPON EMPLOYEES FOR DRUG ABUSE VIOLATIONS OCCURRING IN THE WORKPLACE;
- (3) GIVING ALL EMPLOYEES ENGAGED IN PERFORMANCE OF THE CONTRACT A COPY OF THE STATEMENT REQUIRED BY SUBPARAGRAPH (1);
- (4) NOTIFYING ALL EMPLOYEES, IN WRITING, OF THE STATEMENT REQUIRED BY SUBPARAGRAPH (1), THAT AS A CONDITION OF EMPLOYMENT ON A COVERED CONTRACT, THE EMPLOYEE SHALL:
 - (i) ABIDE BY THE TERMS OF THE STATEMENT; AND
 - (ii) NOTIFY THE EMPLOYER IN WRITING OF THE EMPLOYEE'S CONVICTION OF, OR PLEA OF GUILTY OR NOLO CONTENDERE TO, ANY VIOLATION OF CHAPTER 893 OR OF ANY CONTROLLED SUBSTANCE LAW OF THE UNITED STATES OR OF ANY STATE, FOR A VIOLATION OCCURRING IN THE WORKPLACE NO LATER THAN FIVE DAYS AFTER SUCH CONVICTION.
- (5) NOTIFYING BROWARD COUNTY GOVERNMENT IN WRITING WITHIN 10 CALENDAR DAYS AFTER RECEIVING NOTICE UNDER SUBDIVISION (4) (ii) ABOVE, FROM AN EMPLOYEE OR OTHERWISE RECEIVING ACTUAL NOTICE OF SUCH CONVICTION. THE NOTICE SHALL INCLUDE THE POSITION TITLE OF THE EMPLOYEE;
- (6) WITHIN 30 CALENDAR DAYS AFTER RECEIVING NOTICE UNDER SUBPARAGRAPH (4) OF A CONVICTION, TAKING ONE OF THE FOLLOWING ACTIONS WITH RESPECT TO AN EMPLOYEE WHO IS CONVICTED OF A DRUG ABUSE VIOLATION OCCURRING IN THE WORKPLACE:
 - (i) TAKING APPROPRIATE PERSONNEL ACTION AGAINST SUCH EMPLOYEE, UP TO AND INCLUDING TERMINATION; OR
 - (ii) REQUIRING SUCH EMPLOYEE TO PARTICIPATE SATISFACTORILY IN A DRUG ABUSE ASSISTANCE OR REHABILITATION PROGRAM APPROVED FOR SUCH PURPOSES BY A FEDERAL, STATE, OR LOCAL HEALTH, LAW ENFORCEMENT, OR OTHER APPROPRIATE AGENCY; AND
- (7) MAKING A GOOD FAITH EFFORT TO MAINTAIN A DRUG-FREE WORKPLACE PROGRAM THROUGH IMPLEMENTATION OF SUBPARAGRAPHS (1) THROUGH (6).

(VENDOR SIGNATURE)

(PRINT VENDOR NAME)

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2001,

BY _____
(NAME OF PERSON WHO'S SIGNATURE IS BEING NOTARIZED)

AS _____ OF _____
(TITLE) (NAME OF CORPORATION/COMPANY),

KNOWN TO ME TO BE THE PERSON DESCRIBED HEREIN, OR WHO PRODUCED _____
(TYPE OF IDENTIFICATION)

AS IDENTIFICATION, AND WHO DID/DID NOT TAKE AN OATH.

NOTARY PUBLIC:

(SIGNATURE)

(PRINT NAME)

MY COMMISSION EXPIRES: _____

ATTACHMENT "1"

CERTIFICATION OF VENDORS PROVIDING BENEFITS FOR DOMESTIC PARTNERS

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT ITS EMPLOYEE BENEFITS POLICIES ARE IN COMPLIANCE WITH BROWARD COUNTY ORDINANCE #1999-03, AS AMENDED BY BROWARD COUNTY ORDINANCE #1999-18, AS FOLLOWS:

- A. VENDOR'S EMPLOYEE BENEFITS PROGRAM INCLUDES THE FOLLOWING MINIMUM STANDARDS:
 - 1. ANY VENDOR'S EMPLOYEE WHO IS A PARTY TO A DOMESTIC PARTNERSHIP RELATIONSHIP IS ENTITLED TO ELECT INSURANCE COVERAGE FOR HIS OR HER DOMESTIC PARTNER OR A DEPENDENT OF SUCH DOMESTIC PARTNER ON THE SAME BASIS IN WHICH ANY OTHER VENDOR'S EMPLOYEE MAY ELECT INSURANCE COVERAGE FOR HIS OR HER SPOUSE OR DEPENDENTS. A VENDOR'S EMPLOYEE'S RIGHT TO ELECT INSURANCE COVERAGE FOR HIS OR HER DOMESTIC PARTNER, OR THE PARTNER'S DEPENDENT, EXTENDS TO ALL FORMS OF INSURANCE PROVIDED BY THE VENDOR TO THE SPOUSES AND DEPENDENTS OF VENDOR'S EMPLOYEES.
 - 2. ANY VENDOR'S EMPLOYEE WHO IS A PARTY TO A DOMESTIC PARTNERSHIP RELATIONSHIP IS ENTITLED TO USE ALL FORMS OF LEAVE PROVIDED BY THE VENDOR INCLUDING, BUT NOT LIMITED TO SICK LEAVE AND ANNUAL LEAVE TO CARE FOR HIS OR HER DOMESTIC PARTNER OR THE DEPENDENT OF THE DOMESTIC PARTNER AS APPLICABLE.
 - 3. ALL OTHER BENEFITS AVAILABLE TO THE SPOUSES AND DEPENDENTS OF VENDOR'S EMPLOYEES ARE MADE AVAILABLE ON THE SAME BASIS TO THE DOMESTIC PARTNER, OR DEPENDENT OF SUCH DOMESTIC PARTNER, OF A VENDOR'S EMPLOYEE WHO IS PARTY TO A DOMESTIC PARTNERSHIP RELATIONSHIP.
 - 4. IT IS WITHIN THE VENDOR'S DISCRETION AS TO WHAT BENEFITS ARE PROVIDED TO ITS EMPLOYEES AND WHETHER VENDOR'S EMPLOYEES WHO ARE PARTY TO A DOMESTIC PARTNERSHIP RELATIONSHIP MUST BE REGISTERED IN ACCORDANCE WITH BROWARD COUNTY ORDINANCE NO. 1999-03, AS AMENDED, IN ORDER TO BE ELIGIBLE FOR ACCESS TO EMPLOYEE BENEFITS.
- B. THE VENDOR'S DOMESTIC PARTNERSHIP ELIGIBILITY CRITERIA ARE SUBSTANTIALLY EQUIVALENT TO THE FOLLOWING:
 - 1. EACH DOMESTIC PARTNER IS AT LEAST 18 YEARS OLD AND COMPETENT TO CONTRACT .
 - 2. NEITHER DOMESTIC PARTNER IS MARRIED NOR A PARTNER TO ANOTHER DOMESTIC PARTNERSHIP RELATIONSHIP.
 - 3. THE DOMESTIC PARTNERS ARE NOT RELATED BY BLOOD.
 - 4. CONSENT OF EITHER DOMESTIC PARTNER TO THE DOMESTIC PARTNERSHIP RELATIONSHIP HAS NOT BEEN OBTAINED BY FORCE, DURESS, OR FRAUD.
 - 5. EACH DOMESTIC PARTNER AGREES TO BE JOINTLY RESPONSIBLE FOR EACH OTHER'S BASIC FOOD AND SHELTER.

(VENDOR SIGNATURE)

(PRINT VENDOR NAME)

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, _____, BY _____ AS _____ OF _____ (NAME OF PERSON WHOSE SIGNATURE IS BEING NOTARIZED) (NAME OF CORPORATION/ENTITY) (TITLE) KNOWN TO ME TO BE THE PERSON DESCRIBED HEREIN, OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID/ DID NOT TAKE AN OATH. (TYPE OF IDENTIFICATION)

NOTARY PUBLIC:

(SIGNATURE)

(PRINT NAME)
STATE OF _____ AT LARGE (SEAL)

MY COMMISSION EXPIRES: _____

ATTACHMENT "J"

GENERAL DECISION FL010037 03/02/2001 FL37

Date: March 2, 2001

General Decision Number FL010037

Superseded General Decision No. FL000037

State: Florida

Construction Type:
HIGHWAY

County(ies):
BROWARD PALM BEACH

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; & other major bridges).

Modification Number Publication Date
0 03/02/2001

COUNTY(ies):
BROWARD PALM BEACH

SUFL3003A 08/01/1993

	Rates	Fringes
BRICKLAYER/MASON	9.50	
CARPENTERS	10.20	
CONCRETE FINISHERS	10.24	
ELECTRICIANS	14.73	
FENCE ERECTOR	7.85	
FORM SETTERS	9.40	
GRADE MEN	7.25	
LABORERS:		
Air Tool Operators	10.19	
Asphalt Rakers	7.99	
Pipelayers	9.29	
Unskilled	7.10	
IRONWORKERS:		
Reinforcing	12.53	
Structural	12.00	
PAINTERS	11.66	
POWER EQUIPMENT OPERATORS:		
Asphalt Distributor	8.22	
Asphalt Paving Machine	9.84	
Asphalt Screed	9.22	
Backhoe	10.27	
Boom Auger Operator	9.89	
Bulldozer	9.43	
Concrete Curb Machine Operator	10.31	
Concrete Joint Saw Operator	11.07	
Crane, Derrick, or Dragline	12.50	
Earthmover	9.00	
Forklift	7.75	
Front End Loader	9.26	
Gradall	10.69	
Guardrail Erector	7.10	

ATTACHMENT "J"
(CONTINUED)

Guardrail Post Driver	7.79
Mechanic	8.94
Milling Machine Grade Checker	7.39
Milling Machine Operator	8.56
Motor Grader	12.05
Mulching Machine	7.25
Oiler, Greasemen	9.29
Pavement Striping Machine	
Nozzleman	7.69
Pavement Striping Machine	8.94
Filedriers:	
Leadsman	12.00
Operator	11.50
Power Subgrade Mixer	9.46
Roller:	
Finish	8.54
Rough	7.31
Self-Prop. Rubber Tire	8.31
Scraper	8.22
Sign Erector	11.33
Small Tool Operator	7.75
Tractors, Light	7.70
Trenching Machine	9.00
Widening Spreader Machine	8.50
TRAFFIC CONTROL SPECIALIST	7.66
TRAFFIC SIGNALIZATION:	
Installers	10.37
Mechanics	13.32
TRUCK DRIVER:	
Low-Boy	8.51
Multi-Rear Axle	7.54

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

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

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

ATTACHMENT "J"
(CONTINUED)

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

4. All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

ATTACHMENT "K"

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATION HOLDER
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES
	COMPANY LETTER A
NAME AND ADDRESS OF INSURED	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY (000)		
					EACH OCCURRENCE	AGGREGATE
**	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES-OPERATIONS <input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> GARAGE			BODILY INJURY \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ 500 PERSONAL INJURY \$	500	500
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH ACCIDENT) \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ 500		
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED \$		
✓	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY			STATUTORY	\$ 100	[EACH AT]
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

- ** - CERTIFICATE MUST SHOW (ON GENERAL LIABILITY ONLY)
- ADDITIONAL INSURED: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
- CERTIFICATE MUST BE SIGNED AND ALL APPLICABLE DEDUCTIBLES SHOWN

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail **Thirty (30)** days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER
 BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
 115 South Andrews Avenue
 Ft. Lauderdale, FL 33301
 ATTN: Purchasing Division, Room 212
 RE: BID # N-1-01-002-B1 PROJECT #

DATE ISSUED: _____
 AUTHORIZED REPRESENTATIVE
 BY: Mary M. Meister
 DATE: 2-6-01

asphaltic concrete surfacing
concrete surfacing