

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

### Bridges and Miscellaneous Structures Repairs

#### A. Scope:

Vendors are invited to respond for an open-end contract for **Bridges and Miscellaneous Structures Repairs** to for the Broward County Highway Bridge Maintenance Division and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award, or upon expiration of the current contract (January 18, 2019), whichever is later and shall terminate **one (1) year** from that date. The Director of Purchasing may renew this contract for **two (2) one-year renewal period(s)** subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent in advance of expiration date of this contract.

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

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

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

#### B. Specifications and Requirements:

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

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

This solicitation has the following County Business Enterprise Goals: **35% CBE Goals**. Vendors must follow the instructions included in the **Office of Economic and Small Business Development Requirements** and submit all required forms and information as instructed.

#### D. Federal Transit Administration Requirements:

Not applicable to this solicitation.

#### E. Vendor Responsibilities:

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

Vendor shall perform the Work with its own organization, amounting to not less than **70%** percent of the Contract Price.

**F. Licensing Requirements:**

Proof of licensing 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.

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

- STATE:** CERTIFIED GENERAL CONTRACTOR;
- OR
- BROWARD COUNTY:** GENERAL ENGINEERED CONSTRUCTION BUILDER;  
(Must be registered with the State)
- OR
- SPECIALTY ENGINEERED STRUCTURAL BUILDER CLASS 2A,  
(Must be registered with the State)
- OR
- BRIDGES, OVERPASSES, UNDERPASSES CLASS “2B”  
(Must be registered with the State)

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

**G. Public Bid Disclosure Act:**

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

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

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

**H. Pass-Thru Allowance, Permits and Fees:** (for Agencies other than Broward County Commissioners)

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

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

Unforeseen Conditions Estimated Annual Amount: \$175,000

This allowance will allow the contractor to be reimbursed for actual cost of construction activities not specified in the contract related to unforeseen structure conditions, unknown foundations, etc. that are discovered and affect construction costs. The Contract Administrator will approve use of this line and no mark-up shall be allowed.

Parts and Materials Estimated Annual Amount: \$100,000

This allowance will allow the Contractor to be reimbursed for actual cost of required parts and materials items not listed in the contract line items such as specialized drawbridge components, specialized bridge construction materials, etc. The Contractor Administrator will approve use of this line item and no mark-up shall be allowed.

Specialized Construction Activities Estimated Annual Amount: \$150,000

This allowance will allow the Contractor to be reimbursed for actual cost of construction activities not specified in the contract related to highly specialized drawbridge repairs, specialized structural repairs, etc. Useful in response to emergency repairs. The Contract Administrator will approve use of this line item and no mark-up shall be allowed.

Permit Fees for non-Broward County Agencies Estimated Annual Amount: \$5,000

This allowance is for non-Broward County agency permit fees. Municipalities and utilities affected by construction often charge fees for work within their jurisdiction. The amounts vary, but are generally based on the total cost of construction. The Contractor shall be required to provide proof of payment with no mark-up at the time of request for payment. The Contract Administrator will approve use of this line item and no mark-up shall be allowed.

**I. Prevailing Wage Rates:**

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

**J. Liquidated Damages:**

1. The work to be performed under this Contract shall be commenced upon issuance of Purchase Order or Notice to Proceed, which will not be issued until receipt of all required documents.
2. The work shall be completed and ready for final payment per schedule identified in the Notice to Proceed and mutually agreed upon by the County and Vendor.
3. Upon failure of the Vendor to complete a project awarded pursuant to this contract within the specified period of time (plus approved extensions, if any) the Vendor shall pay to County the following for each calendar day (plus approved extensions) after the time specified for completion and readiness for final payment.

<b>Original Contract Amount</b>	<b>Daily Charge Per Calendar Day</b>
\$50,000 and under	\$956
Over \$50,000 but less than \$250,000	\$964
\$250,000 but less than \$500,000	\$1,241
Over \$500,000	\$1,665

4. This amount is not a penalty but liquidated damages to the County. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the County as a consequence of such delay. Vendor acknowledges and agrees that damages to County from untimely completion are extremely difficult to determine, and accordingly the Vendor agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.
5. The County is authorized to deduct liquidated damage amounts from the monies due to Vendor for the work under this contract, or as much thereof as the County may, at its own option, deem just and reasonable.

**K. Payment:**

1. Final payment and release of retainage will be paid in full upon completion of all requirements.
2. Prior to the first Application for Payment, the Vendor shall submit to the County, a schedule of values of the various portions of the Work, aggregating the total Contract Sum. Each item in the schedule, when approved by the County, shall be used only as a basis for the VENDOR'S Application for Payment.
3. If the solicitation includes an allowance amount for permits, parts on a pass thru, or other identified types of allowances, the following shall apply to payment of allowances:
  - a. The allowance amount and scope of allowance is identified in the solicitation's Specifications and Requirements.
  - b. The allowance amount is an estimate only; payment is not guaranteed and is only paid based on actual costs incurred by the Vendor for the identified allowance.
  - c. The Contract Administrator or designee must authorize use of any allowances (per Specifications and Requirements) prior to Vendor incurring costs related to an allowance amount.
  - d. No markup or additional fees are allowed on payment of allowance items. This includes, but is not limited to, overhead, profit, "runner's fees", etc.
  - e. Allowances for Permit Fees: payment for permit fees does not include licenses, permit expediting services, re-inspection fees, and expired permit fees. Proof of permit fee(s) shall be submitted with Vendor's invoice for payment.
  - f. Allowance for Parts on a Pass Thru: Vendor must charge the County the same invoice prices as it is charged by its suppliers. A copy of the Vendor's invoice(s) from supplier(s) for approved parts and materials shall be submitted with the Vendor's invoice for payment. In cases where the Vendor manufactures its own parts, Vendor will charge the County a price no higher than it charges its most favored customer.