

Meeting Date: 06/14/16

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to piggyback Broward County Contract #Y1284708B1 for the replacement of the boat ramp along SW 36th Avenue, for the Engineering Department, by Shenandoah General Construction Co., at a total cost of \$70,580.00.

Summary of Purpose and Why:

The Engineering Department requests approval to piggyback Broward County Contract #Y1284708B1, for the replacement of a boat ramp along SW 36th Avenue, by the awarded bidder, Shenandoah General Construction Co. The existing boat ramp will have to be removed in order to construct the new sidewalk and extend the bridge culvert. Broward County Contract #Y1284708B1: Clean, Inspect and Repair Drainage Facilities, which is valid through January 26, 2017, is based on a competitive solicitation, and the City Code allows us to piggyback a contract of this type. The total cost of replacing the boat ramp is \$70,580.00. City Commission approval of this action is requested. The recommended company is a Local Pompano Beach Business.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Horacio Danovich, CIP Manager/Anthony Alhashemi 954 786-7834/
Project Manager I 786-4029
- (3) Expiration of contract, if applicable: see above
- (4) Fiscal impact and source of funding: \$70,580.00 from budgeted funds in account
302-7503-589.65-12/Capital Project Fund/CIP 14-225/Sidewalks SW 36 Ave.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>6/6/16</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>6/3/16</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>6/6/16</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>6/6/16</u>		

[Signature]
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading	1 st Reading	Results:	Results:
2 nd Reading			

MEMORANDUM

Purchasing #16-080
June 3, 2016

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director *OT*

From: Jeff English, Purchasing Agent *JE*

Subject: Approval to Piggyback Broward County #Y1284708B1: Clean, Inspect and Repair Drainage Facilities

The Engineering Department recommends the City issue a Purchase Order to Shenandoah General Construction Co., to install a replacement boat ramp in the canal along SW 36th Avenue. The existing boat ramp will have to be removed in order to construct the new sidewalk and extend the bridge culvert.

Shenandoah General Construction Co. was awarded Broward County Contract #Y1284708B1: Clean, Inspect and Repair Drainage Facilities. This contract is valid through January 26, 2017. The agreement is based on a competitive solicitation, and the City Code allows us to piggyback a contract of this type. Shenandoah General Construction Co. has quoted the City in accordance with the Broward County contract. The boat ramp replacement will be purchased from account 302-7503-589.65-12/Capital Project Fund/CIP 14-225/Sidewalks SW 36 Ave. Total cost is \$70,580.00.

It is recommended that the Commission approve the furnish and installation of the replacement boat ramp by Shenandoah General Construction Co., per Broward County Contract # Y1284708B1. Please see attached copies of the memorandum from the Engineering department, vendor's quotation, and applicable Broward County contract information. The recommended company is a local Pompano Beach business.

/je
enclosures

cc: file



Phone: (954) 786-4061

**City of Pompano Beach
Engineering Department**

Fax: (954) 786-4028

MEMORANDUM NO. 16-94

DATE: June 1st, 2016

TO: Otis Thomas, Jeff English

FROM: Anthony Alhashemi, Project Manager I

SUBJECT: Request for Resolution – Shenandoah General Construction Co.
Installation of New Boat Ramp for Canal Access

Background:

The existing boat ramp a long SW 36th Ave is currently owned and maintained by Broward County for canal access. The existing boat ramp will have to be removed in order to construct the new sidewalk and extend the bridge culvert. It has been agreed that the City will install a new boat ramp for the same canal along Cypress Blvd. The proposed scope of work will include but not be limited to installing a new pre-cast boat ramp along with bedding and rip rap, placement of turbidity barrier, removing and installing new guardrails, installing new bollards, removing and installing new concrete curbs ,removal and replacement of asphalt sidewalks and sod.

Recommendation:

The City would like to utilize the Broward County-Clean, Inspect and Repair Drainage Facilities Contract (Contract No. Y1284708B1) with Shenandoah General Construction Co. in order to procure these services. Shenandoah Construction has installed multiple boat ramps with the same scope for Broward County. Utilizing this delivery method also eliminates the need to use City resources and time. This method will help to eliminate the potential on not meeting critical deadlines for SW 36th Ave sidewalk federal grant reimbursements.

If you have any questions I can be reached at Ext: 4029

SHENANDOAH

CONSTRUCTION

1888 N.W. 22nd Street • Pompano Beach, FL 33069
(954) 975-0098 Fax: (954) 975-9718

Page 1 of 1

DATE: May 31, 2016

PROPOSAL #P2480

SUBMITTED TO: Pompano Beach Engineering, City of

STREET: 1201 NE 5th Ave

CITY, STATE & ZIP: Pompano Beach, FL 33069

PHONE: (954)786-5512

FAX:

EMAIL: anthony.alhashemi@copbfl.com

JOB NAME: SW 36th Ave Boat Ramp

ATTENTION: Anthony Alhashemi

We propose to furnish a crew and all necessary equipment to install boat ramp and modifications as per provided plan by Shenandoah. Actual boat ramp provided using Broward County's boat ramp standard, at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

18 Construction Forman	(at \$55.00 Per Hour)	60 hour(s)	\$3,300.00
19 Laborer	(at \$35.00 Per Hour)	120 hour(s)	\$4,200.00
21 Backhoe Loader	(at \$95.00 Per Hour)	60 hour(s)	\$5,700.00
34 Long Stick	(at \$130.00 Per Hour)	40 hour(s)	\$5,200.00
39 Tubidity Barrier	(at \$8.00 LF)	150 LF	\$1,200.00
40 Bedding Stone	(at \$35.00 Per Ton)	30 Ton(s)	\$1,050.00
46 Sod	(at \$6.00 Per Sq Yd)	120 Sq Yd(s)	\$720.00
58 Specialized Sub Contractor (Guard Rail & Asphalt)	(at \$14,000.00 Fixed Cost)	1 Fixed	\$14,000.00
55 Parts & Material (Precast slab, concrete, misc. mat.)	(at \$5,200.00 Fixed Cost)	1 Fixed	\$5,200.00
Permit Allowance	(at \$5,000.00 LS)	1 LS	\$5,000.00
Utilities Allowance	(at \$10,000.00 LS)	1 LS	\$10,000.00
Owners Contingency	(at \$15,000.00 LS)	1 LS	\$15,000.00
Indemnification	(at \$10.00 LS)	1 LS	\$10.00

Estimated Total:

\$70,580.00

This proposal offers the piggyback of our current Broward County Contract Y1284708B1

SIGNATURE:



SHENANDOAH GENERAL CONSTRUCTION CO.
Danny DiMura

TITLE
Estimator

DATE
05/31/2016

FOLDER # 1284708

Initial Award Authority / Agenda Item -> 29

Award Amt-> 1,033,000.00

Lead Agency Contact (Contact Unit Mgr if Incorrect)

Ellie O'Connell Phone - 954-831-0935

Initial Award Date -> 01/27/15

Award # 29

MA ID #	Document Description	Current Status ->	MA Start Date	MA End Date	Not to Exceed	Amount Ordered	Unit	eoconnell@broward.org
Y1284708B1	Clean, Inspect and Repair Drainage Facilities		01/27/15	01/26/17	\$2,066,000.00	\$776,038.28	Y	

Vend #-AddrID-ContactID	Legal Name	Vendor Contact Name	Vendor Contact Email	Vendor Ph #	Mobile / Pager #	Emergency/Pager #
1-VC0000022646-ADDR00-CONT00	SHENANDOAH GENERAL CONSTRUCTION CO	DANIEL DIMURA	MARGARET.LARY@SHENANDOAHCONSTRUCTION.COM	954-975-0098	954-868-6003	

CC #	Commodity	Commodity Specs	Line Type	Qty	Unit(M A Table)	Unit Price	Svc Amt	Amount Ordered	Amount Paid
1.	91368	Desilt 12 inch Pipe per FDOT Index 430-94	Item	0.	FT	0.7500	\$0.00	\$42.00	\$42.00
2.	91368	Desilt 15 inch Pipe per FDOT Index 430-94	Item	0.	FT	0.7500	\$0.00	\$570.00	\$570.00
3.	91368	Desilt 18 inch Pipe per FDOT Index 430-94	Item	0.	FT	1.0000	\$0.00	\$1,554.00	\$1,554.00
4.	91368	Desilt 21 inch Pipe per FDOT Index 430-94	Item	0.	FT	1.0000	\$0.00		
5.	91368	Desilt 24 inch Pipe per FDOT Index 430-94	Item	0.	FT	1.5000	\$0.00	\$252.00	\$252.00
6.	91368	Desilt 27 inch Pipe per FDOT Index 430-94	Item	0.	FT	2.5000	\$0.00		
7.	91368	Desilt 30 inch Pipe per FDOT Index 430-94	Item	0.	FT	2.5000	\$0.00		
8.	91368	Desilt 33 inch Pipe per FDOT Index 430-94	Item	0.	FT	3.0000	\$0.00		
9.	91368	Pipe Inspection and report 12 inch, FDOT Index 430-4.8	Item	0.	FT	2.0000	\$0.00	\$1,632.00	\$1,632.00
10.	91368	Pipe Inspection and report 15 inch, FDOT Index 430-4.8	Item	0.	FT	2.0000	\$0.00	0	0
11.	91368	Pipe Inspection and report 18 inch, FDOT Index 430-4.8	Item	0.	FT	2.5000	\$0.00	\$3,885.00	\$3,885.00
12.	91368	Pipe Inspection and report 21 inch, FDOT Index 430-4.8	Item	0.	FT	2.5000	\$0.00		
13.	91368	Pipe Inspection and report 24 inch, FDOT Index 430-4.8	Item	0.	FT	3.5000	\$0.00	\$803.25	\$803.25
14.	91368	Pipe Inspection and report 27 inch, FDOT Index 430-4.8	Item	0.	FT	3.0000	\$0.00		
15.	91368	Pipe Inspection and report 30 inch, FDOT Index 430-4.8	Item	0.	FT	3.0000	\$0.00		
16.	91368	Pipe Inspection and report 33 inch, FDOT Index 430-4.8	Item	0.	FT	3.0000	\$0.00		
17.	91368	EMERGENCY MOBILIZATION/DEMOBILIZATION	Item	0.	EA	500.0000	\$0.00	\$2,500.00	\$2,500.00
18.	91368	FOREPERSON	Item	0.	HR	55.0000	\$0.00	\$82,747.50	\$77,055.00
19.	91368	LABORER	Item	0.	HR	35.0000	\$0.00	\$59,167.50	\$56,927.50
20.	91368	WHEEL LOADER, CAT 926 OR EQUAL	Item	0.	HR	75.0000	\$0.00		
21.	91368	BACKHOE LOADER, CAT 416 OR EQUAL	Item	0.	HR	95.0000	\$0.00	\$57,760.00	\$54,957.50
22.	91368	VIBRATORY PLATE COMPACTOR WACKER VPR 1740	Item	0.	HR	15.0000	\$0.00	\$1,357.50	\$1,222.50
23.	91368	100 C.F.M. AIR COMPRESSOR W/HAMMER	Item	0.	HR	30.0000	\$0.00	\$2,415.00	\$2,055.00
24.	91368	4 inch Hydraulic Pump (with 400 feet of Discharge Hose)	Item	0.	HR	35.0000	\$0.00	\$1,522.50	\$1,522.50
25.	91368	6 inch Hydraulic Pump (with 400 feet of Discharge Hose)	Item	0.	HR	50.0000	\$0.00	\$2,700.00	\$2,125.00
26.	91368	Tempory Sheet Pile, FDOT Pay Item 455-133-2	Item	0.	SF	15.0000	\$0.00		
27.	91368	Trench Box, minimum dimensions 10 ft x16 ft, with 4 inch walls	Item	0.	EA	600.0000	\$0.00		
28.	91368	WELL POINT EQUIPMENT DEPLOYMENT WITH 6 inch PUMP FOR UP TO 150 WELL POINT WITH PUMP AND JETTING EQUIPMENT	Item	0.	HR	75.0000	\$0.00	\$91,800.00	\$91,800.00
29.	91368	DUMP TRUCK (Min. Bed Capacity 17 CY)	Item	0.	HR	50.0000	\$0.00	\$3,375.00	\$3,375.00
30.	91368	GRADALL MODEL XL 4100, OR EQUAL	Item	0.	HR	125.0000	\$0.00		
31.	91368	HYDRAULIC ROUGH TERRAIN CRANE, LINK BELT HSP8015 OR EQUAL	Item	0.	HR	200.0000	\$0.00	\$21,500.00	\$21,500.00
32.	91368	Mini Excavator , BOBCAT E35I or equal	Item	0.	HR	50.0000	\$0.00		
33.	91368	SKID STEER LOADER, Bobcat 751 OR EQUAL	Item	0.	HR	40.0000	\$0.00		

34.	91368	LONG STICK EXCAVATOR, CAT 325 OR EQUAL	Item	0.	HR	130.0000	\$0.00	\$26,975.00	\$26,975.00	
35.	91368	VACUUM TRUCK, Vacon 3200 OR EQUAL	Item	0.	HR	165.0000	\$0.00	\$62,370.00	\$61,710.00	
36.	91368	Floating construction platform with Bobcat E35i or equal	Item	0.	HR	245.0000	\$0.00	\$68,600.00	\$66,027.50	
37.	91368	Floating Stoarge Platform with Minimum 4 CU. YD. Capacity	Item	0.	HR	140.0000	\$0.00	0	0	
38.	91368	Track-type Dozer, Cat D3K OR EQUAL	Item	0.	HR	75.0000	\$0.00			
39.	91368	Turbidity Barrier, FDOT 104-11	Item	0.	LF	8.0000	\$0.00	\$5,600.00	\$5,600.00	
40.	91368	Bedding Stone, FDOT 530-74	Item	0.	TON	35.0000	\$0.00	\$5,997.95	\$5,997.95	
41.	91368	Sand Fill, FDOT Index 142-70	Item	0.	CY	20.0000	\$0.00	0	0	
42.	91368	Ditch Rubble, FDOT Index 530-3-3	Item	0.	TON	75.0000	\$0.00	\$22,201.50	\$22,201.50	
43.	91368	Riprap, FDOT Index 530-1	Item	0.	CY	340.0000	\$0.00	\$6,630.00	\$6,630.00	
44.	91368	Fabric Formed Concrete Riprap, FDOT Item 547-70-1	Item	0.	SY	70.0000	\$0.00			
45.	91368	Furnish and Install Concrete Endwall Class II Concrete , FDOT Index 400-2-2	Item	0.	CY	1000.0000	\$0.00	0	0	
46.	91368	Provide and install sod, FDOT Index 570-1	Item	0.	SY	6.0000	\$0.00	\$36,966.00	\$36,966.00	
47.	91368	6 ft long x 3 ft wide x 3 ft high PVC coated Gabions	Item	0.	EA	900.0000	\$0.00	0	0	
48.	91368	12 ft long x 6ft wide x 9 in high PVC coated Mattress	Item	0.	EA	1000.0000	\$0.00			
49.	91368	Diving Crew	Item	0.	HR	250.0000	\$0.00	\$83,250.00	\$74,125.00	
50.	91368	Furnish and Install 2.0 ft Radius Sediment Containment tube	Item	0.	LF	45.0000	\$0.00			
51.	91368	Furnish and Install 2.5 ft Radius Sediment Containment tube	Item	0.	LF	55.0000	\$0.00			
52.	91368	Furnish and Install 3.0 ft Radius Sediment Containment tube	Item	0.	LF	100.0000	\$0.00			
53.	91368	Furnish and Install 3.5 ft Radius Sediment Containment tube	Item	0.	LF	100.0000	\$0.00			
54.	91368	Trash Pump, Wacker PT3 OR EQUAL	Item	0.	HR	25.0000	\$0.00			
55.	91368	Parts and Materials - PASS-THRU ALLOWANCE	Svc	0.		0.0000	\$117,000.00	\$63,814.33	\$63,814.33	
56.	91368	Permits/Fess - PASS-THRU ALLOWANCE	Svc	0.		0.0000	\$28,000.00	\$8,442.01	\$8,442.01	
57.	91368	Specialized Equipment - PASS-THRU ALLOWANCE	Svc	0.		0.0000	\$0.00			
58.	91368	Specialized Sub-contractor Activities - PASS-THRU ALLOWANCE	Svc	0.		0.0000	\$80,000.00	\$49,608.24	\$49,608.24	
Vendor Total									\$776,038.28	\$751,875.78

Departmental Usage	# of DO's	Amount Ordered	Amount Paid
126 - Public Works - Water And Wastewater	49.	772,023.03	747,860.53
400 - Aviation	1.	4,015.25	4,015.25
Department Totals	50.	776,038.28	751,875.78

Renewals				
Ln #	Length	Unit	Starts	Expires
1.	1	Years	01/27/16	01/26/17
2.	1	Years	01/27/17	01/26/18



Broward County Commission Regular Meeting

29.

Meeting Date: 01/27/2015

Director's Name: Robert Miracle

Department: Finance & Administrative Services Division: Purchasing

Information

Requested Action

MOTION TO AWARD open-end contract to single bidder, Shenandoah General Construction Company, for Clean, Inspect and Repair Drainage Facilities, Bid No. Y1284708B1, for Water and Wastewater Services and various County agencies, in the estimated annual amount of \$908,000, plus allowance items in the annual amount of \$125,000, for an estimated total annual amount of \$1,033,000 and authorize the Director of Purchasing to renew the contract for two one-year periods for a three-year potential estimated amount of \$3,099,000. The initial contract period begins on the date of award and terminates one year from that date, contingent upon the receipt and approval of performance and payment guaranty.

ACTION: (T-10:15 AM) Approved.

VOTE: 8-0. Mayor Ryan was not present at the time of the vote.

Why Action is Necessary

In accordance with the Broward County Procurement Code, Section 21.31.a.4, the Board is required to approve all purchases exceeding \$250,000 per annum or \$400,000 in a multi-year period.

What Action Accomplishes

Provides cleaning, inspections and repairs of the County's culverts, rehabilitation and/or replacement of surface water control gates/mechanisms, and restoration of canals and ancillary facilities.

Is this Action Goal Related

Previous Action Taken

None

Summary Explanation/Background

THE PURCHASING DIVISION AND THE PUBLIC WORKS DEPARTMENT/WATER AND WASTEWATER SERVICES RECOMMEND APPROVAL OF THE ABOVE MOTION.

The Office of Economic and Small Business Development (OESBD) established a County Business Enterprise (CBE) goal of 23% for this contract. Shenandoah General Construction Company committed to 23% CBE participation, which has been reviewed and approved by the OESBD (Exhibit 2).

The purpose of this contract is to provide cleaning, inspections and repair of Broward County drainage culverts, canals and ancillary facilities. The work includes, but is not limited to, restoration and maintenance of canals within the Cocomar Water Control District, Water Control Districts 2, 3 and 4 and other areas managed by the County, as well as cleaning and inspection of Broward County stormwater infrastructure.

The allowances incorporated in this contract, in the annual not-to-exceed amount of \$125,000, include \$50,000 for miscellaneous parts and materials, \$10,000 for permits and fees, \$35,000 for specialized equipment rental and \$30,000 for specialized sub-contractor activities. Expenditures under these allowance items must be approved by the Contract Administrator and will be reimbursed at the contractor's actual incurred cost, without mark-up (Exhibit 1: Lines 55 through 58).

This solicitation was issued through Bid Sync, our on-line bidding system, which notified 1,136 Bidders and 40 of them viewed the solicitation documents. The purchasing agent has researched the prices submitted by the single bidder,

Bid Y1284708B1 Clean, Inspect and Repair Drainage Facilities

Bid Number **Y1284708B1**
Bid Title **Clean, Inspect and Repair Drainage Facilities**

Bid Start Date **Oct 16, 2014 4:32:04 PM EDT**
Bid End Date **Nov 5, 2014 2:00:00 PM EST**
Question & Answer
End Date **Oct 28, 2014 5:00:00 PM EDT**

Bid Contact **Marie Williams**
954-357-5856
mariwilliams@broward.org

Contract Duration **1 year**
Contract Renewal **2 annual renewals**
Prices Good for **120 days**
Pre-Bid Conference **Oct 23, 2014 3:00:00 PM EDT**

Attendance is optional
Location: Broward County Water and Wastewater Services Complex
Building 2, Training Room, 1st Floor, 2555 West Copans Road,
Pompano Beach, FL 33069
Attendance at the Pre-bid Conference is highly encouraged and recommended as a source
of information but is not mandatory. This information session presents an opportunity for
bidders to clarify any concerns regarding the bid requirements. The bidder is cautioned that,
although the site 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 visited the site or to
have attended the conference.
A Pre-bid Job Site Visit will not be conducted for this project.
If you require any auxiliary aids for communication, please call 357-6066 so that
arrangements can be made in advance.

Bid Comments **Scope of Work:** Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals to **Clean, Inspect and Repair Drainage Facilities**. This contract shall include the following services: cleaning, inspecting and repair of Broward County drainage culverts, canals and ancillary facilities.

Goal Participation:

This solicitation is reserved for Broward County certified County Business Enterprises. Refer to the Office of Economic and Small Business Development Requirements section for additional information.

This is a **Living Wage Service Contract** – Refer to Living Wage Ordinance Requirements section for additional information.

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

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

Allowances: Any reference to "allowances" for such items as unforeseen requirements, parts, permits and fees, etc. are to be bid as a separate line item on the Bid Sheet as a potential cost to the base price should any of the " allowance" items be required. The County will pay the actual cost of the additional requirements as delineated in this document. It is not the intent of the County to pay for "allowance" amounts listed on the Bid Sheets if not actually utilized (refer to Special Instructions to Vendors and Specifications and Requirements).

Questions and Answers: The County is not obligated to respond to any questions received after the listed deadline. Vendors should submit questions through the Question and Answer Section (available in BidSync).

Added on Oct 17, 2014:

Words in ~~strikethrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text. Bid Comments have been revised as follows:

Jeffrey English

From: Williams, Marie <MARIWILLIAMS@broward.org>
Sent: Wednesday, June 01, 2016 1:15 PM
To: Jeffrey English
Subject: RE: Authorization to Piggyback Y1284708B1

Good afternoon,

In response to your below request, the City of Pompano Beach may utilize the subject contract if the Contractor is in agreement. Thereafter, coordinate your needs directly with them.

Please be advised that each governmental unit which avails itself of a Broward County 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 Contractor. 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 Contractor.

Please let me know if I can assist you further.

Regards,



Marie Williams, CPPB
Purchasing Agent, Senior
Broward County Purchasing Division
115 S. Andrews Ave. Suite 212, Fort Lauderdale, FL 33301
Phone: 954-357-5856 Fax: 954-357-6823
www.broward.org/purchasing

Customer Care is my priority. How am I doing? Please contact my Manager, Martha Perez-Garviso, at MPERZGARVISO@broward.org with feedback.

From: Jeffrey English [<mailto:Jeffrey.English@copbfl.com>]
Sent: Wednesday, June 01, 2016 12:52 PM
To: Williams, Marie <MARIWILLIAMS@broward.org>
Subject: Authorization to Piggyback Y1284708B1

Hi Marie,
Per my voicemail, the City of Pompano Beach hopes to piggyback your Bid Y1284708B1, and use Shenandoah Construction. Your reply can serve as authorization to piggyback.
Thanks in advance,

Jeff English
City of Pompano Beach



Finance and Administrative Services Department

PURCHASING DIVISION

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

TRANSMITTED VIA EMAIL

February 5, 2015

Shenandoah General Construction Company
1888 NW 22 Street
Pompano Beach, FL 33069
Email: Margaret.Lary@shenandoahconstruction.com

RE: Solicitation No. Y1284708B1 - Clean, Inspect and Repair Drainage Facilities

Dear Mr. Daniel DiMura,

This is to confirm that the Board of County Commissioners at its meeting held on January 27, 2015 under Agenda Item No. 29, has accepted your solicitation response on the subject solicitation.

A Bid tabulation of all Bids/Proposals received is enclosed, with item(s) awarded to your firm indicated.

The Contract is in effect for the period beginning January 27, 2015 and ending January 26, 2016. Purchase Order(s) will be placed by Using Agencies as and when required.

A copy of this Notice, with a copy of your Bid/Proposal, including all terms and conditions, is being provided to the Lead Using Agency.

Thank you for your interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Purchasing Division

MARIE
WILLIAMS

Digitally signed by MARIE WILLIAMS
DN: dc=cty, dc=broward, dc=bc,
ou=Organization, ou=BCC, ou=PU,
ou=Users, cn=MARIE WILLIAMS
Date: 2015.02.05 08:52:35 -05'00'

By: Marie Williams, Purchasing Agent IV

C: Carl R. Archie, P.E., Water and Wastewater Services

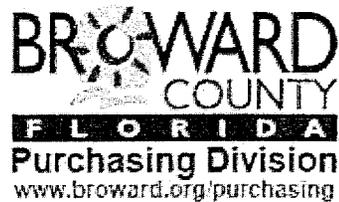
Award Letter Contingent to Vendor
Rev. 3/27/2014

A Service of the Broward County Board of County Commissioners
Excellence in Public Procurement – Our Best. Nothing Less.

**Bid Tabulation Packet
for
Solicitation Y1284708B1**

Clean, Inspect and Repair Drainage Facilities

Bid designation: Public



Broward County Board of County Commissioners

Bid #Y1284708B1 - Clean, Inspect and Repair Drainage Facilities

Creation Date **Oct 3, 2014**

End Date **Nov 5, 2014 2:00:00 PM EST**

Start Date **Oct 16, 2014 4:32:04 PM EDT**

Awarded Date **Not Yet Awarded**

Y1284708B1--01-01 Desilt 12" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$0.75	6000 / foot	\$4,500.00	Y	Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-02 Desilt 15" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$0.75	3000 / foot	\$2,250.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-03 Desilt 18" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$1.00	1000 / foot	\$1,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-04 Desilt 21" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$1.00	300 / foot	\$300.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-05 Desilt 24" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$1.50	2000 / foot	\$3,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-06 Desilt 27" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$2.50	300 / foot	\$750.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-07 Desilt 30" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$2.50	300 / foot	\$750.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-08 Desilt 33" Pipe per FDOT Index 430-94					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$3.00	300 / foot	\$900.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-09 Pipe Inspection and report 12", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$2.00	2000 / foot	\$4,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-10 Pipe Inspection and report 15", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$2.00	1500 / foot	\$3,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-11 Pipe Inspection and report 18", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$2.50	500 / foot	\$1,250.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-12 Pipe Inspection and report 21", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$2.50	300 / foot	\$750.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-13 Pipe Inspection and report 24", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$3.50	600 / foot	\$2,100.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-14 Pipe Inspection and report 27", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$3.00	300 / foot	\$900.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-15 Pipe Inspection and report 30", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$3.00	300 / foot	\$900.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-16 Pipe Inspection and report 33", FDOT Index 430-4.8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$3.00	300 / foot	\$900.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-17 EMERGENCY MOBILIZATION/DEMOBILIZATION					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$500.00	2 / each	\$1,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-18 FOREPERSON					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$55.00	800 / hour	\$44,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-19 LABORER					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$35.00	1800 / hour	\$63,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-20 WHEEL LOADER, CAT 926 OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$75.00	320 / hour	\$24,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-21 BACKHOE LOADER, CAT 416 OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$95.00	320 / hour	\$30,400.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-22 VIBRATORY PLATE COMPACTOR WACKER VPR 1740					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$15.00	320 / hour	\$4,800.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-23 100 C.F.M. AIR COMPRESSOR W/HAMMER					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$30.00	160 / hour	\$4,800.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-24 4" Hydraulic Pump (with 400' of Discharge Hose)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$35.00	80 / hour	\$2,800.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-25 6" Hydraulic Pump (with 400' of Discharge Hose)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$50.00	40 / hour	\$2,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-26 Temporary Sheet Pile, FDOT Pay Item 455-133-2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$15.00	1500 / square foot	\$22,500.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-27 Trench Box, minimum dimensions 10'x16', with 4" walls					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$600.00	5 / each	\$3,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-28 WELL POINT EQUIPMENT DEPLOYMENT WITH 6" PUMP FOR UP TO 150 WELL POINT WITH PUMP					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$75.00	80 / hour	\$6,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-29 DUMP TRUCK (Min. Bed Capacity 17 CY)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$50.00	200 / hour	\$10,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-30 GRADALL MODEL XL 4100, OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$125.00	40 / hour	\$5,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-31 HYDRAULIC ROUGH TERRAIN CRANE, LINK BELT HSP8015 OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$200.00	40 / hour	\$8,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-32 Mini Excavator , BOBCAT E35I OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$50.00	200 / hour	\$10,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-33 SKID STEER LOADER, Bobcat 751 OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$40.00	160 / hour	\$6,400.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-34 LONG STICK EXCAVATOR, CAT 325 OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$130.00	400 / hour	\$52,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-35 VACUUM TRUCK, Vacon 3200 OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$165.00	80 / hour	\$13,200.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-36 Floating construction platform with Bobcat E35I OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$245.00	160 / hour	\$39,200.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-37 Floating Storage Platform with minimum 4 CY capacity					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$140.00	160 / hour	\$22,400.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-38 Track-type Dozer, CAT D3K OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$75.00	40 / hour	\$3,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-39 Turbidity Barrier, FDOT 104-11					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$8.00	500 / linear foot	\$4,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y1284708B1--01-40 Bedding Stone, FDOT 530-74					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$35.00	150 / ton	\$5,250.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-41 Sand Fill, FDOT Index 142-70					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$20.00	300 / cubic yard	\$6,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-42 Ditch Rubble, FDOT Index 530-3-3					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$75.00	100 / ton	\$7,500.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-43 Riprap, FDOT Index 530-1					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$340.00	100 / cubic yard	\$34,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-44 Fabric Formed Concrete Riprap, FDOT Item 547-70-1					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$70.00	600 / square yard	\$42,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-45 Furnish and Install Concrete Endwall Class II Concrete , FDOT Index 400-2-2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$1,000.00	30 / cubic yard	\$30,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-46 Provide and install sod, FDOT Index 570-1					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$6.00	4000 / square yard	\$24,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-47 6' long x 3' wide x 3' high PVC coated Gabions					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$900.00	15 / each	\$13,500.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-48 12' long x 6' wide x 9" high PVC coated Mattress					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$1,000.00	15 / each	\$15,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-49 Diving Crew					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$250.00	200 / hour	\$50,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-50 Furnish and Install 2.0' Radius Sediment Containment tube					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$45.00	1500 / linear foot	\$67,500.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-51 Furnish and Install 2.5' Radius Sediment Containment tube					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$55.00	1500 / linear foot	\$82,500.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-52 Furnish and Install 3.0' Radius Sediment Containment tube					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$100.00	800 / linear foot	\$80,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-53 Furnish and Install 3.5' Radius Sediment Containment tube					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$100.00	400 / linear foot	\$40,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-54 Trash Pump, Wacker PT3 OR EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$25.00	80 / hour	\$2,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-55 PASS-THRU ALLOWANCE Parts and Materials					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$50,000.00	1 / lump sum	\$50,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-56 PASS-THRU ALLOWANCE for Permits/Fees					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$10,000.00	1 / lump sum	\$10,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-57 PASS-THRU ALLOWANCE for Specialized Equipment					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$35,000.00	1 / lump sum	\$35,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Y1284708B1--01-58 PASS-THRU ALLOWANCE for Specialized Sub-contractor Activities					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Shenandoah General Const. Co.	First Offer - \$30,000.00	1 / lump sum	\$30,000.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Supplier Totals

Shenandoah General Const. Co.	\$1,033,000.00 (58/58 items)
Bid Contact Margaret Lary	Address 1888 NW 22 Street

Margaret.Lary@shenandoahconstruction.com
Ph 954-975-0098

Pompano Beach, FL 33069

Bid Notes **Copy of Bid Bond attached & original delivered to purchasing 11/5/14**

Agency Notes:

Supplier Notes:

Copy of Bid Bond attached & original delivered
to purchasing 11/5/14

**

Shenandoah General Const. Co.

Bid Contact **Margaret Lary**
Margaret.Lary@shenandoahconstruction.com
Ph 954-975-0098

Address **1888 NW 22 Street**
Pompano Beach, FL 33069

Bid Notes **Copy of Bid Bond attached & original delivered to purchasing 11/5/14**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
Y1284708B1--01-01	Desilt 12" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$0.75	6000 / foot	\$4,500.00	Y	Y
Y1284708B1--01-02	Desilt 15" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$0.75	3000 / foot	\$2,250.00		Y
Y1284708B1--01-03	Desilt 18" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$1.00	1000 / foot	\$1,000.00		Y
Y1284708B1--01-04	Desilt 21" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$1.00	300 / foot	\$300.00		Y
Y1284708B1--01-05	Desilt 24" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$1.50	2000 / foot	\$3,000.00		Y
Y1284708B1--01-06	Desilt 27" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$2.50	300 / foot	\$750.00		Y
Y1284708B1--01-07	Desilt 30" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$2.50	300 / foot	\$750.00		Y
Y1284708B1--01-08	Desilt 33" Pipe per FDOT Index 430-94	Supplier Product Code:	First Offer - \$3.00	300 / foot	\$900.00		Y
Y1284708B1--01-09	Pipe Inspection and report 12", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$2.00	2000 / foot	\$4,000.00		Y
Y1284708B1--01-10	Pipe Inspection and report 15", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$2.00	1500 / foot	\$3,000.00		Y
Y1284708B1--01-11	Pipe Inspection and report 18", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$2.50	500 / foot	\$1,250.00		Y
Y1284708B1--01-12	Pipe Inspection and report 21", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$2.50	300 / foot	\$750.00		Y
Y1284708B1--01-13	Pipe Inspection and report 24", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$3.50	600 / foot	\$2,100.00		Y
Y1284708B1--01-14	Pipe Inspection and report 27", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$3.00	300 / foot	\$900.00		Y
Y1284708B1--01-15	Pipe Inspection and report 30", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$3.00	300 / foot	\$900.00		Y
Y1284708B1--01-16	Pipe Inspection and report 33", FDOT Index 430-4.8	Supplier Product Code:	First Offer - \$3.00	300 / foot	\$900.00		Y
Y1284708B1--01-17	EMERGENCY MOBILIZATION/DEMobilIZATION	Supplier Product Code:	First Offer - \$500.00	2 / each	\$1,000.00		Y
Y1284708B1--01-18	FOREPERSON	Supplier Product Code:	First Offer - \$55.00	800 / hour	\$44,000.00		Y
Y1284708B1--01-19	LABORER	Supplier Product Code:	First Offer - \$35.00	1800 / hour	\$63,000.00		Y

Y1284708B1--01-20	WHEEL LOADER, CAT 926 OR EQUAL	Supplier Product Code:	First Offer - \$75.00	320 / hour	\$24,000.00	Y
Y1284708B1--01-21	BACKHOE LOADER, CAT 416 OR EQUAL	Supplier Product Code:	First Offer - \$95.00	320 / hour	\$30,400.00	Y
Y1284708B1--01-22	VIBRATORY PLATE COMPACTOR WACKER VPR 1740	Supplier Product Code:	First Offer - \$15.00	320 / hour	\$4,800.00	Y
Y1284708B1--01-23	100 C.F.M. AIR COMPRESSOR W/HAMMER	Supplier Product Code:	First Offer - \$30.00	160 / hour	\$4,800.00	Y
Y1284708B1--01-24	4" Hydraulic Pump (with 400' of Discharge Hose)	Supplier Product Code:	First Offer - \$35.00	80 / hour	\$2,800.00	Y
Y1284708B1--01-25	6" Hydraulic Pump (with 400' of Discharge Hose)	Supplier Product Code:	First Offer - \$50.00	40 / hour	\$2,000.00	Y
Y1284708B1--01-26	Temporary Sheet Pile, FDOT Pay Item 455-133-2	Supplier Product Code:	First Offer - \$15.00	1500 / square foot	\$22,500.00	Y
Y1284708B1--01-27	Trench Box, minimum dimensions 10'x16', with 4" walls	Supplier Product Code:	First Offer - \$600.00	5 / each	\$3,000.00	Y
Y1284708B1--01-28	WELL POINT EQUIPMENT DEPLOYMENT WITH 6" PUMP FOR UP TO 150 WELL POINT WITH PUMP	Supplier Product Code:	First Offer - \$75.00	80 / hour	\$6,000.00	Y
Y1284708B1--01-29	DUMP TRUCK (Min. Bed Capacity 17 CY)	Supplier Product Code:	First Offer - \$50.00	200 / hour	\$10,000.00	Y
Y1284708B1--01-30	GRADALL MODEL XL 4100, OR EQUAL	Supplier Product Code:	First Offer - \$125.00	40 / hour	\$5,000.00	Y
Y1284708B1--01-31	HYDRAULIC ROUGH TERRAIN CRANE, LINK BELT HSP8015 OR EQUAL	Supplier Product Code:	First Offer - \$200.00	40 / hour	\$8,000.00	Y
Y1284708B1--01-32	Mini Excavator, BOBCAT E35I OR EQUAL	Supplier Product Code:	First Offer - \$50.00	200 / hour	\$10,000.00	Y
Y1284708B1--01-33	SKID STEER LOADER, Bobcat 751 OR EQUAL	Supplier Product Code:	First Offer - \$40.00	160 / hour	\$6,400.00	Y
Y1284708B1--01-34	LONG STICK EXCAVATOR, CAT 325 OR EQUAL	Supplier Product Code:	First Offer - \$130.00	400 / hour	\$52,000.00	Y
Y1284708B1--01-35	VACUUM TRUCK, Vacon 3200 OR EQUAL	Supplier Product Code:	First Offer - \$165.00	80 / hour	\$13,200.00	Y
Y1284708B1--01-36	Floating construction platform with Bobcat E35i OR EQUAL	Supplier Product Code:	First Offer - \$245.00	160 / hour	\$39,200.00	Y
Y1284708B1--01-37	Floating Storage Platform with minimum 4 CY capacity	Supplier Product Code:	First Offer - \$140.00	160 / hour	\$22,400.00	Y
Y1284708B1--01-38	Track-type Dozer, CAT D3K OR EQUAL	Supplier Product Code:	First Offer - \$75.00	40 / hour	\$3,000.00	Y
Y1284708B1--01-39	Turbidity Barrier, FDOT 104-11	Supplier Product Code:	First Offer - \$8.00	500 / linear foot	\$4,000.00	Y
Y1284708B1--01-40	Bedding Stone, FDOT 530-74	Supplier Product Code:	First Offer - \$35.00	150 / ton	\$5,250.00	Y
Y1284708B1--01-41	Sand Fill, FDOT Index 142-70	Supplier	First Offer - \$20.00	300 / cubic yard	\$6,000.00	Y

		Product Code:				
Y1284708B1--01-42	Ditch Rubble, FDOT Index 530-3-3	Supplier Product Code:	First Offer - \$75.00	100 / ton	\$7,500.00	Y
Y1284708B1--01-43	Riprap, FDOT Index 530-1	Supplier Product Code:	First Offer - \$340.00	100 / cubic yard	\$34,000.00	Y
Y1284708B1--01-44	Fabric Formed Concrete Riprap, FDOT Item 547-70-1	Supplier Product Code:	First Offer - \$70.00	600 / square yard	\$42,000.00	Y
Y1284708B1--01-45	Furnish and Install Concrete Endwall Class II Concrete , FDOT Index 400-2-2	Supplier Product Code:	First Offer - \$1,000.00	30 / cubic yard	\$30,000.00	Y
Y1284708B1--01-46	Provide and install sod, FDOT Index 570-1	Supplier Product Code:	First Offer - \$6.00	4000 / square yard	\$24,000.00	Y
Y1284708B1--01-47	6' long x 3' wide x 3' high PVC coated Gabions	Supplier Product Code:	First Offer - \$900.00	15 / each	\$13,500.00	Y
Y1284708B1--01-48	12' long x 6' wide x 9" high PVC coated Mattress	Supplier Product Code:	First Offer - \$1,000.00	15 / each	\$15,000.00	Y
Y1284708B1--01-49	Diving Crew	Supplier Product Code:	First Offer - \$250.00	200 / hour	\$50,000.00	Y
Y1284708B1--01-50	Furnish and Install 2.0' Radius Sediment Containment tube	Supplier Product Code:	First Offer - \$45.00	1500 / linear foot	\$67,500.00	Y
Y1284708B1--01-51	Furnish and Install 2.5' Radius Sediment Containment tube	Supplier Product Code:	First Offer - \$55.00	1500 / linear foot	\$82,500.00	Y
Y1284708B1--01-52	Furnish and Install 3.0' Radius Sediment Containment tube	Supplier Product Code:	First Offer - \$100.00	800 / linear foot	\$80,000.00	Y
Y1284708B1--01-53	Furnish and Install 3.5' Radius Sediment Containment tube	Supplier Product Code:	First Offer - \$100.00	400 / linear foot	\$40,000.00	Y
Y1284708B1--01-54	3â€ Trash Pump, Wacker PT3 OR EQUAL	Supplier Product Code:	First Offer - \$25.00	80 / hour	\$2,000.00	Y
Y1284708B1--01-55	PASS-THRU ALLOWANCE Parts and Materials	Supplier Product Code:	First Offer - \$50,000.00	1 / lump sum	\$50,000.00	Y
Y1284708B1--01-56	PASS-THRU ALLOWANCE for Permits/Fees	Supplier Product Code:	First Offer - \$10,000.00	1 / lump sum	\$10,000.00	Y
Y1284708B1--01-57	PASS-THRU ALLOWANCE for Specialized Equipment	Supplier Product Code:	First Offer - \$35,000.00	1 / lump sum	\$35,000.00	Y
Y1284708B1--01-58	PASS-THRU ALLOWANCE for Specialized Sub-contractor Activities	Supplier Product Code:	First Offer - \$30,000.00	1 / lump sum	\$30,000.00	Y
Supplier Total					\$1,033,000.00	

Shenandoah General Const. Co.

Item: **Desilt 12" Pipe per FDOT Index 430-94**

Attachments

Shenandoah BC Y1284708B1 Additional Information and Answers.doc

Shenandoah BC Y1284708B1 BC BUSINESS TAX LICENCE 2015.pdf

Shenandoah BC Y1284708B1 BOND.pdf

Shenandoah BC Y1284708B1 FLorida State License 2016.pdf

Shenandoah BC Y1284708B1 Letter of Intent Elite.pdf

Shenandoah BC Y1284708B1 Letter of Intent JD Backhoe.pdf

Shenandoah BC Y1284708B1 Vehicle and Equipment List.pdf



1888 N.W. 22nd Street • Pompano Beach, FL 33069
(954) 975-0098 Fax: (954) 975-9718

Broward County
Bid#Y1284708B1

Additional Information

Vendor Questionnaire:

Item #7 – Yes

Kenneth R. Jackson, Jackson Land Development
Daniel DiMura, Shen-Line LLC

Bid Guaranty

Uploaded Copy

Original Submitted to Purchasing 11/5/14

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

DBA: SHENANDOAH GENERAL CONSTRUCTION CO Business Name: SHENANDOAH GENERAL CONSTRUCTION CO Owner Name: WILLIAM FRANCES JR JACKSON Business Location: 1888 NW 22 ST POMPANO BEACH Business Phone: 954-973-3060	Receipt #: 189-6135 Business Type: ALL OTHER TYPES CONTRACTOR (UNDERGROUND UTILITY/EXCAVATION) Business Opened: 09/12/2008 State/County/Cert/Reg: CUCG27562 Exemption Code:
--	---

Rooms	Seats	Employees	Machines	Professionals
		28		

Number of Machines:		For Vending Business Only			Vending Type:	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

WILLIAM FRANCES JR JACKSON
 1888 NW 22 STREET
 POMPANO BEACH, FL
 33069-1318

Receipt # 1CP-13-00006225
Paid 07/16/2014 81.00

2014 - 2015

AIA Document A310
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Shenandoah General Construction Company
as Principal, hereinafter called the Principal, and

Western Surety Company
a corporation duly organized under the laws of the State of South Dakota

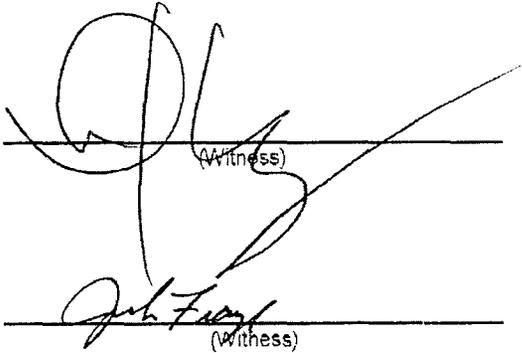
as Surety, hereinafter called the Surety, are held and firmly bound unto

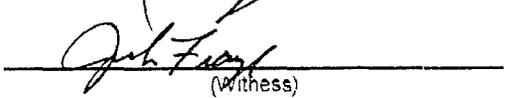
Board of County Commissioners, Broward County, FL
as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT (5%) OF PROPOSED BID**-Dollars (\$ ---5%--),
for the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Clean, Inspect and Repair Drainage Facilities, #Y1284708B1

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 5th day of November 2014.

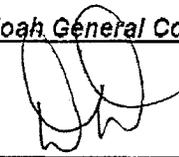


(Witness)


(Witness)

(seal)

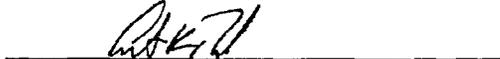
Shenandoah General Construction Company



Daniel Dimura, Vice President

Western Surety Company

(seal)



Arthur K. Broder, Agent & Attorney-in-Fact

having its principal office in the City of Sioux Falls, and State of South Dakota, Board of County Commissioners does by virtue of the signature and seal herein affixed make, constitute and appoint Bid No. 1284708B1

Arthur Karl Broder, Michael P Broder, Individually

of Davie, 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 Vice President and its corporate seal to be hereto affixed on this 12th day of September, 2012.



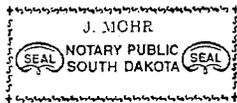
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of September, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of November, 2014.

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

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



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Broward County Board of
 County Commissioners

Bid Y1284708B1

CONSTRUCTION INDUSTRY LICENSING BOARD
 1940 NORTH MONROE STREET
 TALLAHASSEE FL 32399-0783

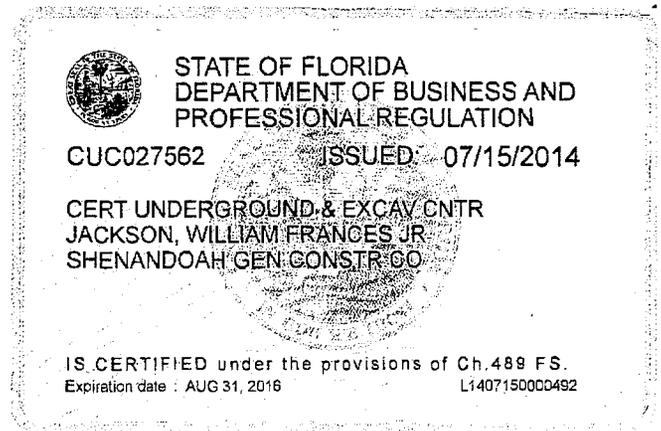
(850) 487-1395

JACKSON, WILLIAM FRANCES JR
 SHENANDOAH GEN CONSTR CO
 1888 NW 22 ST
 POMPANO BEACH FL 33069

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC027562	

The UNDERGROUND UTILITY & EXCAVATION CO
 Named below IS CERTIFIED
 Under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2016



JACKSON, WILLIAM FRANCES JR
 SHENANDOAH GEN CONSTR CO
 1888 NW 22 ST
 POMPANO BEACH FL 33069





OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

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

Solicitation Number: Y1284708B1	Project Title: Clean, Inspect, Repair Drainage Facilities
---	---

Bidder/Offeror Name: Shenandoah General Construction Company
Address: 1888 NW 22 Street **City:** Pompano Beach, **State:** FL **Zip:** 33069
Authorized Representative: Daniel DiMura **Phone:** 954-975-0098

CBE Subcontractor/Supplier Name: Elite Contractors Supply LLC
Address: 2209 NW 30 Place **City:** Pompano Beach **State:** FL **Zip:** 33069
Authorized Representative: Margaret E. Kennedy **Phone:** 954-971-5663

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

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Construction Materials/Supplies	423610	\$ 134,615.00	13%

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

CBE Subcontractor/Supplier Authorized Representative
Margaret Kennedy Owner/Manager 11/4/14
 (Signature) (Title) (Date)

Bidder/Offeror Authorized Representative
[Signature] Vice President 11/5/14
 (Signature) (Title) (Date)

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

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

CBE Letter of Intent July 2012



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

Solicitation Number: Y1284708B1	Project Title: Clean, Inspect, Repair Drainage Facilities
---	---

Bidder/Offeror Name: Shenandoah General Construction Company

Address: 1888 NW 22 Street City: Pompano Beach, State: FL Zip: 33069

Authorized Representative: Daniel DiMura Phone: 954-975-0098

CBE Subcontractor/Supplier Name: J.D. Backhoe, Inc.

Address: 4300 SW 59 Ave. City: Davie State: FL Zip: 33314

Authorized Representative: Humberto Viana Phone: 954-370-1962

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

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Various Construction Services	237110	\$ 103,550.00	10%

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

CBE Subcontractor/Supplier Authorized Representative

(Signature)

VP of Operations

(Title)

11/4/14

(Date)

Bidder/Offeror Authorized Representative

(Signature)

Vice President

(Title)

11/5/14

(Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

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

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

**Shenandoah General Const. Co.
Broward County Bid#Y1284708B1
List of Vehicles & Equipment**

Equip #	Make	Model	Year	Tag
P187	FORD	FLAT BED/ATTENUATOR	1995	W156DL
P223	FORD	F250 4X4 XL SUPERD	2004	T345IL
P226	FORD	F350 XL UTILITY TRUCK	2006	V015FG
P230	FORD	F450 BOX VAN W/SAG REMOVER	2005	W949HM
P231	FORD	F250 4X4 XL SUPERD	2004	V119BA
P233	FORD	F150 KING CAB 4X4	2004	V325AU
P237	FORD	F250 4X4 XL SUPERD	2004	V140BA
P238	FORD	F250 4X4 XL SUPERD	2004	V141BA
P239	FORD	F150 KING CAB 4X4	2004	U463VR
P240	FORD	F150 KING CAB 4X4	2004	U46OVR
P246	FORD	F150 EXT CAB 4X4	2005	V324AU
P252	FORD	F150 4X4 XLT KING CAB	2006	212LHK
P257	FORD	F150 4 DOOR SUPER CAB	2006	F780UI
P261	FORD	F350 XL UTILITY TRUCK	2007	T332IL
P263	FORD	F150 SUPER CREW XLT	2007	S825UB
P264	FORD	F250 4X4 XL SUPERD	2006	726JDQ
P266	FORD	F250 4X4 XL SUPERD	2007	W157DL
P273	FORD	F150 XL EXT CAB	2010	X737PJ
P274	FORD	F150 XLT STD CAB	2010	F781UI
P275	FORD	F150 XL STD CAB	2010	L34 6ZN
P276	FORD	F150 XL STD CAB	2010	728JDQ
P277	FORD	F150 XL EXT CAB	2010	787XVA
P293	FORD	F150 EXT CAB	2012	041YII
P295	FORD	F150 XL	2013	214 LHK
P302	FORD	F150 4x2 XL	2013	CGIP07
P303	FORD	F250 4X4	2012	BWAV82
P305	FORD	F250 XL 4x4	2011	213LHK
P310	PETERBILT	DUMP TRUCK	2006	N77 26U
P312	FORD	F150 SUPER CREW XLT	2013	CXPY20
P318	FORD	F250 SUPER DUTY SE	2014	CNEK88
TV175	FORD	ARIES TV TRUCK	2000	S425KA
TV210	FORD	ARIES TV TRUCK	2004	729JDQ
TV216	ARIES	ARIES TV TRUCK	2005	306MLI
TV227	ARIES	ARIES TV TRUCK	2005	911TFD
TV228	ARIES	ARIES TV TRUCK	2006	V483NW
TV243	ARIES	ARIES TV TRUCK	2006	CKAQ95
TV268	GMC ISUZU	TV EQUIP FROM TV156	2005	508XPY
TV270	FORD	CUES TV TRUCK	2010	252NSN
VAC163	FORD	VACCON SEWER CLEANING TRUCK	1998	N1186F
VAC185	VACCON	VACCON SEWER CLEANING TRUCK	2001	N5422K
VAC186	VACCON	VACCON SEWER CLEANING TRUCK	2002	N5421K
VAC189	VACCON	VACCON SEWER CLEANING TRUCK	2002	N6596M
VAC190	VACCON	VACCON SEWER CLEANING TRUCK	2002	N6595M
VAC191	VACCON	VACCON SEWER CLEANING TRUCK	2002	N1187F
VAC199	VACCON	VACCON SEWER CLEANING TRUCK	2004	N5611N
VAC206	VACCON	VACCON SEWER CLEANING TRUCK	2004	N2573F
VAC214	VACCON	VACCON SEWER CLEANING TRUCK	2005	N1185F
VAC215	VACCON	VACCON SEWER CLEANING TRUCK	2006	N9010H
VAC222	VACCON	VACCON SEWER CLEANING TRUCK	2005	N1184J
VAC229	VACCON	VACCON SEWER CLEANING TRUCK	2007	N2517K

VAC241	VACCON	VACCON SEWER CLEANING TRUCK	2007	NO589M
VAC259	VACTOR	VACTOR SEWER CLEANING TRUCK	2009	N5423K
VAC281	VACCON	VACCON SEWER CLEANING TRUCK	2012	N8411Q
VAC282	VACCON	VACCON SEWER CLEANING TRUCK	2012	N8410Q
VAC290	VACCON	VACCON SEWER CLEANING TRUCK	2012	N11-83F
VAC299	VACTOR	VACTOR SEWER CLEANING TRUCK	2013	NO588M
VAC301	VACTOR	VACTOR SEWER CLEANING TRUCK	2013	N5608N
VAC306	VACTOR	VACTOR SEWER CLEANING TRUCK	2014	N4919T
VAC317	VACTOR	VACTOR SEWER CLEANING TRUCK	2015	N2521K
Equipment				
AR204	Arrow Master	M90C15	2000	
AR208	Flexolite	2031543	1998	
AR241	Precision	WAAW15LSBSID	1998	
AR313	Wanco	WTSP	2014	CXSK57
AR314	Wanco	WTSP	2014	CXSK56
AR315	Wanco	WTSP	2014	5993GC
AR316	Wanco	WTSP	2014	5994GC
AC172	Leroy	AIR COMPRESSOR	1989	N661JW
AC262	INGERSOL RAND	AIR COMPRESSOR	2006	100XEM
EQP213	JOHN DEERE	BACKHOE	2003	
EQP267	Offshore Yacht	Boat	1987	
EQP283	KOBELCO	SK250LC	2004	
MC244	ARIES	MINI CAMERA	2006	
MC271	ENVIROSIGHT	REEL/CAMERA	2009	
MC289	ENVIROSIGHT	REEL/CAMERA	2012	
MC271A	ENVIROSIGHT	COMPUTER/MONITOR	2009	
MAC254	VERMILLION	FOAM GENERATOR	2008	NA
MAC255	CUES	LASER PROFILER	2008	NA
MAC304	CUES	LASER PROFILER	2013	NA
MAC309	Advance Const Prod	Sag Machine	2014	N/A
MISC297	Logiball	Packer	2013	N/A
MISC298	Logiball	Packer	2013	N/A
PT291	ENVIROSIGHT	Lateral Launcher System	2012	
PP221	PRIMERITE	6" PUMP	2004	N/A
PP235	MWI	6" PUMP	2004	N/A
PP292	THOMPSON	6" PUMP	2006	N/A
TV211	ARIES	Mobile TV Unit	2005	S365VU
TR1	Emerson	6X10	2003	193KLLK
TR2-Dive	Emerson	6X12 - Dive Trailer	2003	194KLLK
TR4-Wood	Emerson	6X12	2006	X802CC
TR195-reel	Trailer	6X8	2002	CKAQ94
TR-279 (PtRepair)	LARK COVERED	6x16	2011	V327AU
TR-284 Equip Trailer	BEBU 20' Trailer	20' Equip Trailer	2002	T334IL
TR-300 Equip Trailer	Bray 20' Trailer	20' Equip/Material Trailer	2005	534-MKM
Trailer TJ			2013	CKAQ96

General Conditions

These instructions are standard for all contracts for commodities, services, or construction 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 Vendors or in the price sheets. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

1. Execution of Solicitation Response:

- (a) Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
 - (b) No award will be made to a Vendor 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 submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such 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 Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.
 - (c) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
 - (d) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.
2. **Withdrawal:** No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response submitted which alters the 120 day requirement shall be deemed non-responsive.
 3. **Bid Opening (Invitation for Bids):** Bid Opening shall be public, on date, location and time specified in the solicitation. The official time for hard copy submittals is the time clock located in the Purchasing Division reception area; the official time for electronic submittals is the electronic bidding system's servers, as synchronized with the atomic clock. The official time will be accepted by all parties without reservation. It is the Vendor's responsibility to assure that its response is delivered on date, location and time specified in the solicitation. Solicitation responses, which for any reason are not so delivered, will not be considered. Any timeframe references are in Eastern Standard Time.
 4. **Addenda:** Broward County reserves the right to amend this solicitation prior to the 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 opening date, to allow for review and subsequent clarification on the part of Broward County.
 5. **Prices, Terms, and Payments:** Firm prices shall be provided and include all handling, set up,

shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- (a) **The Vendor:** in submitting this solicitation response certifies that the prices provided 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.:** unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
 - (c) **Ties:** The award on tie responses will be decided 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 Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
 - (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
 - (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to this solicitation. Failure of the Vendor 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 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 and terminate as indicated in the Special Instructions to Vendor. The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration. The Director of Purchasing may renew this contract 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 provided 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 Vendor shall continue the service upon the request of the Director of Purchasing. The extension***

period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor 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 Vendor(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 Vendor 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 Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response 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 priced. A Vendor desiring to offer "No Charge" on an item in a group must so indicate; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all responses.
10. **Payment:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. 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. **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 (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 Vendor.
 - (b) **Non Performance:** The Contract may be terminated for cause by the Awarding Authority for the County 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 solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.
 - (c) **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, Vendor 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, Vendor 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. Vendor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by

County, the adequacy of which is hereby acknowledged by Vendor, is given as specific consideration to Vendor for the County's right to terminate this Contract.

12. **Conditions and Packaging:** Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. 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.
13. **Safety Standards:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.
14. **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 (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its 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 of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.
15. **Inspection, Acceptance and Title:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.
16. **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 solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its 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.
17. **Legal Requirements:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.
18. **Indemnification:** Vendor shall at all times hereafter indemnify, hold harmless and, defend County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, Vendor, its employees, agents, servants, or officers, or accruing, resulting from, or

related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Vendor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

For construction contracts, Vendor 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 Vendor and persons employed or utilized by Vendor in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

19. **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

Vendor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the Contract.

20. **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, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract.
21. **Patents and Royalties:** The Vendor, 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 Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the 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.
22. **Assignment, Subcontract:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any Award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.
23. **Qualifications of Vendor:** Solicitation responses will be considered only from firms normally

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

24. **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 (including but not limited to Broward County Code, Chapter 16½), 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 Vendor 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.

25. **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 solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
26. **Resolution of Protested Solicitations and Proposed Awards:** In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:
- (a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
 - (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website.
 - (c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.

- (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.
- (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

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

- 27. **Public Entity Crimes Act:** Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, 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. Vendor represents that its response to this solicitation is not a violation of Discrimination, 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.
- 28. **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 Vendor. 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 Vendor as a result of this solicitation.
- 29. **Public Records:** Broward County is a public agency subject to Chapter 119, Florida Statutes Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
 - (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored

electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.

(e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 11.

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

Vendor 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, Florida Statutes), 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 of three (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 Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. 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.

31. **Procurement Code:** The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

32. **Ownership of Documents:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this Contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.

33. **State of Florida Division of Corporations Requirements:** It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.

If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

34. **Cone of Silence Ordinance (Invitations For Bids):** In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process. The Cone of Silence Ordinance further provides that after the bid opening for this solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding this solicitation with the County Commissioners and their staff.

For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award

decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners upon bid opening for the solicitation.

The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

Any violations of this ordinance by any member(s) of the responding firm or joint venture may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

35. **Contingency Fees:** By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have 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 Vendor.
36. **Local Business Tax Receipt Requirements:** All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.
37. **Battery Disposal:** The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
38. **Dun & Bradstreet Report Requirement:** The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.
39. **Code Requirements:** The Vendor and his or her 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.
40. **Special Notice:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.
41. **Samples:** Samples or drawings, when required, shall be free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.
42. **Vendor Responsibilities:** Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.
43. **Vendor Evaluation:** The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf and will be completed by the Contract Administrator.

An interim performance evaluation of the successful Vendor 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 Vendor 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 Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the

Vendor for future solicitations.

VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response but must be submitted within three business days of County's request. Failure to provide the completed questionnaire timely may result in the Vendor being deemed non-responsive. **If a response requires additional information, the Vendor should attach/upload a written detailed response; each response should be numbered to match the question number.** The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, AND MAJOR SHAREHOLDER:
 - a) Thomas A. Jackson, President/Daniel DiMura, VP
 - b) Kenneth R. Jackson, Sec/Treas, William F. Jackson Jr., Owner
 - c) Staffin Zebarth, Owner
 - d)

2. Specify the type of services or commodities your firm offers:
Underground Contractor, Clean, Televis, Rehabilitation to Storm and Sanitary Sewer Systems.

3. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **38 years**

4. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? Yes No

5. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? Yes No
The County reserves the right to verify prior to a recommendation of award. N/A (if service)

6. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached a written response. Yes No

7. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached a written response. Yes No

8. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached a written response. Yes No

9. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached a written response. Yes No

10. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. Yes No

Vendor Name: Shenandoah General Construction Company

11. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Yes No

12. Would your firm accept a Visa credit card as payment from Broward County? Yes No

13. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a

result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing.

Yes No
 N/A

If yes, Living Wage increased the pricing by % or decreased the pricing by %.

14. Non-Collusion Certification: Vendor shall disclose, 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), Florida Statutes, 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. 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.

Select One:

- Vendor certifies that this offer is made independently and free from collusion; or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 15 - 18 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations:

15. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet.
City of Ft Pierce - #2014-016 - Georgia Ave. Drainage Basin Outfall Repairs
Collier County - #10-5507 - Storm Drain Cleaning, Documenting & Repairs
FDOT D5 - #E5T04 - Storm Drainage Cleaning, Televising, Lining on US17/92
16. Has your firm completely inspected the project site(s) prior to submitting response? Yes No
17. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. Yes No
18. What equipment does your firm own that is available for this contract?
See attached list

Vendor Name: Shenandoah General Construction Company

19. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. **Only one (1) Broward County Board of County Commissioners agency reference may be submitted.** If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference No. 1:

Scope of Work: Clean, Inspect & Repair Water Control Facilities
Contract/Project Title: #T0824710B1 Clean, Inspect & Repair Water Control Facilities
Agency: Broward County Water & Wastewater Management
Contact Name/Title: Carl Archie, Engineer IV
Contact Telephone: 954-831-0753 Email: carchie@broward.org

Contract/Project Dates
(Month and Year): 10/14/10 - 10/13/12
Contract Amount: \$ 541,690.00

Reference No. 2:

Scope of Work: Storm Drain Cleaning, Documenting, Repairs, Sliplining, CIPP
Contract/Project Title: #10-5507 Storm Drain Cleaning, Documenting, Repairs
Agency: Collier County
Contact Name/Title: JR Goerentz
Contact Telephone: 239-252-8924 Email: JRGoerentz@colliergov.net
Contract/Project Dates
(Month and Year): 12/14/10 - 12/13/14
Contract Amount: \$ 250,000.00

Reference No. 3:

Scope of Work: Cleaning, Televising, Sliplining & CIPP
Contract/Project Title: #E5T04 Cleaning, Televising, Sliplining & CIPP US17/92
Agency: FDOT D5
Contact Name/Title: Dwight Grube
Contact Telephone: 386-746-3482 Email: dwight.grube@dot.state.fl.us
Contract/Project Dates
(Month and Year): 05/23/14 - 11/24/14
Contract Amount: \$ 1,542,225.00

Name of Vendor: Shenandoah General Construction Company

Litigation History Requirement:

- A. The County will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.
- B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.
- C. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
 - 2. An allegation of negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
 - 3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary); or
 - 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.
- E. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- F. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

LITIGATION HISTORY FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes

- There are no material cases for this Vendor; or
- Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name: Shenandoah General Construction Company

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

A. **Bid Guaranty:** A Vendor must submit a bid bond, executed by a surety company meeting the **Qualifications of Surety Requirements**, with its response. Failure to submit a bid guaranty by solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive.

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

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

B. **Performance and Payment Guaranties:** within 15 calendar days of being notified of the award of contract, Vendor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the **Performance Bond Form** and **Payment Bond Form**.

1. The bonds shall be in the amount of one hundred percent (100%) of the contract amount guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such bond(s) shall be with a surety company which is qualified pursuant to the section, Qualifications of Surety.
2. Each bond shall continue in effect for one year after completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract price, or an additional bond shall be conditioned that the Vendor will upon notification by the County, correct any defective or faulty work or materials which appear within one year after completion of the Contract.
3. Pursuant to the requirements of Section 255.05(1), Florida Statutes, Vendor shall ensure that the bonds referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.
4. In lieu of the performance and payment bond, Vendor may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashier's check or an original **Irrevocable Letter of Credit**. Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by the County for one year after completion and acceptance of the work.
5. The Vendor is required at all times to have valid Performance and Payment Guaranties (or other approved security) in force covering the work being performed.
6. The Vendor agrees to keep such Guaranties (or other security) in effect for the duration of the contract. If the contract is extended or renewed, it shall be subject to the same bonding (or other approved security) requirements.

C. **Qualifications of Surety Requirements:** A bid bond performance bond, and payment bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five years.

1. In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:
 - a. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revision. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 DFR Section 223.10 Section 223.11). Further, the surety company shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.
 - b. The surety company shall hold a current Certificate of Authority with the Florida Office of Insurance Regulation.
 - c. The surety company shall have at least the following minimum ratings:

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

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

Office of Economic and Small Business Requirements: CBE Goal Participation

- A. In accordance with Broward County Business Opportunity Act of 2012, Ordinance No. 2012-33, Broward County Code of Ordinances, the County Business Enterprise (CBE) Program is applicable to this contract. All Vendors responding to this solicitation should utilize, or attempt to utilize, CBE firms to perform at least the assigned participation goal for this contract.
- B. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; required forms and information should be submitted with solicitation submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of the Office of Economic and Small Business Development's (OESBD) request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.
1. Vendor should include in its solicitation submittal a **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier**, for each certified CBE firm the Vendor intends to use to achieve the assigned CBE participation goal.
 2. If a Vendor is unable to attain the CBE participation goal, the Vendor should include in its solicitation submittal **Application for Evaluation of Good Faith Effort** and all of the required supporting information.
- C. The Vendor shall only address the base solicitation amount for CBE goal participation. No alternate/optional item(s) shall be addressed. If the County chooses to exercise the right to award alternate/optional solicitation item(s), the CBE participation goal for this solicitation shall apply to the alternate/optional item(s) recommended to be awarded. The County shall issue a notice to the apparent successful Vendor requiring the Vendor to comply with the CBE participation goal for the alternate/optional item(s); Vendor shall submit all required forms prior to award. Failure to submit the required forms may result in rejection of the solicitation.
- D. The Office of Economic and Small Business Development maintains an on-line directory of CBE firms. The on-line directory is available for use by Vendors at <https://bcegov3.broward.org/SmallBusiness/SBDirectory.aspx>
- E. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. Requirements for Contracts with CBE Goals: if awarded the contract, the Vendor agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the contract.
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
 2. Vendor shall comply with all applicable requirements of the Broward County Small Business Development Program in the award and administration of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of this contract, which shall permit County to terminate this contract or to exercise any other remedy provided under this contract, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.

3. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from County for such subcontracted work and pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from County for such subcontracted work or supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from County. For all other subcontractors or suppliers, if Vendor withholds an amount as retainage, such retainage shall be released and paid within thirty (30) days following receipt of payment of retained amounts from County.
4. Vendor understands that the County will monitor compliance with the CBE requirements. Vendor must report monthly on its CBE participation commitment with its pay requests and is required as a condition of payment.

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

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. This form is to be completed and signed for each CBE firm. Vendor should scan and upload the completed, signed form(s) in BidSync.

Solicitation Number: Y1284708B1

Project Title: Clean, Inspect and Repair Drainage
Facilities

**Bidder/Offeror
Name:**

Address: _____ City: _____ State: _____ Zip: _____

Authorized _____ Phone: _____
Representative:

**CBE Subcontractor/Supplier
Name:**

Address: _____ City: _____ State: _____ Zip: _____

Authorized _____ Phone: _____
Representative:

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

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value

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

CBE Subcontractor/Supplier Authorized Representative

(Signature) _____ (Title) _____ (Date) _____

Bidder/Offeror Authorized Representative

(Signature) _____ (Title) _____ (Date) _____

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as

closely as possible.

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

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

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

If applicable, this form and supporting documentation should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor should scan and upload the supporting documentation in BidSync.

SOLCITATION NO.: Y1284708B1 PROJECT NAME: Clean, Inspect and
Repair Drainage
Facilities

PRIME CONTRACTOR

ADDRESS

TELEPHONE

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

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

SIGNATURE:

PRINT NAME / TITLE:

DATE:

Living Wage Ordinance Requirements:

- A. Living Wage Ordinance, Section 26-100, Broward County Code of Ordinances, as amended, applies to this contract if the open-end contract award value exceeds \$100,000 per year or if the individual project value exceeds \$100,000 under a fixed-term contract.
- B. The following is a summary of requirements contained the Living Wage Ordinance. This summary is not all-inclusive of the requirements of the Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.
- C. In accordance with the Living Wage Ordinance, the Vendor agrees to pay the current minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted.
- D. **There will be no increase in contract prices paid by the County to the Vendor due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.**
- E. The **Living Wage Ordinance Compliance Affidavit Form**, should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.
- F. Further information about Vendor's obligations under the Living Wage Ordinance, may be obtained from the Purchasing Division's website at <http://www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx>
- G. The Vendor, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the requirements. By responding to a solicitation including the Living Wage Ordinance requirements, Vendor is hereby agreeing to comply with the provisions of the Ordinance and acknowledges awareness of the penalties for non-compliance.
- H. Living Wage Requirements: All covered employees, including those of the Vendor's subcontractors, providing services pursuant to the Vendor's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Vendor and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits.
 - 1. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
 - 2. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Vendors shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid/quote/proposal for a subcontract under this contract, prior to their submitting a bid to the Vendor.
 - 3. The covered employer shall provide the three-language statement to each covered

employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.

- I. Living Wage - Indexing: The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.
- J. Sanctions for Unpaid Wages: In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a covered employer by requiring the covered employer to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.
- K. Payroll; Basic Records; Reporting: 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 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. 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 Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.
 - 1. The covered employer shall submit the payroll information required every six months, to the applicable using agency's 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.
 - 2. Exemption: The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six months from the Director of Purchasing. Covered employers may submit **Application For Exemption From Living Wage Ordinance Reporting Requirements Form** to apply for an exemption from these reporting requirements, prior to award. Failure to submit timely may result in rejection of Application for Exemption.
 - i. Exemptions based on Wage History or Contractual Obligations (ex. Collective Bargaining Agreements) may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer.
 - ii. The reporting exemption does not apply to any new covered employees hired after the date the exemption was granted. For newly hired covered employees, the covered employer may submit an additional exemption application to the Contract Administrator prior to the renewal of contract by the County.
- L. Subcontracts: Covered employees of Vendor's subcontractors, providing covered services pursuant to the Vendor's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Vendor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the subcontractors to include these clauses in all other subcontracts. The Vendor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.
- M. 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 Intergovernmental Affairs and 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 Procedure. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Covered Employer: Shenandoah General Construction Company	
Address: 1888 NW 22 Street, Pompano Beach, FL 33069	
Phone Number: 954-975-0098	Local Contact: Margaret Lary
Solicitation Number: Y1284708B1	Address: 1888 NW 22 Street, Pompano Beach, FL 33069
Contract Amount: 1,033,000.00	Phone Number: 9549750098
Department Served: Water & Wastewater Services	
Brief Description of Service Provided: Clean, Inspect, Repair Drainage Facilities	

By signing below I hereby certify that the covered employees listed below: (please check one)

- 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.

Provide names of employees and job classifications providing covered services for the above referenced contract:

Name	Job Class	A or B	Name	Job Class	A or B
------	-----------	--------	------	-----------	--------

(Attach additional sheets in the format above, if needed)

I, _____ of _____ hereby attest that
(Name) (Title) (Company)

- (1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Vendor certifies that it shall:
- a) Pay all employees working on this contract/project, who are covered by the Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;
 - b) Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and
 - c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principle officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

Daniel DiMura
Signature

Vice President
Title

SWORN TO AND SUBSCRIBED BEFORE ME this 5day of **November, 202014**

STATE OF **Florida**
COUNTY OF **Broward**

Margaret Lary My commission expires: **December 9, 2018** (SEAL)
Notary Public

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

Personally Known Produced Identification Type of Identification Produced:

APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS FORM

This certification must be provided prior to award of the contract. Failure to submit timely upon request of the County may result in rejection of Application for Exemption.

SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

Company Name: Contact Person:

Company Address:

City: State: Zip: Phone:

SECTION 2: USING AGENCY AND SOLICITATION INFORMATION

Using Agency: Solicitation #:

Solicitation Title:

Name of Agency Contact: Agency Contact's Phone:

Solicitation Submittal Amount: \$

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested)

- (LWO 26.103(e)(1); Wage History:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.
Required documentation for this exemption: Provide or attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.
- (LWO 26.103(e)(2); Contractual:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.
Required documentation for this exemption: A copy of the CBA or other contractual agreement must be submitted with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

I, , of hereby attest that

(Name)

(Title)

(Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

SWORN TO AND SUBSCRIBED BEFORE ME this day of , 20

STATE OF COUNTY OF

My commission expires: (SEAL)
Notary Public

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

Personally Known or Produced Identification Type of Identification Produced:

Shenandoah
Signature

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

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

Daniel DiMura
AUTHORIZED SIGNATURE/ NAME

Vice President
TITLE

11/5/14
DATE

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

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 DiMura
AUTHORIZED SIGNATURE/ NAME

Vice President
TITLE

11/5/14
DATE

Daniel DiMura
Authorized Signature/Name

Vice President
Title

Shenandoah General Const. Co.
Vendor Name

11/5/14
Date

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

-
1. Subcontracted Firm's Name: **No Non Certified Subcontractors**
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:

-
2. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:

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

Daniel DiMura
Authorized Signature/Name

Vice President
Title

Shenandoah General Const. Co.
Vendor Name

11/5/14
Date

TRENCH SAFETY ACT REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Florida Trench Safety Act, Section 553.60, Florida Statutes, incorporates the Occupational Safety & Health Administration (OSHA) excavation safety standards, 29 C.F.R Section 1926.650, as Florida's own standards. The Trench Safety Act will apply to any individual project that has trenches in excess of 5 feet deep.

The Vendor, by virtue of the solicitation submission, affirms that the Vendor is aware of this Act, and will comply with all applicable trench safety standards, including any special shoring requirements, if applicable. Such assurance shall be legally binding on all persons employed by the Vendor and subcontractors.

The Vendor is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards. The Vendor further identified the costs and methods summarized below: (fill in either Open-End or Fixed Contract section)

Open-end Contract:

Description	Unit of Measure	Unit Price	Method
Trenching	LF	1.25	Sloping

Special Shoring, if applicable:	SQ. FT.
---------------------------------	---------

Fixed Contract:

Description	Unit of Measure	Quantity	Unit Price	Ext. Price	Method
Special Shoring, if applicable:	SQ. FT.		Unit Price		Method
			Total \$		

Daniel DiMura	Vice President	Shenandoah General Construction Co.	11/5/14
Authorized Signature/Name	Title	Vendor Name	Date

Insurance Requirements: (Refer to the Insurance Requirement Form)

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.
13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim

filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Right to revise or reject. The County reserves the right, but not the obligation, to review and revise the insurance requirements at any time, not limited to deductibles, limits, coverage and endorsements.

EXHIBIT 1

**BROWARD COUNTY
LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT**
(This certification must be provided prior to award of the contract)

Covered Employer:	Shenandoah General Construction Company		
Address:	1888 NW 22 Street, Pompano Beach, FL 33069		
Phone Number:	954-975-0098	Local Contact:	Margaret Lary
Bid/Contract Number:	Y1284708B1	Address:	1888 NW 22 Street, Pompano Beach, FL 33069
Contract Amount:	\$ 1,033,000.00	Phone Number:	954-975-0098
Department Served:	Water & Wastewater Services		
Bid/Contract Title:	Clean, Inspect, Repair Drainage Facilities		

Please check one:

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

- A. Receive a minimum pay of \$ 11.46 per hour and are provided health benefits valued at \$ 1.49 per hour.
 B. Receive a minimum pay of \$ _____ per hour and are not provided health benefits.

Provide names of employees and job classifications providing covered services for the above referenced contract:

Name	Job Class	A or B	Name	Job Class	A or B
Constant Amande	Vac Operator	<input type="checkbox"/> A	Credell Carpenter	TV Operator	<input type="checkbox"/> A
Wilner Amilcar	Laborer	<input type="checkbox"/> A	Agustin Chavez	TV Operator	<input type="checkbox"/> A
Blake Antones	TV Operator	<input type="checkbox"/> A	David Clarke	Vac Operator	<input type="checkbox"/> A
Edner Baptiste	Vac Operator	<input type="checkbox"/> A	Vincent Farquharson	Vac Operator	<input type="checkbox"/> A
Ralph Borno	Laborer	<input type="checkbox"/> A	David Doria	Laborer	<input type="checkbox"/> A

(Attach additional sheets in the format above, if needed) See Attached

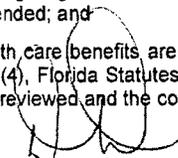
I, Daniel DiMura, Vice President of Shenandoah General Construction Co. hereby attest that
 (Name) (Title) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that it shall:

Pay all employees working on this contract/project, who are covered by the Broward County Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;

Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and

(IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principle officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.



 Signature Title
 Vice President

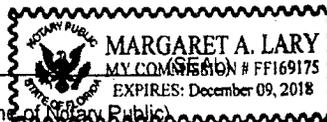
SWORN TO AND SUBSCRIBED BEFORE ME this 18 day of November, 2014

STATE OF Florida COUNTY OF Broward

 Notary Public

My commission expires: _____

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



Personally Known or Produced Identification _____

Type of Identification Produced: _____

Shenandoah General Const. Co.

Continuation Sheet

Name	Job Class	A or B
FRANCOIS; JULES	LABORER	A
HOUSTON; ROYNAL E	LABORER	A
JEAN; ST HOLEME	LABORER	A
CUMMINGS JR.; EUGENE	DIVER	A
KELLY; KENNETH R	VAC TRUCK OPERATOR	A
LAURENT; WILFAUD	LABORER	A
MCBRIDE; KEITH B	VAC TRUCK OPERATOR	A
MUNOZ; HAROLD D	TV TRUCK OPERATOR	A
MURRAY; JIMMIE	VAC TRUCK OPERATOR	A
PIERRILUS; SAINT JEAN	LABORER	A
ROBERTS; LEON L	LABORER	A
RUSSELL; ANDEEN	LABORER	A
RUSSELL; FRANK L.	VAC TRUCK OPERATOR	A
RUSSELL; ALLAN L	VAC TRUCK OPERATOR	A
SCHOMBURG; CARY A	VAC TRUCK OPERATOR	A
SIMMS; JOSLYN COUREY	DIVER	A
THOMAS; DERRICK G.	VAC TRUCK OPERATOR	A
THOMAS; CLAYTON B	LABORER	A
TYNES; BRYAN L	LABORER	A
VERA; JOSE I.	LABORER	A
WALKER; ANDRE	LABORER	A
WALLEN; LEAFORD W.	LABORER	A
WHITE; GAREY A	LABORER	A
YOUMANS; CALVIN N.	VAC TRUCK OPERATOR	A

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
11/19/2014

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

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

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Michael Gorham	CONTACT NAME: PHONE (A/C, No, Ext): 954-776-2222 FAX (A/C, No): 954-776-4446	
	E-MAIL ADDRESS:	
INSURED Shenandoah General Construction Co Attn: Margaret Lary 1888 NW 22nd Street Pompano Beach, FL 33069	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Liberty Mutual Fire Ins. Co. 23035	
	INSURER B : Amerisure Insurance Company 19488	
	INSURER C : Homeland Ins. Co. of New York 34452	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

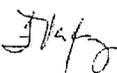
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		TB2291461934033	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/POP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			AS2291461934023	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			TH7Z91461934013	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC208071502	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liab			7930005760002	03/22/2014	12/31/2014	Incident \$ 1,000,000
	DED \$2,500						Aggregate \$ 2,000,000

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

Project: Y1284708B1 - Clean, Inspect & Repair Drainage Facilities
 Certificate Holder is listed as additional insured with respects to General Liability if required by written contract per endorsement LC 04 43 05 12.
 Excess Liability follows form over General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Broward County Room 212 115 S. Andrews Ave Fort Lauderdale, FL 33301	BROW000 Digitally signed by FRANCISCO VASQUEZ Date: 2014.11.26 14:02:16 -05'00'	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Shenandoah General Construction Company
as Principal, hereinafter called the Principal, and

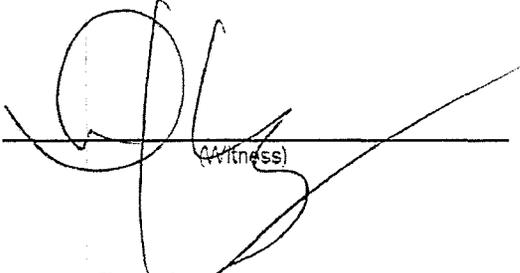
Western Surety Company
a corporation duly organized under the laws of the State of South Dakota
as Surety, hereinafter called the Surety, are held and firmly bound unto

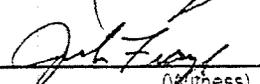
Board of County Commissioners, Broward County, FL
as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT (5%) OF PROPOSED BID-Dollars (\$ ---5%--)**,
for the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Clean, Inspect and Repair Drainage Facilities, #Y1284708B1

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Oblige 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 5th day of November 2014.

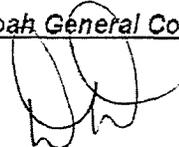


(Witness)


(Witness)

Risk Management Division
Frank Vasquez *FV* 12/1/14
Risk Insurance and Contracts

Shenandoah General Construction Company



Daniel Dimura, Vice President

Western Surety Company



Arthur K. Broder, Agent & Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Arthur Karl Broder, Michael P Broder, Individually

of Davie, 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 Vice President and its corporate seal to be hereto affixed on this 12th day of September, 2012.

WESTERN SURETY COMPANY



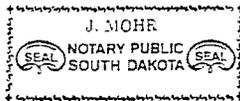
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of September, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of November, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

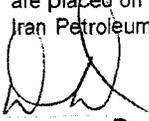
SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

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

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



Daniel DiMura	Vice President	Shenandoah General Const. Co.	1/28/15
Authorized Signature/Name	Title	Vendor Name	Date