

RESOLUTION NO. 2008 – 043

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PIGGY-BACKING ONTO AN EXISTING CONTRACT ENTERED INTO BY BROWARD COUNTY, FLORIDA WITH WEEKLEY ASPHALT PAVING, INC., AS A SECONDARY PROVIDER FOR GENERAL ROADWAY REPAIRS AND MISCELLANEOUS CONSTRUCTION SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH WEEKLEY ASPHALT PAVING, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is in the preparing to issue a procurement for Road Repair, Signage, and Maintenance Services; and

WHEREAS, in the interim, the Town desires to acquire a secondary provider for General Roadway Repairs and Miscellaneous Construction Services; and

WHEREAS, Broward County has recently issued a competitive procurement to find qualified vendors to provide General Roadway Repair and Miscellaneous Construction Services; and

WHEREAS, after careful review, Broward County entered into an Agreement with Weekley Asphalt Paving, Inc. to provide General Roadway Repair and Miscellaneous Construction Services; and

WHEREAS, the Town desires to piggy-back onto the Broward County Agreement with Weekley Asphalt Paving, Inc. to perform General Roadway Repair and Miscellaneous Construction Services.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council of the Town of Southwest Ranches hereby agrees to piggy-back onto the Agreement between Broward County and Weekley Asphalt Paving, Inc., as a secondary provider of General Roadway Repair and Miscellaneous Construction Services.

Section 3: The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 4: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 7th day of February 2008, on a motion by Vice Mayor Jeff Nelson and seconded by Council Member Don Maines.

| | |
|------------|----------|
| Fink | <u>Y</u> |
| Nelson | <u>Y</u> |
| Breitkreuz | <u>Y</u> |
| Knight | <u>Y</u> |
| Maines | <u>Y</u> |

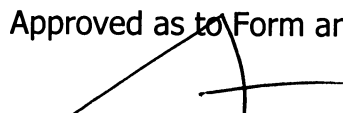
| | |
|------------|----------|
| Ayes | <u>5</u> |
| Nays | <u>0</u> |
| Absent | <u>0</u> |
| Abstaining | <u>0</u> |


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney

FTL_DB: 1094535_1

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

ADDENDUM NO. 1

GENERAL ROADWAY/MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

DATE OF ADDENDUM: March 2, 2006

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. Bid opening stays the same opening on March 21, 2006, at 2:00 PM.
2. Bid summary sheet, Page 23 of 84 has been revised and is attached.
3. Bid sheet, Page 41 of 84, has been revised and is attached.
4. Bid sheets, Page 54a, 54b, 54c, and 54d of 84 have been added and are attached.
5. Bid sheet, Page 54e of 84 has been added and is attached. These pages (Items 3, 4, & 5) **MUST** be filled out and returned with your Invitation to Bid due March 31, 2006, at 2:00 PM.
6. Specification section 02465-1 thru 12c & one drawing has been added and are attached.

This addendum **SHOULD** be acknowledged on the Bid Tender Form and/or returned with your Invitation for Bid Due Tuesday, March 21, 2006 at 2:00 P.M.

All other terms, conditions and specifications remain unchanged for Bid No. H-Z-05-376-B1.

NAME OF COMPANY: **WEEKLEY ASPHALT PAVING, INC**

AUTHORIZED SIGNATURE: _____

Note: This addendum should contain an authorized signature.

DANIEL D. WEEKLEY, PRESIDENT

SUBMIT BID TO:



Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301-1801
954-357-6065/66

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

INVITATION FOR BID

Bidder Acknowledgment

— GENERAL CONDITIONS —

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets and should be in a sealed envelope. (PLEASE INCLUDE ONE ORIGINAL SIGNED BID DOCUMENT IN BLUE INK AND ONE PHOTOCOPY OF SIGNED BID DOCUMENT PER ENVELOPE). The face of the envelope should contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** A. Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. The ink should be blue ink. All corrections made by bidder to their bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. B. No award will be made to a bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By signing and submitting this bid, bidder attests that it is not delinquent in payment of any taxes, fees, fines, contractual debts, judgments or any other debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the bidder's statement is discovered to be false, bidder will be subject to debarment and the County may terminate any contract it has with bidder. C. Bidder certifies by signing the bid that no principles or corporate officers of the firm were principles or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents. D. By signing this bid, bidder attests that any and all statements, oral, written or otherwise, made in support of this bid, are accurate, true and correct. Bidder acknowledges that inaccurate, untruthful, or incorrect statements made in support of this bid may be used by the County as a basis for rejection of this bid, rescission of the award, or termination of the contract. Bidder acknowledges that the termination of the contract because of a determination of an inaccurate, untruthful, or incorrect statement made in support of this bid may also serve as the basis for debarment of bidder pursuant to Section 21-119 of the Broward County Administrative Code.

2. **BID WITHDRAWAL:** No bidder may withdraw their bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.

(Continued on Page 2)

BIDS WILL BE OPENED 2:00 p.m. **MARCH 21, 2006**

and may not be withdrawn within 90 calendar days after such date and time

BID TITLE

GENERAL ROADWAY/MISCELLANEOUS CONST(NON-SHLTRD MKT)

BID NO. HZ05376B1

PURCHASING AGENT NAME & TELEPHONE NUMBER

ANN POTTER (954) 357-6549

DELIVERY DATE

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS

BID GUARANTY IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF \$

REASON FOR NO BID

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER

590753039002

DUN & BRADSTREET NUMBER

N/A

BIDDER NAME

WEEKLEY ASPHALT PAVING, INC

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

20701 Stirling Rd
Pembroke Pines, FL 33332

AREA CODE TELEPHONE NO.

CONTACT PERSON

(954) 680-8005

Daniel D. Weekley

FAX NO.

(954) 680-8671

BIDDERS E-MAIL ADDRESS

Weekleyasp@aol.com

*AUTHORIZED SIGNATURE (submit original in blue ink)

PRINT NAME Daniel D. Weekley TITLE Pres.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 5 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

3. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that their bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request. Bid results will be posted on the Broward County web site at: www.broward.org/purchasing/results.
4. **ADDENDA TO BID:** Broward County reserves the right to amend this Invitation For Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.
5. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
 - (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
 - (b) **F.O.B.** — as specified in Special Instructions to bidder.
 - (c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.
 - (d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
 - (e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
 - (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
 - (g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
6. **OPEN-END CONTRACT:** 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, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided 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.
7. **CONTRACT PERIOD (OPEN-END CONTRACT):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, 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 second 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 mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.
8. **FIXED CONTRACT QUANTITIES:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Contractor agrees to furnish such quantities at the same prices, terms and conditions.
9. **AWARDS:** If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the County reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director, or the Board of County Commissioners, whichever is applicable

reserves the right to waive technicalities and irregularities and to reject any or all bids.

10. **PAYMENT:** Payment will be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.

11. **DELIVERY:** Delivery time shall be computed in calendar days from the issuance date of purchase order. Although, actual requested date or number of calendar days for delivery may be specified, state number of calendar days required to make delivery and installation after issuance of purchase order or request for services in space provided. Unless otherwise stipulated in the Contract, delivery shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and at other time by special arrangements. However goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Division shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than next succeeding business day. Delivery time may be considered in determining award.

12. **TERMINATION:**

- (a) **AVAILABILITY OF FUNDS:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this Contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes. 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. In the event funds for this project/purchase are not made available or otherwise allocated Broward County may terminate this contract upon thirty (30) days prior written notice to the contractor.
- (b) **NON PERFORMANCE:** The Contract may be terminated for cause by the Awarding Authority for the County or by Bidder if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party 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 Bid, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this Bid, or multiple breach of the provisions of this Bid notwithstanding whether any such breach was previously waived or cured.
- (c) **TERMINATION FOR CONVENIENCE:** The Awarding Authority may terminate the Contract for convenience upon no less than thirty (30) days written notice. In the event the Contract is terminated for convenience, Bidder shall be paid for any goods properly delivered and services properly performed to the date the Contract is terminated; however, upon being notified of County's election to terminate, Bidder 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. In no event will payment be made for lost or future profits. Bidder acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by County, the adequacy of which is hereby acknowledged by Bidder, is given as specific consideration to Bidder for the County's right to terminate this Contract.

13. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

14. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 210, Fort Lauderdale, Florida 33301-1803. The MSDS must include the following information.

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
1. The potential for fire, explosion, corrosivity, and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of over-exposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire, disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

15. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless otherwise specified in the bid. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with the bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent

will meet the specifications and not be considered an exception thereto. Broward County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that the bidder will furnish goods identical to bid standard.

16. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 24 hours prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Purchasing Director.
17. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at their expense and redelivered at their expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Board shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at their expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.
18. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County.
19. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the County at once, indicating in their letter the specific regulation which required an alteration. The Board of County Commissioners reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
20. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Procurement Code of Broward County shall govern development, submission and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.
21. **INDEMNIFICATION:** Bidder shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend County, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Bidder, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Purchasing Director and the County Attorney, any sums due Bidder under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the County.
22. **NOTICE:** Written notice provided pursuant to this Contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

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

Bidder shall identify in the Bid a designated person and address to whom notice shall be sent when required by the Contract.
23. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this Contract, Bidder and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract.
24. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.
25. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Purchasing Director.
26. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Purchasing Director or the Board of County Commissioners, reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and

conditions. The Purchasing Director or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Purchasing Director or the Board of County Commissioners reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the County immediately of notice of any citations or violations which they may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to them.

27. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

28. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
29. **RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with the Broward County Procurement Code Sec. 21.118, relative to "Pre-Litigation Protested Solicitations and Proposed Awards":
- a. **Right to Protest.** Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of a contract may protest to the Director of Purchasing. Any protest concerning the bid specifications or requirements must be made within seventy-two (72) hours from the time the facts become known and, in any case, at least twenty-four (24) hours prior to the bid opening. Such protest must be made in writing to the Purchasing Director. Failure to timely protest bid specifica-

tions or requirements is a waiver of the ability to protest the specifications or requirements.

- b. Any protest from a bidder or offeror with a substantial interest in connection with the solicitation or proposed award of a contract which is within the Purchasing Director's award authority shall be submitted in writing within three working days from the time the recommendation for award is made by a Purchasing Agent to the Purchasing Director.
- c. Any protest of a solicitation or proposed award which is in excess of the Purchasing Director's award authority after the bid opening, shall be submitted in writing within seven (7) calendar days after such aggrieved person having a substantial interest should have known the facts giving rise thereto.
30. **PUBLIC ENTITY CRIMES ACT:** Bidder represents that its response to this invitation for bid will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant or other provider who has been placed on the convicted vendor list following a conviction of a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact any business with the County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Bidder represents that its response to this Invitation For Bid is not a violation of Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the "discriminatory vendor list" i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.
31. **RECYCLED CONTENT INFORMATION:** In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.
32. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the bidder.
- It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the bidder as a result of this bid.
33. **PUBLIC RECORDS:** Any material submitted in response to this Invitation For Bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission,

effective after opening pursuant to Section 119.07, F.S.

34. **AUDIT RIGHT AND RETENTION OF RECORDS:** County shall have the right to audit the books, records, and accounts of contractor that are related to this project. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the project.

Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to contractor's records, contractor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

The entire chapter of the Broward County Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Division's Secretary by calling 954-357-6071. You may also view and/or download the Procurement Code, Notices for Bids, Requests for Quotation, Request for Letters of Interest, structure of the Purchasing Division, telephone directory, How to do Business with Broward County and Vendor Registration on the internet at:

www.broward.org/purchasing

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

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SUBMISSION OF SEALED BIDS: The Invitation for Bid form must be executed and submitted with all bid sheets and should be in a sealed envelope. The original should be signed in blue and included with a photocopy of your bid in one envelope. The face of the envelope should contain the address, the date and time of bid opening, and bid number. Bids not submitted on bid sheets may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **SCOPE:**

Bids are hereby invited to establish an open-end contract to furnish all labor, materials, equipment and services required to perform various maintenance, installation, and repair services for roadway systems, and other work that is in the realm of the services specified herein for various divisions under the jurisdiction of the Board of County Commissioners. The primary user of the resultant contract will be the Office of Transportation/Engineering Division, under the direction of the Contract Administrator.

All work will be performed within Broward County. The CONTRACTOR'S base of operation for equipment and personnel must be within the Tri-County area to afford efficient control of the work and communications.

2. **CONTRACT PERIOD:**

The initial contract period shall start on April 27, 2006 or date of award, whichever is later, and shall terminate one (1) year from that date. All prices, terms, conditions, and specifications shall remain firm for the initial period of the contract and for any renewal period(s).

Renewal Period(s):

This contract may be renewed by the Purchasing Director, for two (2) one (1) year periods, subject to satisfactory performance, CONTRACTOR acceptance and determination that renewal is in the best interest of the COUNTY. If CONTRACTOR **DOES NOT** intend to renew, it shall be his sole responsibility to notify the COUNTY of such intent, by registered mail, at least 90 days prior to the expiration of the contract. If the COUNTY elects to request a Notification of CONTRACTOR'S Intent, the CONTRACTOR'S response will be binding.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

2. **CONTRACT PERIOD:** (Continued)

AWARD CRITERIA:

If a specific basis of award is not established in the Invitation for Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications.

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.

3. **CONTINGENCY FEES:**

By submission of this offer, contractor certifies that no contingency fees (sometimes known as a finder's fee) has been paid to any person or organization other than a bona-fide employee working solely for the 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 debarment of the contractor.

4. **FURTHER INFORMATION:**

The requirements and services to be provided are stated in Attachment "A" attached hereto and made a part hereof. Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact Ann Potter, Purchasing Agent at (954) 357-6549. Bidders requiring technical clarifications should contact Richard Tornese (954) 577-4579. 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.

5. **PORT EVERGLADES SECURITY REQUIREMENTS: (ONLY FOR PORT EVERGLADES BIDS)**

The Department of Port Everglades requires persons to present, at port entry, a valid drivers 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 5 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) 765-4604.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

5. **PORT EVERGLADES SECURITY REQUIREMENTS:** (Continued)

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.

6. **SPECIAL NOTICE:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), bidders are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations. For a listing of those locations, refer to www.broward.org/purchasing/bids/asbestos.pdf. You may request a copy of subject location listing by calling (954) 357-6066.

7. **PRE-BID CONFERENCE:**

Attendance at 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.

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

| <u>Pre-Bid Conference</u> | |
|----------------------------------|--|
| Date: | February 28, 2006 |
| Time: | 9:00 A.M. |
| Location: | One University Drive, Building B Engineering Conference Room 3rd Floor, Room 300B Plantation, FL |

If you require any auxiliary aids for communication, please call 357-6065 so that arrangements can be made in advance.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

8. **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 one of the following licenses (including any specified State registration, if applicable) at the time of bid submittal. Any certificate of competency that meets or exceeds those specified will be considered responsible.

STATE: General Contractor

COUNTY: General Engineered Construction Bullder

OR

Major Roads Class "A"

9. **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.

10. **INSURANCE REQUIREMENTS: (SAMPLE INSURANCE CERTIFICATE ATTACHED)(Attachment "N")**

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 coverages set forth in this Section.

- 10.1 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(s) must include:

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

10. **INSURANCE REQUIREMENTS:** (Continued)

- 10.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
- 10.1.2 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 restriction.
- 10.2 Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) 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:
 - 10.2.1 Premises and/or Operations.
 - 10.2.2 Independent Contractors.
 - 10.2.3 Products and/or Completed Operations.
 - 10.2.4 Explosion, Collapse and Underground Coverages.
 - 10.2.5 Broad Form Property Damage.
 - 10.2.6 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - 10.2.7 COUNTY is to be 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 in connection with general supervision of such operation.
 - 10.2.8 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 restriction.
- 10.3 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 policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

10. **INSURANCE REQUIREMENTS:** (Continued)

10.3.1 Owned Vehicles.

10.3.2 Hired and Non-Owned Vehicles.

10.3.3 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.

10.4 Installation Floater required for replacement of material, equipment, installation. All risk, agreed value. Otherwise, contractor will be responsible for tools, materials, equipment, machinery, etc., until completion, acceptance by County and County takes possession, with a deductible of not more than Ten Thousand Dollars (\$10,000.00) each claim.

10.5 The CONTRACTOR shall provide to the COUNTY Certificates of Insurance evidencing the insurance coverage specified in 9.1, 9.2, 9.3 and 9.4 above. The Contractor should provide these Certificates within fifteen (15) days after request by the Purchasing Agent. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Contract and section and the above paragraphs in accordance as required by such paragraphs of this Contract. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

10.6 Certificates of insurance shall be provided as specified in sub-section 9.5 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.

11. **INDEMNIFICATION:**

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or 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, defend or hold harmless 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.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

12. **BID GUARANTY:**

All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies as specified in Section 8, or by cash, money order, certified check, cashier's check, original 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 Performance and Payment Guarantee 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.

13. **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)

13.1 A performance and Payment Bond of the form and containing all the provisions of the Performance and Payment Bond attached hereto. (Attachment "C")

13.2 The Bond(s) shall be in the amount of 50 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.

13.3 Such Bond(s) shall continue in effect for one year after completion and acceptance of the work with liability equal to 50 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.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

13. **PERFORMANCE AND PAYMENT GUARANTY:** (Continued)

Performance and Payment Bond (Surety) (Continued)

13.4 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.

Performance and Payment Guaranty:

13.5 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.

14. **QUALIFICATIONS OF SURETY:**

14.1 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.

14.2 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
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

14. **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.

15. **LIQUIDATED DAMAGES:**

15.1 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.

15.2 The work shall be completed and ready for final payment within the number of calendar days from the date indicated on the Notice to Proceed.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

15. **LIQUIDATED DAMAGES:** (Continued)

15.3 Upon failure of the CONTRACTOR to complete a project awarded pursuant to this contract within the specified period of time (plus approved extensions, if any) the CONTRACTOR shall pay to COUNTY the sum of Three Hundred Dollars (\$300.00) 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. Contractor acknowledges and agrees that damages to County from untimely completion are extremely difficult to determine, and accordingly the Contractor agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

15.4 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.

16. **LICENSES:**

As a prerequisite to the submission of a bid and for the duration of the Contract the successful bidder must hold all state and local licenses required by law, for the specific type of work required in the Purchase Order. See Paragraphs 6 and 7.

The CONTRACTOR shall be responsible to ensure that subcontractors used by the bidder shall also be licensed as above for the specific type of work they intend to perform. A copy of CONTRACTORS' and subcontractors licenses will be submitted to the CONTRACT ADMINISTRATOR of the Division using the Contract on a job by job basis. Verification of subcontractors licenses shall be supplied to the COUNTY upon request.

17. **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.

The CONTRACTOR shall obtain and pay for all permits and fees required by the Building Department of the City (if in a municipal boundary) COUNTY, State and Federal agencies and shall give all notices necessary to carry on the work. The COUNTY will reimburse the CONTRACTOR for any permit/fee costs in connection therewith. Said costs shall be billed to the COUNTY and approved by the CONTRACT ADMINISTRATOR prior to payment at the exact amount of the permit fee. Paid Permit Fee receipts will be attached to Pay Requests. Broward County Engineering Division does not require permits for emergency repairs. Emergency additions to existing facilities will require a permit and this permit can follow the emergency work.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

17. **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. (See Attachment "I").

18. **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.

19. **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.

20. **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 "F") 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.

21. **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT:**

"SECOND PARTY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. SECOND PARTY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, SECOND PARTY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

SECOND PARTY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement."

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

22. **LIVING WAGE ORDINANCE:**

Bidders are advised that the provisions of Broward County Ordinance 2002-45 (Living Wage Ordinance) will apply to this contract. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Ordinance 2002-45 and acknowledges awareness of the penalties for non-compliance. Explanation of Living Wage requirements is included in Attachment "G". The Living Wage Certification, included in Attachment "G", must be furnished to this office prior to an award being made as well as submitted with each invoice for the services specified herein.

23. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) – DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS PROGRAMS:**

In 2004, the Board of County Commissioners enacted the Broward County Business Opportunity Act, Ordinance 2004-07. Contracts having a dollar value in excess of \$250,000.00 must be considered for the application of goals for MBE and WBE participation, or DBE participation where the project is funded in whole or in part with federal funds.

As goals are applied to this contract, the bidder must comply with the following:

- a. Section 00320 - Requirements for Contracts with M/WBE Goals (attached);
- b. Article XIV, Chapter 20, Broward County Code of Ordinances; and
- c. Administrative Procedures implementing item (b) above

A copy of items (b) and (c) may be viewed at, and any questions regarding the County's M/WBE Program should be directed to the Small Business Development Division at (954) 357-6400 during weekday business hours.

Goals have been established for this contract. The M/WBE requirements are a matter of responsiveness. To be responsive, the bidder must do the following for all M/WBE requirements specified:

1. Submit the M/WBE documents with the bid.
2. Submit the M/WBE documents complete and correct.
3. All M/WBE sub-contractors, submitted by the bidder for evaluation by the County, must be certified by the Broward County Commissioner's Small Business Development Division prior to the bid opening.

As an attachment, a copy of the following documents have been included:

1. Letter of Intent to Utilize M/WBE Subcontractors (SBDD Compliance Form 2004-1) – Attachment "H".
2. M/WBE Schedule of Participation (SBDD Compliance Form 2004-2) – Attachment "I".
3. M/WBE Unavailability Report (SBDD Compliance Form 2004-3), only required if goals were not met - Attachment "J".

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

23. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) – DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS PROGRAMS: (Continued)**

For the purposes of goal achievement the County requires the successful Bidder to use Certified Broward County business enterprises; and the Office of Equal Opportunity/Small Business Development Division maintains a directory of certified firms which is available to bidders.

THIS CONTRACT HAS THE FOLLOWING MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) NUMERICAL GOALS:

| | |
|------------------------------------|------------|
| African American | 9% |
| Hispanic | 9% |
| Women | 8 % |
| TOTAL M/WBE NUMERICAL GOALS | 26% |

The directory mentioned above is available for use by VENDORS on-line through the Broward County Small Business Development Division at <http://www.broward.org/smallbusiness/directory.htm>. Contact the Small Business Development Division at (954) 357-6400 for more information.

A Broward County certified Women-owned Business Enterprise (WBE) and/or a Broward County certified Minority Business Enterprise (MBE) is defined as a Tri-County (Broward/Miami-Dade/Palm Beach) headquartered business that is at least 51% owned and controlled by one or more of the following classifications:

- A. African-Americans, which includes persons having origins in any of the black racial groups of Africa;
- B. Hispanic Americans, which includes persons of Spanish or Portuguese culture with origins in North, South or Central America or the Caribbean region, 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 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 (F) above.
- H. A DBE is a small business, as defined pursuant to the Small Business Act, 15 U.S.C., as amended. Ownership and control specifically refers to a business: at least 51-percent owned by one or more disadvantaged persons, minority or women, or, in the case of a publicly owned business, of which at least 51-percent of the stock is owned by one or more disadvantaged persons, and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

NOTE: The Broward County Business Opportunity Act of 2004 can be found at www.broward.org/smallbusiness/small_bus.pdf.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

24. DBE, MBE OR WBE COMPLIANCES:

24.1 Reporting

In accordance with Broward County Ordinance 2004-07, no less than monthly, the contractor will report to the County Contract Administrator all expenditures made to achieve compliance with its assigned goals or other contractual conditions agreed to by the contractor pursuant to this contract (M/WBE Contract Compliance, Form No. 133 – Attachment "K"). All reports shall include the name and business address of each DBE, MBE, and WBE solicited by the contractor to work as a subcontractor or supplier on the contract and the responses received by the contractor to such solicitation; the name and business address of each DBE, MBE, and WBE actually involved in the contract, a description of the work performed and/or product or service supplied by each DBE, MBE, or WBE; the date and amount of each expenditure; the DBE, MBE, or WBE status of any contractor performing any portion of the contract; and any other information requested by the County which may assist the County in determining the contractor's compliance with its contractual obligations, or may assist in the implementation and enforcement of this act. The submission of the report required by this subparagraph shall be a condition for payment of the contractor.

24.2 Remedies

The contractor's non-compliance with the commitment to DBE, MBE or WBE participation, or the unexcused reduction of DBE, MBE, or WBE participation, in connection with a contract including any modification thereof, shall entitle the affected DBE, MBE, or WBE to damages pursuant to such agreement. If a subcontractor, material supplier, or other similarly-situated person institutes an arbitration proceeding claiming noncompliance with this law by the contractor, then only in such event shall the remedies include an undertaking by the contractor to submit any dispute concerning such damages to binding arbitration by an independent arbitrator. However, binding arbitration shall not be available as to any dispute between the contractor and any department or agency of the Broward County Board of County Commissioners; nor shall Broward County incur any cost, fee, or liability relative to any arbitration proceedings. An arbitrator may award reasonable attorney's fees and costs against a non-prevailing party. Nothing herein shall be construed to limit the rights of and remedies available to the Broward County Board of County Commissioners, including the right to seek its own damages pursuant to the contract.

Any contractor whose status as DBE, MBE, or WBE was a factor in the award of the contract, and such status was misrepresented by the contractor; or obtained the contract award or attempted to meet its contractual obligations through fraud, misrepresentation, or material misstatement shall be subject to debarment for a period of time set by the Purchasing Director in accordance with the Broward County Procurement Code. The Director of the Small Business Development Division, in consultation with the Purchasing Director, shall be responsible for conducting any investigation necessary under this subparagraph.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

24. **DBE, MBE OR WBE COMPLIANCES:** (Continued)

24.2 **Remedies** (Continued)

If the subcontractor's, subconsultant's or supplier's status as DBE, MBE, or WBE was a factor in the award of the contract, and the status of the subcontractor, subconsultant, or supplier was misrepresented by the contractor, subcontractor, subconsultant, or supplier; or the subcontractor, subconsultant, or supplier attempted to meet its contractual obligations through fraud, misrepresentation, or material misstatement; or should it be determined that the contractor was knowingly involved in any fraud, misrepresentation, or material misstatement concerning the status of the disqualified subcontractor, subconsultant or supplier, the contractor shall not be awarded DBE, MBE, or WBE participation credit.

Any contractor, subcontractor, subconsultant, or supplier who is determined to have engaged in actions or conduct described above shall be subject to debarment for a period of time set by the Purchasing Director in accordance with the Broward County Procurement Code. The Director of the Small Business Development Division, in consultation with the Purchasing Director, shall be responsible for conducting any investigation necessary under this subparagraph.

The contractor shall allow the County access to the contractor's books and records including, without limitation, payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow the County to determine the contractor's compliance with its commitment to DBE, MBE, and WBE participation and the status of any DBE, MBE, or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the Broward County Board of County Commissioners for any purpose.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

00320. REQUIREMENTS FOR CONTRACTS WITH M/WBE GOALS:

1. M/WBE prime and subcontract awards and minority-majority joint ventures are crucial to the achievement of M/WBE goals. Therefore, goals of participation by M/WBE firms have been set for this project per Minority/Women Business Enterprise (M/WBE) – Disadvantaged Business Enterprise (DBE) Goals Programs section.
2. All Bidders, to be responsive, must submit all forms required by the M/WBE Notice with their bids (See Minority/Women Business Enterprise (M/WBE) – Disadvantaged Business Enterprise (DBE) Goals Programs section) in order to document compliance with the goals set forth for this project. The forms submitted shall only address the base bid exclusive of any alternate bid item(s), if any. M/WBE participation for alternate bid item(s), if any, shall be addressed after bid opening pursuant to section 10.5 hereof.
3. Bidders may submit revised Schedules of M/WBE Participation upon approval of the Small Business Development Division. Any change after bid opening or prior to award shall only involve the utilization of M/WBE contractors certified by the Small Business Development Division.
4. All Bidders who submitted with their bid, an M/WBE Unavailability Certification must be able to demonstrate through proper documentation their reasonable efforts to meet the goal if they wish to remain eligible for award. Reasonable efforts as determined by the Small Business Development Division to meet the M/WBE Contract goals may include, but are not limited, to:
 - 4.1 Attendance at any scheduled prebid meeting concerning M/WBE participation.
 - 4.2 Timely advertisement in general circulation media, trade association publications, and minority-focus media.
 - 4.3 Timely notification of minority business or contractor groups and associations of solicitation for specific sub-bids.
 - 4.4 Proof of written solicitations to M/WBE firms.
 - 4.5 Efforts to select portions of the work proposed to be performed by M/WBE in order to increase the likelihood of achieving the stated goal.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

00320. REQUIREMENTS FOR CONTRACTS WITH M/WBE GOALS (Continued)

- 4.6 Efforts to provide M/WBE that need assistance in obtaining bonding or insurance required by the Bidder or COUNTY.
- 4.7 A report submitted by the Bidder to the Small Business Development Division prior to award explaining the Bidder's efforts to obtain M/WBE participation. The report shall include the following:
 - 4.7.1 A detailed statement of the timely efforts made to negotiate with M/WBE including at a minimum the names, addresses, and telephone numbers of M/WBE who were invited to bid or otherwise contacted; a description of the information provided to M/WBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional agreements with M/WBE, if needed to meet the stated goal, were not reached.
 - 4.7.2 A detailed statement of the efforts made to select portions of the work proposed to be performed by M/WBE in order to increase the likelihood of achieving the stated goal.
 - 4.7.3 As to each M/WBE which bid on a Subcontract but which the Bidder considers to be unqualified, a detailed statement of the reasons for the Bidder's conclusion.
 - 4.7.4 As to each M/WBE invited to bid, but which the Bidder considers to be unavailable because of a lack of bid response or the submission of a bid which was not the low responsive bid, an Unavailability Certificate signed by the Bidder.
- 5. A Letter of Intent to perform as a Subcontractor (Attachment "H") executed by each M/WBE Subcontractor listed on the Schedule of M/WBE Participation must be submitted with the bid document. The information contained within the Letter of Intent and the information contained within the M/WBE Participation Schedule must be the same as to content.
- 6. Each M/WBE listed on the Schedule of M/WBE Participation must be certified prior to bid opening by Broward County as an M/WBE in order to be eligible for award. In the event that an M/WBE is not certified by the Small Business Development Division, the Contractor must select an M/WBE firm from the directory maintained by the Small Business Development Division, or file with that office an M/WBE Unavailability Certificate.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

00320. REQUIREMENTS FOR CONTRACTS WITH M/WBE GOALS (Continued)

7. A Joint Venture Eligibility Application (If the Bidder is a Joint Venture with an M/WBE participant) must be submitted with the bid document. The Joint Venture Eligibility Application may be obtained at the Small Business Development Division.
8. These Contract Documents may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency's M/WBE policies or programs and COUNTY's policies or programs the more stringent policy (for example, the program with higher goals) shall apply.
9. A responsive low bid of a Bidder, who is otherwise responsible, will not be rejected because the M/WBE goals cannot be met, if the Bidder complies with the requirements set forth within Section 4 above.
10. The degree of M/WBE participation shall be calculated as follows:
 - 10.1 A joint venture, consisting of minority and majority business enterprises functioning as a prime contractor, will be credited with minority participation on the basis of percentage of profit to accrue to the M/WBE. (For example, if a minority-majority joint venture proposed to perform fifty percent (50%) of a project quoted at \$500,000.00 and fifty percent (50%) of the profits are to accrue to the minority partner in the joint venture, minority participation will be credited as twenty-five percent (25%) of the work or \$125,000.00.)
 - 10.2 M/WBE prime contractors will be credited with minority participation for that portion of the Contract which they perform and that portion subcontracted to minority firms. (For example, if an M/WBE contractor proposed to perform fifty percent (50%) of a project quoted at \$500,000.00 and subcontracts twenty-five percent (25%) to a majority firm and twenty-five percent (25%) to a minority firm, minority participation will be credited at seventy-five percent (75%) or \$375,000.00.) Bidder shall indicate percentages on the M/WBE Schedule of Participation.
 - 10.3 The Bidder may count toward its M/WBE goals expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers, provided that the M/WBE assume the actual and contractual responsibility for the provision of the materials and supplies.
 - 10.4 The dollar amount of participation of a firm owned by minority women may be applied to either the female goal or the minority goals, but not to both.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

00320. REQUIREMENTS FOR CONTRACTS WITH M/WBE GOALS (Continued)

- 10.5. Certain projects may include alternate bid item(s) for which a Bidder is required to submit a bid and for which COUNTY reserves the right to award after bid opening. In such instances that COUNTY chooses to exercise the right to award alternate bid item(s), M/WBE goals shall apply to the alternate bid item(s) to be awarded. Prior to award, the successful Bidder shall submit to COUNTY all forms required by the M/WBE Notice as applicable to the alternate bid item(s) to be awarded. Failure to submit the required forms shall result in the Bidder being deemed non-responsible and the bid shall be rejected.
- 10.6. COUNTY shall review each proposed Change Order that, by itself or aggregated with previous Change Order requests, increases the Contract Price by ten percent (10%) of the initial Contract Price or Fifty Thousand Dollars (\$50,000.00), whichever is less, for opportunities to include or increase participation of M/WBE already involved in the Contract. The successful Bidder shall demonstrate that it makes good faith efforts to include M/WBE participation in Change Order work and shall report such efforts to the Small Business Development Division.
11. On-site reviews to monitor the successful Bidder's progress in achieving and maintaining contractual M/WBE obligations will be carried out by the Contract Administrator in conjunction with the Small Business Development Division.
12. The successful Bidder agrees to enter into a formal contract with the M/WBE contractors which are listed on the Schedule of M/WBE Participation upon execution of the contract with the Board of County Commissioners of Broward County.
13. The successful Bidder shall be required to submit bimonthly reports to the Contract Administrator with his/her partial pay request on a form which may be obtained at the Small Business Development Division regarding compliance with M/WBE obligations. In addition, the successful Bidder must inform COUNTY immediately when an M/WBE Subcontractor is not able to perform. If the successful Bidder is unable to substitute the unavailable M/WBE with another certified M/WBE, the actual substitution of a non-M/WBE subcontractor may not occur until the Small Business Development Division has verified the good faith efforts of the successful Bidder to substitute the unavailable M/WBE with another certified M/WBE.
14. Nothing herein shall be construed to require a prime contractor to award a subcontract to an M/WBE if it is not the lowest responsive bid.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

00320. REQUIREMENTS FOR CONTRACTS WITH MWBE GOALS (Continued)

15. Nothing herein shall be construed to indicate that a higher level of M/WBE involvement above the stated goal in a solicitation will give that Bidder the right of award over other Bidders who have met the M/WBE goal or fully justified that they had made all reasonable efforts to do so.
16. Small Business Development Division of COUNTY maintains a directory of M/WBE which is available for use by Bidders.
17. Any Bidder on this Contract shall be prohibited from entering into any agreement with an M/WBE whereby the M/WBE cannot offer its services to other Bidders on this Project.
18. COUNTY encourages the successful Bidder to use minority owned-and-operated banks.
19. **DEFINITIONS AND M/WBE QUALIFICATIONS:**
Applicable definitions and M/WBE qualifications shall be as provided by COUNTY ordinance and administrative regulations, as amended from time to time, and shall be available through the Small Business Development Division.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

25. **PREFERENCES:**

A. **LOCAL PREFERENCE:**

In accordance with Broward County Ordinance No. 2004-29, the Broward County Board of County Commissioners provides a local preference. This preference includes any county with which the Broward County Board of County Commissioners has entered into an inter-local agreement of reciprocity. Except where otherwise provided by federal or state law or other funding source restrictions, an apparent low bidder outside the preference area and a local bidder whose submittal is within 10% of the apparent low bid will be given the opportunity to submit a best and final offer. Award will then be to the low responsive, responsible bid.

Local business means the vendor has a valid occupational license issued by the county within which the vendor conducts their business at least one year prior to bid or proposal opening, that authorizes the business to provide the goods, services or construction to be purchased and a physical address located within the limits of said county, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

B. **DOMESTIC PARTNER CLAUSE: (Attachment "L")**

Preference for County Contractors Providing for Nondiscrimination of Benefits for Domestic Partners. (Reference Ordinance No. 1999-03, as amended)

In accordance with Broward County Code, Chapter 16 ½, section 16 ½-157 and the Broward County Administrative Code, Subsections 21.31.a., 6., 7., 8., the Broward County Board of County Commissioners reserves the right to apply a preference in the award of a contract to those Contractors providing for nondiscrimination of benefits for domestic partners. This preference may be applied to all awards of \$250,000 per annum or more. The determination to apply this preference shall be made by the Board of County Commissioners.

To be eligible for the domestic partnership preference, a contractor's program eligibility criteria must be substantially equivalent to those established in Section 16 ½-153 (b), Broward County Code. A contractor will be deemed ineligible for the domestic partnership preference if its benefits program discriminates against employees in violation of the Broward County Human Rights Act.

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.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

26. **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.

27. **NON-COLLUSION STATEMENT:**

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), 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 they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand 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/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

SCHEDULE OF PRICE BID

SUMMARY

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

| | |
|---|---|
| Consideration of Indemnification | \$25.00 |
| *Performance and Payment Bond Premium (Not to exceed 3%) | \$ <u>40,000⁰⁰</u> |
| *Insurance Premium (Not to exceed 3%) | \$ <u>30,000⁰⁰</u> |
| Group 1 Items 1-182 (Paving & Drainage) | # 5213703.00 <u>20</u> \$ <u>5,016,374⁰⁰</u> |
| Group 2 Items 183-190 (Street Lighting) | \$ <u>111,902⁰⁰</u> |
| Group 3 Items 191-250 (Signalization Items) | \$ <u>1,441,780⁰⁰</u> |
| Group 4 Items 251-286 (Signing & Pavement Markings) | \$ <u>667,500⁰⁰</u> |
| Group 5 Items 287-315 (Sewer Items) | # 566993.00 <u>20</u> \$ <u>574,989⁰⁰</u> |
| Group 6 Items 316-317 (Auger Piles) | \$ <u>158,000⁰⁰</u> |
| GRAND TOTAL BID AMOUNT INDEMNIFICATION, PERFORMANCE AND PAYMENT BOND, INSURANCE & GROUPS 1 - 6 | \$ <u>8,040,570⁰⁰</u> # 8229,903.00 <u>20</u> |

*The Performance and Payment Guaranty and Insurance Premium prices are not to exceed 3% of the total amount. The 3% ceiling for each for each of these pay items is not a reflection of responsiveness; it is only instruction on the maximum amount the County will pay for these items. Any amount in excess of 3% for each of these pay items will be moved to another pay item, however, the total bid amount will not change.

WEEKLEY ASPHALT PAVING, INC

NAME OF COMPANY

BID SHEET

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

PLEASE FILL IN ALL BLANKS AND RETURN BID SHEETS.

BASIS OF AWARD:

Award will be made to the responsive and responsible bidder offering the lowest grand total bid amount. Bidders must bid on all items to be considered for Award.

The location of the base of operations within the Tri-County area which will serve this CONTRACT is as follows:

Street Address: 20701 Stirling Rd

City: Pembroke Pines, FL 33332

Telephone Number: (954) 680-8005
(Must be able to make contract 24 hours a day, 7 days a week)

Bidder should state in space provided a telephone number that can be contacted and which will be answered 24 hours a day, seven days a week to order services.

THE UNDERSIGNED AGREES TO SUBMIT UPON REQUEST A LIST OF CURRENT MAJOR EQUIPMENT AND PERSONNEL AVAILABLE FOR WORK IN BROWARD COUNTY.

THE UNDERSIGNED BIDDER WILL EXTEND STATED PRICES AND CONDITIONS TO ANY OTHER GOVERNMENTAL AGENCIES LOCATED WITHIN BROWARD COUNTY, FLORIDA DURING THE PERIOD OF THIS CONTRACT.

Acknowledgment is hereby made of the following Addenda or Amendments (identified by number) received since issuance of this bid:

ONE - March 2, 2006

In accordance with your "Invitation for Bid", the General Conditions, Special Instructions to Bidders, and Attachment "A" for provision of contractor's services for Repair, Maintenance and Installation of Roadway systems, attached hereto and a part hereof, the undersigned offers the following:

PREVIOUS CONTRACT NO. H-9-03-242-B1

BID NO. H-Z-05-376-B1

BID SHEET
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

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 all terms, conditions, specifications and requirements, the bidder offers the following:

The Engineering Division has approximately \$500,000 per physical year budgeted for this project."

GROUP 1 (ITEMS 1-182)

| ITEM NO. | COMMODITY CODE (91395) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|---------|----------|---------------------|---------------------|
| 1. | D.O.T. #101-1A, Mobilization (Mobilize Within 24 Hours - Emergency Only) | Ea. | 10 | \$ <u>500.00</u> | \$ <u>5,000.00</u> |
| 2. | Permit Fees - Non-Broward County | AL. | 1 | \$ <u>10,000.00</u> | \$ <u>10,000.00</u> |
| 2a. | Port Everglades Security Background Checks, I.D. Badges & Dockside Permits | AL. | 1 | \$ <u>3,000.00</u> | \$ <u>3,000.00</u> |
| 3. | Unsuitable Soil Materials Removal and Disposal | Cu. Yd. | 1 | \$ <u>1,000.00</u> | \$ <u>1,000.00</u> |
| 4. | Florida Power & Light | AL. | 1 | \$ <u>5,000.00</u> | \$ <u>5,000.00</u> |
| 5. | Survey As Builts (Signed & Sealed) | HR | 40 | \$ <u>147.00</u> | \$ <u>5,880.00</u> |
| 6. | D.O.T. #101-1B, Mobilization (Mobilize Within One Month) (Included in Cost For Each Item) | N/A | N/A | \$ <u>0.00</u> | \$ <u>0.00</u> |

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

BID SHEET
(Continued)**GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION**
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE (91395) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|---------|----------|------------------|---------------------|
| 7. | D.O.T. #102-6, Commercial material for driveway maintenance (limerock) | Cu. yd. | 6 | \$ <u>40.00</u> | \$ <u>240.00</u> |
| 8. | D.O.T. #102-10, Off-Duty Law Enforcement Officer | MH | 40 | \$ <u>58.00</u> | \$ <u>2,320.00</u> |
| 9. | D.O.T. #102-60, Work Zone Signs | ED | 1,500 | \$ <u>1.55</u> | \$ <u>2,325.00</u> |
| 10. | D.O.T. #102-61, Business Signs | Ea. | 10 | \$ <u>155.00</u> | \$ <u>1,550.00</u> |
| 11. | D.O.T. #102-69, Temporary Curb | LF | 400 | \$ <u>10.00</u> | \$ <u>4,000.00</u> |
| 12. | D.O.T. #102-70-1, Concrete Barrier Wall (Temporary) | LF | 500 | \$ <u>28.00</u> | \$ <u>14,000.00</u> |
| 13. | Plastic (Water-Filled) Barrier Wall (Temporary) 42" High | LF | 500 | \$ <u>28.00</u> | \$ <u>14,000.00</u> |
| 14. | D.O.T. #102-74-1, Barricade (Temporary) (Types I, II, VP & Drum) | ED | 7,000 | \$ <u>0.65</u> | \$ <u>4,550.00</u> |
| 15. | D.O.T. #102-76, Advance Warning Arrow Panels | ED | 100 | \$ <u>26.00</u> | \$ <u>2,600.00</u> |
| 16. | D.O.T. #102-77, High Intensity Flashing Lights | ED | 1,500 | \$ <u>1.60</u> | \$ <u>2,400.00</u> |
| 17. | D.O.T. #102-99, Sign Variable Message (Temporary) | ED | 6 | \$ <u>44.00</u> | \$ <u>264.00</u> |
| 18. | D.O.T. #102-911-1, Removable Pavement Marking (Tape) (White) (Skip) | LF | 300 | \$ <u>6.70</u> | \$ <u>2,010.00</u> |

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

Potter, Ann

From: Weekleyasp@aol.com
Sent: Thursday, May 25, 2006 2:08 PM
To: Potter, Ann
Subject: (no subject)

Ann,

As requested this letter is to inform Broward County that Weekley Asphalt had changed some bid prices and forgot to initial the changes made. The changes were on Bid pages:

PAGE 27
PAGE 31
PAGE 40

If any further information is required please do not hesitate to contact me. I am faxing the Living Wage Attachment "G" to you now.

Sincerely,

Daniel D. Weekley

Daniel D. Weekley
President

5/25/2006

PREVIOUS CONTRACT NO. H-9-03-242-B1BID NO. H-Z-05-376-B1**BID SHEET**
(Continued)**GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION**
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE (91395) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|------|----------|-----------------|--------------------|
| 19. | D.O.T. #102-911-2, Removable Pavement Marking Tape) (White) (Solid) | LF | 300 | \$ <u>6.70</u> | \$ <u>2,010.00</u> |
| 20. | D.O.T. #102-911-3, Removable Pavement Marking (Tape) (White) (Other) | SF | 100 | \$ <u>29.00</u> | \$ <u>2,900.00</u> |
| 21. | D.O.T. #102-912-1, Removable Pavement Marking (Tape) (Yellow) (Skip) | LF | 300 | \$ <u>6.70</u> | \$ <u>2,010.00</u> |
| 22. | D.O.T. #102-912-2, Removable Pavement Marking (Tape) (Yellow) (Solid) | LF | 300 | \$ <u>6.70</u> | \$ <u>2,010.00</u> |
| 23. | D.O.T. #102-912-3, Removable Pavement Marking (Tape) (Yellow) (Other) | SF | 100 | \$ <u>29.00</u> | \$ <u>2,900.00</u> |
| 24. | D.O.T. #104-10-1, Baled Hay or Straw | Ea. | 100 | \$ <u>14.00</u> | \$ <u>1,400.00</u> |
| 25. | D.O.T. #104-11, Floating Turbidity Barrier | LF. | 300 | \$ <u>26.00</u> | \$ <u>7,800.00</u> |
| 26. | D.O.T. #104-12, Staked Turbidity Barrier | LF | 100 | \$ <u>5.00</u> | \$ <u>500.00</u> |

PREVIOUS CONTRACT NO. H-9-03-242-B1

BID NO. H-Z-05-376-B1

BID SHEET
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE (91395) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|--|---|------|----------|--------------------|----------------------|
| 190. | 715-440-000, Light Pole Complete (Relocate) | Ea. | 4 | \$ <u>4,482.00</u> | \$ <u>17,952.00</u> |
| TOTAL - STREET LIGHTING ITEMS (D.O.T. Nos. 715-1-114 thru 715-440-000) Group 2 (Items 183 - 190) | | | | | \$ <u>111,902.00</u> |

Bid results will be posted to the Broward County Purchasing website at www.broward.org/purchasing/results/.

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

AUTHORIZED SIGNATURE: _____

By signing this bid sheet your firm is agreeing to
the terms and conditions of the Invitation for Bid.
DANIEL D. WEEKLEY, PRESIDENT

BID SHEET
(Continued)**GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION**
(NON-SHELTERED MARKET)**GROUP 3 (ITEMS 191 – 250)**

| ITEM NO. | COMMODITY CODE (91395) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|------|----------|--------------------|---------------------|
| 191. | D.O.T. #620-1-1, Grounding Electrode (Furnish and Install) | LF | 1,300 | \$ <u>16.00</u> | \$ <u>20,800.00</u> |
| 192. | D.O.T. #630-1-12, Conduit (Underground) (Furnish and Install) | LF | 2,000 | \$ <u>16.00</u> | \$ <u>32,000.00</u> |
| 193. | D.O.T. #630-1-13, Conduit (Under Pavement) (Furnish and Install) | LF | 2,000 | \$ <u>47.00</u> | \$ <u>94,000.00</u> |
| 194. | D.O.T. #632-7-1, Cable (Signal) (Furnish and Install) | P.L. | 10 | \$ <u>4,200.00</u> | \$ <u>42,000.00</u> |
| 195. | D.O.T. #632-8-111, Cable (Interconnect) (Aerial) (Furnish and Install) | LF | 600 | \$ <u>4.00</u> | \$ <u>2,400.00</u> |
| 196. | D.O.T. #632-8-112, Cable (Interconnect) (Underground) (Furnish and Install) | LF | 2,000 | \$ <u>7.00</u> | \$ <u>14,000.00</u> |
| 197. | D.O.T. #635-1-11, Pull & Junction Boxes (Pull Box) (Furnish and Install) | Ea. | 50 | \$ <u>930.00</u> | \$ <u>46,500.00</u> |
| 198. | D.O.T. #635-1-12, Pull & Junction Boxes (Aerial Junction Box) (Furnish & Install) | Ea. | 3 | \$ <u>2,500.00</u> | \$ <u>7,500.00</u> |
| 199. | D.O.T. #635-1-13, Pull & Junction Boxes (Mounted Junction Box) (Furnish & Install) | Ea. | 3 | \$ <u>7,200.00</u> | \$ <u>21,600.00</u> |

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

BID SHEET
(Continued)**GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION**
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE (91395) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|------|----------|---------------------|---------------------|
| 200. | D.O.T. #635-1-15, Pull & Junction Boxes (Fiber Optics Box) (Furnish & Install) | Ea. | 3 | \$ <u>2,000.00</u> | \$ <u>6,000.00</u> |
| 201. | D.O.T. #639-1-13, Electrical Power Service (Overhead) | AS | 7 | \$ <u>3,100.00</u> | \$ <u>21,700.00</u> |
| 202. | D.O.T. #639-1-23, Electrical Power Service (Underground) | AS | 3 | \$ <u>3,100.00</u> | \$ <u>9,300.00</u> |
| 203. | D.O.T. #639-2-1, Electrical Service Wire | LF | 200 | \$ <u>3.00</u> | \$ <u>600.00</u> |
| 204. | D.O.T. #641-15-142, Strain Pole (Concrete) (42') (Furnish and Install) (Type N - VI) | Ea. | 10 | \$ <u>4,100.00</u> | \$ <u>41,000.00</u> |
| 205. | D.O.T. #647-11-20, M/Arm (Comb. Std.) (20') (Steel Single) (Furnish and Install) | Ea. | 3 | \$ <u>22,000.00</u> | \$ <u>66,000.00</u> |
| 206. | D.O.T. #647-11-30, M/Arm (Comb. Std.) (30') (Steel Single) (Furnish and Install) | Ea. | 1 | \$ <u>23,200.00</u> | \$ <u>23,200.00</u> |
| 207. | D.O.T. #647-11-38, M/Arm (Comb. Std.) (38') (Steel Single) (Furnish and Install) | Ea. | 1 | \$ <u>24,500.00</u> | \$ <u>24,500.00</u> |
| 208. | D.O.T. #647-11-48, M/Arm (Comb. Std.) (48') (Steel Single) (Furnish and Install) | Ea. | 1 | \$ <u>26,000.00</u> | \$ <u>26,000.00</u> |
| 209. | D.O.T. #647-11-60, M/Arm (Comb. Std.) (60') (Steel Single) (Furnish and Install) | Ea. | 1 | \$ <u>28,000.00</u> | \$ <u>28,000.00</u> |

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

BID SHEET
(Continued)**GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION**
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE (91395) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|------|----------|---------------------|---------------------|
| 210. | D.O.T. #647-11-64, M/Arm (Comb. Std.) (64') (Steel Single) (Furnish and Install) | Ea. | 1 | \$ <u>2,700.00</u> | \$ <u>2,700.00</u> |
| 211. | D.O.T. #647-13-44, M/Arm (Comb. Std.) (44') (Steel Double) (Furnish and Install) | Ea. | 1 | \$ <u>32,200.00</u> | \$ <u>32,200.00</u> |
| 212. | D.O.T. #647-13-46, M/Arm (Comb. Std.) (46') (Steel Double) (Furnish and Install) | Ea. | 1 | \$ <u>33,500.00</u> | \$ <u>33,500.00</u> |
| 213. | D.O.T. #647-13-52, M/Arm (Comb. Std.) (52') (Steel Double) (Furnish and Install) | Ea. | 1 | \$ <u>35,000.00</u> | \$ <u>35,000.00</u> |
| 214. | D.O.T. #647-13-64, M/Arm (Comb. Std.) (64') (Steel Double) (Furnish and Install) | Ea. | 1 | \$ <u>36,500.00</u> | \$ <u>36,500.00</u> |
| 215. | D.O.T. #650-1-131, Traffic Signal (12" Std.) (3 Section, 1 Way) | AS | 80 | \$ <u>910.00</u> | \$ <u>72,800.00</u> |
| 216. | D.O.T. #650-1-132, Traffic Signal (12" Std.) (3 Section, 2 Way) | AS | 4 | \$ <u>1,900.00</u> | \$ <u>7,600.00</u> |
| 217. | D.O.T. #650-1-141, Traffic Signal (12" Std.) (4 Section, 1 Way) | AS | 2 | \$ <u>1,300.00</u> | \$ <u>2,600.00</u> |
| 218. | D.O.T. #650-9-151, Traffic Signal (12" Std.) (5 Section, Cluster) | AS | 8 | \$ <u>1,500.00</u> | \$ <u>12,000.00</u> |

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

BID SHEET
(Continued)**GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION**
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE (91395) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|------|----------|--------------------|----------------------|
| 219. | D.O.T. #653-111, Pedestrian Signal (12") (Incandescent) | AS | 40 | \$ <u>900.00</u> | \$ <u>36,000.00</u> |
| 220. | D.O.T. #659-101, Signal Head Auxiliaries (Back Plate, 3 Sect.) | Ea. | 40 | \$ <u>150.00</u> | \$ <u>6,000.00</u> |
| 221. | D.O.T. #659-102, Signal Head Auxiliaries (Back Plate, 4 Sect.) | Ea. | 2 | \$ <u>190.00</u> | \$ <u>380.00</u> |
| 222. | D.O.T. #659-106, Signal Head Auxiliaries (Tunnel Visor) | Ea. | 240 | \$ <u>115.00</u> | \$ <u>27,600.00</u> |
| 223. | D.O.T. #659-107, Signal Head Auxiliaries (Aluminum Pedestal) | Ea. | 240 | \$ <u>800.00</u> | \$ <u>192,000.00</u> |
| 224. | D.O.T. #659-118, Signal Head Auxiliaries (Back Plate 5 Sect. CIU) | Ea. | 4 | \$ <u>550.00</u> | \$ <u>2,200.00</u> |
| 225. | D.O.T. #660-1-101, Loop Detector (Inductive)(Furnish and Install) | Ea. | 50 | \$ <u>310.00</u> | \$ <u>15,500.00</u> |
| 226. | D.O.T. #660-1-102, Loop Detector (Inductive) (Type I) (Furnish and Install) | Ea. | 10 | \$ <u>310.00</u> | \$ <u>3,100.00</u> |
| 227. | D.O.T. #660-2-101, Loop Assembly (Type A) (Furnish and Install) | AS | 10 | \$ <u>910.00</u> | \$ <u>9,100.00</u> |
| 228. | D.O.T. #660-2-106, Loop Assembly (Type F) (Furnish and Install) | AS | 10 | \$ <u>1,500.00</u> | \$ <u>15,000.00</u> |
| 229. | D.O.T. #663-74-12, Vehicle Detector Assembly (Optical) (Furnish and Install) | AS | 8 | \$ <u>6,000.00</u> | \$ <u>48,000.00</u> |

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

BID SHEET
(Continued)**GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION**
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE (91395) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|------|----------|---------------------|----------------------|
| 230. | D.O.T. #665-11, Pedestrian Detector (Det. Sta. Pole or Cabinet Mounted (Furnish and Install)) | Ea. | 30 | \$ <u>600.00</u> | \$ <u>18,000.00</u> |
| 231. | 665-12, Pedestrian Detector (Det. Sta. with Post) (Furnish and Install) | Ea. | 4 | \$ <u>600.00</u> | \$ <u>2,400.00</u> |
| 232. | D.O.T. #668-13, Detector Cabinet (Type III) (32"x20"x14") (Furnish and Install) | Ea. | 1 | \$ <u>7,000.00</u> | \$ <u>7,000.00</u> |
| 233. | D.O.T. #670-4-1, Flashing Beacon Control Assembly (Furnish and Install) | AS | 2 | \$ <u>6,600.00</u> | \$ <u>13,200.00</u> |
| 234. | D.O.T. #670-111-051, Actuated Solid State Control Assembly (D2, T.B.C., LOS=1) (Furnish and Install) | AS | 1 | \$ <u>18,000.00</u> | \$ <u>18,000.00</u> |
| 235. | D.O.T. #670-112-051, Actuated Solid State Control Assembly (D4, T.B.C., LOS=1) (Furnish and Install) | AS | 1 | \$ <u>18,000.00</u> | \$ <u>18,000.00</u> |
| 236. | D.O.T. #670-113-051, Actuated Solid State Control Assembly (D-4-4, T.B.C., LOS=1) (Furnish and Install) | AS | 6 | \$ <u>18,000.00</u> | \$ <u>108,000.00</u> |
| 237. | D.O.T. #670-113-151, Actuated Solid State Control Assembly (D-4-4, 1 PRE, PLN, T.B.C., LOS=1) (Furnish and Install) | AS | 1 | \$ <u>18,000.00</u> | \$ <u>18,000.00</u> |

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

BID SHEET
(Continued)**GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION**
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE (91395) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|------|----------|---------------------|---------------------|
| 238. | D.O.T. #670-114-051, Actuated Solid State Control Assembly (D-8, T.B.C. LOS=1) (Furnish and Install) | AS | 1 | \$ <u>18,000.00</u> | \$ <u>18,000.00</u> |
| 239. | D.O.T. #670-114-151, Actuated Solid State Control Assembly (D-8, 1, PRE, PLN, T.B.C., LOS=1) (Furnish and Install) | AS | 1 | \$ <u>18,000.00</u> | \$ <u>18,000.00</u> |
| 240. | D.O.T. #678-1-107, Cont. Access. (Type I Time Switch) (Furnish and Install) | Ea. | 8 | \$ <u>1,000.00</u> | \$ <u>8,000.00</u> |
| 241. | D.O.T. #685-120, System Auxiliaries (Telemetry Transceiver) | Ea. | 10 | \$ <u>3,000.00</u> | \$ <u>30,000.00</u> |
| 242. | D.O.T. #685-128, System Auxiliaries (Interface Panel) | Ea. | 10 | \$ <u>700.00</u> | \$ <u>7,000.00</u> |
| 243. | D.O.T. #690-10, Remove Traffic Signal Head Assembly | Ea. | 20 | \$ <u>150.00</u> | \$ <u>3,000.00</u> |
| 244. | D.O.T. #690-20, Remove Pedestrian Signal Assembly | Ea. | 20 | \$ <u>150.00</u> | \$ <u>3,000.00</u> |
| 245. | D.O.T. #690-30, Remove Poles | Ea. | 6 | \$ <u>2,200.00</u> | \$ <u>13,200.00</u> |
| 246. | D.O.T. #690-50, Remove Controller Assembly | Ea. | 5 | \$ <u>1,100.00</u> | \$ <u>5,500.00</u> |
| 247. | D.O.T. #690-70, Remove Pedestrian Detector Assembly | Ea. | 20 | \$ <u>150.00</u> | \$ <u>3,000.00</u> |
| 248. | D.O.T. #690-80, Remove Span Wire Assembly | Ea. | 6 | \$ <u>1,700.00</u> | \$ <u>10,200.00</u> |

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

PREVIOUS CONTRACT NO. H-9-03-242-B1

BID NO. H-Z-05-376-B1

BID SHEET
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE (91395) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|--|--|------|----------|--------------------|------------------------|
| 249. | D.O.T. #690-90, Remove Conduit and Cabling | P.I. | 1 | \$ <u>1,700.00</u> | \$ <u>1,700.00</u> |
| 250. | D.O.T. #690-100, Remove Miscellaneous Signal Equipment | P.I. | 1 | \$ <u>1,700.00</u> | \$ <u>1,700.00</u> |
| TOTAL - SIGNALIZATION ITEMS (D.O.T. Nos. 620-1-1 Thru 690-100, Inc.) Group 3 (items 191 - 250) | | | | | \$ <u>1,441,780.00</u> |

Bid results will be posted to the Broward County Purchasing website at www.broward.org/purchasing/results/.

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

AUTHORIZED SIGNATURE: _____

By signing this bid sheet your firm is agreeing to
the terms and conditions of the Invitation for Bid.

DANIEL D. WEEKLEY, PRESIDENT

BID SHEET
(Continued)**GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION**
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE (91395) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|--------|----------|---------------------|----------------------|
| 262. | D.O.T. #700-90-12, Sign (Flashing Beacon) (Overhead Mount) (Furnish and Install) | AS | 2 | \$ <u>55,000.00</u> | \$ <u>110,000.00</u> |
| 263. | D.O.T. #700-90-21, Sign (Flashing Beacon) (Relocate) (Ground Mount) | AS | 2 | \$ <u>10,000.00</u> | \$ <u>20,000.00</u> |
| 264. | D.O.T. #700-90-31, Sign (Flashing Beacon) (Remove) (Ground Mount) | AS | 2 | \$ <u>2,300.00</u> | \$ <u>4,600.00</u> |
| 265. | D.O.T. #700-90-34, Sign (Flashing Beacon) (Remove) (Span Wire) | AS | 2 | \$ <u>4,600.00</u> | \$ <u>9,200.00</u> |
| 266. | D.O.T. 705-10-11, Marker (Object) (Post Mount) (Type I) | Ea. | 30 | \$ <u>200.00</u> | \$ <u>6,000.00</u> |
| 267. | D.O.T. #705-10-13, Marker (Object) (Post Mount) (Type III) | Ea. | 30 | \$ <u>200.00</u> | \$ <u>6,000.00</u> |
| 268. | D.O.T. #706-1-12, Pavement Marker (Class B) (Reflective) (Furnish and Install) | Ea. | 2,500 | \$ <u>7.00</u> | \$ <u>17,500.00</u> |
| 269. | D.O.T. #706-2, Pavement Marker (Remove) | Ea. | 500 | \$ <u>1.00</u> | \$ <u>500.00</u> |
| 270. | D.O.T. #710-11, (Paint) Markings (Remove) | Sq. Ft | 500 | \$ <u>4.70</u> | \$ <u>2,350.00</u> |
| 271. | D.O.T. #710-6, Directional Arrows, Painted | Ea. | 50 | \$ <u>49.00</u> | \$ <u>2,450.00</u> |
| 272. | D.O.T. #711-2, Traffic Stripe (Strip) (6") (Thermoplastic) | LF | 25,000 | \$ <u>0.88</u> | \$ <u>22,000.00</u> |

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

BID SHEET
(Continued)**GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION**
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE (91395) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|------|----------|------------------|---------------------|
| 273. | D.O.T. #710-25-61, Solid Traffic Stripe, Painted (6") | LF | 4,000 | \$ <u>0.47</u> | \$ <u>1,880.00</u> |
| 274. | D.O.T. #710-25-181, Solid Traffic Stripe, Painted (18") | LF | 1,000 | \$ <u>1.12</u> | \$ <u>1,120.00</u> |
| 275. | D.O.T. #710-25-241, Solid Traffic Stripe, Painted (24") | LF | 500 | \$ <u>3.50</u> | \$ <u>1,750.00</u> |
| 276. | D.O.T. #710-25-241, Solid Traffic Stripe, Painted (24") | LF | 2,000 | \$ <u>3.50</u> | \$ <u>7,000.00</u> |
| 277. | D.O.T. #710-27, Skip Traffic Stripe Painted | LF | 2,000 | \$ <u>0.60</u> | \$ <u>1,200.00</u> |
| 278. | D.O.T. #711-3, Messages (Pavement) (Thermoplastic) | Ea. | 100 | \$ <u>198.00</u> | \$ <u>19,800.00</u> |
| 279. | D.O.T. #711-4, Arrows (Directional) (Thermoplastic) | Ea. | 500 | \$ <u>77.00</u> | \$ <u>38,500.00</u> |
| 280. | D.O.T. #711-5, Guide Lines | LF | 1,000 | \$ <u>2.50</u> | \$ <u>2,500.00</u> |
| 281. | D.O.T. #711-6-61, Traffic Stripe (Solid) (6") (Thermoplastic) | LF | 1,000 | \$ <u>1.20</u> | \$ <u>1,200.00</u> |
| 282. | D.O.T. #711-6-81, Traffic Stripe (Solid) (8") (Thermoplastic) | LF | 10,000 | \$ <u>1.20</u> | \$ <u>12,000.00</u> |
| 283. | D.O.T. #711-6-121, Traffic Stripe (Solid) (12") (Thermoplastic) | LF | 15,000 | \$ <u>2.35</u> | \$ <u>35,250.00</u> |
| 284. | D.O.T. #711-6-181, Traffic Stripe (Solid) (18") (Thermoplastic) | LF | 20,000 | \$ <u>3.60</u> | \$ <u>72,000.00</u> |

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

BID SHEET
(Continued)**GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION**
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE (91395) DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|--|---|---------|----------|----------------|----------------------|
| 285. | D.O.T. #711-6-241, Traffic Stripe (Solid) (24") (Thermoplastic) | LF | 10,000 | \$ <u>5.90</u> | \$ <u>59,000.00</u> |
| 286. | D.O.T. #711-7, Pavement Marking (Remove) (Thermoplastic) | Sq. Ft. | 500 | \$ <u>8.00</u> | \$ <u>4,000.00</u> |
| TOTAL - SIGNING AND PAVEMENT MARKING ITEMS (D.O.T. Nos. 700-40-1 Thru 711-7, Inc.) Group 4 (Items 251 - 286) | | | | | \$ <u>667,500.00</u> |

[X] Cost for compliance to all Federal and State requirements of the Trench Safety Act*

*NOTE: If the bracket is checked or marked, the Bidder must fill out the Trench Safety Act form, Attachment "M", page 83 of 84, to be considered responsive.

Jobsite visitation is strongly recommended; submission of a Bid will be construed that the Bidder is acquainted sufficiently with the work to be performed.

Bid results will be posted to the Broward County Purchasing website at www.broward.org/purchasing/results/.

Acknowledgment is hereby made of the following Addenda or Amendments (identified by number) received since issuance of this bid:

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

AUTHORIZED SIGNATURE: _____

By signing this bid sheet your firm is agreeing to the terms and conditions of the Invitation for Bid.

DANIEL D. WEEKLEY, PRESIDENT

BID SHEET
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

GROUP 5 (ITEMS 287 THRU 315)

| ITEM NO. | COMMODITY CODE DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|------|----------|--------------------|----------------------|
| | #91395 | | | | |
| 287. | Sanitary Sewer Manhole (Up to 6' deep) DOT 426-1c | Ea. | 11 | \$ <u>3,962.00</u> | \$ <u>43,582.00</u> |
| | #91395 | | | | |
| 288. | Sanitary Sewer Manhole (6' - 8' Deep) DOT 426-2c | Ea. | 4 | \$ <u>6,055.00</u> | \$ <u>24,220.00</u> |
| | #91395 | | | | |
| 289. | Sanitary Sewer Manhole (8' - 10' Deep) DOT 426-2c | Ea. | 2 | \$ <u>7,908.00</u> | \$ <u>15,816.00</u> |
| | #91395 | | | | |
| 290. | 4" or smaller Water main Sch.40 PVC Pipe | LF | 500 | \$ <u>59.00</u> | \$ <u>29,500.00</u> |
| | #91395 | | | | |
| 291. | 6" or smaller Sewer force main, PVC (AWWA C -900, SDR-18 150psi pressure) pipe. | Ea. | 1,000 | \$ <u>87.00</u> | \$ <u>87,000.00</u> |
| | #91395 | | | | |
| 292. | 6" Sewer Gravity main, PVC (ASTM-3034, SDR-26) Non pressure pipe. | Ea. | 2,000 | \$ <u>100.15</u> | \$ <u>200,300.00</u> |
| | #91395 | | | | |
| 293. | Connection Water Service DOT 721-72c | LS | 1 | \$ <u>4,100.00</u> | \$ <u>4,100.00</u> |
| | #91395 | | | | |
| 294. | Connection Sewage Service DOT 721-73c | LS | 1 | \$ <u>3,918.00</u> | \$ <u>3,918.00</u> |

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

BID SHEET
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|------|----------|--------------------|---------------------|
| | #91395 | | | | |
| 295. | Sprinkler Heads Pop-Up Rotating DOT 997-24 | Ea. | 50 | \$ <u>30.00</u> | \$ <u>1,500.00</u> |
| | #91395 | | | | |
| 296. | Fire Hydrant Assembly (complete installation) DOT 997-13c | Ea. | 2 | \$ <u>3,600.00</u> | \$ <u>7,200.00</u> |
| | #91395 | | | | |
| 297. | Sprinkler Line 4" PVC Sch. 40 (includes all pipes fittings, valves, connections, excavation, backfill, restoration, boxes, etc.) | LF | 1,000 | \$ <u>14.00</u> | \$ <u>14,000.00</u> |
| | #91395 | | | | |
| 298. | Sprinkler Line 3" PVC Sch. 40 (includes all pipes fittings, valves, connections, excavation, backfill, restoration, boxes, etc.) | LF | 700 | \$ <u>10.00</u> | \$ <u>7,000.00</u> |
| | #91395 | | | | |
| 299. | Sprinkler Line 2" PVC Sch. 40 (includes all pipes fittings, valves, connections, excavation, backfill, restoration, boxes, etc.) | LF | 500 | \$ <u>9.00</u> | \$ <u>4,500.00</u> |
| | #91395 | | | | |
| 300. | Sprinkler Line 1" PVC Sch. 40 (includes all pipes fittings, valves, connections, excavation, backfill, restoration, boxes, etc.) | LF | 700 | \$ <u>8.00</u> | \$ <u>5,600.00</u> |

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

BID SHEET
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|------|----------|------------------------------|------------------------------|
| | #91395 | | | | |
| 301. | Sprinkler Line 3/4" PVC Sch. 40 (includes all pipes fittings, valves, connections, excavation, backfill, restoration, boxes, etc.) | Ea. | 500 | \$ <u>8.00</u> | \$ <u>4,000.00</u> |
| | #91395 | | | | |
| 302. | Septic Tank & Drainfield (1200) gallons or less DOT 110-86-2e | Ea. | 1 | \$ <u>6,900.00</u> | \$ <u>6,900.00</u> |
| | #91395 | | | | |
| 303. | Abandon Septic Tank (remove & dispose) DOT 110-867e | Ea. | 1 | \$ <u>3,250⁰⁰</u> | \$ <u>3,250⁰⁰</u> |
| | #91395 | | | | |
| 304. | 6" Water main or Sewer main, Ductile Iron Pipe DOT 997-1c | LF | 200 | \$ <u>75.00</u> | \$ <u>15,000.00</u> |
| | #91395 | | | | |
| 305. | 8" Water main or Sewer Main (D.I.P.) DOT 997-2c | LF | 150 | \$ <u>92.00</u> | \$ <u>13,800.00</u> |
| | #91395 | | | | |
| 306. | Sprinkler Heads Pop-Up Rotating DOT 997-24 | Ea. | 100 | \$ <u>40.00</u> | \$ <u>4,000.00</u> |
| | #91395 | | | | |
| 307. | Backflow Preventor 2" (complete installation) (potable water or irrigation) DOT 997-26c | Ea. | 1 | \$ <u>2,695.00</u> | \$ <u>2,695.00</u> |

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

BID SHEET
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

| ITEM NO. | COMMODITY CODE DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|------|----------|-------------|--------------|
| 308. | #91395 Backflow Preventor 6" (complete installation) (potable water or irrigation) DOT 997-29c | Ea. | 1 | \$ 8,750.00 | \$ 8,750.00 |
| 309. | #72073 Flight Submersible Pump, 150 DSC3 15 to 25 HP with 60' Cable | Ea. | 2 | \$ 2.00 | \$ 8,000.00 |
| 310. | #72073 Flight Submersible Pump, 150 DSC3 Less then 10 HP with 60' Cable | Ea. | 4 | \$ 3,600.00 | \$ 14,400.00 |
| 311. | #72072 2" Guide Rail, 304 SS | LF | 60 | \$ 90.00 | \$ 5,400.00 |
| 312. | #72072 2" Upper Guide Rail Bracket 304 SS | Ea. | 12 | \$ 1,100.00 | \$ 13,200.00 |
| 313. | #72072 Cable Holder, 6 hook, 304 SS | Ea. | 6 | \$ 600.00 | \$ 3,600.00 |
| 314. | #72072 Lifting Cable, 20" up to 30 HP, 304 SS | Ea. | 40 | \$ 500.00 | \$ 20,000.00 |
| 315. | #96873 TV Inspection of Lines | Hr. | 10 | \$ 375.00 | \$ 3,750.00. |

TOTAL - SEWER ITEMS
GROUP 5 (ITEMS 287 THRU 315)

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

AUTHORIZED SIGNATURE: _____

By signing this bid sheet your firm is agreeing to
the terms and conditions of the Invitation for Bid.

DANIEL D. WEEKLEY, PRESIDENT

00407.

SCHEDULE OF PRICES BID

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

GROUP 6 (ITEMS 316 THRU 317)

| PAY ITEM NO. | SPEC. NO. | APPROXIMATE QUANTITY AND UNITS | DESCRIPTION | UNIT PRICE | TOTAL EXTENDED PRICE |
|--|----------------------|---|--|------------------------------------|-------------------------------------|
| 316. | TS 02465 | 200 Linear Ft. | Installation of 30" pressure Grouted auger piles of Depth Between 0' to -50' | \$ <u>395.00</u> Per Linear Ft. | \$ <u>79,000.00</u> |
| 317. | TS 02465 | 200 Linear Ft. | Installation of 30" pressure Grouted auger piles of Depth Between 0' to -65' | \$ <u>395.00</u> Per Linear Ft. | \$ <u>79,000.00</u> |
| TOTAL - AUGER PILE ITEMS GROUP 6 (ITEMS 316 THRU 317) | | | | | \$ <u>158,000.00</u> |

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

AUTHORIZED SIGNATURE: _____

By signing this bid sheet your firm is agreeing to
the terms and conditions of the Invitation for Bid.

DANIEL D. WEEKLEY, PRESIDENT

PREVIOUS CONTRACT NO. H-9-03-242-B1

BID NO. H-Z-05-376-B1

BID SHEET
(Continued)

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

In accordance with Paragraph 10.6 of "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

DO YOU QUALIFY FOR THE LOCAL PREFERENCE CLAUSE YES ☒ NO ☐

DO YOU QUALIFY FOR THE DOMESTIC PARTNER CLAUSE YES ☐ NO ☐

RECYCLED CONTENT INFORMATION:

1. IS THE MATERIAL IN THE ABOVE: VIRGIN ☐ OR RECYCLED ☒
(CHECK THE APPLICABLE BOX). IF RECYCLED, WHAT PERCENTAGE 15 %

PRODUCT DESCRIPTION: Asphalt

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: RAP

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

WOULD YOU ACCEPT CREDIT CARDS AS PAYMENT FROM BROWARD COUNTY? YES ☐ NO ☒

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

BID SHEET
(Continued)**GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION**
(NON-SHELTERED MARKET)

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 REQUESTED.

☐ YES ☒ NO

VENDOR FAX # _____

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTS LOCATED IN DADE OR PALM BEACH COUNTIES?

☒ YES ☐ NO

OTHER GOVERNMENTS LOCATED WITHIN THE STATE OF FLORIDA?

☐ YES ☒ NO

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

E-MAIL ADDRESS: Terry@weekleyasp.com

BEEPER #: _____ FEDERAL TAX ID #: 540753039

REMIT ADDRESS: 20701 Stirling Rd
Pembroke Pines, FL 33332

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) 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 FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

NAME OF COMPANY: WEEKLEY ASPHALT PAVING, INC

ATTACHMENT "A"

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

GENERAL:

1. PURPOSE

The purpose of this Contract is to assist the Office of Transportation/Engineering Division/Traffic Engineering Division and other COUNTY Divisions in the construction and/or repair/maintenance of roadway systems.

2. DEFINITIONS

Understood that the Transportation/Engineering Division/Traffic Engineering Division or other appropriate Divisions will represent the Broward County Board of County Commissioners in the management and supervision of this Contract for their projects.

Personnel authorized to issue instructions pertaining to the Contract will hereafter be referred to as the "CONTRACT ADMINISTRATOR" for their project.

For purpose of this Contract, work on a "project" is work in connection with an individual COUNTY Project involving certain improvements to be completed during a designated period of time and at a given location or area.

The word "job" is to be construed to mean the CONTRACTOR'S portion of work, covered under this Contract, on any given project. COUNTY projects are given identifying numbers known as PROJECT numbers. The CONTRACTOR may have more than one (1) job on a given project and each separate job will be assigned a separate purchase order number.

3. QUALITY OF WORK

The CONTRACTOR agrees to do work, covered under this Contract, to the best of his ability and conforming (in materials and workmanship) to the specifications contained or referred to in this Contract and shall pursue the project in a workmanlike manner. The CONTRACTOR further agrees to follow appropriate working drawings or sketches given him and to follow instructions, either verbally or written, issued by the CONTRACT ADMINISTRATOR, insofar as said instructions come within the scope and limitations of this Contract and to use construction equipment which is safe and maintained in good workable condition and to furnish proper direction and supervision to work crews and workmen doing work under this Contract.

ATTACHMENT "A"
(Continued)

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

3. **QUALITY OF WORK** (Continued)

CONSTRUCTION SPECIFICATIONS

- A. All work performed within Broward County jurisdiction rights-of-way shall be performed in accordance with "Minimum Standards Applicable to Public Rights of Way under Broward County Jurisdiction", latest edition, as published by the Broward County Department of Public Works, Engineering Division. Copies of the "minimum Standards" may be purchased at the Broward County Engineering Division, 1 North University Drive, Suite 300B, Plantation, Florida 33324-2038, Telephone No. (954)-557-4555. Each item listed in the Schedule of Prices Bid (pages 12 thru 46) is defined (as to requirements for workmanship and/or materials) in the F.D.O.T. Standard Specifications and listed by the item number for each particular item noted above. Copies of the D.O.T. Standard Specifications may be purchased at the State D.O.T., 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309.

4. **MAINTENANCE OF TRAFFIC AND PROTECTION OF WORK SITE**

The CONTRACTOR shall furnish and install all items necessary in order to re-direct, protect, warn and/or maintain existing vehicular and/or pedestrian traffic during the course of construction, including, as necessary, flagmen and off-duty Police Officers/Sheriff's Deputies. Items to be provided shall include, but not be limited to, barricades, signs, arrow boards, warning/flashing lights, pavement markings and traffic signal modifications.

Prior to beginning work, the CONTRACTOR shall prepare a "Maintenance of Traffic Plan" drawn to a suitable scale. This plan shall be submitted to the County's Traffic Engineering Division [BCTED] for review and shall be amended as requested by the Division. No work shall begin until such time that the "Maintenance of Traffic Plan" has been approved in writing by the Traffic Engineering Division.

- A. The "Maintenance of Traffic plan", provided by the CONTRACTOR, SHALL include provisions for pedestrian and/or school student traffic as well as vehicular traffic. The following are minimum requirements:

A safe walk route for all school students within the vicinity of the construction zone SHALL be maintained during the times students are arriving at or leaving school. If the current walking surface can not be maintained, then a temporary road-rock 4' width walk way SHALL be created. The safe walk route SHALL be separated from the construction activity by a 4 foot high orange construction fence for the entire length of the project or the length of the walk route, whichever is less.

ATTACHMENT "A"
(Continued)

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

4. **MAINTENANCE OF TRAFFIC AND PROTECTION OF WORK SITE** (Continued)

All construction equipment around any designated crosswalk SHALL cease to operate during the times students are arriving at or leaving school. All construction equipment adjacent to a designated walk route SHALL cease operation during these times unless satisfactorily barricaded from the walk route.

In the case that a designated crossing or any portion of the designated walk route can not be maintained, then the CONTRACTOR SHALL notify the "School Safety Coordinator" at Broward County Traffic Engineering Division, (954) 484-9600 Ext. 244, a minimum of ten (10) working days prior to closing that route in order that an alternate crossing/route can be established

It SHALL be the responsibility of the CONTRACTOR to install any necessary Pavement, Road Rock, Pavement Marking and Signage and/or any Pedestrian Signalization and/or Signal Modification to accommodate an existing or alternate walk route.

It SHALL be the CONTRACTOR's responsibility to provide State Certified School Crossing Guards or off duty Police Officers to cross students at any locations other than those previously designated. The CONTRACTOR may use flagmen, ONLY if they are State Certified as a School Crossing Guard.

Ten (10) days prior to the beginning of construction the CONTRACTOR SHALL notify the "School Safety Coordinator" at Broward County Traffic Engineering Division, (954) 484-9600 Ext: 244, to arrange a "pre-construction - safety" meeting.

The CONTRACTOR SHALL BE RESPONSIBLE for providing a safe and adequate walking surface for all school children/pedestrians. This safe walk route SHALL be part of the "Maintenance of Traffic Plan".

- B. The CONTRACTOR, at all times, shall conduct the work in such a manner as to insure the least obstruction to traffic as is practical: Convenience of the general public and of the residents adjacent to the work shall be provided for in a safe and satisfactory manner.

ATTACHMENT "A"
(Continued)

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

4. **MAINTENANCE OF TRAFFIC AND PROTECTION OF WORK SITE** (Continued)

- C. Sidewalks, gutter, drains, fire hydrants and private drives shall, insofar as practical, be kept in condition for their intended uses. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within ten (10) feet of any such hydrant.
- D. Construction materials stored upon the public street shall be placed so as to cause as little obstruction to the general public as is reasonably possible.
- E. Streets shall not be closed, except when and where allowed by the BCTED and, whenever the street is not closed, the work must be conducted with the provision for a safe passageway for vehicular and pedestrian traffic at all times. The CONTRACTOR shall make all necessary arrangements with the BCTED concerning maintenance of traffic and selection of detours required.
- F. All existing traffic control devices shall be maintained by the CONTRACTOR for the duration of the project. If any signs or signals are damaged or lost during the construction period, such signs and signals shall be repaired or replaced by contractor at contractor's expense.
- G. When traffic is diverted temporary pavement markings may be required. Existing pavement markings that conflict with the new work zone traffic pattern must be obliterated by sandblasting and/or water jet. Painting over existing markings (black out) is not permitted.
- H. The CONTRACTOR may be required to reposition existing traffic heads in order to maintain traffic flows at diverted intersections. If this should be necessary the CONTRACTOR must submit a plan for approval showing the course of work and the planned repositioning. No separate payment for repositioning the existing traffic signal heads will be made.

ATTACHMENT "A"
(Continued)

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

5. WORK, EQUIPMENT AND MATERIALS TO BE FURNISHED BY THE CONTRACTOR AND COUNTY

The CONTRACTOR shall furnish all labor and labor supervision for any work covered under this Contract.

5.1 The CONTRACTOR shall furnish all construction equipment, including all necessary tools, for any work covered under this Contract. The CONTRACTOR shall also furnish all materials, including necessary temporary materials such as a forming, bracing, sheathing, guying, scaffolding and other materials necessary to complete the work which do not remain a permanent part of the improvement.

5.2 When the COUNTY elects to have the CONTRACTOR supply materials and/or equipment and no prices for same have been established in this contract, the CONTRACTOR will supply these items as a "pass through" cost (no mark-up allowed). The CONTRACTOR shall be required to submit a final bill of materials with unit costs for all materials purchased by him. This shall be an itemized list of all materials with a unit cost for each material supported by copies of invoices stating costs paid by the CONTRACTOR.

5.3 Pass thru material item Commodity Code # is 913990040000. The cost of the pass thru shall be the lowest of three (3) quotes requested from subs plus 10% profit for the CONTRACTOR, unless the item is sole source, where the three quotes are not required.

5.4 The CONTRACTOR shall be responsible for cleaning up the job-site within forty-eight (48) hours after satisfactory completion of the work on any project. The cost of this clean up is incidental to each item used. Excess material of no value to the COUNTY shall be disposed of by the Contractor in a satisfactory manner in areas provided by the Contractor.

5.5 The cost of any coordination with the CONTRACTOR's subs shall be included in each item.

6. FIELD LAYOUT OF THE WORK AND AS-BUILT DRAWINGS

The entire responsibility for establishing and maintaining line and grade in the field lies with the CONTRACTOR. The CONTRACTOR shall prepare and maintain "As-Built Drawings" of the location and elevation of all pipe lines, pavement, drainage, structures/manholes, and the like and shall deliver these Drawings, in good order to the CONTRACT ADMINISTRATOR when the work is completed. The cost of all such field layout and recording work shall be included in the price bid for the appropriate items. As-Built drawings shall be signed and sealed by a registered surveyor and mapper licensed in the State of Florida, and shall be prepared on mylar or other reproducible materials.

ATTACHMENT "A"
(Continued)

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

7. **MEASURE OF MEASUREMENT**

Measurement for payment of all items of work satisfactorily completed and accepted by the Contract Administrator (or his designee) shall be performed by a Professional Land Surveyor Registered in the State of Florida who is compensated by the Contractor. No separate payment will be made for Surveying services. Unit prices for installation of drainage pipe/French drains shall include compensation for furnishing and installation of pipe, rock, filter fabric liner and de-watering as necessary.

8. **BASIS OF PAYMENT**

Prior to the issuance of the Purchase Order for a job, the COUNTY (CONTRACT ADMINISTRATOR) and CONTRACTOR shall come to a mutual agreement as to time of completion, items and total costs, based on a written estimate submitted by CONTRACTOR. A Purchase Order, when issued, will provide a "not-to-exceed" total cost and completion time for the work.

- 8.1 Determination of amount of payment to be paid to the Contract will be according to the final quantities as measured for each item as indicated and specified under various appropriate group headings of this Contract. Only final payments will be made for each project. No partial payments will be made between beginning and completion of work on any given project, except when duration of the project shall exceed thirty (30) days from commencement of work, and upon written request of the CONTRACTOR. In the event partial payments are made, ten (10%) percent of the amount earned will be withheld from such partial payments until completion and acceptance of the project. Upon acceptance of project by COUNTY and mutual approval by COUNTY and CONTRACTOR of final quantity measurements, COUNTY will make every effort to expedite payment to CONTRACTOR.

9. **RESPONSIBILITY FOR MATERIALS**

The CONTRACTOR shall be responsible for the safety and preservation of all materials and supplies received from the COUNTY, or purchased by him as ordered by the COUNTY, until final inspection of the work and acceptance thereof by the COUNTY. In the event such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, CONTRACTOR shall replace same without cost to COUNTY. When materials are supplied by the COUNTY, the CONTRACTOR is responsible for a visual inspection of the material at the time of his acceptance. If the CONTRACTOR finds the material to have flaws, cracks or other defects, CONTRACTOR shall not take receipt and shall notify the CONTRACT ADMINISTRATOR immediately. After receiving the material, the CONTRACTOR will be responsible for it. A written receipt signed by the CONTRACTOR is required for all materials accepted.

ATTACHMENT "A"
(Continued)

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

10. DEFECTIVE WORK

If at any time before final acceptance of the work, defects shall be found, the CONTRACTOR shall promptly correct such defects, remove and dispose of all defective or unsatisfactory work or materials, and supply other work and/or materials in accordance with the Contract requirements. Completed construction will not relieve the CONTRACTOR of the responsibility for satisfactory work or materials, although the defects may have been overlooked by the CONTRACT ADMINISTRATOR, or may have been the result of damage from any cause. Bidder's attention is called to Section 10 "PERFORMANCE AND PAYMENT GUARANTY," re: requirement for continuation of a bond for a period of one (1) year after completion and acceptance of work performed under this Contract.

11. SITE-RESTORATION

The CONTRACTOR shall remove all excess material and shall clean and restore the site to its original condition or better. All damage as a result of work under this Contract done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, traffic signs, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, catch basins, flagstones, rocked, graveled or stabilized areas or driveways, and including all property not specifically named herein, shall be repaired and/or replaced as necessary by the Contractor at Contractor's expense.

12. STANDARDS

Whenever in these specifications certain standards or regulations are referred to by name and or number, the applicable publication shall be the latest edition thereof.

12.1 Reference by abbreviation is made in accordance with the following list:

AASHTO for American Association of State Highway Officials
ASNI for American National Standards Institute
AREA for American Railroad Engineers Association
ASTM for American Society for Testing Materials
AWWA for American Water Works Association
ASA for American Standards Association

13. TESTING

All tests that are required shall be done by an independent testing laboratory supplied by the COUNTY. The CONTRACTOR shall supply the requested samples for the testing without additional cost to the COUNTY. The cost for the testing shall be paid by the COUNTY. Any test which fails to meet the "Minimum Standards" shall be paid for by the CONTRACTOR by deducting the costs from the contract price.

ATTACHMENT "A"
(Continued)

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

14. EASEMENT PROCEDURES

The CONTRACTOR shall advise property owners prior to beginning construction in an easement. Easement requirements are a part of the easement acquisition agreements between the property owners and the COUNTY. The CONTRACTOR shall consult with, and be advised by the division requesting services of all easement acquisition agreements.

15. ALLOWANCE FOR NON-BROWARD COUNTY PERMIT FEES

Measurement for payment for non-Broward County permit fees will be based upon the actual permit fees required by the CONTRACTOR from the various agencies having jurisdiction for construction of the project, all in accordance with the Contract Documents. The allowance amount shown on the bid schedule is an estimated of permit fees required for the project and is a cost pass through item. The permit fee located on page 10 of 64 will be reconciled with the actual cost by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the ENGINEER will be paid as part of this bid item.

16. PAY ITEM NO. 2a:

16.1 PORT SECURITY – BACKGROUND CHECKS, IDENTIFICATION BADGES AND DOCKSIDE PERMITS:

This allowance item is established in order to reimburse the CONTRACTOR for paying for the requisite criminal background checks, identification badges and dockside permits, in accordance with the Port Security Regulations. CONTRACTOR shall be responsible for insuring that all personnel apply for identification badges and permits. CONTRACTOR shall be solely responsible for insuring that all personnel associated with this project display an identification badge or dockside permit, at all times.

After obtaining and paying for the identification badges and dockside permits, the CONTRACTOR will be reimbursed the cost, from the Port Security – Background Checks, Identification Badges and Dockside Permits Allowance Pay Item. CONTRACTOR shall include copies of paid receipts, identification badges and dockside permits in order to be reimbursed. CONTRACTOR shall request reimbursement on a monthly basis, in conjunction with the Application for Payment. No markup or additional charge by the CONTRACTOR will be allowed. CONTRACTOR may use the allowance amount in any combination of background checks, identification badges and dockside permits.

Once allowance amount is exhausted, CONTRACTOR shall request and be issued a change order for the reimbursement of amounts spent for background checks, identification badges and dockside permits. CONTRACTOR will not be allowed markup or additional charge for the reimbursement costs beyond the allowed amount

ATTACHMENT "A"
(Continued)

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

17. **PAY ITEM NO. 2b – UNSUITABLE SOIL MATERIALS REMOVAL AND DISPOSAL**

17.1 **DESCRIPTION:**

This unit price item is compensation for all unsuitable soil material removal and disposal required to prepare the roadway for base and asphalt installation from the post clearing and grubbing grade to the proposed Subgrade elevation.

17.2 **MEASUREMENT AND PAYMENT:**

This unit price amount is billable on the number of cubic yards of unsuitable material removed and disposed of off-site at a licensed disposal facility as substantiated by truck tickets signed by authorized Port personnel and receipts from the licensed disposal facility. This unit price shall include the operations required to separate unsuitable material from suitable material to be utilized on site.

All other earthwork activities included within this section and described within the construction plans shall be considered incidental and will have no separate payment.

18. **PAY ITEM NO 2c**

18.1 **FLORIDA POWER AND LIGHT (FPL) ALLOWANCE:**

This Allowance Item allows for the CONTRACTOR to be reimbursed the cost of FPL services to relocate their facilities (i.e., underground ducts, manholes, power poles, transformers, cables) which may exist at the project site and conflict with the final plans and specifications for project build out. The CONTRACTOR will coordinate its work with FPL. The cost of any FPL facilities requiring relocation shall be paid for by the CONTRACTOR. The CONTRACTOR shall be reimbursed these FPL costs which will be paid for under the Allowance Pay Item. Payment shall be made to FPL by the CONTRACTOR within seven business days after receipt of invoice. The invoice must be submitted with a copy of the paid FPL invoice and copy of the CONTRACTOR's check, which substantiates payment, on their next Pay Application. No mark up or charge by the CONTRACTOR will be reimbursed. No payment will be made by the COUNTY for FPL repair costs stemming from facilities damaged by the CONTRACTOR.

PREVIOUS CONTRACT NO. H-9-03-242-B1

BID NO. H-Z-05-376-B1

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 Expiry:

Applicant:

Amount: _____
(in United States funds)

(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)

BID GUARANTY FORM
IRREVOCABLE LETTER OF CREDIT (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.

(NAME OF ISSUING BANK)

Authorized Signature

Type Name

Type Title

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 Obligor, 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 _____, 2006, 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; and
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.

PREVIOUS CONTRACT NO. H-9-03-242-B1

BID NO. H-Z-05-376-B1

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., 2006.

(Name of Corporation)

WITNESSES:

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.: _____

PREVIOUS CONTRACT NO. H-9-03-242-B1

BID NO. H-Z-05-376-B1

ATTACHMENT "D"
PERFORMANCE AND PAYMENT GUARANTY FORM
IRREVOCABLE LETTER OF CREDIT

Date of Issue _____

Issuing Bank's No. _____

Beneficiary:

Applicant:

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

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 _____
(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)

PREVIOUS CONTRACT NO. H-9-03-242-B1

BID NO. H-Z-05-376-B1

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.

(NAME OF ISSUING BANK)

Authorized Signature

Type Name

Type Title

PREVIOUS CONTRACT NO. H-9-03-242-B1

BID NO. H-Z-05-376-B1

ATTACHMENT "E"

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

NOTE: THIS DOCUMENT WILL NOT SERVE AS A VALID BOND.

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.

Signed Agent and Attorney-in-Fact Date

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 _____, 2005

Notary Public, State, State of Florida

My Commission Expires: _____

ATTACHMENT "F"
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).


DANIEL D. WEEKLEY, PRESIDENT
 (Print Vendor Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21 day of March, 2006,

by Daniel D. Weekley

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

as President

(Title)

of **WEEKLEY ASPHALT PAVING, INC**

(Name of Corporation/Company)

known to me to be the person described herein, or who produced

(Type of Identification)

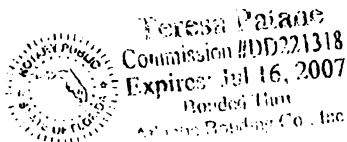
as identification, and who did/did not take an oath.

NOTARY PUBLIC:



(Signature)

(Print Name)



My commission expires: _____

ATTACHMENT "G"
INVITATION FOR BID
SUPPLEMENTAL GENERAL CONDITIONS
LIVING WAGE ORDINANCE

The following is a summary of requirements contained within Broward County Ordinance 2002-45 (Living Wage Ordinance). If there is any conflict between the following summary and the language in Broward County Ordinance 2002-45, the language in Ordinance 2002-45 governs. These terms may supplement the specific requirements of the ordinance in order to effectuate the intent.

Bidders are advised that the provisions of Broward County Ordinance 2002-45 (Living Wage Ordinance) will apply to any contract(s), exceeding \$100,000.00 per year, awarded pursuant to this bid. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Ordinance 2002-45, and acknowledges awareness of the penalties for non-compliance. A copy of this ordinance may be obtained from the purchasing agent issuing this bid.

- I. The bidder, under the terms of the Living Wage Ordinance, must comply with the following details. See the full Ordinance for full information about contractor's obligations at:

http://library1.municode.com/gateway.dll/FL1/florida1/6021/6022?f=templates&fn=default.htm&npu-sername=10288&nppassword=MCC&npc_credentialspresent=true&vid=default

- A. All covered employees, including those of the Bidder's subcontractors, providing service pursuant to the Bidder's contract shall be paid a living wage of no less than \$9.77 per hour with health benefits as described in this section (after October 1, 2005, \$10.15 per hour), or otherwise \$11.05 per hour (after October 1, 2005, \$11.48 per hour), regardless of any contractual relationship which may be alleged to exist between the Bidder and such employees. The Bidder and covered subcontractors, hereinafter referred to as "covered employer" may comply with the living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits, costing the covered employer at least \$1.28 per hour (after October 1, 2005, \$1.33 per hour) toward the provision of health care benefits for employees and their dependents.
- B. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- C. The employer must post in a visible place on the site where such contract work is being performed, a notice specifying the wages/benefits to be paid under County Ordinance 2002-45. This poster will be provided by the County. Bidders shall provide a copy of the requirements of the ordinance to any entity submitting a bid for a subcontract on this contract, prior to their submitting a bid.
- D. The covered employer must print the following statements on the front of the covered employee's first paycheck for work performed for this contract and every six months thereafter: "You are required by Broward County Ordinance to be paid at least (insert applicable rate pursuant to the Ordinance) dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole.

ATTACHMENT "G"
(Continued)
INVITATION FOR BID
SUPPLEMENTAL GENERAL CONDITIONS
LIVING WAGE ORDINANCE

II. LIVING WAGE - INDEXING:

The Living Wage amounts shall be annually indexed to inflation using the Miami PMSA Consumer Price Index for all Urban Consumers (CPI-U), calculated by the United States Department of Commerce. The first indexing adjustment shall occur for the 2004-2005 County fiscal year using the Consumer Price Index figures provided for the calendar year ending December 31, 2003, and thereafter on an annual basis.

Unless amended, the Living Wage Ordinance Indexing will be implemented as follows:

No later than March 30, 2004 and every March 30 thereafter, the County will post the adjusted living wage rates on its Purchasing Division website, and will notify the awarded contractor of these rates which will be effective the following October 1. Service contractors so notified are responsible for notifying existing covered subcontractors of the revised living wage rates no later than July 30. All covered employers shall commence payment of the revised rates to covered employees no later than October 1 of that year.

III. LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES; WITHHOLDING:

In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed.

IV. PAYROLL; BASIC RECORDS; REPORTING:

- A. Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of fringe benefit payments including contributions to approved plans; and other information the Contract Administrator should require from time to time.
- B. The successful bidder shall provide a certificate to the Contract Administrator prior to the award of the contract in substantially the form attached hereto. It must include the name, address, and phone number of the covered employer and a local contact person; the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the Ordinance.
- C. The covered employer shall submit the payroll information required every six months, to the applicable Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.

ATTACHMENT "G"
(Continued)
INVITATION FOR BID
SUPPLEMENTAL GENERAL CONDITIONS
LIVING WAGE ORDINANCE

IV. PAYROLL: BASIC RECORDS: REPORTING: (Continued)

D. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.

V. SUBCONTRACTS:

The service contractor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the sub-contractors to include these clauses in all other subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.

VI. COMPLAINTS AND HEARINGS: TERMINATION AND DEBARMENT:

If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance, the employee may file a complaint with the Office of Professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedures. Covered employers found to have violated the ordinance may suffer any or all sanctions provided for in the ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, debarment. The ordinance also provides employees with a private right of action in court.

PREVIOUS CONTRACT NO. H-9-03-242-B1

BID NO. H-Z-05-376-B1

**ATTACHMENT "G"
BROWARD COUNTY**

LIVING WAGE EMPLOYER CERTIFICATION

(This certification must be provided at the request of the purchasing agent before award of the contract.)

| | | |
|--|---|-------------|
| Employer: <u>Weekley Asphalt Paving, Inc</u> | | Date: _____ |
| Address: <u>20701 Stirling Rd</u> <u>Pembroke Pines, FL 33332</u> | | |
| Phone Number: <u>(954) 680-8005</u> | Local Contact: <u>Daniel D. Weekley</u> | |
| Bid/Contract Number: <u>H205376B1</u> | Address: <u>20701 Stirling Rd, Pembroke Pines, FL 33332</u> | |
| Contract Amount: <u>\$ 8,229,903.00</u> | Phone Number: <u>(954) 680-8005</u> | |
| Department Served: _____ | | |
| Brief Description of Service Provided: _____ | | |

Please check one:

By signing below I hereby certify that the employees listed below:

A. ☐ Receive a minimum pay of \$ _____ per hour and are provided health benefits valued at \$ _____ per hour.

B. ☐ Receive a minimum pay of \$ _____ per hour and are not provided health benefits.

Please check one:

☐ Names of employees to be providing covered services for the above referenced contract:

☐ Names of employees that provided service for this invoice period:

| Names | A or B | Names | A or B |
|-------|--------------------------|-------|--------------------------|
| _____ | <input type="checkbox"/> | _____ | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | _____ | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | _____ | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | _____ | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | _____ | <input type="checkbox"/> |

(Use reverse side or attach information, if needed)

I, _____, _____, hereby certify that _____ is committed to pay all employees working on this contract/project, and therefore covered by the Broward County Living Wage Ordinance 2002-45, in accordance with wage rates and provisions of the Living Wage Ordinance. I further certify that all of the information provided above is true, complete and correct.

By _____ **DANIEL D. WEEKLEY, PRESIDENT**
Signature Print/Type Name and Title

ATTACHMENT "H"**LETTER OF INTENT
To Utilize a Minority/Women Subcontractor/Subconsultant**From: _____
(Name of Proposer/Bidder)

To: Broward County, Selection and Negotiation Committee

Project Description: _____

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

Name of Firm: _____
(Proposed Minority/Women Subcontractor/Subconsultant)Ethnicity/Category: _____
(i.e., Minority Business Enterprise – Black (MBE-B); Hispanic (MBE-H); Woman Business Enterprise (WBE), as reflected in the firm's certificate)

Work Assignment: _____

Percentage of Prime's Contract Fees to be Awarded: _____
(Dollar Amount or Percentage %)_____
(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this _____ day of _____ 200_____.

(Notary's Signature) (Notary Seal)**(ACKNOWLEDGEMENT BY THE PROPOSED M/WBE FIRM)**

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

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

Subscribed and sworn to before me this _____ day of _____ 200_____.

(Notary's Signature) (Notary Seal)

SBDD Compliance Form 2004-1



Governmental Center Annex

115 S. Andrews Avenue, Room A640 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010

Certificate Number: 05-0358

Small Business Development Division

This Certificate is Awarded to:

Bon's Barricades, Inc.

The requirements have been met for certification for:

Minority Business Enterprise and Women-Owned Business Enterprise

As set forth in the Business Opportunity Act of 2004. The Small Business Development Division must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

File # 05-0358 BC-MBE-WBE Certificate Expires: 02/22/08

A handwritten signature in black ink, appearing to read "John E. Rodstrom, Jr.", written over a horizontal line.

Small Business Development Division

Broward County Board of County Commissioners

Josephus Eggleston, Jr. • Ben Graber • Sue Gunthar • Kristin D. Jacobs • Rene Lieberman • John E. Rodstrom, Jr. • Jim Scott
Diana Wasserman-Rubin • Luis Wexler

www.broward.org/smallbusiness

TRANSMARK INC.

Dan Weekley
Weekley Asphalt Paving, Inc.
20855 SW 36 Street
Weston, FL 33332

RE: Women Business Enterprise and Disadvantage Business Enterprise

Gentlemen,

This is to inform you that Transmark Inc. has successfully applied and received certification with Broward County Florida for the category of Women Business Enterprise and Disadvantage Business Enterprise. We are certified under Certificate Number 04-336. Following are Certificates held as well as certification numbers with expiration dates that Transmark Inc. currently holds.

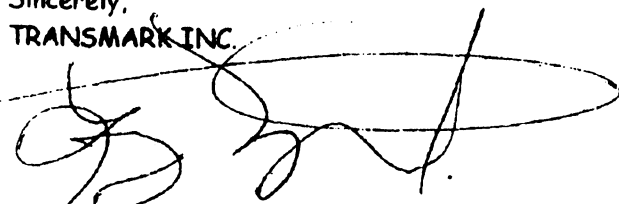
| | | |
|---|----------------|----------------------|
| BROWARD COUNTY DIVISION OF EQUAL EMPLOYMENT AND SMALL BUSINESS OPPORTUNITY | CERT NO. 06-65 | EXPIRES 10- 24-04 |
|---|----------------|----------------------|

| | | |
|------------------------------------|----------------------------|------------------|
| THE SCHOOL BOARD OF BROWARD COUNTY | CERT NO. 7007-5159-02)BIC) | EXPIRES 10/29/04 |
|------------------------------------|----------------------------|------------------|

| | |
|---|-----------------------------------|
| BROWARD COUNTY BC MBE CERTIFICATE BC DBE CERTIFICATE | CERT NO. 04-336 EXPIRES 3/3/07 |
|---|-----------------------------------|

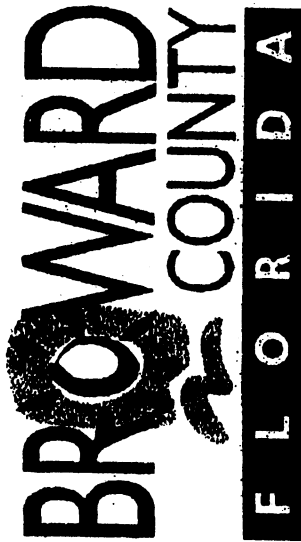
Currently we are **NOT** certified with the Florida Department of Transportation and we will notify you once we have applied and acceptance is complete. We look forward to working with you in the future and hope these certificates will help you in achieving your goals for any work contracted by Broward County or The Broward County School Board. If you need any further information concerning these please contact us at your convenience.

Sincerely,
TRANSMARK INC.



Liz Yount
President

41 S.E. 9TH STREET • SUITE 201 • DEERFIELD BEACH, FLORIDA 33441
954-596-1151 • FAX 954-596-1183



Government Center Annex

115 S. Andrews Avenue, Room A640 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6742

Certificate Number: 04-336

Small Business Development Division

This Certificate is Provided to:

TRANSMARK, INC.

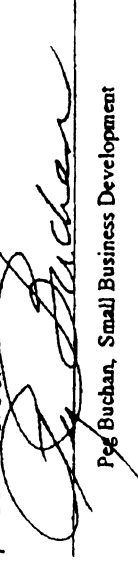
The requirements have been met for certification for:

Woman Business Enterprise and Disadvantage Business Enterprise

As set forth in Article XIV, Chapter 20 of the Broward County Code Ordinances. The Small Business Development Division must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

File #04-336 BC MBE Certificate Commence: 03/03/04 Expires: 03/03/07

BC DBE Certificate Commence: 03/03/04 Expires: 03/03/07



Peg Buchan, Small Business Development

Broward County Board of County Commissioners
Josephus Eggleston, Jr. • Ben Gruber • Sue Gumbarger • Kevin D. Jacobs • Rene Lickert • Lori M. Martin • John E. Robinson, Jr. • Jim Scott • Dana Weissman-Rubin

www.broward.org

BROWARD COUNTY FLORIDA

Certificate Number: 03-857

Small Business Development Division

Government Center Annex
115 S. Andrews Avenue, Room A640 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6742

This Certificate is awarded to:
F.Y.V., INC. D/B/A
MIAMI TROPICAL NYS, INC.

The requirements have been met for certification for:

Minority Business Enterprise and Disadvantage Business Enterprise

As set forth in Article XIV, Chapter 20 of the Broward County Code Ordinances. The Small Business Development Division must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

File #03-709 BC-MBE Certificate Commence: 09/04/03 Expires: 09/05/05

File #03-857 FDOT-DBE Certificate Commence: 12/30/03 Expires: 12/29/06



Fay Becher, Small Business Development

Broward County Board of County Commissioners
Joseph E. Spillane, Jr. • Ben Grier • Ben Chaboyer • Keith G. Smith • Russ Lammiman • Lori Foster Pugh • John E. Rasmussen, Jr. • Jim Smith • Glenn Wasserman-Rubin
Seal of Broward County

BROWARD COUNTY
FLORIDA
Small Business Development Division

Certificate Number: 04-340

Government Center Annex
 115 S. Andrews Avenue, Room A640 • Fort Lauderdale, Florida 33301 • 954-357-8400 • FAX 954-357-6742

GIRALT ENTERPRISES, INC.

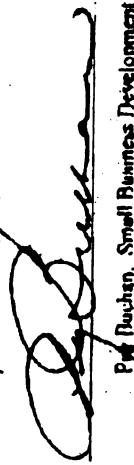
This Certificate is awarded to:

The requirements have been met for certification for:

Minority Business Enterprise and Small Business Enterprise

As set forth in Article XIV, Chapter 20 of the Broward County Code Ordinances. The Small Business Development Division must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

File #04-340 BC SBE & MBE Certificates Commence: 03/01/04 Expires: 03/01/07


 P. Ruchan, Small Business Development

Broward County Board of County Commissioners
 Joseph E. Glickman, Jr. • Don Omer • Sue Gussinger • Heidi D. Smith • Tony Williams • Carl Harris • John E. Ruggin, Jr. • Jim Esch • Dana Williams-Rubin
 www.broward.org



Office of Economic Development

SMALL BUSINESS DEVELOPMENT DIVISION

Government Center Annex

115 S. Andrews Avenue, Room A640 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6742

December 26, 2003

Ms. Yamilet Chelala-Ros
Hi-Tech Concrete, Inc.
11335 SW 208th Drive
Miami, FL 33189

Dear Ms. Chelala-Ros

The Small Business Development Division is pleased to announce that your company has been certified as a Minority/Woman Business Enterprise (MBE/WBE) Hispanic, for a period of three (3) years. This certification is based on a review of your information affidavit and other documents submitted. It is subject to a validation on a project by project basis.

Certification by this office enables your company to participate in contracting opportunities offered through Broward County Government as a Minority Business Enterprise firm. It does not guarantee that your company will receive work. You are certified to participate in the following category(s):

Concrete Work

Any changes in the company ownership, control, operations, address, telephone number, or other change that substantially alters ownership and/or control by the minority principal(s) must be filed with this office not later than thirty (30) days after the change.

Questions concerning the certification process may be directed to this office at (954) 357-6400.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronnie Escano".

Ronnie Escano, Manager
Small Business Development Division

CERTIFICATION APPROVAL DATE: 12/18/2003

CERTIFICATION EXPIRATION DATE: 12/18/2006

cc: Peg Buchan

RECEIVED 03-21-06 11:53

FROM- 3052595553

TO-

WEEKLEY ASPHALT

P002/007

Broward County Commissioners

John F. Rodstrom, Jr. • Jim Scott • Diana Wasserman

SMALL BUSINESS DEVELOPMENT DIVISION

Certificate Number: 04-183

Office of Economic Development

Government Center Annex

116 S. Andrews Avenue, Room A640, Fort Lauderdale, Florida 33301, 954-357-8285, FAX 954-357-7817

This certificate is awarded to

HI-TECH CONCRETE, INC.

The requirements have been met for certification for

MBE/WBE

as set forth in the Article XIV, Chapter 20 of the

Broward County Code of Ordinances

The Small Business Development Division must be notified within 30 days of any material changes in the business which affect ownership and control.

Failure to do so may result in the revocation of this certification and/or imposition of other sanctions.

Certification Commences: 12/18/03

Certification Expires: 12/18/06



Ronnie Eason, Manager Small Business Development Division

BROWARD COUNTY FLORIDA

Broward County Board of County Commissioners
Commissioners: A. "Son" Chavira, Tom Coughlin, Keith D. Jantz, Steve Lammiman, "Red" Lammiman, John S. Mendenhall, Jr., Joe Smith, David Thompson
www.broward.org

RECEIVED 03-21-06 11:53 FROM- 3052595553

TO- WEEKLEY ASPHALT

P003/007

BROWARD COUNTY
FLORIDA

Certificate Number: 05-0052

Small Business Development Division

Governmental Center Annex
115 S. Andrews Avenue, Room A640 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010

This Certificate is Awarded to:

Moore/Walters & Assoc., Inc. d/b/a Rickisha Enterprises

The requirements have been met for certification for:

Minority Business Enterprise and Small Business Enterprise

As set forth in the Business Opportunity Act of 2004, The Small Business Development Division must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

FIN 005-0052 DC-MAGAZINE Certificate Completion: 10/15/04 Expires: 10/15/07

THE BOSTON PUBLIC LIBRARY

Grand County Board of County Commissioners
Josephine Corporation, Jr. • Ben Carter • Dan Cummings • Ralph D. Smith • Ross Lippman • Lari Nixon Parish • John E. Peterson, Jr.
• Joe Smith • Elmer Thompson-Park
members of the board of directors

ATTACHMENT "J"

**M/WBE
UNAVAILABILITY REPORT**

RLI/BID NO. _____

(NAME OF PRIME CONTRACTOR) _____ (ADDRESS) _____ (TELEPHONE NO.) _____

The undersigned representative of the Prime Contractor personally appeared before the undersigned officer authorized to administer oaths who after being duly sworn states that the undersigned has contacted the M/WBEs listed below and that said M/WBEs are unavailable to perform or submit a bid which was not the low acceptable bid set forth and that the following information regarding M/WBE subcontractors is true and correct to the best of his/her knowledge:

1. The following M/WBE contractors were invited to bid subcontract work, but were not available to work. (Attach list if necessary.)

NameM/WBE Group_____

2. The following M/WBE contractors were invited to bid subcontract work, but did not respond to the invitation. (Attach list if necessary.)

NameM/WBE Group_____

3. The following M/WBE contractors submitted bids which were not the low acceptable bids. (Attach list if necessary.)

NameM/WBE Group_____

If you did not get any responses to your solicitation of M/WBE contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

Signature: _____

Title: _____

Date: _____

SBDD Compliance Form 2004-3

PREVIOUS CONTRACT NO. H-9-03-242-B1

BID NO. H-Z-05-376-B1

ATTACHMENT "K"

M/WBE CONTRACT COMPLIANCE

Project Name: _____ Contract No.: _____

| M/WBE Name/Address | Description of Project | Date/ Amount Of Payment | M/WBE Status | Comments |
|-----------------------|---------------------------|-------------------------------|-----------------|----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

M/WBE Contract Compliance Form #133
11/23/04

ATTACHMENT "L"
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 _____,
 (Name of person whose signature is being notarized) (Title)
 of _____, known to me to be the person described
 (Name of corporation/entity)
 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: _____

PREVIOUS CONTRACT NO. H-9-03-242-B1

BID NO. H-Z-05-376-B1

ATTACHMENT "M"
SUPPLEMENTAL TO BID/TENDER FORM
TRENCH SAFETY ACT

**THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED
RESPONSIVE**

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

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

The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

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

The Bidder further identified the costs and methods summarized below:

| Description | Unit | Quantity | Unit Price | Extended | Method |
|-----------------------|------------|--------------|---------------|--------------------|----------------|
| <u>Shoring Trench</u> | <u>LF.</u> | <u>5,800</u> | <u>\$5.00</u> | <u>\$29,000.00</u> | <u>Shoring</u> |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Total \$29,000.00

IN ORDER TO BE CONSIDERED RESPONSIVE, THE BIDDER MUST COMPLETE* THIS FORM, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENT.

WEEKLEY ASPHALT PAVING, INC

Name of Bidder

Authorized Signature of Bidder

DANIEL D. WEEKLEY, PRESIDENT

***COMPLETION REQUIRES FILLING IN THE APPROPRIATE DETAILS UNDER THE HEADINGS, I.E., DESCRIPTION, UNIT, QUANTITY, UNIT PRICE, EXTENDED, AND METHOD.**

ATTACHMENT "N"**Insurance Request to provide Maintenance, Installation, and Repair Services for Roadway Systems**

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

| TYPE OF INSURANCE | Limits on Liability in Thousands of Dollars | | |
|--|--|-----------------|----------------------------------|
| | | Each Occurrence | Aggregate |
| GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury | Bodily Injury | | |
| | Property Damage | | |
| | Bodily Injury and Property Damage Combined | \$1,000K | \$1,000K |
| | Personal Injury | | |
| | | | |
| AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable | Bodily Injury (each person) | | |
| | Bodily Injury (each accident) | | |
| | Property Damage | | |
| | Bodily Injury and Property Damage Combined | \$500K | |
| EXCESS LIABILITY/UMBRELLA <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form | Bodily Injury and Property Damage Combined | \$ | \$ |
| <input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *) | <input checked="" type="checkbox"/> STATUTORY (each accident) | | \$100K MIN |
| <input type="checkbox"/> PROFESSIONAL LIABILITY - E&O | Max. Ded. \$ VENDOR RESPONSIBLE FOR DEDUCTIBLE | | \$ |
| <input type="checkbox"/> PROPERTY COVERAGE / BUILDERS RISK INCLUDE WIND AND FLOOD INS. | Max. Ded. \$ VENDOR RESPONSIBLE FOR DEDUCTIBLE Applicable to construction | | Agreed value Replacement Cost |
| <input checked="" type="checkbox"/> If project greater than \$10k - installation floater required for replacement of material, equipment, installation. All risk, agreed value. Otherwise, contractor will be responsible for tools, materials, equipment, machinery etc, until completion, acceptance by County and County takes possession. | Maximum Deductible \$ 10K deductible Each Claim VENDOR RESPONSIBLE FOR DEDUCTIBLE | | Agreed value |
| Description of Operations/Locations/Venues: Certificate must show on general liability and excess liability Additional Insured: Broward County Board of County Commissioners, Broward County, Florida. Also when applicable certificate should show B.C.B.C as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI, RFP, and project manager on COI. | | | |

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attach to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act & Jones Act

CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder:
 Broward County Board of County Commissioners
 Purchasing Division, RM 212
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
 RE: (Bid H-Z-05-376-B1, A. Potter, Purchasing)

InsuranceL.misForm 03 Revised certificateofinsrevised2005 DOC COI

D. S. George
 Darlene S. George / Daniel F. Clark
 Risk Management Division
 1/26/06
 Date Issued

ATTACHMENT "A"

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 - AUGERD PRESSURE-GROUTED PILES

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The work covered by these specifications consists of furnishing all labor, material and equipment for installing augered pressure grouted (APG) piles (hereafter referred to as "piles") of the dimensions shown on the Drawings at locations as needed.

1.02 EXPERIENCE

- A. The CONTRACTOR, as required by the Contract Administrator, shall furnish records of his past successful experience in performing this type of work and shall submit for approval, records showing prior experience with successful installation of augered pressure grouted piles. The CONTRACTOR shall have a superintendent and operators experienced in this type of work in charge. The CONTRACTOR shall not replace the superintendent without written consent by the Contract Administrator.
- B. The CONTRACTOR shall also provide a description of the materials to be used and the proposed method of operations, and furnish records and data to demonstrate that the finished piles will meet, in all respects, the quality and properties required by these Specifications.

1.03 QUALITY CONTROL

- A. General:
The CONTRACTOR shall provide and maintain a quality control system in accordance with the following requirements:
- B. Grout Mixture
1. The CONTRACTOR shall provide mix designs to be used consistently without modification, unless otherwise directed by the Contract Administrator. The final design mix must be submitted to the Contract Administrator prior to the installation of piles.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 - AUGERD PRESSURE-GROUTED PILES

PART 1 - GENERAL (Continued)

1.03 **QUALITY CONTROL** (Continued)

B. **Grout Mixture** (Continued)

2. The CONTRACTOR shall submit to the Contract Administrator, a certification that quantities and materials used are in accordance with the requirements of the mix design and this Specification. Certification shall include, but not be limited to, plant batch ticket for each load that includes measurements of all quantities of materials batched and daily test reports of materials used. The material shall be tested by an independent testing laboratory.

C. **Tests:**

During each 8-hour shift, representative samples of the concrete mortar shall be obtained and tested. At least six standard mortar cubes will be made and tested for each 50 cubic yards of concrete placed in accordance with ASTM C109-80, with the exception that the grout should be restrained from expansion by a top plate. One specimen will be tested at the age of 3 days, followed by one specimen at the age of 7 days, one specimen at the age of 14 days, two specimens at the age of 28 days, and one specimen at the age of 56 days if necessary. Compressive strength tests shall be made by the Testing Laboratory. The test results will be submitted to the Contract Administrator within 7 days of completion of the testing.

D. **Records**

1. The CONTRACTOR shall provide daily records in a form suitable to the Contract Administrator that shall contain, but not be limited to, the following information regarding piles installed:
 - a. Number of piles installed (location shown on Drawings).
 - b. Batch plant test results and certifications.
 - c. Results of calibration of the pump.
 - d. Any other pertinent information.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 – AUGERD PRESSURE-GROUTED PILES

PART 1 – GENERAL (Continued)

1.03 **QUALITY CONTROL** (Continued)

E. **Submittals**

1. The CONTRACTOR shall submit to the Contract Administrator the following items for review and approval:
 - a. Names of Project Manager, Superintendent, and Foreman who will be in charge of this project.
 - b. A description of equipment and method of the installation of piles.
 - c. Grout mix designs.
 - d. Calibration of gauge and pump.
 - e. Certificates of grout mix issued by the batch plant.
 - f. Daily records of pile installation as described in Section 1.4.D, "Records".
 - g. A description of equipment and method for the installation of battered piles, if applicable.

1.04 **JOB CONDITIONS**

A. **Site Information**

1. Subsurface conditions at the site have been investigated by engineering borings. Log borings are shown on the Drawings. The data provided concerning subsurface conditions are not intended as complete representations or warranties of the continuity of such conditions. It is expressly understood that the Owner will not be responsible for interpretation or conclusions drawn therefrom by the CONTRACTOR. The data are made available for the convenience of the CONTRACTOR.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 – AUGERD PRESSURE-GROUTED PILES

PART 1 – GENERAL (Continued)

1.04 JOB CONDITIONS (Continued)

A. Site Information (Continued)

2. Additional test borings and other exploratory operations may be made by the CONTRACTOR at no additional cost to the Owner, provided such operations are acceptable to the Contract Administrator.

B. Protection of Existing Structures

1. The CONTRACTOR shall protect structures, underground utilities, existing foundations and other construction from damage by pile installation operation at no additional cost to the Owner. Protection methods shall be submitted to the Contract Administrator for approval prior to construction.

C. Layout of Piles

1. The CONTRACTOR shall locate piles as indicated on the Drawings. The CONTRACTOR shall be solely responsible for locating piles within tolerances specified at the plan locations shown on the Drawings.

1.05 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only. The revision in effect at the time of contract shall be applicable standard for the contract.

B. American Society for Testing and Materials (ASTM) Publications:

A615 Specifications for Deformed Billet-Steel Bars for Concrete Reinforcement

C31 Making and Curing Concrete Test Specimens in the Field

C33 Concrete Aggregates

C95 Specifications for Ready Mixed Concrete

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 – AUGERD PRESSURE-GROUTED PILES

PART 1 – GENERAL (Continued)

1.05 APPLICABLE PUBLICATIONS (Continued)

B. American Society for Testing and Materials (ASTM) Publications:
(Continued)

C109 Compressive Strength of Hydraulic Cement Mortar

C150 Fly Ash and Raw or Calcined Natural Pozzolan for Use as a
Mineral Admixture in Portland Cement Concrete

C937 Grout Fluidifier for Preplaced-Aggregate Concrete

C939 Flow of Grout for Preplaced-Aggregate Concrete

C942 Compressive strength of Grouts and Preplaced-Aggregate in the
Laboratory

C. American Concrete Institute (ACI)

AC304 Recommended Practice for Measuring, Mixing, Transporting, and
Placing Concrete

ACI-305R Hot Weather Concrete

1.06 FOUNDATION DESIGN

A. All shafts shall be installed as shown on the Drawings. Adjustment to the final
tip elevation may be made at the discretion of the Geotechnical Engineer
Inspector with approval of the Contract Administrator.

B. Per applicable codes, the maximum allowable compressive stresses on
the pile section shall be 25 percent of the 28 day grout strength. Steel
reinforcement shall be provided for all compression and tension piles in
accordance with the Contract Drawings. Reinforcing steel shall be fitted
with spacers to assure proper centering within the pile shaft, and to
maintain specified side clearances.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 - AUGERD PRESSURE-GROUTED PILES

PART 2 - MATERIALS AND EQUIPMENT

2.01 MATERIALS

- A. Grout used to form the pile shall consist of a mixture of Portland cement, fine aggregate, flash and water so proportioned and mixed as to produce a grout capable of maintaining the solids in suspension without appreciable water gain and which may be pumped without difficulty and fill any voids in the foundation material. Mineral filler and fluidifier conforming to these Specifications may be used at the option of the CONTRACTOR. These materials shall be so proportioned as to provide a minimum hardened grout strength in the piles of 7,000 psi at 28 days when tested in accordance with the provisions of ASTM C109 with flow in the range of 12-25 seconds, at the time of placement. At least sixty percent (60 percent) of the strength shall be attained at the end of seven (7) days. Should this requirement not be met, the Contract Administrator may require replacement pile(s). The CONTRACTOR shall install all replacement piles at no additional cost to the Owner.
- B. Portland cement shall conform to ASTM C150, Type II.
- C. Mineral filler, if used, shall be slag, flash or other approved pozzolanic material conforming to ASTM C618. The use of mineral filler shall be at the CONTRACTOR's option.
- D. If the CONTRACTOR elects to use a grout fluidifier, the fluidifier shall meet with requirements of ASTM C937.
- E. Water shall be fresh, clean, and free from injurious amounts of sewage, oil, acid, alkali, salts or organic matter. Water should not be added at the job site.
- F. Other admixtures shall not be used.
- G. Fine aggregate shall meet the requirements of ASTM C33, except that grading may be modified if compressive strength requirements are satisfied.
- H. The grout shall be mixed in accordance with the applicable requirements of ASTM C94.
- I. Reinforcement shall conform to requirements of ASTM A615, Grade 60 Steel.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 - AUGERD PRESSURE-GROUTED PILES

PART 2 - MATERIALS AND EQUIPMENT (Continued)

2.02 EQUIPMENT REQUIREMENTS

- A The auger flighting shall be continuous from the auger head to the top of auger with no gaps or other breaks.
- 1 It is the CONTRACTOR's responsibility to verify that the sections of auger are sufficient in diameter and length so as to ensure that the proper hole size and the design length from the top of ground to the tip of pile will be constructed. CONTRACTOR shall provide auger length capability to the minimum specified tip elevation plus an additional minimum 10 feet in length.
 2. The auger leads shall be equipped with a stabilizing device so as to prevent their rotation.
 3. The CONTRACTOR shall provide clear scales on the auger lead for rapid determination of augering depth by the Geotechnical Engineer Inspector.
 4. A bottom guide shall be attached to the leads for the prevention of auger "whipping". On auger lengths exceeding 40 feet in length, a middle guide should be attached to the leads.
 5. The minimum inside diameter (I.D.) of the hollow shaft of the auger flight shall be 2-1/2 inches. The grout injection equipment shall be provided with a grout pressure gauge placed in clear view of the operator and the Inspector.
 6. The auger hoisting equipment shall be capable of withdrawing the auger smoothly and at a constant rate.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 - AUGERD PRESSURE-GROUTED PILES

PART 2 - MATERIALS AND EQUIPMENT (Continued)

2.02 EQUIPMENT REQUIREMENTS (Continued)

7. The grout pump shall be a positive displacement pump of approved design capable of generating 350 psi. The pump pressure during grout injection should be a minimum of 250 psi. Pressure gauge should be in good condition and should be installed on the hose within 50 feet hose length from the pump. The pressure on the gauge should read between 150 psi and 200 psi during grout injection. The grout pump shall be calibrated before the first pile is installed and at any time the Inspector requests calibration. A screen to remove oil or other rust inhibitors shall be removed from the mixing drums, stirring mechanisms, and other portions of the equipment in contact with the grout before the mixers are used.

PART 3 - CONSTRUCTION

3.01 SITE CONDITIONS

- A. The CONTRACTOR shall examine the areas and conditions under which piles are to be installed. The CONTRACTOR shall remedy any conditions detrimental to the proper and timely completion of the work. The work shall not proceed until unsatisfactory conditions have been corrected in a manner acceptable to the Inspector.

3.02 PILES

A. Location

1. Piles shall be located as shown on the Construction Drawings or as otherwise directed by the Owner. Centers of vertical piles shall be located at an accuracy of plus or minus 4 inches for groups of 6 piles or more and 3 inches for groups of less than 6 piles at the cut-off elevation. Centers of battered piles (when appropriate) shall be located at an accuracy of plus or minus 6 inches at the cut-off elevation.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 - AUGERD PRESSURE-GROUTED PILES

PART 3 - CONSTRUCTION (Continued)

3.02 **PILES** (Continued)

A. **Location** (Continued)

2. Some piles may be located adjacent to existing pile supported structures. The CONTRACTOR shall use extreme caution when augering to avoid damage of adjacent structures, using protection methods if necessary as explained in Article 1.04.B.

B. **Tip Elevation**

1. Piles shall be installed to a minimum tip elevation as shown on the Contract Documents. Adjustments to final tip elevation may be made at the discretion of the Geotechnical Engineer Inspector.

C. **Cut-off Elevation**

1. All piles shall be installed with top of the piles at the grade specified in the plans. If piles are installed with grade less than 1-1/2 feet below cutoff elevation, the piles shall have a metal collar set to protect the fresh grout at the top of the piles.

D. **Obstructions**

1. In the event that obstructions are encountered that prevent penetration of the auger to the required depth, the short hole shall be filled with grout and replacement pile(s) shall be installed. The Structural Engineer shall determine the location of replacement pile(s).

E. **Tolerances**

1. Cutoff elevation of the piles shall be level to plus one inch or minus 2 inches tolerance.
2. Pile shafts shall be placed with a variation of not more than 2 inches per 10 feet from vertical or batter and as shown on the Construction Drawings. The maximum variation of the top of the vertical piles from the position shown on the drawings shall be not more than 4 inches for groups of 6 piles or more and 3 inches for groups of less than 6 piles. Battered piles shall be placed with a variation of the top of the piles at cutoff elevation from the position shown on the Construction Drawings of not more than 6 inches.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 - AUGERD PRESSURE-GROUTED PILES

PART 3 - CONSTRUCTION (Continued)

3.02 PILES (Continued)

F. Spacing

1. Adjacent piles shall not be placed closer than 8 feet center-to-center until the grout in the piles has set for at least 6 hours.

G. Mixing and Pumping of Grout

1. Only approved mixing and pump equipment shall be used in the preparation and handling of the grout.
 - a. Materials shall be measured by weight as they are fed to the mixer, except water which may be measured by volume. The time of mixing shall be such as to produce a homogeneous grout of the desired consistency and shall be not less than 1 minute. If agitated continuously, the grout may be held in the mixer or agitator for a period not exceeding 90 minutes. Group temperature at time of placement should not exceed 95 degrees (F).
 - b. Piles constructed with grout in excess of 90 minutes old, or temperature in excess of 95 degrees (F) shall be rejected unless supplemental cube sets are made which verify grout strengths are achieved. Grout in excess of 120 minutes old or 100 degrees (F) shall be summarily rejected.
 - c. The grout shall meet the compressive strength specified. At no time shall the CONTRACTOR use more water than the requirements as recommended by the manufacturer of the fluidifier agent. The CONTRACTOR shall check periodically each day the materials are being mixed.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 - AUGERD PRESSURE-GROUTED PILES

PART 3 - CONSTRUCTION (Continued)

3.02 **PILES** (Continued)

G. **Mixing and Pumping of Grout** (Continued)

- d. When hot weather conditions exist that would seriously impair the quality and strength of grout, grout should be placed in compliance with ACI -305R-77.

H. **Pile Installation**

1. The CONTRACTOR shall be required to give the Owner's Geotechnical Engineer at least 3 days notice prior to the start of installation of piles. The CONTRACTOR shall submit a pile numbering plan and schedule for pile installation. Piles shall not be installed until the schedule is approved by the Construction Manager. At no time shall the CONTRACTOR install piles without the presence of the Geotechnical Engineer Inspector representing the Owner. The CONTRACTOR shall provide full cooperation to the Inspector during installation of the piles for proper execution of his duties. If such cooperation is not forthcoming, the Inspector shall have the right to suspend further work until the problem is remedied.
2. Piles shall be installed by the rotation of a continuous flight hollow-shaft auger into the ground to the tip elevation established by the requirements specified in these Specifications. Grout should then be injected through the auger shaft as the auger is being withdrawn in such a way as to exert pressure on the soil surrounding the grout-filled pile hole. While the mortar is still fluid, the steel reinforcements shall be placed as shown on the Construction Drawings.
3. The leads and auger shall be on a proper alignment in all directions before augering starts. A check of same should be made during augering and while retracting during the mortar placing process.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 - AUGERD PRESSURE-GROUTED PILES

PART 3 - CONSTRUCTION (Continued)

3.02 **PILES** (Continued)

H. **Pile Installation** (Continued)

4. The CONTRACTOR shall establish an accurate method of determining the auger depth, including graduated scaled leads with clear depth marks on visible sides of the leads.
5. The hole in the bottom of the auger shall be plugged while the auger is advanced into the ground. Prior to grouting, the plug shall be removed by grout pressure. When this procedure is followed, the auger shall be rotated to its original depth to ensure that the grout is being placed at the bottom of the augered hole. At the bottom of the augered hole, grout shall be pumped until a minimum of 15 feet grout head in the hole is obtained. The auger shall remain rotating when the grout is being pumped and shall have a positive rotation throughout the pumping process. The grout shall be pumped with an initial pressure of approximately 250 psi at the pump as the auger is withdrawn. If there is a lapse in the operation of pumping, the grout shall be re-circulated through the pump, or through the mixer drum and agitator and pump.
6. Rate of grout injection and rate of auger withdrawal from the soil shall be so coordinated as to maintain at all times a positive reading on the pressure gauge. The auger shall not be withdrawn from the hole if there is no positive return flow at the top of the augered hole.
7. The grout take and total pile installation shall be at least 15 percent greater than the theoretical volume of the pile or as instructed by the Inspector. If, in the opinion of the inspector, less grout is placed than required for any 5 feet or greater interval, the pile shall be reinstalled by rotating the auger to a depth of 5 feet below the bottom of the interval followed by controlled removal and grout injection.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 – AUGERD PRESSURE-GROUTED PILES

PART 3 – CONSTRUCTION (Continued)

3.02' PILES (Continued)

H. Pile Installation (Continued)

8. The auger shall not be raised such a distance or at a rate which exceeds the capacity of the pump. The desired lifts should be of a reasonably smooth nature. A grout head of at least 15 feet shall be maintained throughout the pumping process.
9. If the auger is raised in an erratic manner or a sudden drop in the pumping pressure is observed, the auger should be penetrated at least 5 feet below the depth where this occurred. The mortar pump will continue to pump while the auger is rotated to obtain this depth. When this operation is completed, the normal pumping and raising process may be continued.
10. The CONTRACTOR's foreman shall read the depth of auger tip at the beginning of the fresh grout return at the top of the augered hole and shall relate this information to the Inspector.
11. Reinforcement steel shall be embedded in the piles as shown on the Construction Drawings while the grout is fluid. If reinforcement steel can not be readily inserted full depth into the pile, the steel shall be removed and the pile shall be redrilled and regouted at the CONTRACTOR's expense.
12. Should an obstruction be encountered which may prevent the advancement of penetration of the auger, the structural and geotechnical engineers shall be informed. The hole shall be filled with mortar so as to eliminate any voids and replacement pile(s) added, as directed by the Structural Engineer.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 – AUGERD PRESSURE-GROUTED PILES

PART 3 – CONSTRUCTION (Continued)

3.02 **PILES** (Continued)

I. **Post Installation**

1. Immediately after pumping the pile and removing the auger, the pile shall be protected.
2. Piles shall be periodically checked by the CONTRACTOR to determine if the grout in the piles has settled. Grout shall be added to the top to maintain the proper elevation. Additional grout shall be added before the grout in the pile has reached its initial set. If the grout in the pile is allowed to settle more than 2 feet before grout is added, the Geotechnical Engineer will determine if the top portion of the grout in the pile will be purged.
3. If 6 inches or more of water is found on top of the grout, the water shall be purged out of the pile by placing a hose or pipe at least 3 feet below the grout elevation and pumping additional grout in accordance with the direction of the Inspector may be required.
4. The as-installed plan location and cut off elevation of each pile shall be determined by a licensed surveyor employed by the CONTRACTOR, and the results submitted to the Contract Administrator. The survey shall show pile number, cutoff elevation as installed and deviations from plan location. The Owner's Structural Engineer can waive the as-installed survey requirement; if visual inspection by the Structural Engineer indicates that piles are installed within the tolerable limits.

J. **Unacceptable Piles**

1. Piles not meeting the preceding specifications or which are damaged due to the CONTRACTOR's operations after installation shall be considered unacceptable. The CONTRACTOR shall install additional piles as directed by the Contract Administrator to replace the unacceptable piles, all at the CONTRACTOR's expense. Redesign and enlargement of pile caps may be necessary. The CONTRACTOR shall pay for the redesign at a rate that is to be established between the CONTRACTOR and the Owner.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION
(NON-SHELTERED MARKET)

SECTION 02465 - AUGERD PRESSURE-GROUTED PILES

PART 3 - CONSTRUCTION (Continued)

3.02 **PILES** (Continued)

K. **Final Site Cleanup**

1. Restore all materials and finishes that are damaged as a result of the CONTRACTOR's operations to the original conditions.
2. Remove all debris and clean all items related to and affected by the pile installation operations.
3. Remove from the site the CONTRACTOR-owned items after completion of the pile installation.
4. Perform all final cleaning to the satisfaction of the Owner.

PART 4 - MEASUREMENT AND PAYMENT

- 4.01 Pay Items No. 8A-8B - Furnish and Install 30-inch Diameter Augered Pressure-Grouted Piles.

Description:

The price per foot of piling includes the total cost for equipment, material and labor required to install the piling in accordance with the Drawings and Specifications.

Measurement and Payment:

Payment will be based upon the feet of pile augered and grouted as measured by the threshold inspector, in accordance with the Drawings and Specifications and accepted by the Contract Administrator. Price is based on a minimum of four piles per location.

- 4.01 All other activities associated with the installation of auger-cast piles shall be considered incidental, and will have no separate payment.

END OF SECTION

GRMC-PB12-2005
AP/MM/0301/PB03-2006
3/1/06

PREVIOUS CONTRACT NO. H-9-03-242-B1BID NO. H-2-05-376-B1

ATTACHMENT "I"

SCHEDULE OF MWBE PARTICIPATION

(To be submitted with an executed Letter of Intent from each MWBE firm listed in this form)

| | | |
|---|-------------------|---|
| BID/RLI #: <u>H205376B1</u> | PROJECT LOCATION: | DATE FORM SUBMITTED: <u>03/21/06</u> |
| PROJECT NAME: <u>General Roadway/miscellaneous</u> | | PROJECT START DATE: |
| PRIME CONTRACTOR: <u>Weekley Asphalt Paving, Inc.</u> | | ADDRESS: <u>20701 Stirling Rd, Pembroke Pines, FL 33332</u> |
| CONTACT PERSON: <u>Daniel D. Weekley</u> | | TELEPHONE #: (1954) 680-8005 FAX: (1954) 680-8671 |

| Subcontractor | MWBE Classification | Address | Phone | Type of Work To Be Performed | Sub-Contract Amount (Agreed Price and Percentage %) |
|---|---------------------|----------------------------------|--------------|---|--|
| Bon's | F | 5181 NW 108 Ave, Sunrise | 954-578-7566 | Maint of Traffic | \$ 2nd 1 |
| Transmark | F | 11524 SW 47 St, Miami | 954-954-1151 | Stripping | \$ 3rd 1 |
| Miami Tropical | F | 12520 SW 47 St, Miami | 305-554-3490 | Stripping | \$ 3rd 1 |
| Carroll | H | 12200 SW 94 St, Miami | 305-234-6463 | Furnish Material/Asphalt | \$ 3rd 1 |
| High Tech Stripping | H | 940 NW 144 St, Miami | 305-884-0166 | Stripping | \$ 3rd 1 |
| High Tech Concrete | H | 14335 SW 208 Dr, Miami | 305-254-5552 | Concrete | \$ 3rd 1 |
| Moore Walters | Black | 3515 Taverney Blvd, Lumber | 954-7138 | Hand/supply material | \$ 9th 1 |
| MWBE CLASSIFICATION | | | | Total MWBE Participation | \$ 26% () |
| MBE-B - African American MBE-S - Asian American MBE-H - Hispanic American WBE - American Woman MBE-NA - Native American | | | | Total Contract Amount | \$ () |
| | | | | MWBE Subcontractor Participation Percentage | (Total amount allocated to MWBEs divided by Total Contract Amount) |
| | | | | | 26.2 % |

The listing of an MWBE shall constitute a representation by the bidder/responder to Broward County that such MWBE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by the Small Business Development Division, and that submission of said information is an assertion of its accuracy, per the requirements of the Small Business Development Program.

I certify that the above information is true to the best of my knowledge:

| | | |
|--|-------------------------|-----------------------|
| Signature:  | Title: <u>President</u> | Date: <u>03/21/06</u> |
|--|-------------------------|-----------------------|

DANIEL D. WEEKLEY, PRESIDENT

5800 Compliance Form 2004-2

ATTACHMENT "H"

LETTER OF INTENT

To Utilize a Minority/Women Subcontractor/Subconsultant

From: WEEKLEY ASPHALT PAVING, INC
(Name of Proposer/Bidder)To: Broward County, Selection and Negotiation CommitteeProject Description: GENERAL ROADWAY/MISCELLANEOUS CONST (NON-SHLTRD MKT)

In response to Broward County's RLI/Bid No. HZ05376B1, the undersigned hereby agree to utilize the minority/women firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

X Name of Firm: Don's BARRICADES, Inc.
(Proposed Minority/Women Subcontractor/Subconsultant)

X Ethnicity/Category: MBE-B / WBE
(i.e., Minority Business Enterprise - Black (MBE-B); Hispanic (MBE-H); Woman Business Enterprise (WBE), as reflected in the firm's certificate)

Work Assignment: Maint of Traffic

Percentage of Prime's Contract Fees to be Awarded: 2% of Total Contract
(Dollar Amount or Percentage %)
3-21-06

(Signature of Owner or Authorized Rep.)

(Date)

DANIEL D. WEEKLEY, PRESIDENT 13 day of March 2006
Subscribed and sworn to before me this

(Notary's Signature)

(Notary Seal)

(ACKNOWLEDGEMENT BY THE PROPOSED M/WBE FIRM)

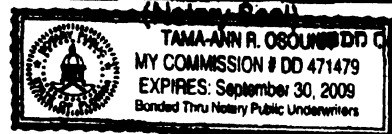
The undersigned intends to perform work in connection with the above Contract as (check one)
☐ an individual ☒ a partnership ☐ a corporation ☐ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and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

X [Signature]
(Signature of Owner or Authorized Rep.)

X 3-9-06
(Date)

Subscribed and sworn to before me this 9 day of MARCH 2006

X [Signature]
(Notary's Signature)



ATTACHMENT "H"

LETTER OF INTENT
To Utilize a Minority/Women Subcontractor/Subconsultant

From: WEEKLEY ASPHALT PAVING, INC
 (Name of Proposer/Bidder)

To: Broward County, Selection and Negotiation Committee

Project Description: GENERAL ROADWAY/MISCELLANEOUS CONST (NON-SHLTRD MKT)

In response to Broward County's RLI/Bid No. HZ05376B1, the undersigned hereby agree to utilize the minority/women firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

X Name of Firm: TRANSMARK INC -
 (Proposed Minority/Women Subcontractor/Subconsultant)

X Ethnicity/Category: WBE Female
 (i.e., Minority Business Enterprise - Black (MBE-B); Hispanic (MBE-H); Woman Business Enterprise (WBE), as reflected in the firm's certificate)

Work Assignment: Striping

Percentage of Prime's Contract Fees to be Awarded: 3% of Total Contract
 (Dollar Amount or Percentage %)

(Signature of Owner or Authorized Rep.) DANIEL D. WEEKLEY, PRESIDENT (Date) 3-21-06

Subscribed and sworn to before me this 21 day of March 2006.

[Signature] (Notary's Signature) (Notary Seal)

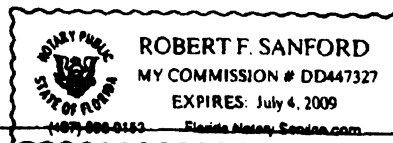
(ACKNOWLEDGEMENT BY THE PROPOSED M/WBE FIRM)

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

X [Signature] (Signature of Owner or Authorized Rep.) X MARCH 9, 2006 (Date)

Subscribed and sworn to before me this 9 day of MARCH 2006

X _____ (Notary's Signature) _____ (Notary Seal)



SBDD Compliance Form 2004-1

PREVIOUS CONTRACT NO. H-9-03-142-B1BID NO. H-Z-05-376-B1

ATTACHMENT "H"

LETTER OF INTENT

To Utilize a Minority/Women Subcontractor/Subconsultant

From WEEKLEY ASPHALT PAVING, INC
(Name of Proposer/Owner)To: Broward County, Selection and Negotiation CommitteeProject Description: GENERAL ROADWAY/MISCELLANEOUS CONST (NON-SHLTRD MKT)

In response to Broward County's RFP No. 11205376B1, the undersigned hereby agree to utilize the minority/women firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

X Name of Firm Pyramix Tropical Nurseries Inc.
(Proposed Minority/Women Subcontractor/Subconsultant)

X Ethnicity/Category MBE WBE Female
(i.e., Minority Business Enterprise - Black (MBE-B), Hispanic (MBE-H), Woman Business Enterprise (WBE), as reflected in the firm's certificate)

Work Assignment: Landscape / Soil

Percentage of Prime's Contract For 3% Awarded 3% of Total Contract
(Dollar Amount or Percentage %)

(Signature of Owner or Authorized)

3-21-06
(Date)**DANIEL D. WEEKLEY, PRESIDENT**

Subscribed and sworn to before me

21 day of March 2006

(Notary's Signature)

(Notary Seal)

(ACKNOWLEDGE)

MENT BY THE PROPOSED M/WBE FIRM)

The undersigned intends to perform
an individual, a partner, or
prime contractor's/consultant's prop.
correctly.

in connection with the above Contract as (check one)
incorporation, a joint venture. The undersigned agrees with the
and further certifies that all information provided herein is true and

X Glenda Vega
(Signature of Owner or Authorized)

X 3/15/06
(Date)

Subscribed and sworn to before me

15th day of March 2006

X [Signature]
(Notary's Signature)



Barbara (Notary Seal)
Commission # DD198489
Expires March 31, 2007
Aaron Notary
1-800-350-5161

SDD Compliance Form 2004-1

PREVIOUS CONTRACT NO. H-9-03-242-B1BID NO. H-Z-05-376-B1

ATTACHMENT "H"

LETTER OF INTENT
To Utilize a Minority/Women Subcontractor/SubconsultantFrom: WEEKLEY ASPHALT PAVING, INC
(Name of Proposer/Bidder)To: Broward County, Selection and Negotiation CommitteeProject Description: GENERAL ROADWAY/MISCELLANEOUS CONST (NON-SHLTRD MKT)

In response to Broward County's RLI/Bid No. HZ05376B1, the undersigned hereby agree to utilize the minority/women firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

X Name of Firm: Gualt Enterprises
(Proposed Minority/Women Subcontractor/Subconsultant)

X Ethnicity/Category: Hispanic
(i.e., Minority Business Enterprise - Black (MBE-B); Hispanic (MBE-H); Woman Business Enterprise (WBE), as reflected in the firm's certificate)

Work Assignment: Furnish/Supply Agg + misc mat.

Percentage of Prime's Contract Fees to be Awarded: 3% of Total
(Dollar Amount or Percentage %)

(Signature of Owner or Authorized Rep.) 3-21-06
(Date)

DANIEL D. WEEKLEY, PRESIDENT
Subscribed and sworn to before me this _____ day of _____ 200__

(Notary's Signature)

(Notary Seal)

(ACKNOWLEDGEMENT BY THE PROPOSED M/WBE FIRM)

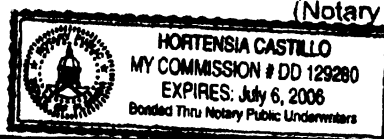
The undersigned intends to perform work in connection with the above Contract as (check one)
____ an individual ____ a partnership ____ a corporation ____ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein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

X (Signature of Owner or Authorized Rep.) X 03/10/06
(Date)

Subscribed and sworn to before me this 10th day of March 2006

X Hortensia Castillo
(Notary's Signature)

(Notary Seal)



SR01 Compliance Form 2004.1

PREVIOUS CONTRACT NO. H-9-03-242-B1BID NO. H-Z-05-376-B1

ATTACHMENT "H"

LETTER OF INTENT

To Utilize a Minority/Women Subcontractor/Subconsultant

From: WEEKLEY ASPHALT PAVING, INC
(Name of Proposer/Bidder)To: Broward County, Selection and Negotiation CommitteeProject Description: GENERAL ROADWAY/MISCELLANEOUS CONST (NON-SHLTRD MKT)

In response to Broward County's RI/Bid No. HZ05376B1, the undersigned hereby agree to utilize the minority/women firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

X Name of Firm: High Tech Striping Inc
(Proposed Minority/Women Subcontractor/Subconsultant)

X Ethnicity/Category: MBE - Hispanic
(i.e., Minority Business Enterprise - Black (MBE-B); Hispanic (MBE-H); Woman Business Enterprise (WBE), as reflected in the firm's certificate)

Work Assignment: Striping

Percentage of Prime's Contract Fees to be Awarded: 3% of Total Contract
(Dollar Amount or Percentage %)
3-21-06
(Date)

(Signature of Owner or Authorized Rep.)

DANIEL D. WEEKLEY, PRESIDENTSubscribed and sworn to before me this 21 day of March 2006

(Notary's Signature)

(Notary Seal)

(ACKNOWLEDGEMENT BY THE PROPOSED MWBE FIRM)

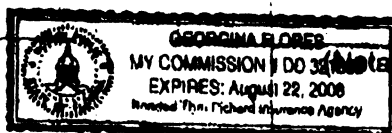
The undersigned intends to perform work in connection with the above Contract as (check one)
☐ an individual ☐ a partnership ☐ a corporation ☐ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and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

X Michelle Reyes
(Signature of Owner or Authorized Rep.)

X 3/20/06
(Date)

Subscribed and sworn to before me this 20 day of March 2006

X Georgina Flores
(Notary's Signature)



(Notary Seal)

SBDD Compliance form 2004-1

03-17-'06 15:07 FROM-WEEKLEY ASPHALT

9546803671

T-382 P002/004 F-681

PREVIOUS CONTRACT NO. H-9-03-242-B1BID NO. H-2-05-376-B1

ATTACHMENT "H"

LETTER OF INTENT

To Utilize a Minority/Women Subcontractor/Subconsultant

From: WEEKLEY ASPHALT PAVING, INC
(Name of Proposer/Bidder)To: Broward County, Selection and Negotiation CommitteeProject Description: GENERAL ROADWAY/MISCELLANEOUS CONST (NON-SHLTRD MKT)

In response to Broward County's RL/Bid No. H205376B1, the undersigned hereby agree to utilize the minority/women firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

- X Name of Firm: HI-TECH CONCRETE, INC.
(Proposed Minority/Women Subcontractor/Subconsultant)
- X Ethnicity/Category: MBE-H & WBE Hispanic
(i.e., Minority Business Enterprise - Black (MBE-B); Hispanic (MBE-H); Woman Business Enterprise (WBE), as reflected in the firm's certificate)

Work Assignment: Concrete

Percentage of Prime's Contract Fees to be Awarded: 3% OF Total Contract
(Dollar Amount or Percentage %)

(Signature of Owner or Authorized Rep.)

3-21-06
(Date)Subscribed and sworn to before me this 21 day of March 2006.

(Notary's Signature)

(Notary Seal)

(ACKNOWLEDGEMENT BY THE PROPOSED M/WBE FIRM)

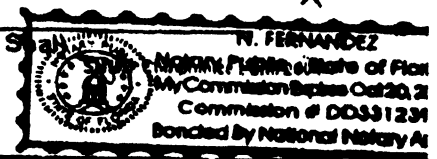
The undersigned intends to perform work in connection with the above Contract as (check one)
 ___ an individual ___ a partnership ☒ a corporation ___ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is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

X (Signature of Owner or Authorized Rep.)

X 3/20/06
(Date)Subscribed and sworn to before me this 20 day of MARCH 2006.

X (Notary's Signature)

(Notary Seal)

GRMC-PB-12-2006
2/18/06

Page 78 of 84

RECEIVED 03-20-'06 08:58 FROM- 3052595553

TO- WEEKLEY ASPHALT

P004/00

PREVIOUS CONTRACT NO. H-9-03-242-B1

BID NO. H-Z-05-376-B1

ATTACHMENT "H"

**LETTER OF INTENT
To Utilize a Minority/Women Subcontractor/Subconsultant**

From: WEEKLEY ASPHALT PAVING, INC
(Name of Proposer/Bidder)

To: Broward County, Selection and Negotiation Committee

Project Description: GENERAL ROADWAY/MISCELLANEOUS CONST (NON-SHLTRD MKT)

In response to Broward County's RLI/Bid No. H205376B1, the undersigned hereby agree to utilize the minority/women firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

X Name of Firm: MOORE WATERS & ASSOC, DBA Rickisha ENT
(Proposed Minority/Women Subcontractor/Subconsultant)

X Ethnicity/Category: Black
(i.e., Minority Business Enterprise - Black (MBE-B), Hispanic (MBE-H), Woman Business Enterprise (WBE), as reflected in the firm's certificate)

Work Assignment: Host/Supply Material

Percentage of Prime's Contract Fees to be Awarded: 9% of Total Contract
(Dollar Amount or Percentage %)
3/21/06

(Signature of Owner or Authorized Rep.)

(Date)

DANIEL D. WEEKLEY, PRESIDENT

Subscribed and sworn to before me this 12 day of March 2006.

[Signature]
(Notary's Signature)

(Notary Seal)

(ACKNOWLEDGEMENT BY THE PROPOSED MWBE FIRM)

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

X [Signature]
(Signature of Owner or Authorized Rep.)

(Date)

Subscribed and sworn to before me this 9 day of March 2006.

X [Signature]
(Notary's Signature)



Michelle J. Sebesta
Commission #DD40640 (Notary Seal)
Expires: Apr 23, 2009
Bonded Thru
Atlantic Bonding Co., Inc.

SMDD Compliance Form 2004-1

P001/001

WEEKLEY ASPHALT

TO-

RECEIVED 05-25-'06 10:25 FROM-

PREVIOUS CONTRACT NO. H-9-03-242-B1BID NO. H-Z-05-376-B1

ATTACHMENT "G"
BROWARD COUNTY
LIVING WAGE EMPLOYER CERTIFICATION

(This certification must be provided at the request of the purchasing agent before award of the contract.)

| | | |
|--|---|-------|
| Employer: <u>Weekley Asphalt Paving, Inc</u> | | Date: |
| Address: <u>20701 Stirling Rd</u> <u>Pembroke Pines, FL 33332</u> | | |
| Phone Number: <u>(954) 680-8005</u> | Local Contact: <u>Daniel D. Weekley</u> | |
| Bid/Contract Number: <u>H205376B1</u> | Address: <u>20701 Stirling Rd, Pembroke Pines, FL 33332</u> | |
| Contract Amount: <u>\$ 8,229,903.00</u> | Phone Number: <u>(954) 680-8005</u> | |
| Department Served: | | |
| Brief Description of Service Provided: | | |

Please check one:

By signing below I hereby certify that the employees listed below:

- A. ☐ Receive a minimum pay of \$ _____ per hour and are provided health benefits valued at \$ _____ per hour.
- B. ☒ Receive a minimum pay of \$ 11.48 per hour and are not provided health benefits.

Please check one:

- ☒ Names of employees to be providing covered services for the above referenced contract:
- ☐ Names of employees that provided service for this invoice period:

| Names | A or B | Names | A or B |
|------------------------|-------------------------------------|-----------------------------|-------------------------------------|
| <u>Andy Gonzalez</u> | <input checked="" type="checkbox"/> | <u>Frederick Boothe</u> | <input checked="" type="checkbox"/> |
| <u>Dave Cash</u> | <input checked="" type="checkbox"/> | <u>Harvey Megnauth</u> | <input checked="" type="checkbox"/> |
| <u>Lubin Tinacles</u> | <input checked="" type="checkbox"/> | <u>Rafael Triplett</u> | <input checked="" type="checkbox"/> |
| <u>James Thomas</u> | <input checked="" type="checkbox"/> | <u>Chrishenda Seeterson</u> | <input checked="" type="checkbox"/> |
| <u>James Thomas Jr</u> | <input checked="" type="checkbox"/> | <u>Seerick Wright</u> | <input checked="" type="checkbox"/> |

(Use reverse side or attach information, if needed)

I, Daniel D. Weekley President, hereby certify that Weekley Asphalt Paving is committed to pay all employees working on this contract/project, and therefore covered by the Broward County Living Wage Ordinance 2002-45, in accordance with wage rates and provisions of the Living Wage Ordinance. I further certify that all of the information provided above is true, complete and correct.

By

Signature

DANIEL D. WEEKLEY, PRESIDENT
 Print/Type Name and Title

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Weekley Asphalt Paving, Inc.**,
20701 Stirling Road, Pembroke Pines, FL 33332

as Principal, hereinafter called the Principal, and **Western Surety Company**
2405 Lucien Way, Suite 130, Maitland, FL 32751

a corporation duly organized under the laws of the State of **South Dakota**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Broward County Board of Commissioners**
Purchasing Division, RM 212 115 South Andrews Avenue, Fort Lauderdale, FL 33301

as Obligor, hereinafter called the Obligor, in the sum of Five percent of the bid amount.

Dollars (**5% of Bid**)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Broward County / Miscellaneous Construction (Non-Sheltered**
Market)

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond
or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by
said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

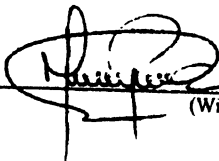
Signed and sealed this

21st


day of

March

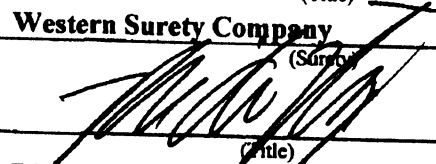
2006


(Witness)


Francis Ricone
(Witness)


(Principal) (Seal)
DANIEL D. WEEKLEY, PRESIDENT
(Title)

Western Surety Company
(Surety) (Seal)


(Title)
Richard Arcadio Rodriguez, Attorney-in-Fact and
Florida Licensed Resident Agent

Approved by:
Risk Management
Wanda Del Toro
Date: 3 APR 06

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Jeffrey Samas, Robert Mc Minn, Richard Arcadio Rodriguez, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 6th day of October, 2005.



WESTERN SURETY COMPANY

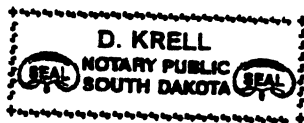
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of October, 2005, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2006



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of March, 2006



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
3/14/06

PRODUCER

Acordia
Miami Division
3225 Aviation Ave, Suite 400
Coconut Grove, FL 33133

305-443-4886

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

INSURERS AFFORDING COVERAGE

INSURED

Weekley Asphalt Paving, Inc.
20701 Stirling Road
Pembroke Pines, FL 33332INSURER A: Continental Casualty
INSURER B: Transportation Ins. Co.
INSURER C: American Casualty Ins. Co.
INSURER D: St. Paul Travelers
INSURER E:

COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|--|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | GL2068425464 | 3/01/06 | 3/01/07 | EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS | BUA2068425268 | 3/01/06 | 3/01/07 | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| B | EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000 | CUP2068425819 | 3/01/06 | 3/01/07 | EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$ \$ \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WC257351877 | 3/01/06 | 3/01/07 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000 |
| D | OTHER Lease/Rent All Risk ACV | QT60081938000 | 3/1/06 | 3/1/07 | L&R Equip 500000 Ded 1000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

BROWARD COUNTY BOARD OF COMMISSIONERS
PROJECT #HZ05378B1 - GENERAL ROADWAY / MISCELLANEOUS CONSTRUCTION
NAMED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY POLICY.Approved by:
Risk Management
Wanda Del Toro
Date 3/14/06

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
115 S ANDREWS AVE, RM 212
FORT LAUDERDALE, FL 33031

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

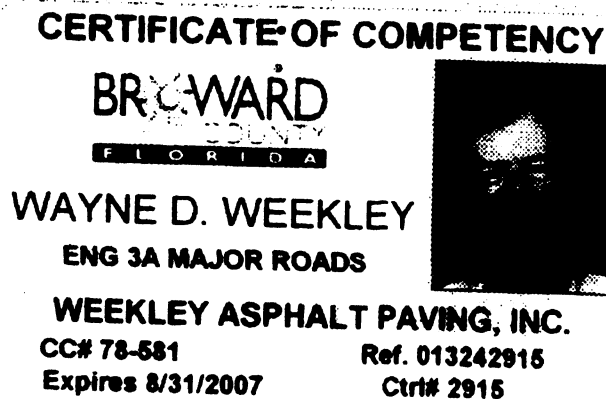
DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL DESC. SECTION FOR WEEKLEY ASPHALT PAVING CERTIFICATE

GENERAL LIABILITY:

- [x] Commercial Liability
- [x] Premises-Operations
- [x] Explosion & Collapse Hazard
- [x] Underground Hazard
- [x] Products/Completed Operations Hazard
- [x] Contractual Insurance
- [x] Broad Form Property Damage
- [x] Independent Contractors
- [x] Personal Injury



02/12/2007 10:33 FAX 99543211008

002/002



**FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION**

116 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-6536

Date February 12, 2007

Daniel Weekley
Weekley Asphalt Paving, Inc.
20701 Stirling Road
Pembroke Pines, FL 33332

Dear Weekley,

Your contract No. HZ0637681 for General Roadway and Miscellaneous Construction expires June 26, 2007, and may be renewed under the original provisions through June 27, 2008.

Note: The purpose of this letter is to determine your desire relative to this renewal provision. This inquiry does not constitute an extension or renewal of this contract.

Please sign in the space afforded at the bottom of the page indicating your desire regarding the renewal provisions.

Under Section 21.118.b.6., Broward County Procurement Code, a vendor who enters into a contract with the county and then requests cancellation may be debarred from further business with the county for a period generally not to exceed three (3) years. This action will be invoked if you indicate approval of the contract renewal and subsequently fail to perform, without sufficient and just cause.

Your response should be received in the purchasing division no later than ten (10) business days from date of this letter, 5:00 p.m., February 23, 2007. Failure to respond will be deemed as tacit evidence that your firm is no longer interested in requesting its option to renew this contract.

Your cooperation in this matter is appreciated.

For further information please contact Richard Lauricella of the purchasing division telephone # (954) 357-6549, fax # (954) 357-6627

Yes ☒ We offer to renew this contract under the original provisions for the renewal period above.

Name: Daniel D. Weekley, Pres. Title:

No ☐ We do not wish to renew this contract.

Name: Title:

Please provide your current email address:

weekleyasp@aol.com

Renewal Interest Request Form #16
10/12/06

Broward County Commissioners
Josephus Eggleston, Jr. • Sue Gensburger • Kristin D. Jacobs • Kaye K. Kopp • E. Radaborn, Jr. • Diane Wasserman-Rush • Lois Water

RECEIVED 02-12-'07 09:22 FROM- 99543211008

TO- WEEKLEY ASPHALT

P002/002

200/200

XD 12:01 10/21/20



FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING DIVISION

118 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-8085 • FAX 954-357-8538

Date September 24, 2007

Daniel Weekley
Weekley Asphalt Paving, Inc.
20701 Stirling Road
Pembroke Pines, FL 33332

Dear Weekley,

Your contract No. HZ0537681 for General Roadway and Miscellaneous Construction expires June 26, 2008 and may be renewed under the original provisions through June 26, 2009.

Note: The purpose of this letter is to determine your desire relative to this renewal provision. This inquiry does not constitute an extension or renewal of this contract.

Please sign in the space afforded at the bottom of the page indicating your desire regarding the renewal provisions.

Under Section 21.119.b.6., Broward County Procurement Code, a vendor who enters into a contract with the county and then requests cancellation may be debarred from further business with the county for a period generally not to exceed three (3) years. This action will be invoked if you indicate approval of the contract renewal and subsequently fail to perform, without sufficient and just cause.

Your response should be received in the purchasing division no later than ten (10) business days from date of this letter, 5:00 p.m., October 10, 2007. Failure to respond will be deemed as tacit evidence that your firm is no longer interested in requesting its option to renew this contract.

Your cooperation in this matter is appreciated.

For further information please contact Richard Lauricella of the purchasing division telephone # (954) 357-8549, fax # (954) 357-8527

Yes ☒ We offer to renew this contract under the original provisions for the renewal period above.

Daniel Weekley Vice President
Name: Title:

No ☐ We do not wish to renew this contract.

Name: Title:

Please provide your current email address:

SA1@Weekleyasp.com

Renewal Interest Request Form #16
10/12/06

Broward County Commissioners
Joseph E. Regalado, Jr. • Sue Gumburger • Kristin D. Jacobs • Rep. ... E. Redstrom, Jr. • Diana Wasserman-Rubin • Lois Wexler
www.broward.org

09/27/2007 THU 09:44 [TX/RX NO 7368] 002