

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA**

CONFIDENTIAL
PBCWUD DOCUMENT
NOT FOR PUBLIC DISCLOSURE
In Accordance with:
FS Chapter 281.301
FS Chapter 119.071 (3) (b)
FS Chapter 153

2023 Lift Station Rehabilitation Continuing Construction Contract

PBCWUD Project No. 23-031

**CONTRACT DOCUMENTS
BIDDING REQUIREMENTS, CONTRACT FORMS,
CONDITIONS OF THE CONTRACT, AND
TECHNICAL SPECIFICATIONS**

**Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
West Palm Beach, FL 33413
FAX: (561) 493-6113
E-Mail Address: Destime@pbcwater.com**

Bids will be received at the office of the Palm Beach County Water Utilities Department, Administration Building, located at 8100 Forest Hill Boulevard, West Palm Beach, Florida 33413 at the time and on the date specified in the Advertisement for Bids.

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
2023 Lift Station Rehabilitation Continuing Construction Contract**

PBCWUD Project No. 23-031

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ADVERTISEMENT FOR BID

Project Name: 2023 Lift Station Rehabilitation Continuing Construction Contract

PBCWUD Project No.: 23-031

Sealed Bids containing all the required Bid Documents will be received by the Board of County Commissioners, Palm Beach County, Florida, until **2:00 PM** on **August 2, 2023**, at the Palm Beach County Water Utilities Department, Administration Building (1st Floor Reception Desk) located at 8100 Forest Hill Boulevard, West Palm Beach, Florida. The Bid Documents received by this time will be opened the same day, **August 2, 2023**, in accordance with the Invitation to Bid and Instructions to Bidders, at or after **2:00 PM** in the Administration Building, Conference Room (Room 158).

The bids will be for furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for the rehabilitation of wastewater submersible lift stations, including but not limited to, wetwell, valve vault and manhole repairs/replacements, emergency by-pass, force main and gravity sewer installation and all associated appurtenances. The contract is for a two-year (24-month) term with an optional one 12-months contract renewal. The contract will be awarded to up to two (2) of the lowest responsive and responsible bidder(s).

All conditions and requirements for bid submission, consideration, and award are contained in the Bid Documents. The Bid Documents will be available to download free of charge beginning July 5, 2023. Please visit Palm Beach County's Vendor Self Service page to access the Bid Documents: <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. IF BIDDER INTENDS TO USE SUBCONTRACTORS, BIDDER MUST ALSO ENSURE THAT ALL SUBCONTRACTORS ARE REGISTERED AS VENDORS IN VSS. ALL SUBCONTRACTOR AGREEMENTS MUST INCLUDE A CONTRACTUAL PROVISION REQUIRING THAT THE SUBCONTRACTOR REGISTER IN VSS. COUNTY WILL NOT FINALIZE A CONTRACT AWARD UNTIL THE COUNTY HAS VERIFIED THAT THE BIDDER AND ALL OF ITS SUBCONTRACTORS ARE REGISTERED IN VSS. This will allow the County to notify you of upcoming solicitations. In addition, there may be certain documents necessary for submittal of a bid which are exempt from public disclosure. Bidders shall download and submit a Plan Holder Registration form (Bid Document attachment) to access these exempt documents. Registered Plan Holders will automatically receive notification of addenda and project updates.

The Bid Documents also may be obtained from **Palm Beach County Water Utilities Department**, 8100 Forest Hill Boulevard, West Palm Beach, FL 33413. A non-refundable service charge of **\$100.00** per set of Bid Documents is required. Checks are to be made payable to "Palm Beach County Water Utilities Department." Partial sets will not be available. Bidders requiring Bid Documents mailed must provide an express mail account number to the PBCWUD Engineering Division. The bill will be charged to the recipient's account.

Bid Documents may also be examined at the following plan houses:

ConstructConnect (800) 364-2059
Dodge Data & Analytics, LLC (800) 393-6343
Construction Journal, Stuart (800) 785-5165

When Bid Documents are obtained through a plan house, Bidders must notify the Palm Beach County Water Utilities Department's Project Manager via e-mail in order to be registered to receive project addendums and communications.

Questions may be addressed in writing to **Ralph Estime, PMP** at Destime@pbcwater.com or **Palm Beach County Water Utilities Department, 8100 Forest Hill Blvd., West Palm Beach, FL 33413**.

Pursuant to the Palm Beach County Code Section 2-80.20 – 2-80.40, the Equal Business Opportunity (EBO) Ordinance, the County will provide contracting and subcontracting opportunities for S/M/WBEs. The following Affirmative Procurement Initiatives (APIs) apply to this project:

The SBE subcontracting goal for this project is a mandatory minimum of 20% participation, See EBO Ordinance Section 2-80.27(1)(c), of which 3% shall be among certified African American and/or Hispanic American owned firms, See EBO Ordinance Section 2-80.27(2)(b).

Explanation of goal setting committee's reasons for applying this API: The goal setting committee's reason for applying this particular API to this project was that the most recent data on the utilization of the foregoing MBEs indicates that contracts of this type have exhibited significant disparities in the utilization of these MBEs.

When a mandatory SBE or M/WBE goal applies to this solicitation, then any bid that fails to comply with the required goal shall be deemed non-responsive after the period allowed for waiver requests has lapsed. If a bidder is unable to comply with a required goal, such bidder shall submit a request for a waiver or partial waiver at least 7 days prior to the bid due date. If a bidder requests a waiver from a goal from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted the solicitation will be amended accordingly and the due date extended again. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on the County's EBO Program.

At the time of bid submission each bidder, and all identified subcontractors, must possess all professional licenses or certifications required by the State of Florida and/or Palm Beach County, as applicable, for the purpose of performing the specified work.

Bid proposals must be submitted on the forms provided by Palm Beach County and accompanied by a bid bond security in favor of Palm Beach County in the amount of not less than five percent (5%) of the bid price. A public construction bond (100%) will be required of the successful bidder within fourteen calendar days of notification from County.

Bidders are invited to attend a non-mandatory pre-bid conference to be held on **July 19, 2023** at **10:00 AM** at the address listed below. A non-mandatory site visit will not be scheduled at the conclusion of this conference. Attendance at this pre-bid conference is recommended and encouraged.

Palm Beach County Water Utilities Department
Administration Building Conference Room 158
8100 Forest Hill Blvd.
West Palm Beach, FL 33413

In accordance with F.S. 287.133(2)(a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Palm Beach County) in excess of Ten Thousand dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

The Board of County Commissioners reserves the right to waive any bid irregularities, informalities, or technical deficiencies and to reject any and all bids. Assignment of tasks to the selected bidder(s) will be at the sole discretion of the County. Task assignments will be subject to scope definition on a task-by-task basis. No amount of construction services or compensation is guaranteed to the selected bidder(s).

This Notice given this 27th day of July 2023, Palm Beach County Water Utilities Department.

BY: _____
Deputy Director, Palm Beach County Water Utilities Department

PRINT NAME: Krystin Berntsen PE, PMP

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT &
COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BY: GREGG K. WEISS, MAYOR

PUBLISH: Palm Beach Post
July 2, 2023

END OF SECTION

INVITATION TO BID

Project Name: 2023 Lift Station Rehabilitation Continuing Construction Contract

PBCWUD Project No.: 23-031

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Explanation of goal setting committee's reasons for applying this API: The goal setting committee's reason for applying this particular API to this project was that the most recent data on the utilization of the foregoing MBEs indicates that contracts of this type have exhibited significant disparities in the utilization of these MBEs.

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At the time of bid submission each bidder, and all identified subcontractors, must be properly certified and licensed in the State of Florida and/or Palm Beach County, as applicable, for the purpose of performing the specified work.

Bid proposals must be submitted on the forms provided by Palm Beach County and accompanied by a bid bond security in the form of a certified check, cashier's check, money order or a bid bond in favor of Palm Beach County in the amount of not less than five percent (5%) of the bid price. A public construction bond (100%) will be required of the successful bidder within 14 calendar days of notification from County. All bid documents must be submitted in sealed envelopes as described in the INSTRUCTIONS TO BIDDERS.

Bidders are invited to attend a non-mandatory pre-bid conference to be held on **July 19, 2023, at 10:00 AM**, at the address listed below. A site visit will not be scheduled at the conclusion of this conference. Attendance at this pre-bid conference is recommended and encouraged.

Palm Beach County Water Utilities Department
Administration Building Conference Room 158
8100 Forest Hill Blvd.
West Palm Beach, FL 33413

In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Palm Beach County) in excess of Ten Thousand dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

The Board of County Commissioners reserves the right to waive any bid irregularities, informalities, or technical deficiencies and to reject any and all bids.

END OF SECTION

PALM BEACH COUNTY
INSTRUCTIONS TO BIDDERS
PBCWUD Project No.: 23-031

SECTION DESCRIPTIONS

1. DEFINITIONS
2. LICENSES, BUSINESS TAX RECEIPTS, POLICY REGARDING SUBCONTRACTORS
3. BIDDER'S REPRESENTATIONS
4. BIDDING DOCUMENTS
5. BIDDING PROCEDURE
 - 5.3 EQUAL BUSINESS OPPORTUNITY PROGRAM
6. CONSIDERATION OF BIDS AND AWARD OF CONTRACT
7. TIME
8. VOLUNTARY PARTNERING
9. PUBLIC BID DISCLOSURE COMPLIANCE
10. CONSTRUCTION INCENTIVE PROGRAM
11. LIQUIDATED DAMAGES
12. LOBBYIST REGISTRATION ORDINANCE - CONE OF SILENCE
13. LIVING WAGE ORDINANCE
14. CRIMINAL HISTORY RECORDS CHECK ORDINANCE
15. DEPARTMENT SPECIFIC INSTRUCTIONS
16. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL
17. NOTIFICATIONS
18. E-VERIFY – EMPLOYMENT ELIGIBILITY

1.0 Definitions

1.1 **Addenda** are written or graphic instruments issued by the County via the Department prior to the submission of bids which modify or interpret the bidding documents by additions, deletions, clarifications, or corrections or other type of modifications. Addenda will become part of the Contract Documents when the Contract is executed. Bidders, upon receiving addenda, shall insert same into the Bidding documents and are required to acknowledge receipt of all addenda on the Bid Form.

1.2 A **Bid Alternate** Item is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted by the County.

1.3 The **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added or from which work may be deducted for sums stated in Alternate Bid Items.

1.4 A **Bid** is a complete and properly signed offer to do the work or designated portion thereof, for the sums stipulated therein, submitted in accordance with the Bidding Documents. When combined with the completed, signed, sealed Attachments and required information, also referred to as Sealed Bid.

1.5 **Bid Schedule** – The Bidder's cost proposal for Work items.

1.6 The term **Bidder** means one who submits a Bid directly to the County, as distinguished from a sub-bidder who submits a bid to a Bidder.

1.7 **Bid Documents or Bidding Documents** include the Invitation to Bid, Instructions to Bidders, the Bid Form and Attachments, Bid Bond and Forms, the Contract conditions (General, Supplemental, and Special, if included), technical specifications, drawings, exhibits thereto and any Addenda issued prior to the date designated for receipt of bids.

1.8 The **Contract Documents** for bidding and execution of the awarded Work consist of the following:

1. Bidding Requirements - Invitation to Bid, Instructions to Bidders, Bid Form and Attachments, and Bid Bond
2. Contract Forms - Contract, Public Construction Bond, and Form of Guarantee
3. Contract Conditions - General Conditions, Supplemental Conditions, and Special Conditions, if included.
4. Appendices
5. Technical Specifications
6. Addenda
7. Drawings/Plans
8. Permits

9. Sealed Bid
10. Amendment(s), Work Supplement(s), Work Directive(s)
11. Required Contractor Submittals related to the Work

1.9 The term **Contractor** shall mean the person or entity who is the successful bidder and who executes a contract with Palm Beach County and who is identified in the Contract and is referred to throughout the Contract Documents. Contractor may mean the Contractor or his authorized representative, as the contract context requires.

1.10 The term **County or Owner** shall mean the Board of County Commissioners of Palm Beach County, Florida.

1.11 The term **Day or Days** shall mean a calendar day or calendar days. A calendar day begins at 12:00:00 midnight and ends 24 hours later at 11:59:59 p.m.

1.12 The term **Department** shall mean the Palm Beach County Water Utilities Department, 8100 Forest Hill Boulevard, West Palm Beach, FL 33413, Telephone No. (561) 493-6000.

1.13 **Front-end Loading** – This occurs when a Bidder submits a relatively high price on items which are normally completed, or substantially completed, in the early phases of the Work.

1.14 **Invitation for Bid (IFB)** – A competitive bid process advertised by the County requesting sealed Bids from bidders for a project with detailed specifications. A formal Bid opening is scheduled.

1.15 **Local Preference** - In accordance with the Palm Beach County Local Preference Ordinance, as amended, preference shall be given to: (1) those bidders having a permanent place of business in Palm Beach County ("County"); and, (2) those bidders having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, bidders must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of any solicitation.

1.16 A **Lump Sum and Unit Price Bid** is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents containing lump sum and unit price work items. For the purpose of determining the Base Bid amount on a Lump Sum and Unit Price Bid, the unit price costs multiplied by the estimated quantities contained in the Bidding Documents and the lump sum shall be added together.

1.17 **Palm Beach County** is a political subdivision of the State of Florida, as represented by its Board of County Commissioners (hereinafter called "County"). Where the word "approval" is mentioned, "approval" shall mean action by the Board of County Commissioners, or designated representative.

1.18 **S/M/WBE** -- Small, Minority and Women Owned businesses are defined consistent with the requirements of the County's Equal Business Opportunity Ordinance Section 2-80.20-Section 2-80.40 Palm Beach County Code.

1.19 **Unbalanced Bid Item** – Bid items in which the lump sum or unit prices are not in line with industry standards or averages for the items. For a Bid to be balanced, each item must carry its proportionate share of direct cost, overhead and profit.

1.20 The term **Work** as used herein refers to the construction and services required by the Contract Documents and include all labor, materials, equipment, and services provided by the Contractor to fulfill the Contractor's obligations.

2.0 Licenses, Business Tax Receipts, Policy Regarding Subcontractors

2.1 Bidders and their proposed subcontractors of any tier regulated by the Florida Construction Industry Licensing Board or the Construction Industry Licensing Board of Palm Beach County shall be properly qualified and licensed/certified by the appropriate Board or Boards as required by Florida Statute Chapter 489, or Special Act, Laws of Florida Chapter 67-1876 prior to the time of submission of the bid. State of Florida Contractor's Registration/License or numbers or Palm Beach County Certificate Numbers must be listed at the applicable places on the Bid Form. Any bid, which is submitted by a contractor who fails to comply with this section at the time the bid is submitted, or which lists a subcontractor who is not in compliance with this section at the time the bid is submitted, shall be rejected as non-responsive.

2.2 The Contractor, subcontractors of any tier, and specialty contractors must have a valid Palm Beach County business tax receipt at the time of bid submission, except where provisions of F.S. 205.065 apply.

2.3 It is Palm Beach County's policy to discourage contractors from seeking new subcontractor or supplier pricing after the opening of bids of a County contract, which practice is sometimes known as bid or subcontractor shopping. In order to facilitate this policy, Bidders are required to identify, in the Bid Documents, the major subcontractors which Bidder, as the contractor, intends to use to perform the contract.

2.3.1 No Contractor, having been awarded any contract based upon the Contractor's response to an invitation to bid, request for proposal, request for qualifications, or other solicitation for competitive selection wherein the Contractor listed the subcontractors which the Contractor intended to use in performing such contract, shall replace any subcontractor listed in the Contractor's response to such request without having first demonstrated good cause, acceptable to the County in its sole discretion. The replacement of any S/M/WBE subcontractor shall also conform to the requirements of the County's EBO Ordinance and paragraph 5.3.10 of these Instructions to Bidders."

2.3.2 No Contractor, having been awarded any contract based upon the Contractor's response to an invitation to bid, request for proposal, request for qualifications, or other solicitation for competitive selection wherein the Contractor listed the elements of work which the Contractor intended to perform with its own forces, shall perform such work with a subcontractor without having first demonstrated good cause, acceptable to the County in its sole discretion, for utilizing such subcontractor.

2.3.3 Contractor agrees that neither the County's acceptance nor rejection of the Contractor's request to replace or add any subcontractor shall give rise to any liability of any kind on the part of the County.

2.3.4 No bidder, including subcontractors, will be considered responsible if it had recently failed to satisfactorily carry out any previous contract with Palm Beach County. Contractor shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom County or Engineer may have reasonable objection.

3.0 Bidder's Representations

3.1 Each Bidder by making its Bid represents that:

3.1.1 Bidder has satisfied itself, by personal examination of the location of the proposed Work and by thorough examination of the Bid Documents, that Bidder understands all requirements of the Work. In addition, Bidder has, to the extent Bidder determined to be necessary, satisfied itself regarding the accuracy of the estimate of the quantities of the Work to be done; and shall not at any time after the submission of a Bid dispute or complain of such estimate nor the nature or amount of Work to be performed. Bidder is familiar with, and certifies that all work shall comply with all Federal, State and Local laws, ordinances, rules and regulations that in any way affect the cost, progress or performance of the Work. Failure of a Bidder to be familiar with applicable laws, ordinances, rules and regulations will in no way relieve Bidder from the responsibility of complying with the applicable laws, ordinances, rules and regulations.

3.1.2 The County will make copies of such reports and drawings that are referenced in the Bid Documents available to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the Bidder is entitled to review the technical data contained therein for general information purposes only. County does not represent that the conditions reflected in such reports and drawings are the conditions which contractor will experience, but are based on best information available to the County.

3.1.3 Bidder assumes responsibility for having determined to its satisfaction, prior to the submission of its Bid, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions, the character of equipment and facilities needed preliminary to and during the execution of the Work, the general and local conditions and all other matters which can in any way affect the Work of this Project. The prices established for the Work to be done will reflect all costs pertaining to the Work.

3.1.4 By submission of its Bid, each Bidder affirms that it has, at its own expense, performed any additional examinations, investigations, explorations, tests, or studies and obtained any additional information and data which pertain to the physical conditions (surface, subsurface and underground utilities) at or contiguous to the Site or otherwise, prior to Bidding which may affect the cost, progress or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Bid Documents and/or it has satisfied itself with respect to such conditions and it shall make no claims against the County or the Engineer if on carrying out the Work it finds that the actual conditions do not conform to those indicated.

3.1.5 On request, the County will provide each Bidder access to the Site to conduct such investigations and tests, as each Bidder deems necessary for submission of its Bid. Bidder shall schedule such access in advance with the County by contacting the Department. Upon completion of such additional field investigations and tests, each Bidder shall completely restore disturbed areas to a condition equal to or better than the conditions which existed prior to performance of the additional field investigations and tests.

3.1.6 The lands upon which the Work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials, equipment and supplies are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the County, unless otherwise provided in the Contract Documents.

3.1.7 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of these Instructions to Bidders, that, without exception, the Bid is premised upon performing the Work required by the Bid Documents and that such means, methods, techniques, sequences, or procedures of construction as may be indicated in or

required by the Bid Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Work.

3.1.8 The Bidder shall not be entitled to any additional compensation or time extensions based upon alleged differing conditions that in the opinion of the Engineer and/or the County should have been reasonably anticipated by the Bidder.

3.1.9 The Bidder understands and agrees that the quantities of work or material stated in unit price items are supplied only to give an indication of the general scope of the Work and the County does not expressly or by implication agree that the actual quantity of the Work or material will correspond therewith. The County reserves the right after award to increase or decrease the quantity of any unit price item of the bid quantity, without a change in the unit price, and reserves the right to delete any bid item, in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed fifteen percent (15%) of the contract price.

3.1.10 Scrutinized Companies

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

3.2 As provided in Florida Statute 287.133(2)(a) a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in FF.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

3.3 The undersigned does hereby declare that it is the only person or persons interested in said Bid; that it is a genuine Bid not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that it is made without any connection with any person submitting another Bid for the same Contract; that this Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; that the Bid is in all respects fair and without collusion, fraud, or

mental reservations; that no official of the County or any person in the employ of the County is directly or indirectly interested in said Bid or in the supplies of Work to which it relates, or in any portion of the profits thereof; and that Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

3.4 Local Preference

3.4.1. In accordance with the Palm Beach County Local Preference Ordinance (Sec. 2-80.44), a preference will be given to Bidders having a permanent place of business in Palm Beach County. Local preference means that if the lowest responsive, responsible Bidder is a regional or non-local business, then all bids received from responsive, responsible local Bidders are decreased by 5%, to a maximum of \$100,000 difference. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.

3.4.1.1 Glades Local Preference (Sec. 2-80.44.1): in addition, if the project is located in the Glades area as defined in the Ordinance, a preference will be given to Bidders having a permanent place of business in the Glades area or to a local bidder who utilizes a Glades subcontractor(s) by a minimum of 15% of the total bid price. This preference takes precedence over the preference in Paragraph 3.4.1. If the lowest responsive, responsible Bidder is a non-Glades business, then all bids received from responsive, responsible Glades Bidders are decreased by 5%, to a maximum of \$100,000 difference. If the lowest responsive, responsible Bidder is a non-Glades business, then all bids received from responsive, responsible non-Glades, local Bidders that utilize Glades subcontractors for a minimum of 15% are decreased by 3%, and for a minimum of 30% are decreased by 4%, to a maximum of \$100,000 difference. The original bid amount is not changed; the decrease is calculated only for the purposes of determining the Glades local preference.

3.4.2. To receive a local preference, a business must have a permanent place of business in existence prior to the County's issuance of this Invitation for Bid. A permanent place of business means that the business' headquarters is located in Palm Beach County or for the Glades preference in the Glades area; or, the business has a permanent office or other site in Palm Beach County or Glades area where the business will produce a substantial portion of the goods or services to be purchased.

3.4.3 A valid business tax receipt issued by the Palm Beach County Tax Collector will be used to verify that the business had a permanent place of business prior to the issuance of this Invitation for Bid. The name and address on the business tax receipt must be the same name and address that is included in the bid submitted to Palm Beach County. A Palm Beach County business tax receipt is required unless specifically exempted by law. In lieu of a Palm Beach County business tax receipt, the business' current business tax receipt issued to the business should be included in the response.

3.4.4 The Bidder must submit the attached Certification of Business Location and/or "Certification of Business Location – Glades Subcontractor" as applicable along with a copy of the Bidder's/subcontractor's business tax receipt at the time of bid submission. Failure to submit the certification shall cause the Bidder to not receive a local or Glades local preference. Palm Beach County may require a Bidder to provide additional information for clarification purposes at any time prior to the award of the contract.

3.5 A local business or a Glades business or a local business utilizing Glades Contractors receiving a preference under the Palm Beach County Equal Business Opportunity Ordinance and the Equal Business Opportunity Program Policies and Procedures ("EBO Program and EBO PPM") for a particular purchase shall not be eligible to receive a local preference as established under this Local Preference Code for that same purchase. In case of any inconsistency between the provisions of the Local Preference Code and Chapter 2, Article III, Division 2, Part C of this Code and EBO PPM, Chapter 2, Article III, Division 2, Part C of this Code and EBO PPM shall take precedence.

3.6 Commercial Non-Discrimination. The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Bidder understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

All subcontractor agreements shall include a commercial non-discrimination clause.

3.7 VSS Registration Required. In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. IF BIDDER INTENDS TO USE SUBCONTRACTORS, BIDDER MUST ALSO ENSURE THAT ALL SUBCONTRACTORS ARE REGISTERED AS VENDORS IN VSS. ALL SUBCONTRACTOR AGREEMENTS MUST INCLUDE A CONTRACTUAL PROVISION REQUIRING THAT THE SUBCONTRACTOR REGISTER IN VSS. COUNTY WILL NOT FINALIZE A CONTRACT AWARD UNTIL THE COUNTY HAS VERIFIED THAT THE BIDDER AND ALL OF ITS SUBCONTRACTORS ARE REGISTERED IN VSS.

4.0 Bidding Documents

4.1 Copies

4.1.1 Bidders may obtain complete sets of the Bidding Documents by methods as indicated in the Invitation to Bid.

4.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; the County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete or illegible sets of Bidding Documents.

4.1.3 The County, by making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use. All information contained in the Bidding Documents is the sole property of the County and any unauthorized use is prohibited by law.

4.2 Interpretation or Correction of Bidding Documents

4.2.1 Bidders shall promptly notify the County in writing of any ambiguity, inconsistency or error, which is discoverable upon examination of the Bidding Documents or of the site and local conditions.

4.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Department at the name and address listed in the Invitation to Bid at least ten calendar days prior to the date for receipt of Bids. Bidders requesting clarification or

interpretation of the Bidding Documents shall supply the Department with all information requested by the Department which the Department requires to issue a clarification or interpretation. A bidder finding discrepancies, errors, and/or omissions or having doubt as to the intent of the technical portions of the Bid Documents, or having questions relative to bidding requirements, bidder qualifications and contract award shall at once notify the Department. The Department, in its sole discretion, shall determine if a clarification or interpretation of the Bidding Documents is required.

4.2.3 Any interpretation, clarification, correction, or change of the Bidding Documents will be made only by Addendum. Written instructions regarding discrepancies, omissions or unclear intents shall be sent to all Bidders who have received bid documents from Palm Beach County. Interpretations, corrections or changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

4.2.4 Governing Order of Contract Documents - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the contract.

1. Contract
2. Addenda
3. Instructions to Bidders
4. Special Conditions
5. Supplemental General Conditions
6. General Conditions
7. Technical Specifications/Drawings/Plans
8. Bid Documents

After award, Work Supplements, supplemental agreements, and revisions to plans and specifications will take precedence over any of the above. **In case of discrepancy among technical specifications, drawings, and plans, the most restrictive requirements shall govern.** Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then County shall resolve the conflict in any manner which is acceptable to County and which comports with the overall intent of the Contract Documents.

4.2.5 Whenever reference is made to actions being performed with respect to dates and times set forth in the Invitation to Bid, such reference shall always be interpreted as including, by inference, "or as may be modified by pre-bid addenda".

4.3 Addenda

4.3.1 Addenda will be mailed, delivered, e-mailed, or faxed to all who are known by the Department to have received a complete set of Bidding Documents.

4.3.2 Copies of Addenda will be made available for inspection at the Department where Bidding Documents are on file for that purpose.

4.3.3 No Addenda will be issued later than five work days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids, one which includes postponement of the date for receipt of Bids, one whose content is limited to the listing of additional approved manufacturers and substitutions, or one which contains minor clarifications or changes.

4.3.4 Prior to submission of its Bid, each Bidder shall ascertain that it has received all Addenda issued. The Bidder shall acknowledge receipt of all addenda by completing the acknowledgment space provided on the Bid Form.

5.0 Bidding Procedure

5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on forms furnished by the County. Changes or additions to the Bid, recapitulations or changes in the work bid upon, alternative proposals, or any other modifications of the Bid Form, Attachments to the Bid Form, or the Bid Documents, which are not specifically called for in the Bid Documents may result in the County's rejection of the bid as non-responsive to the Invitation to Bid.

5.1.2 All blanks on the Bid Form and enclosures to the Bid Form shall be filled in by typed text or manually printed in ink.

5.1.3 In the event there are unit price bid items provided in the Bid Form and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item in the Bid Form and the total indicated therein does not agree with the sum of the prices bid for the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where so indicated by the make-up of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

5.1.4 Any interlineation, alteration or erasure must be initialed, in ink, by the signer of the Bid Form.

5.1.5 All requested Bid Alternate Items shall be bid. If no change in the Base Bid is required, enter "No Change."

5.1.6 The Bidder shall provide on Attachment No. 4 to the Bid Form, the names and license or certificate numbers of major subcontractors who will perform that portion of work which will be performed by subcontractors. A major subcontractor is one that is expected to perform more than 5% of the dollar amount of the bid or as listed on Attachment No. 4 to the bid form by the Engineer.

5.1.7 Each page of the Bid Form and Attachments to the Bid Form shall include, where requested, the legal name of the Bidder. The Bid Form shall also contain a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

5.1.8 In the event a Bid is submitted by two or more Bidders as a joint venture, such Bid shall be submitted in strict accordance with all applicable laws of the State of Florida, State Contractor License Law, and Rules and Regulations of the State Contractor's Board. The joint venture and all legal entities comprising the joint venture shall be jointly and severally liable and shall be required to submit and sign the Bid Form, execute the Bid Bond as listed Principals, and, if awarded the Contract, shall be required to execute the Contract and Public Construction Bond as listed Principals and provide insurance evidencing the joint venture and all legal entities as the insured.

5.1.9 No person, firm or corporation shall be allowed to submit, or have an interest in, more than one Bid for the same work unless alternate bids are specifically called for. A person, firm or

corporation that has submitted a subbid to a Bidder is not, however, disqualified from submitting a subbid or quoting prices to other Bidders or submitting a prime Bid.

5.1.10 The following forms, together, comprises a Bid and must be submitted at the times identified in 5.4:

BID DOCUMENTS (Due August 2, 2023 by 2:00 PM)

BID FORM

ATTACHMENT NO. 1	BID BOND
ATTACHMENT NO. 2	OFFICE OF EQUAL BUSINESS OPPORTUNITY - SCHEDULE 1 and SCHEDULE 2
ATTACHMENT NO. 3	CERTIFICATION OF BUSINESS LOCATION
ATTACHMENT NO. 4	LIST OF MAJOR SUBCONTRACTORS
ATTACHMENT NO. 5	TRENCH SAFETY

Omission of any of these attachments from the bid submission, or failure to properly complete any portion of the required forms, or failure to deliver the attachments at or before the times specified in paragraph 5.4 may be cause to reject the entire Bid.

5.2 Bid Security, Project Bonds, Insurance, and Indemnity

5.2.1 Each Bid shall be accompanied by a BID SECURITY (in the form of, at Bidder's option, cashier's check, certified check, money order or Bid Bond in favor of the County) in the amount of at least five percent (5%) of the bid price pledging that the Bidder will within fourteen (14) days after Notification from County, enter into a contract with the County on the terms stated in its Bid and will furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish the required bonds and insurance, the amount of the bid security shall be forfeited to the County as liquidated damages, not as penalty. If a Bidder fails to execute a Contract for the project, the Bidder may be suspended or debarred from bidding on future projects for a period of two (2) years, in accordance with the Palm Beach County Purchasing Ordinance. The County may further pursue any and all remedies available against the Contractor for damages resulting from its failure to enter into a contract.

5.2.2 The bid bond shall be written on the Bid Bond form, included as part of the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety must be licensed to do business in the State of Florida and shall affix to the bond a certified and current copy of his power of attorney. If a bid bond is submitted on a form other than that provided, such submission shall result in the bid being declared non-responsive. Checks and money orders shall be made payable to Palm Beach County Board of County Commissioners.

5.2.3 The County will have the right to retain the bid security of Bidders to whom an award is being, or may be, considered until either (a) the Contract has been executed and the bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

5.2.4 Bond Requirements

The bond requirements may be waived where permissible under applicable law.

5.2.4.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the County may prescribe. Bonds may be secured through the Bidder's usual sources provided the Surety must be authorized to do business in the State of Florida.

5.2.4.2 Prior to execution of a Contract, and not later than fourteen (14) calendar days after Notification from County, the successful Bidder shall furnish contract bonds to the Department, on the forms provided in the bidding documents, as follows:

1. Public Construction Bond in the Amount of 100% of the Contract Price.
2. Form of Guarantee

Such Public Construction Bond shall incorporate by reference all of the terms and conditions of the Contract Documents, including but not limited to the Contractor and Surety's obligation for liquidated damages as well as Surety's acknowledgment regarding any and all provisions addressing or regarding "no damages for delay", as provided for in the General Conditions.

5.2.4.3 The Surety Company, in addition to the above requirements, shall be currently listed with the United States Department of Treasury for an amount greater than the contract amount. The Contractor, at the time of his execution of the contract, shall provide, with his Contract Bonds, a copy of the Surety Company's current valid Certificate of Authority issued by the United States Department of the Treasury under SS 31, U.S.C. 9304-9308.

5.2.4.4 The bonds and guarantees shall be written on the forms included in the Contract Documents provided by the Department.

5.2.4.5 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney, reflecting his/her authority as Power of Attorney, which must be valid in the State of Florida.

5.2.4.6 As soon as possible after award of the contract, successful bidder shall deliver to County a certified copy of the recorded Public Construction Bond or, when applicable, the recorded Payment and Performance bonds. **No payment will be made for work performed under this contract until a certified copy of the appropriate bond(s) has been delivered to County.**

5.2.5 Insurance Requirements - Prior to execution of a Contract and not later than fourteen (14) calendar days after Notification from County, the successful Bidder shall furnish to the Department certificates of insurance evidencing the existence of current valid, and binding insurance policies for the limits and coverage in accordance with the requirements delineated in the General Conditions, where such insurance is to be provided by Contractor, or as otherwise modified within the Contract Documents, together with a declaration of deductible amounts applicable to each type of insurance provided, acceptable to County.

5.3 Equal Business Opportunity Program.

5.3.1 Policy It is the policy of the Board of County Commissioners of Palm Beach County, Florida, (the Board) that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO program, and which is incorporated into and made a part of this

solicitation. A bidder must comply with the requirements contained in this section for a bidder to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

5.3.2 Affirmative Procurement Initiatives (APIs). The APIs approved for this solicitation, including any applicable SBE or MWBE goals, are set out on the Bid Form which is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

5.3.3 API Waiver Requests/Good Faith Efforts. If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. **If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.**

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the EBO Office, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

Good Faith Efforts means documentation of the Bidder's intent to comply with the applicable APIs, including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Bidder's commitment to comply with SBE or M/WBE goals as established by the Office of EBO for a particular contract; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE firms or M/WBE firms listed in the Office of EBO's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Bidder; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE subcontractors). Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the Office of EBO.

5.3.4 Bid Submission Documentation. S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce

as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:

5.3.4.1 Schedule 1 - List of Proposed Contractor/Consultant and Subcontractor/Subconsultant Participation. A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

5.3.4.2 Schedule 2 - Letter of Intent. A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

5.3.5 S/M/WBE Certification. Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at <http://discover.pbcgov.org/oebo/Pages/Vendor-Directory.aspx> to verify S/M/WBE certification.

5.3.6 Counting S/M/WBE Participation.

Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

5.3.7 S/M/WBE Participation. Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

5.3.8 Post Bid Waiver Request. After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have performed Good Faith Efforts in its attempt to find a suitable a substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in Section 5.3.12 herein may be imposed by the EBO Office.

5.3.9 Responsibilities after Contract Award. The successful Bidder shall submit the following forms with each pay application:

5.3.9.1 Schedule 3 – S/M/WBE Activity Form. This form shall be submitted by the prime contractor with each payment application when S/M/WBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs. A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Contract.

The successful bidder shall submit an S/M/WBE Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The S/M/WBE Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

5.3.10 S/M/WBE Substitutions after Contract Award. After contract award, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the EBO Office for approval. Any desired change in the S/M/WBE

participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor. Subcontractors shall specify the type of Work to be performed, the cost or percentage shall also be specified. In the event the Prime Contractor is found not to have performed Good Faith Efforts in its attempt to find a suitable a substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in Section 5.3.12 herein may be imposed by the EBO Office.

5.3.11 Change Orders and Modifications. If the County's issuance of an alternate or change order on a project results in changes in the scope of Work to be performed by a S/M/WBE subcontractor listed at bid opening, the Prime must submit a modified, completed and signed Schedule 2 that specifies the revised scope of Work to be performed by the S/M/WBE, along with the price and /or percentage.

5.3.12 EBO Program Compliance, Enforcement, Penalties. Under the EBO Ordinance, the Office of EBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All Bidders are required to comply with the EBO Ordinance and are expected to comply with the APIs applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Bid, as the utilization plan and APIs are automatically incorporated into and made a material component of any resulting Contract.

All Bidders are required to comply with the EBO Ordinance and are expected to comply with the APIs applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Bid, as the utilization plan and APIs are a material component of any resulting Contract.

The EBO Office and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The EBO Office and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the EBO Office and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the EBO Office. If the Contractor does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the Director of the Office of EBO or designee may impose upon the non-complying party any or all of the following penalties:

- a. Suspension of contract;
- b. Withholding of funds;
- c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
- d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and

- e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved.

5.4 Timing of Submission of Bid Documents

5.4.1 The following Bid Documents must be submitted by the date and time specified for the submission of bids in the Invitation to Bid. Submission of these documents after the date or time specified in the Invitation for Bid will result in the documents being rejected and returned to the bidder:

1. Bid Form
2. Bid Bond - Attachment No. 1 To Bid Form
3. Office of Equal Business Opportunity – Schedule 1 and Schedule 2 of Attachment No. 2 To Bid Form
4. Certification of Business Location – Attachment No. 3 To Bid Form
5. List of Major Subcontractors - Attachment No. 4 To Bid Form
6. Trench Safety - Attachment No. 5 To Bid Form

5.4.2 The list of S/M/WBE subcontractors to be used on the subject contract must be included with the Bid Documents using Attachment No. 2, *OEBO Schedule 1 – List of Proposed Contractor/Consultant and Subcontractor/Subconsultant Participation* and *OEBO Schedule 2 – Letter of Intent*.

The Bidder shall provide, on Schedule No. 1 of Attachment No. 2 to the Bid Form, the firm name of the proposed Contractor and each subcontractor listed. Receipt of this form by the County does not imply or grant approval for the use of any subcontractor. The Contractor is completely responsible for ensuring that all subcontractors performing work pursuant to this contract are licensed and otherwise qualified.

To be responsive to the SBE requirements a bidder must meet the stated goal.

5.5 Submission of Bids

5.5.1 The **Bid Documents (Due August 2, 2023 by 2:00 PM)** package shall be enclosed in a sealed opaque envelope addressed as follows:

PBCWUD Project No.: 23-031
Contractor's **Bid Documents** for 2023 Lift Station Rehabilitation Continuing
Construction Contract
Water Utilities Department
Administration Building
8100 Forest Hill Boulevard
West Palm Beach, Florida 33413

No responsibility will be attached to the County for premature opening of or failure to open a bid not properly identified. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing with the notation "SEALED BID ENCLOSED" on the face thereof.

5.5.2 Bids, including those sent by mail, must be received and deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

5.5.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.5.4 Oral, telephonic, fax, e-mail, or telegraphic Bids are invalid and will not receive consideration.

5.6 Modification or Withdrawal of Bid

5.6.1 A Bid may not be modified, withdrawn, or canceled by the Bidder for the period after opening of Bids as stipulated on the Bid Form and each Bidder so agrees in submitting his Bid.

5.6.2 Prior to the time and date designated for submission of the Bid Documents, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for submission of the Bid Documents. Such notice shall be in writing over the signature of the Bidder and received by the Department before the date and time set for submission of the Bid Documents; and it shall be worded so as not to reveal the amount of the original Bid.

5.6.3 Withdrawn Bids may be resubmitted up to the time designated for the submission of the Bid Documents provided that the resubmitted bid is fully in conformance with these Instructions to Bidders.

5.6.4 Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

6.0 Consideration of Bids and Award of Contract

6.1 Opening of Bids - The Bids received on time will be opened publicly and will be read aloud at the time and location specified.

6.2 Rejection of Bids - The Board of Palm Beach County Commissioners reserves the right to reject any and all Bids, and/or to re-advertise, to waive any irregularities, informalities or technicalities therein, to negotiate Contract terms with the successful Bidder, to disregard all non-conforming, non-responsive, unbalanced or conditional Bids, or to accept any Bid which in the County's sole judgment will best serve the public interest. County reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without any liability against the County. In consideration of the County's evaluation of submitted Bids, the Bidder, by submitting its Bid, expressly waives any claim to damages or legal remedy, of any kind whatsoever, in the event the County exercises its rights provided for in this subsection.

6.3 Award of Contract

6.3.1 Award will be made to the lowest, responsive, responsible Bidder. To be considered responsive, the Bid must conform in all respects to the conditions of the Invitation to Bid, to the Instructions to Bidders, Palm Beach County Code Sections 2-51 through 2-54, as amended and to Florida law. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within two (2) days of the County's request, the Post Bid Information identified in Appendix B to the General Conditions. Each Bidder must, upon request, provide evidence that, as of the date of execution

of the contract, Bidder, and the listed subcontractors, were qualified to do business in the State of Florida and Palm Beach County.

6.3.2 Bid tabulations with recommended awardees, will be posted at the location where bids were opened, for review by interested parties, prior to award by the Board of County Commissioners, and will remain posted for a minimum period of five (5) business days. All bidders will receive a copy of the bid posting by e-mail or fax. Failure to file a protest to the Director of Purchasing during the 5-day period following initial posting shall constitute a waiver of proceedings under Chapter 2, Article II, Section 2-55 of the Palm Beach County Code.

6.3.3 The County of Palm Beach, in accordance with Title VII of the Civil Rights Act of 1964, affirmatively ensures that in any contract entered into pursuant to the Invitation to Bid, any SBE will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

6.3.4 The dollar amount for award of this Contract shall be the Total Base Bid for the items noted on the Bid Form. Palm Beach County reserves the option to award or re-bid alternates in any sequence or at any time deemed to be in the best interest of the County.

6.3.4.1 The amounts for each bid alternate shall constitute an ongoing and open offer and the prices stated in the bid proposal shall be maintained for a minimum period of one year, or the duration of the contract whichever is shorter. If the County opts to accept an alternate within the time frame identified above but after the time at which such activity fits into the Contractor's approved schedule so as to cause a time or monetary impact, the cost of the alternate can be adjusted accordingly. However, in no instance shall the Contractor be entitled to extend home office overhead costs as a result of the County exercising this option.

6.3.5 Bids which are determined by the County to be unbalanced bids or which contain unbalanced line item pricing when compared to competitor's bids for the same item and standard industry prices, and which significantly deviate from the County's determination of acceptable line item pricing, may be rejected by the County in accordance with established County procedures. The County has a formal, written policy against front end loaded projects. A copy of this policy is available upon request.

6.4 Disqualification of Bidders - Any of the following causes is considered sufficient to disqualify a Bidder, and reject its proposal.

1. Interest by the same person in more than one bid as a bidder.
2. Collusion among or between bidders.
3. Unbalanced bids; that is bids in which the price bid is out of all proportion to the other bids received.
4. Lack of responsibility on the part of the Bidders. (For example, no bidder would be considered responsible if it had recently failed to satisfactorily carry out any previous contract with Palm Beach County).
5. Lack of experience or capital on the part of the Bidder. Evidence of experience, ability, financial standing and machinery available may be required of any bidder.
6. Substantial evidence of bad character or dishonesty.
7. Lack of current applicable certification and/or license for the purpose of performing the specified work.
8. Any cause listed under Section 2-56 of the Palm Beach County Code as amended.
9. History of unsuccessful claims asserted by Bidder against public owners in the State of Florida, such as to establish a trend of improperly asserted claims.
10. An incomplete bid.

11. Using a different bid bond form or incomplete bid surety.
12. Any other cause which, as a matter of law renders the Bid non-responsive or non-responsible.

7.0 Time - Time is of the essence in all contract documents. The successful Bidder, shall enter into a Contract with the County, shall commence the work to be performed under the Contract on the date set by the County in the written notice to proceed, and shall continue the work with due diligence and shall agree to complete the entire work as specified in the Bid Form.

8.0 Voluntary Partnering - The objective of partnering is to establish a partnership charter and action plan between the County and Contractor to identify and achieve reciprocal goals. This partnership will not change the legal relationship of the parties to the Contract nor relieve either party from any of the terms of the Contract. This partnership will be bilateral in make-up and only if participation is desired by the Contractor. Any cost associated with developing this partnership must be agreed to by both parties, in writing and will be shared equally.

If both the County and Contractor agree to partnering, the County's representative and the Contractor's representative will meet and plan a partnering development seminar/team building workshop. At this planning session, arrangements will be made to select a facilitator, determine workshop attendees, and develop an agenda and location. Participants shall include the Architect/Engineer and key project personnel, representatives of the subcontractors, utilities, regulatory agencies and others will be invited. Management personnel consisting of the Director-level head of the Division or Department and a Corporate Officer or other person representing ownership of the Contractor, and of the Architect/Engineer of Record shall also participate in the partnering workshop and its implementation.

Follow-up workshops may be held throughout the duration of the Contract as agreed to by the County and Contractor.

9.0 Public Bid Disclosure Compliance - All fees including, but not limited to, certificate of occupancy permit fees and inspection fees payable by the Contractor to the County by virtue of this project will be waived by the County. Permits and fees which are required by the State of Florida or any state agency or by any other governmental agency are not waived. The requirement that all contractors and subcontractors of any tier be properly licensed or certified is not waived and no fees required to be paid by any contractor or subcontractor related to licensing and certification are being waived. All contractors and subcontractors, identified in the bid documents, who work in trades required to be licensed or certified by the Palm Beach County Construction Industry Licensing Board are required to have such licenses or certificates in place at the time of bid submission.

10.0 Cost Savings Incentive - The Costs Savings Incentive provisions of General Condition 74 **are not** in effect for this Contract.

11.0 Liquidated Damages - If the Bid Form indicates that liquidated damages apply to this contract then they will be assessed at the rate(s) set forth in the Bid Form. County and Contractor agree that time is of the essence in the performance of this contract and agree that the damages which County will suffer in the event that Contractor finishes this project after the completion dates set forth in this Contract are certain but will be difficult, if not impossible, to quantify. Therefore, Contractor and County agree that the rate(s) set forth on the bid form are a reasonable estimate of the amount of damages which County will suffer in the event Contractor does not timely complete the Contract. Contractor and County agree that these liquidated damages shall be assessed as damages, as provided in the Contract Documents, and that they are not, and shall never be considered to be, a penalty.

12.0 Lobbyist Registration Ordinance – Cone of Silence.

12.1 The Palm Beach County Lobbyist Registration Ordinance Palm Beach County Code Section 2-351, et seq, is hereinafter referred to in this Section as the Ordinance. The Ordinance includes a "Cone of Silence" provision that prohibits any communication, except written communication, regarding any Competitive Solicitation between:

1. Any Person or Person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any Employee authorized to act on behalf of the Commission to award a particular contract.

12.2 For the purposes of this Section, a Person's representative shall include but not be limited to the Person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the Person.

12.3 The Cone of Silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. Each Request for Proposal, Request for Qualification, bid, or any other competitive solicitation shall provide notice of Cone of Silence requirements and refer to this Ordinance.

12.4 The provisions of this Ordinance shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the Board, and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any Employee and the intended awardee, any dispute resolution process following the filing of a protest between the Person filing the protest and any Employee, or any written correspondence at any time with any Employee, County Commissioner, or Advisory Board Member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

12.5 The Cone of Silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the Palm Beach County Purchasing Ordinance (Palm Beach County Code Chapter 2, Article III, Division 2, Part A, Section 2.51, et seq.).

12.6 The Cone of Silence shall terminate at the time the Board, or a County Department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

13.0 Living Wage Ordinance

13.1 The Palm Beach County Living Wage Ordinance (Ordinance 2003-004) went into effect for all construction contracts issued on or after October 1, 2003. The ordinance requires the County and its construction contractors and subcontractors to pay a living wage of \$13.67 per hour (effective October 1, 2022 through September 30, 2023).

13.2 This ordinance shall apply to all construction contracts exceeding \$100,000 in value that are not subject to the Davis-Bacon Act or any related act or amendments that require Davis-Bacon wage rates.

13.3 The ordinance shall apply to construction related services meaning any service, other than a professional service as defined by the Palm Beach County Purchasing Ordinance, consisting of work or labor performed directly upon the site of work and directly related to construction.

13.4 Before entering into any construction contract, the General Contractor must provide a certificate to the Water Utilities Department stating that if awarded the contract, they will pay each employee no

less than the living wage. Subcontractors must provide the certificate to the General Contractor, who shall forward to the Water Utilities Department.

13.5 The contractor shall post a copy of the following statement at the work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least \$12.99 per hour as of October 1, 2021. If you are not paid this hourly rate, contact your supervisor or lawyer." The preceding statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using Times New Roman 14-point font, Courier new 14-point font, or Arial 14-point font. Posting requirements will not be required if the employer attaches a copy of the preceding statement to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. General Contractors shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract.

13.6 Every six (6) months the General Contractor shall certify and file with the Water Utilities Department, certification that all employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with the ordinance. The Water Utilities Department has the right to request records of living wage pay. Contractors shall maintain records for 3 years.

14.0 Criminal History Records Check Ordinance

14.1 The CONTRACTOR, CONTRACTOR'S employees, or subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, as amended. The CONTRACTOR shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR is solely responsible for the financial, schedule, and/or staffing implications associated in complying with this section of the Palm Beach County Code of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

14.2 This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

14.3 The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

15.0 Department Specific Instructions

15.1 During the course of the Project, Contractor can expect to receive and agrees to execute, when required, certain project related documents in a form substantially similar to those attached as Appendix A to the General Conditions.

15.2 The Department may require the submission of the Post-Bid Information pursuant to section 6.3.1 of these Instructions to Bidders to be submitted in substantially the form attached as Appendix B to the General Conditions. The Department may, in its sole discretion, require more or less information than the information required by Appendix B and Contractor agrees to provide such information as Department may require.

15.3 Bidder acknowledges that Palm Beach County reserves the right to institute, by Work Supplement, a program to take advantage of the sales and use tax exemption for county furnished materials in accordance with the term and conditions of the Special Conditions to the Contract between the parties and agrees to participate in the tax savings program, at no cost to the County, if utilized by the County.

16.0 Palm Beach County Office of the Inspector General

Palm Beach County has established the Office of the Inspector General, Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

17.0 Notifications

All bidders are requested to submit a valid email address and fax number for the purposes of receiving notification of bid posting and other pertinent information. The email address and fax number shall be included in the bid form.

18.0 E-Verify - Employment Eligibility

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subcontractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any

extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

COUNTY shall terminate this CONTRACT if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor. If COUNTY terminates this CONTRACT pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

END OF SECTION

PALM BEACH COUNTY
BID FORM AND ATTACHMENTS

PBCWUD Project No.: 23-031

Project Name: 2023 Lift Station Rehabilitation Continuing Construction Contract

SECTION DESCRIPTION

- 1.0 BID FORM
- 2.0 BID BOND - Attachment No. 1
- 3.0 OFFICE OF EQUAL BUSINESS OPPORTUNITY - SCHEDULE 1 and SCHEDULE 2 - Attachment No. 2
- 4.0 CERTIFICATION OF BUSINESS LOCATION – Attachment No. 3
CERTIFICATION OF BUSINESS LOCATION – Glades Subcontractor – Attachment No. 3a
- 5.0 LIST OF MAJOR SUBCONTRACTORS - Attachment No. 4
- 6.0 TRENCH SAFETY - Attachment No. 5

BID FORM

PALM BEACH COUNTY PBCWUD PROJECT NO.: **23-031**

DATE: _____

To: Palm Beach County Board of County Commissioners
Water Utilities Department
8100 Forest Hill Boulevard
West Palm Beach, Florida 33413

From (Name of Bidding Firm): _____

Address: _____

1.1 Having carefully examined the Bid Documents and Drawings for the Project **entitled 2023 Lift Station Rehabilitation Continuing Construction Contract**, PBCWUD PROJECT NO. : **23-031** as well as the premises and conditions affecting the work, and confirming that the site was visited, as required, by

_____ on _____
(Print Name) (Date)

the undersigned hereby declares that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal as principals, and that this proposal is made without collusion with any person, firm, or corporation, and we have carefully and to our full satisfaction examined the Bid Documents, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Bid Documents and in accordance with all applicable codes and governing regulations within the time limit specified in this proposal for the following Base Bid.

Price: _____
(written out)

(\$ _____) which sum is hereinafter referred to as the
(numeric) "Base Bid".

1.2 The undersigned acknowledges that it has included with its Bid the required Bid Security for not less than five percent (5%) of the total amount of its Base Bid.

1.3 Bidder shall be bound by the terms of its Bid Proposal for a period of one hundred fifty (150) calendar days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notice of Award Recommendation within the above 150-day period, then the Bidder will be bound by the Bid Proposal as submitted. If the County fails to issue a Notice of Award Recommendation within the above identified 150-day period, the Bidder will not be required to honor its Bid Proposal unless otherwise agreed to by both parties.

Absent the filing of a bid protest, the County anticipates, but does not guarantee, that: (a) Contract approval by the County will occur within ninety (90) calendar days after the Notice of Award Recommendation; and (b) written notice to proceed will occur within sixty (60) calendar days after Contract approval by the County.

1.4 The SBE subcontracting goal for this project is a mandatory minimum of 20% participation, See EBO Ordinance Section 2-80.27(1)(c), of which 3% shall be among certified African American and/or Hispanic American owned firms, See EBO Ordinance Section 2-80.27(2)(b).

Explanation of goal setting committee's reasons for applying this API: The goal setting committee's reason for applying this particular API to this project was that the most recent data on the utilization of the foregoing MBEs indicates that contracts of this type have exhibited significant disparities in the utilization of these MBEs.

When a mandatory SBE or M/WBE goal applies to this solicitation, then any bid that fails to comply with the required goal shall be deemed non-responsive after the period allowed for waiver requests has lapsed. If a bidder is unable to comply with a required goal, such bidder shall submit a request for a waiver or partial waiver at least 7 days prior to the bid due date. If a bidder requests a waiver from a goal from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted the solicitation will be amended accordingly and the due date extended again. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on the County's EBO Program.

1.5 It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum # _____ dated _____ Addendum # _____ dated _____
Addendum # _____ dated _____ Addendum # _____ dated _____

1.6 Time is of the essence. The undersigned Bidder agrees that, if awarded the Contract hereunder, it shall commence the work to be performed under the Contract on the date set by the County in its written notice to proceed, continuing the work with diligence and shall Substantially Complete all work under this contract in not more than 335 calendar days. Final completion shall be within 30 calendar days of Substantial Completion. The undersigned agrees that, if awarded the Contract, it will complete said separable portions of work in accordance with such date. Substantial Completion is defined in the General Conditions.

1.6.1 Should the Contractor (or in the event of a default, its Surety) fail to achieve Substantial Completion by the contractually established date, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day beyond the Contractual end date, until certification of Substantial Completion and acceptance has been given by the County. The Liquidated Damages rate is \$500.00 per calendar day through the date of certification of Substantial Completion.

Should the Contractor (or in the event of a default, his Surety) fail to achieve Final Completion within 30 calendar days from the date of Substantial Completion, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day greater than thirty beyond the date certified for Substantial Completion. The Liquidated Damages rate is \$250.00 per calendar day.

Liquidated Damages due the County may be deducted from payments due the Contractor, or may be collected directly from the Contractor or his surety or sureties. The liability of the Contractor and its Surety or Sureties for delay damages shall be joint and several. These provisions for liquidated damages shall not prevent the County, in case of the Contractor's default, from terminating the right of the Contractor to proceed as provided in General Conditions.

1.7 The Costs Savings Incentive provisions of the General Conditions **are not** in effect for this Contract.

1.8 If the undersigned is notified of the acceptance of this bid, the Bidder agrees to execute within fourteen (14) calendar days, a Contract for the above work, complete with all required insurance certificates and bond forms, and any resolutions or other documentation the department may reasonably require. The undersigned further agrees to furnish a sufficient and satisfactory bond on the form herein provided, in the sum of not less than 100% of the contract price of the work as indicated by the contract prices shown herein.

1.9 The undersigned does hereby declare that the Bid covers all expenses of every kind incidental to the completion of said Work and the Contract therefore, including all claims that may arise through damages or other causes whatsoever.

1.10 The undersigned does hereby declare that it shall make no claim on account of any variation from any estimate in the quantities of Work to be done, nor on account of any misunderstanding or misconception of the nature of the Work to be done or the grounds, subsurface conditions, or place where the Work is to be done.

1.11 ENCLOSURES:

ATTACHMENT NO. 1	BID BOND
ATTACHMENT NO. 2	OFFICE OF EQUAL BUSINESS OPPORTUNITY SCHEDULE 1 and SCHEDULE 2
ATTACHMENT NO. 3	CERTIFICATION OF BUSINESS LOCATION
ATTACHMENT NO. 3a	CERTIFICATION OF BUSINESS LOCATION GLADES SUBCONTRACTOR
ATTACHMENT NO. 4	LIST OF MAJOR SUBCONTRACTORS
ATTACHMENT NO. 5	TRENCH SAFETY

1.11. Commercial Non-Discrimination Certification. The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response on this Solicitation, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder for this Solicitation, and to terminate any contract awarded based on the response. As part of its bid, the Bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in

the State of Florida that the Bidder discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid to the County, the Bidder agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

(The remainder of this page left blank intentionally)

Respectfully Submitted,

(Name of Bidding Firm)

(Address)

(Phone)

(Email Address)

By: _____
(Authorized Signature)

(Title)

(Print Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, _____, by _____, who is personally known to me or has produced _____ as identification.

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Above Bidder is:

() Corporation () Partnership/Joint Venture () Sole Proprietorship
() Other (Please Specify _____)

CONTRACTOR DATA:

Bidder's License or Certificate
Number (as applicable): _____

Contractor's Federal Tax No: _____

SCHEDULE OF BID PRICES

PBCWUD Project No.: 23-031

Project Name: 2023 Lift Station Rehabilitation Continuing Construction Contract

BID ITEM NO.	BID ITEM (Furnish and Install with Appurtenances)	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Existing: Wetwell/Manhole/Valve Vault Approved Corrosion Barrier System including Repairs and Cleaning	5,000	SQ FT		
2	Manhole Concrete Bench and Flow Channel Rebuilding	15	CU FT		
3	Replace Manhole Ring & Cover (in pavement)	15	EA		
4	Replace Manhole Ring & Cover w/ Concrete Collar (in non-paved area)	15	EA		
5	Raising of Exist. Manhole Ring & Cover (up to 2")	15	LS		
6	Raising of Exist. Manhole Ring & Cover (up to 24" Max. Manhole Chimney Height)	15	LS		
7	Adjustment of Exist. Manhole Ring & Cover by Replacing Corbel Top Section	15	LS		
8	New Concrete Valve Vault (Interior Dimension 4'Lx6'Wx4'D)	5	EA		
9	New Concrete Valve Vault (Interior Dimension 5'Lx7'Wx4'D)	5	EA		
10	6' Diameter New Concrete Wetwell with approved Solid Cast-In Liner	5	Vert. Ft.		
11	8' Diameter New Concrete Wetwell with approved Solid Cast-In Liner	5	Vert. Ft.		
12	10' Diameter New Concrete Wetwell with approved Solid Cast-In Liner	5	Vert. Ft.		
13	Wetwell Concrete Fillet Installation	100	CU FT		
14	Wetwell Concrete Floor Build Up	100	CU FT		
15	4" DIP Wetwell Discharge Downpipe (From pump base elbow through valve vault)	100	LF		
16	6" DIP Wetwell Discharge Downpipe (From pump base elbow through valve vault)	100	LF		
17	8" DIP Wetwell Discharge Downpipe (From pump base elbow through valve vault)	100	LF		
18	10" DIP Wetwell Discharge Downpipe (From pump base elbow through valve vault)	100	LF		
19	12" DIP Wetwell Discharge Downpipe (From pump base elbow through valve vault)	100	LF		
20	4" DIP Emergency By-Pass Pipe Assembly w/Cam-Lok	10	EA		
21	6" DIP Emergency By-Pass Pipe Assembly w/Cam-Lok	10	EA		
22	8" DIP Emergency By-Pass Pipe Assembly w/Cam-Lok	5	EA		
23	10" DIP Emergency By-Pass Pipe Assembly w/Cam-Lok	5	EA		
24	4" DIP Push-On Joint Force Main (36"-60" Cover)	200	LF		
25	6" DIP Push-On Joint Force Main (36"-60" Cover)	200	LF		
26	8" DIP Push-On Joint Force Main (36"-60" Cover)	200	LF		
27	10" DIP Push-On Joint Force Main (36"-60" Cover)	200	LF		
28	12" DIP Push-On Joint Force Main (36"-60" Cover)	200	LF		

BID ITEM NO.	BID ITEM (Furnish and Install with Appurtenances)	UNIT	QUANTITY	UNIT PRICE	TOTAL
29	16" DIP Push-On Joint Force Main (36"-60" Cover)	150	LF		
30	4" Mechanical Joint Restraint for DIP/PVC/HDPE	60	EA		
31	6" Mechanical Joint Restraint for DIP/PVC/HDPE	60	EA		
32	8" Mechanical Joint Restraint for DIP/PVC/HDPE	60	EA		
33	10" Mechanical Joint Restraint for DIP/PVC/HDPE	60	EA		
34	12" Mechanical Joint Restraint for DIP/PVC/HDPE	40	EA		
35	16" Mechanical Joint Restraint for DIP/PVC/HDPE	40	EA		
36	Ductile Iron Fittings for Wastewater Force Main	10	Tons		
37	2" PVC C-900 Push-On Joint Force Main (36"-60" Cover)	100	LF		
38	4" PVC C-900 Push-On Joint Force Main (36"-60" Cover)	100	LF		
39	6" PVC C-900 Push-On Joint Force Main (36"-60" Cover)	100	LF		
40	8" PVC C-900 Push-On Joint Force Main (36"-60" Cover)	200	LF		
41	10" PVC C-900 Push-On Joint Force Main (36"-60" Cover)	100	LF		
42	12" PVC C-900 Push-On Joint Force Main (36"-60" Cover)	100	LF		
43	16" PVC C-905 Push-On Joint Force Main (36"-60" Cover)	100	LF		
44	4" DIP Wetwell Vent Assembly	10	LS		
45	Pressure Pipe Bell Restraint For 4" DIP/PVC (split design)	40	EA		
46	Pressure Pipe Bell Restraint For 6" DIP/PVC (split design)	40	EA		
47	Pressure Pipe Bell Restraint For 8" DIP/PVC (split design)	40	EA		
48	Pressure Pipe Bell Restraint For 10" DIP/PVC (split design)	20	EA		
49	Pressure Pipe Bell Restraint For 12" DIP/PVC (split design)	20	EA		
50	Pressure Pipe Bell Restraint For 16" DIP/PVC (split design)	20	EA		
51	6"x4" Tapping Sleeve w/ Valve Box	2	EA		
52	8"x4" Tapping Sleeve w/ Valve Box	2	EA		
53	8"x6" Tapping Sleeve w/ Valve Box	2	EA		
54	10"x4" Tapping Sleeve w/ Valve Box	2	EA		
55	10"x6" Tapping Sleeve w/ Valve Box	2	EA		
56	10"x8" Tapping Sleeve w/ Valve Box	2	EA		
57	12"x4" Tapping Sleeve w/ Valve Box	2	EA		
58	12"x6" Tapping Sleeve w/ Valve Box	2	EA		
59	12"x8" Tapping Sleeve w/ Valve Box	2	EA		
60	12"x10" Tapping Sleeve w/ Valve Box	2	EA		
61	16"x4" Tapping Sleeve w/ Valve Box	2	EA		
62	16"x6" Tapping Sleeve w/ Valve Box	2	EA		
63	16"x8" Tapping Sleeve w/ Valve Box	2	EA		
64	16"x10" Tapping Sleeve w/ Valve Box	2	EA		
65	16"x12" Tapping Sleeve w/ Valve Box	2	EA		
66	4" to 6" Diameter Connection to Existing Wastewater Force Main (Joint Restraint for existing pipe to be included if required)	8	EA		
67	8" to 10" Diameter Connection to Existing Wastewater Force Main (Joint Restraint for existing pipe to be included if required)	8	EA		

BID ITEM NO.	BID ITEM (Furnish and Install with Appurtenances)	UNIT	QUANTITY	UNIT PRICE	TOTAL
68	12" to 16" Diameter Connection to Existing Wastewater Force Main (Joint Restraint for existing pipe to be included if required)	4	EA		
69	Removal & Disposal of Exist. Pipe up to 8"	100	LF		
70	Removal & Disposal of Exist. Pipe 10" to 16"	100	LF		
71	Deactivation, Flush and Grouting of Exist. Pipe up to 8"	300	LF		
72	Deactivation, Flush and Grouting of Exist. Pipe 10" to 16"	300	LF		
73	Up to 8" DIP x AC Pipe Adapter	8	EA		
74	10" to 12" DIP x AC Pipe Adapter	8	EA		
75	Up to 6" Asbestos Pipe Removal/Abatement (buried up to 60")	400	LF		
76	8" to 12" Asbestos Pipe Removal/Abatement (buried up to 60")	400	LF		
77	Asbestos Pipe Abatement for up to Install 8" Cut-In Tee	120	LF		
78	Asbestos Pipe Abatement for 10" to Install 12" Cut-In Tee	80	LF		
79	Poly-Wrap 4"-8" Pipe	200	LF		
80	Poly-Wrap 10"-16" Pipe	800	LF		
81	4" By-Pass Pumping & Piping Assembly	200	Day		
82	6" By-Pass Pumping & Piping Assembly	200	Day		
83	New MOPS (4-ft diameter) Fiberglass Wetwell and Appurtenances	1	LS		
84	6' Wetwell Concrete Top Slab, Hatch Cover Frame, Cover, Safety Grate, Vent Pipe and Approved Corrosion System (Remove & Replace)	10	LS		
85	8' Wetwell Concrete Top Slab, Hatch Cover Frame, Cover, Safety Grate, Vent Pipe and Approved Corrosion System (Remove & Replace)	10	LS		
86	10' Wetwell Concrete Top Slab, Hatch Cover Frame, Cover, Safety Grate, Vent Pipe and Approved Corrosion System (Remove & Replace)	2	LS		
87	Valve Vault Concrete Top Slab (Remove & Replace)	100	SQ FT		
88	Concrete Lift Station Pad Installation (6" thick w/ no.9 WWF)	1,000	SQ FT		
89	Submersible Pump Guide Rail System (to match pump)	500	LF		
90	Submersible Pump 4" Base Elbow	5	EA		
91	Submersible Pump 6" Base Elbow	5	EA		
92	Submersible Pump 8" Base Elbow	5	EA		
93	Submersible Pump Base Plate (For 4" Pump)	5	EA		
94	Submersible Pump Base Plate (For 6" Pump)	5	EA		
95	Submersible Pump Base Plate (For 8" Pump)	5	EA		
96	Submersible Pump Installation (pump provided by the County)	10	EA		
97	Black Vinyl-Coated Chain-link Fence Installation	200	LF		
98	Removal of Existing Fence	200	LF		
99	Black Vinyl-Coated Chain-link Swing Fence Gate Installation (12-ft wide)	10	EA		
100	Black Vinyl-Coated Chain-link Sliding Fence Gate Installation (12-ft wide)	5	EA		
101	Black Vinyl-Coated Chain-link Maintenance/Man Fence Gate (4-ft wide)	5	EA		
102	Fence Slats (Black or Green) (1-1/4" wide)	100	LF		

BID ITEM NO.	BID ITEM (Furnish and Install with Appurtenances)	UNIT	QUANTITY	UNIT PRICE	TOTAL
103	4" Concrete Filled Bollard (30" high above ground)	10	EA		
104	Remote Telemetry Unit w/Solar Panel	10	EA		
105	Antenna Installation w/ Tower	10	EA		
106	Control Panel & Instrumentation (up to 9.9 hp)	10	EA		
107	Control Panel & Instrumentation (10 to 19.9 hp)	10	EA		
108	Control Panel & Instrumentation (20 to 29.9 hp)	10	EA		
109	Control Panel & Instrumentation (30 to 60 hp)	10	EA		
110	1" Electrical Conduit Installation	200	LF		
111	1-1/2" Electrical Conduit Installation	200	LF		
112	2" Electrical Conduit Installation	200	LF		
113	FPL Meter Box/Can Replacement	5	EA		
114	Ultrasonic Level Transducer	5	EA		
115	1-1/2" – 2" New Water Service Tap up to 8" Water Main	5	EA		
116	1-1/2"– 2" New Water Service Tap 10" to 12" Water Main	5	EA		
117	1-1/2" -2" New Water Service Tap 14" to 16" Water Main	5	EA		
118	1-1/2" PVC or HDPE Water Service Installation	100	LF		
119	2" PVC or HDPE Water Service Installation	100	LF		
120	Backflow Preventer Assembly	5	LS		
121	4" Gate Valve (FL or MJ)	10	EA		
122	6" Gate Valve (FL or MJ)	10	EA		
123	8" Gate Valve (FL or MJ)	10	EA		
124	10" Gate Valve (FL or MJ)	10	EA		
125	12" Gate Valve (FL or MJ)	10	EA		
126	Gate Valve Box (H-20 Load Rated)	10	EA		
127	Concrete Collar for Valve Box	10	EA		
128	4" Swing Check Valve w/ Outside Lever and Weight	10	EA		
129	6" Swing Check Valve w/ Outside Lever and Weight	10	EA		
130	8" Swing Check Valve w/ Outside Lever and Weight	10	EA		
131	10" Swing Check Valve w/ Outside Lever and Weight	5	EA		
132	12" Swing Check Valve w/ Outside Lever and Weight	5	EA		
133	8" PVC SDR 26 Gravity Sanitary Sewer Main 0' to 7.9' deep	200	LF		
134	8" PVC SDR 26 Gravity Sanitary Sewer Main 8' to 15.9' deep	200	LF		
135	8" PVC SDR 26 Gravity Sanitary Sewer Main 16' to 22' deep	200	LF		
136	8" PVC C-900 Gravity Sanitary Sewer Main 0' to 7.9' deep (Restrained Joint & Pressure Tested to Force Main Standards)	100	LF		
137	8" PVC C-900 Gravity Sanitary Sewer Main 8' to 15.9' deep (Restrained Joint & Pressure Tested to Force Main Standards)	200	LF		
138	8" PVC C-900 Gravity Sanitary Sewer Main 16' to 22' deep (Restrained Joint & Pressure Tested to Force Main Standards)	200	LF		
139	4' Diameter Sanitary Sewer Manhole 0' to 7.9' deep w/ Ring, Cover and Approved Corrosion Barrier System	5	EA		
140	4' Diameter Sanitary Sewer Manhole 8' to 15.9' deep w/ Ring, Cover and Approved Corrosion Barrier System	5	EA		

BID ITEM NO.	BID ITEM (Furnish and Install with Appurtenances)	UNIT	QUANTITY	UNIT PRICE	TOTAL
141	4' Diameter Sanitary Sewer Manhole 16' to 22' deep w/ Ring, Cover and Approved Solid Cast-In Liner	5	EA		
142	Concrete Collar for Manhole	10	EA		
143	Up to 8" Diameter PVC Inside Drop Pipe Assembly - Add to any Manhole	10	VER FT		
144	Point Repair (open trench), 4" through 8" Gravity Pipe (up to 7.9' deep)	100	LF		
145	Point Repair (open trench), 4" through 8" Gravity Pipe (8' to 16' deep)	100	LF		
146	Point Repair (open trench), 10" through 12" Gravity Pipe (up to 7.9' deep)	100	LF		
147	Point Repair (open trench), 10" through 12" Gravity Pipe (8' to 16' deep)	100	LF		
148	Remove and Reinstall or Replace Trees up to 4" diameter or Palm Trees up to 12" diameter	15	EA		
149	Asphalt Driveway Removal & Restoration (up to 2.5" thick)	200	SY		
150	Concrete Driveway Removal & Restoration (up to 6.0" thick)	200	SY		
151	Asphalt Pavement Removal	750	SY		
152	Concrete Pavement Removal	250	SY		
153	Asphalt Pavement Overlay (1.5" thick, Asphalt Type S-III: 20 to 100 tons per work area) Including Milling and Resurfacing	100	Tons		
154	Concrete Sidewalk Removal & Restoration (up to 4.0" thick)	550	SY		
155	Asphalt Sidewalk Removal & Restoration (up to 2.0" thick)	550	SY		
156	Concrete Curb and Gutter Removal & Restoration	500	LF		
157	Density Test	75	EA		
158	Proctor Test	25	EA		
159	Sod Replacement (St Augustine or Bahia)	1,000	SY		
160	Demucking and Backfill with Imported Clean Fill	1,000	CY		
161	Maintenance of Traffic	2,500	LF		
162	Preconstruction Wetwell/Manhole Survey (Condition Assessment)	500	EA		
163	Record Drawings (Force Main/Gravity Pipe)	1,000	LF		
164	Record Drawings (Lift Station Site)	15	LS		
165	4" Line Stop (for Force Mains)	4	EA		
166	6" Line Stop (for Force Mains)	4	EA		
167	8" Line Stop (for Force Mains)	4	EA		
168	10" Line Stop (for Force Mains)	2	EA		
169	12" Line Stop (for Force Mains)	2	EA		
170	16" Line Stop (for Force Mains)	2	EA		
171	Pre-Construction Video (per Project Location)	15	LS		
172	Relocation of Existing Irrigation Lines	100	LF		
173	Relocation of Existing AT&T Utilities	100	LF		
174	Relocation of Existing Comcast Utilities	100	LF		
175	Relocation of Existing Electric Utilities	100	LF		
176	Expedited Mobilization and Emergency Work (within 4-6 hours of request)	5	LS		

BID ITEM NO.	BID ITEM (Furnish and Install with Appurtenances)	UNIT	QUANTITY	UNIT PRICE	TOTAL
177	Generator and Automatic Transfer Switch Installation (Generator provided by County)	10	LS		
178	Automatic Transfer Switch (100A, 240V, 3 phase)	1	EA		
179	Automatic Transfer Switch (225A, 240V, 3 phase)	1	EA		
180	Automatic Transfer Switch (400A, 240V, 3 phase)	1	EA		
181	Automatic Transfer Switch (100A, 480V, 3 phase)	1	EA		
182	Automatic Transfer Switch (225A, 480V, 3 phase)	1	EA		
183	Automatic Transfer Switch (400A, 480V, 3 phase)	1	EA		
(A) SUBTOTAL BASE BID (Bid Item Nos. 1-183)					
184	Mobilization (2.5% of Subtotal Base Price (A))	1	LS		
185	Demobilization (1.0% of Subtotal Base Price (A))	1	LS		
186	Additional work not included in Bid Items (15% of Subtotal Base Bid Price (A))	1	LS		
(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Item Nos. 184-186)					
TOTAL BID PRICE (A + B)					
<i>This bid will be Lump Sum. The Bidder agrees to furnish and pay for all materials necessary to complete all of the Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified. Bidder assumes all costs, delays and risks associated with all conditions or occurrences which cause or might cause an increase in Bidder's costs to complete the Work or which cause or might cause delays in Bidder's prosecution of the Work.</i>					

TOTAL BID IN WORDS INCLUDING DOLLARS AND CENTS:

The Total Base Bid Price is to be written in numerical figures above. In case of discrepancies or errors, the unit price shown above for each bid item shall govern and the corrected Total Bid Price shall be calculated as such. Total Bid Price is to be shown in both words and figures. In case of discrepancies, the amount shown in words will govern.

ATTACHMENT NO. 1 TO BID FORM

PBCWUD PROJECT NO.: 23-031

PROJECT NAME: 2023 Lift Station Rehabilitation Continuing Construction Contract

DATE: _____

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN THESE PRESENT: That we, _____ (hereinafter called "Principal"), and _____ (hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision in the State of Florida, (hereinafter called "County") in the sum of _____ Dollars, (\$ _____), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: 2023 Lift Station Rehabilitation Continuing Construction Contract (PBCWUD Project No: 23-031) in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check, money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if given a Notification from County, enter into a written contract with the County, and furnish a public construction bond in an amount equal to one hundred (100%) of the total Contract, within fourteen (14) consecutive calendar days after the County issues the Notification from County

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid of the "Principal" herein is accepted and said "Principal," within fourteen (14) consecutive calendar days after written notice being given of such acceptance, (i) enter into a written contract with the County and (ii) furnishes a public construction contract bond in the amount equal to one hundred percent (100%) of the total contract amount and in a form satisfactory to the County, then this obligation shall be void. If the Principal fails to complete (i) and (ii) above, the sum herein stated shall be due and payable to the "County," and the "Surety" herein agrees to pay said sum immediately upon demand of the "County," in good and lawful money of the United States of America, as liquidated damages for failure of said "Principal."

IN WITNESS WHEREOF, the said _____ as "Principal" herein, has caused these presents to be signed in its name, by its _____, and attested by its _____, under the corporate seal, and the said _____, as "Surety" herein, has caused these presents to be signed in its name, by its _____, and attested by its corporate Seal, this _____ day of _____, 20____.

(All bid bonds shall use this form except for certified cashier's check)

ATTEST:

(SEAL)

(Signature)

(Contractor Name)

(Print Name)

By: _____

(Print Name)

Title: _____

Address _____

ATTEST:

(SEAL)

(Signature)

(Surety Name)

(Print Name)

By: _____

(Print Name)

Title: _____

Address _____

(Bidder to attach valid Bonding Company Power of Attorney)

ATTACHMENT NO. 2 TO BID FORM

PBCWUD PROJECT NO.: 23-031

PROJECT NAME: 2023 Lift Station Rehabilitation Continuing Construction Contract

DATE: _____

**Office of Equal Business Opportunity
Vendor forms included as part of Bid Form**

Go to Palm Beach County's Office of Equal Business Opportunity (OEBO) website <http://discover.pbcgov.org/oebo/Pages/Documents.aspx> to download the latest version of the required vendor forms listed below:

OEBO Schedule 1 – List of Proposed Contractor/Consultant and Subcontractor/Subconsultant Participation

OEBO Schedule 2 – Letter of Intent to Perform as a Subcontractor/Subconsultant

Instructions on Completing SBE-M-WBE Schedules 1-2

THESE SCHEDULES MUST BE COMPLETED AS APPLICABLE AND DEFINED IN INSTRUCTIONS TO BIDDERS SECTION 5.3 AND MUST BE SUBMITTED IN ACCORDANCE WITH PARAGRAPH 5.4.2 OF THE INSTRUCTIONS TO BIDDERS.

ATTACHMENT NO. 3 TO BID FORM

Certification of Business Location

PBCWUD PROJECT NO: 23-031

PROJECT NAME: 2023 Lift Station Rehabilitation Continuing Construction

Contract

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) those bidders having a permanent place of business in Palm Beach County ("County"); and, (2) those bidders having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, bidders must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the bidder's permanent place of business. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid submission. This Certification is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

I. Bidder is a:

_____ **Local Business:** A local business has a permanent place of business in Palm Beach County.
(Please indicate):

_____ Headquarters located in Palm Beach County
_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ **Glades Business** A Glades business has a permanent place of business in the Glades.
(Please indicate):

_____ Headquarters located in the Glades
_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

_____ **Non-local Business** The Bidder does not have a permanent place of business in Palm Beach County.

II. The attached copy of the bidder's Palm Beach County Business Tax Receipt verifies the bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____.
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business.

(Signature)

(Date)

Attachment 3a to Bid Form

Certification of Business Location – Glades Subcontractor

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to non-Glades business utilizing Glades subcontractors providing services to be utilized in a project located in the Glades. To receive a local preference, Glades subcontractors must have a permanent place of business in the Glades prior to the County's issuance of any solicitation. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the subcontractor's permanent place of business. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid submission. This Certification is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a Glades local preference.

I. Subcontractor is a: **Glades Business** A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. Subcontractor's Scope of Work and Bid Price:

Scope of Work: _____

Bid Price: _____

Business Address: _____

II. The attached copy of the subcontractor's Palm Beach County Business Tax Receipt verifies the subcontractor's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____.
(Title/Position) (Firm Name of Subcontractor)

who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the subcontractor on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business.

(Signature)

(Date)

ATTACHMENT NO. 5 TO BID FORM

TRENCH SAFETY AFFIDAVIT

PBCWUD PROJECT NO.: 23-031

PROJECT NAME: 2023 Lift Station Rehabilitation Continuing Construction Contract

DATE: _____

FAILURE TO COMPLETE THIS FORM SHALL RESULT IN THE BID BEING DECLARED NONRESPONSIVE.

_____(NAME OF CONTRACTOR) hereby provides written assurance that the Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statute 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attached additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost (Per Linear ft. of trench, or per sq. ft. of shoring)
	TOTAL	

(Signature)

(Date)

(Print Name)

(Title)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, _____, by _____, who is personally known to me or has produced _____ as identification.

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)
END OF SECTION

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CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20__, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for the:
2023 Lift Station Rehabilitation Continuing Construction Contract

PBCWUD Project No.: 23-031

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all Federal, State, and local laws, rules, and regulations, within the time limit specified in the Bid Form. The Contract Documents consist of the following documents which are incorporated herein by reference.

- A - Invitation to Bid, Instructions to Bidders, Bid Form and Attachments 1 through 5.
- B - Completed Bond and, Guarantees .
- C - General Conditions.
- D - Supplemental Conditions.
- E - Special Conditions.
- F - Technical Specifications dated July 2, 2023.
- G - Addenda.
- H - Drawings dated N/A.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of \$_____. The prices named in the Bid are for the completed work and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be as stated in the Bid Form. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

Counterparts: This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Agreement. The County may

execute the Agreement through electronic or manual means. Consultant shall execute the Agreement by manual means only, unless the County provides otherwise.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT &
COMPTROLLER

PALM BEACH COUNTY, FLORIDA, A
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

Assistant County Attorney

Ali Bayat, PE, PMP
Director, Palm Beach County Water Utilities Department

'CONTRACTOR'

By: _____
(Corporate Name)

(witness signature)

a _____ corporation
(insert state of corporation)

(print witness name)

By: _____
(signatory)

(witness signature)

(print signatory's name)

(print witness name)

(print title)

(Corporate Seal)

_____, 20____
(date)

(Contractor's Official Address)

(Contractor's City, State, Zip Code)

PUBLIC CONSTRUCTION BOND – WORK AUTHORIZATION NO. _____ CONTINUING
CONTRACT NO. _____

BOND NUMBER: _____

WORK AUTHORIZATION/BOND
AMOUNT: _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

CONTRACTOR'S PHONE: _____

SURETY COMPANY: _____

SURETY'S ADDRESS: _____

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 8100 Forest Hill Boulevard
West Palm Beach, FL 33413

OWNER'S PHONE: (561) 493-6000

DESCRIPTION OF WORK: The bids will be for furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for the rehabilitation of wastewater submersible lift stations, including but not limited to, wetwell, valve vault and manhole repairs/replacements, emergency by-pass, force main and gravity sewer installation and all associated appurtenances. The contract is for a two-year (24-month) term with an optional one 12-months contract renewal. The contract will be awarded to up to two (2) of the lowest responsive and responsible bidder(s).

COUNTY'S PROJECT NUMBER: PBCWUD _____

PROJECT LOCATION: Palm Beach County Water Utilities Department Service Area

LEGAL DESCRIPTION: System-Wide

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Authorization No. _____ to Continuing Contract No. _____ dated on _____, 20__.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

_____ Dollars and ___ Cents (\$ _____)
(Here insert a sum equal to the Work Authorization/Bond Amount from page 1)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 20__, entered into Work Authorization No. _____ to Continuing Contract No. _____ with the County for

Work Authorization Project Name: 2023 Lift Station Rehabilitation Continuing Construction Contract

Work Authorization Project No.: 23-031

Project Description: The bids will be for furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for the rehabilitation of wastewater submersible lift stations, including but not limited to, wetwell, valve vault and manhole repairs/replacements, emergency by-pass, force main and gravity sewer installation and all associated appurtenances. The contract is for a two-year (24-month) term with an optional one 12-months contract renewal. The contract will be awarded to up to two (2) of the lowest responsive and responsible bidder(s).

Project Location: Palm Beach County Water Utilities Department Service Area

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm:
Location of Firm:
Phone:
Fax:

which Work Authorization No. ____ to Continuing Contract No. _____ is by reference made a part hereof in its entirety, and is hereinafter referred to as the Work Authorization.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Work Authorization dated _____, 20__ , between Principal and County for the design and construction of _____, the Work Authorization being made a part of this bond by reference, at the times and in the manner prescribed in the Work Authorization; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying

Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Work Authorization; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the Work Authorization; and

4. Performs the guarantee of all work and materials furnished under the Work Authorization for the time specified in the Work Authorization, then this bond is void; otherwise it remains in full force.

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the Work Authorization or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Work Authorization are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida and not elsewhere.

Witness

Print name

Witness

Print name

Principal (Seal)

Print name

Title

Surety (Seal)

Print name

Title

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FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) _____

We the undersigned hereby guarantee that the **2023 Lift Station Rehabilitation Continuing Construction Contract, PBCWUD Project No. 23-031, Work Authorization Number** _____, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Final Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. The date of Final Completion shall be the date set forth on the fully executed and acknowledged Contractor's Certification of Final Completion form. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract/Agreement.

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

_____(Seal)
(Contractor)

By: _____
(Signature) (Print Name)

_____(Seal)
(Surety)

By: _____
(Signature) (Print Name)

END OF SECTION

GENERAL CONDITIONS

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1. Definitions

Wherever the words or terms defined in this section or pronouns used in their stead occur in the Specifications or other Contract Documents, they shall have the meanings herein given.

"Addendum" - A written explanation, interpretation, change, correction, addition, deletion, or modification of the Contract Documents issued in writing by the Engineer prior to opening the Bids.

"Alternative Dispute Resolution" or "ADR" – A dispute resolution process to resolve issues related to the Project. Unless a specific ADR process is required herein or by Laws and Regulations, the parties may agree to the format of the ADR procedure.

"Application for Payment" - The form furnished by the County which is to be used by the Contractor to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

"Bonds" - Bid, Public Construction Bond, and other instruments which protect against loss due to inability, failure or refusal of the Contractor to perform the Work specified in the Contract Documents.

"Change Order" - A document recommended by the Engineer, which is signed by the Contractor and the County and authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after execution of Contract.

"Contractor" – As designated in Contract.

"Construction Manager" - The construction manager is an employee of the Contractor who shall be in attendance at the project site during performance of the Work and shall represent the Contractor. Communications given to the construction manager or decisions made by the construction manager shall be as binding as if given to or made by the Contractor. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed on written request in each case.

"Contract" - The written agreement between the County and the Contractor covering the Work to be performed; when other documents are attached to the Agreement they become part of the Contract. The Contract is also referred to as the Agreement.

"Contract Price" - The total monies payable by the County to the Contractor under the terms and conditions of the Contract Documents.

"Contract Time" - The number of successive calendar days stated in the Contract Documents for the completion of the Work.

"County" - Palm Beach County Board of County Commissioners, Palm Beach County, Florida.

"Defective Work" - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to the Engineer's recommendation of final payment.

"Drawings" - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent and scope of the Work to be performed, which have been prepared and approved by the Engineer, and which are considered a part of the Contract Documents.

"Effective Date of the Contract " - The date indicated in the Contract on which it was executed, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

"Engineer" – **PALM BEACH COUNTY WATER UTILITIES DEPARTMENT** and its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the County.

"Field Order" - An order by the Engineer that does not impact the cost or time of performance of the Work.

"Final Acceptance" – The date the project is finally accepted by the Board of County Commissioners or their designee.

"General Requirements" - Division 1 of the Technical Specifications.

"Inclement Weather" – A normal work day during which the Contractor was unable to perform critical path work for a continuous period of more than four (4) hours during that day.

"Inspector" - The inspector shall be in attendance at the project site during performance of the Work and shall report to, and be under the direct supervision of, the Resident Engineer or Resident Project Representative. The inspector shall have no authority to permit deviation from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the Engineer.

"Laws and Regulations; Laws or Regulations" - Laws, rules codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations. “

"Normal Working Hours" - Normal working hours shall consist of forty (40) hours per week with no more than eight (8) hours per day.

"Notice to Proceed" - The written notice issued by the County, or its authorized agents, to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Contract Time.

"Partial Utilization" - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

"Project" - The entire construction to be performed as provided in the Contract Documents.

"Resident Engineer" - (Same definition as for Resident Project Representative hereinafter).

"Resident Project Representative" - The resident project representative shall be in attendance at the project site during performance of the Work and shall represent the Engineer. Communications given to the resident project representative or decisions made by the resident project representative shall be as binding as if given to or made by the Engineer. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed or requested in writing in each case.

"Shop Drawings" - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or on behalf of the Contractor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

"Specifications" - (Same definition as for Technical Specifications hereinafter).

"Subcontractor" - An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

"Substantial Completion" - The date as determined by the Engineer, as evidenced by the Engineer's definitive Certificate of Substantial Completion, when the construction of the entire Project (or a specified part thereof) is sufficiently completed, in accordance with the Contract Documents, so that the entire Project (or a specified **part**) can be utilized for the purposes for which it is intended. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

"Supplier" - A manufacturer, fabricator, provider, distributor, materialman or vendor.

"Technical Specifications" - Those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of materials, equipment, products, supplies, manufactured articles, standards and the execution of the Work.

"Unbalanced Bid Items" – Bid items in which the unit prices are not in line with industry standards or averages for the items. In order for a bid to be balanced each item must carry its proportionate share of direct cost, overhead, and profit. Unbalanced items which are installed and billed at the beginning of a project also result in "front-end loading."

"Underground Utilities" - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

"Work Order or Work Authorization" - A document which, when executed by the County and Contractor, becomes a part of the Contract Documents and specifies the scope of work, duration, total price, liquidated damages, and schedule for a specific project to be constructed by Contractor in accordance with the terms of the contract document.

"Work Directive" - A written directive to the Contractor, issued on or after the Effective Date of the Contract, signed by the County and recommended by the Engineer, ordering an addition, deletion or revision in the Work in response to an emergency or in the case of an inability to agree upon the amount of compensation of a requested change. The Contractor shall proceed upon receipt of a Work Directive to complete the work on a "cost plus" basis in accordance with Article 44, Paragraph A.3.C. A Work Directive may not change the Contract Price or Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price and/or Contract Time.

"Written Amendment" - A written amendment of the Contract Documents, signed by the County and the Contractor on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly work-related aspects of the Contract Documents.

2. Preliminary Matters

When the Contractor delivers the signed Contracts to the County, the Contractor shall also deliver to the County such Bonds and Insurance Policies, Certificates or other documents as the Contractor may be required to furnish in accordance with the Contract Documents.

The County will furnish to the Contractor three (3) copies of the Contract Documents. Additional quantities of the Contract Documents will be furnished at reproduction cost.

The County and the Contractor in Section 8 of the Instructions to Bidders have the option to mutually agree to implement a partnering cooperative approach to problem solving.

3. Before Starting Construction

The Contractor shall submit to the Engineer for review those documents identified in the General Requirements of the Technical Specifications. Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall notify the Engineer, in writing, of all conflicts, errors, inconsistencies, or omissions which he may discover; and obtain specific instructions in writing from the Engineer before proceeding with any part of the Work affected thereby. The Contractor shall not take advantage of any apparent error or omission which may be found in the Contract Documents, but the Engineer shall be entitled to make such corrections therein and interpretations thereof, as he may deem necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct at his own expense all Work improperly constructed through failure to notify the Engineer and request specific instructions.

4. Pre-construction Conference

Following the execution of the Contract and prior to start of construction, a pre-construction conference will be scheduled by the Engineer, which must be attended by the Contractor. This conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions, and to establish a working understanding between the Parties as to the Project. This conference may include representatives of the Engineer, County, local utilities, regulatory agencies, other contractors performing work in the area for the County, and any other party that may be deemed as necessary for the orderly performance of the Contract. However, this does not relieve the Contractor of the responsibility of contacting local utilities and any other necessary agencies or contractors.

5. Intent and Amending Contract Documents

A. Intent

The Contract Documents comprise the entire Contract between the County and Contractor concerning the Work. The Contract Documents are complementary, so that any Work exhibited in the one shall be executed just as if it has been set forth in all, in order that the Work shall be completed in every respect according to the complete design or designs as decided and determined by the Engineer.

It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for.

In the event of a conflict, omission, error or discrepancy in the Contract Documents the Contractor shall promptly notify the Engineer. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth in Section 4.2.4 of the Instructions to Bidders.

The captions or subtitles of the several Articles and Divisions of these Contract Documents constitute no part of the context hereof, but are only labels to assist in locating and reading the provisions hereof.

From time to time during the progress of the Work, the Engineer may furnish supplementary drawings attached to a Change Order, a Field Order, a work Directive, or as a response to the Contractor's request for additional information, as he determines necessary to show changes or define the Work in more detail, and these also shall be considered as part of the Contract Documents.

B. Amending and Supplementing the Contract Documents

1. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 - a. A formal Written Amendment
 - b. A Change Order
 - c. A Field Order
 - d. A work Directive

As indicated in Articles 44 and 49, Contract Price and Contract Time may only be changed by a Change Order.

2. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
 - a. A Field Order
 - b. The Engineer's approval of a Shop Drawing or Sample, provided that Contractor has called such variation or deviation from the contract requirements to the attention of Engineer in a writing in accordance with GC 72, which specifically identifies the change.
 - c. The Engineer's written interpretation or clarification of the Intent of the Contract Documents.

6. Reuse of Documents

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing or furnishing any of the Work under a Contract with the County shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents (or copies of any thereof) prepared by the Engineer for use on the Work, and they shall not reuse any of them on extensions of the project or any other project without prior written consent of the County and the Engineer.

7. Occupying Private Land

The County shall furnish, as indicated in the Contract Documents, the Lands upon which the work is to be performed, Rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Contractor. These Lands are shown on the Contract Drawings and it is the Contractor's Responsibility to perform the work within the legally described Limits of the Lands. The Contractor shall provide for all additional Lands and access thereto required for temporary Construction facilities or storage of equipment and materials.

The Contractor shall not (except after written consent from the proper parties) enter or occupy with personnel, tools, equipment or materials, any land outside the rights-of-way or property of the County. Upon request of the County, the Contractor shall give a copy of the written consent to the Engineer.

8. Work in State and County Rights-of-Way and Easements

When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across streets, rights-of-way, easements, or other property, the Contractor shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

9. Work Adjacent to Telephone, Power, Water, Sewer, Drainage Cable TV and Gas Company Structures

In all cases where Work is to be performed near utilities including telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Contractor shall provide written notification to the respective companies of the areas in which Work is to be performed, prior to the actual performance of any Work in these areas, and shall take all actions necessary to protect such facilities from damage.

10. Use of Public Streets

The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. Any earth or excavated material spilled from trucks shall be removed by the Contractor and the streets cleaned to the satisfaction of the Engineer and the County Engineering Department, the Florida Department of Transportation, or other local agency having jurisdiction, as applicable.

11. Subsurface Investigation

In the preparation of the Contract Documents, the Engineer has relied on the reports and tests of subsurface conditions taken at the job site. Such reports are not guaranteed as to their accuracy or completeness and are not part of the Contract Documents.

The County and the Engineer do not warrant or guarantee the accuracy or correctness of this material with respect to actual subsurface conditions.

The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his Proposal, the nature and location of the Work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during the execution of the Work, the general and local conditions and all other matters which can in any way affect the Work under this Contract. The prices established for the Work to be done will reflect all costs pertaining to the Work.

12. Obstructions

The information and data shown or indicated in the Contract Documents with respect to existing underground utilities at or contiguous to the site and reports of prior property ownership of the site are based on information and data furnished to the County or the Engineer by the owners of such Underground Utilities or others. The County and the Engineer are not responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto

resulting from the Work, the cost of which will be considered as having been included in the Contract Price.

All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across all excavations. Where it is necessary to temporarily interrupt services, the Contractor shall notify the Owner or occupant of such facilities, both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the Contractor shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The Contractor shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new work are shown, but are to be verified in the field by the Contractor prior to performing the Work. The Contractor shall uncover these pipes, ducts, cables, etc., carefully, by hand, prior to installing his Work. Any discrepancies or differences found shall be immediately brought to the attention of the Engineer in order that necessary changes may be made to permit installation of the Work.

13. Dimensions of Existing Structures

Where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information.

14. Elevation Datum

Datum is shown on the project plans. All elevations on the Drawings or referred to in the Specifications refer to this datum.

15. Work to Conform

During its progress and on its completion, all Work shall conform truly to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the Contract Documents and the written instructions or written directions given from time to time by the Engineer. In no case shall any Work in excess of the requirements of the Contract documents be paid for unless so approved in writing by an appropriately executed change order, work directive or written amendment.

All Work done without written instructions having been given by the Engineer, done without proper lines or levels, or done during the absence of the Engineer, or his agent, will not be estimated or paid for except when such Work is authorized in writing by an appropriately executed change order, work Directive or written amendment. Work so done may be ordered uncovered or taken down, removed and replaced entirely at the Contractor's expense.

16. Location of Proposed Work

Piping and structures to be installed by contractor, will be located substantially as indicated on the Drawings, but the right is reserved by the County, acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve the Contractor from laying and jointing different or additional items where required without additional compensation.

17. Bonds

The bond requirements may be waived where permissible under applicable law.

The successful Bidder shall, upon delivery of the executed Contract to the County, deposit with the County a Public Construction Bond, in the form included in these documents, providing for the satisfactory completion of the Work and providing security for payment of all persons performing labor in connection with this Contract. Such bond shall be furnished in an amount equal to 100% of the amount of the Contract award as security for the faithful performance and payment of all Contractors' obligations under the Contract Documents and shall be recorded by Contractor in the public records of Palm Beach County. The form and conditions of the Bond and the Surety shall be acceptable to the County. As soon as possible after award of the contract, successful bidder shall deliver to County a certified copy of the recorded Public Construction Bond or, when applicable, the recorded Payment and Performance bonds. **No payment will be made for work performed under this contract until a certified copy of the appropriate bond(s) has been delivered to County.**

The bond shall be written by a Surety Company of recognized standing, licensed to do business in the State of Florida, and having a resident agent in the State of Florida. The Surety Company shall hold a current certificate of authority as acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, current revision, entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bond shall be executed by an Attorney-in-Fact for the Surety Company with a certified copy of his Power of Attorney attached to the Bonds.

The bonding limit of the Surety Company shall not exceed the limits indicated in the U.S. Department of Treasury listing unless the Surety Company submits a "reinsurance agreement form" indicating the amount above the bonding limit is insured by another Surety Company also on the U.S. Department of Treasury listing.

If the Surety Company on any Bond furnished to the County is declared, upon notification of the Insurance Agent, as bankrupt or becomes insolvent or its right or license to do business is terminated in the State of Florida, or it ceases to meet any of the requirements stated herein, the Contractor shall within ten (10) working days thereafter substitute another Bond and Surety Company at no cost to the County, both of which must be acceptable to the County. If the project is declared more than 90% complete by the Engineer and the County at the time of the Surety's bankruptcy or insolvency, the Contractor may, at the County's option, obtain a Maintenance Bond in the amount of 100% of the project cost, for the one (1) year warranty period after project completion. The Maintenance Bond shall be submitted on the form provided by the County and shall comply with all of the requirements for Public Construction Bond stated herein.

Failure by the Contractor to substitute satisfactory Bonds under this section shall result in any or all of the following actions by the County:

1. Withholding of all applications for payment until satisfactory bonds are received and accepted, and/or;
2. Default in the Contract and cancellation as provided for in the Contract's default clause, and/or;
3. Suspension of the Contractor's name from the County's bid list for a period of not less than three (3) years from the date of Surety or Contract default.

18. Contractor's Insurance

Unless otherwise specified in this Contract or granted by County's Risk Management Department, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the life of this contract or the performance of work hereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. Contractor shall deliver to Owner Certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) calendar days after receipt of Notification of Intent to Award, but in any event, prior to execution of the Contract by Owner and prior to commencement of work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirement contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

COMMERCIAL GENERAL LIABILITY Contractor shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

BUSINESS AUTOMOBILE LIABILITY Contractor shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

WORKER'S COMPENSATION & EMPLOYER'S LIABILITY Contractor shall agree to maintain Worker's Compensation Insurance & employer's liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Contractor in or doing work in the Construction Industry, or proof of worker's compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement. If any work is sublet Contractor shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Contractor's Worker's Compensation insurance policy. Contractor agrees this coverage shall be provided on a primary basis.

ADDITIONAL REQUIRED INSURANCE WHEN WORK INVOLVES: The Contractor shall agree to maintain the following additional required insurance coverages with respect to any work involving property, operations, or type of equipment for which each insurance coverages described below have been designed specifically to provide coverage for:

WATERCRAFT LIABILITY With respect to any of the work hereunder involving watercraft owned, hired, or borrowed, the Contractor shall agree to maintain Protection and Indemnity, or similar Watercraft Liability. Coverage shall be included either way of endorsement under the Commercial General Liability or by separate watercraft liability insurance and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

AIRCRAFT LIABILITY With respect to any of the work involving (fixed wing or helicopter) aircraft owned, hired, or borrowed, the Contractor shall agree to maintain Aircraft Liability. Passenger Liability shall be included when persons other than the pilot and crew are occupying the aircraft. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

BUILDERS RISK With respect to any of the work involving the construction of real property (buildings and improvements other than buildings) during the construction project, the Contractor shall maintain Builders Risk insurance providing coverage for the entire work at the project site, and will also cover portions of work located away from the site but intended for use at the site, and will also cover portions of the work in transit. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to the projected completed value of the project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the project. The deductible shall not exceed \$10,000, nor shall a wind percentage deductible, when applicable, exceed five percent (5%).

Partial Occupancy or use of the work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Contractor shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the project, or until Contractor and County mutually consent to the termination, whichever occurs first. The Contractor agrees and understands the County shall not provide any Builder's Risk insurance on behalf of Contractor for loss or damage to work, or to any other property of owned, hired, or borrowed by the Contractor. In addition, the Contractor agrees that they shall be responsible for all policy deductibles.

INLAND MARINE/TRANSIT INSURANCE. With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall agree to maintain inland marine property/transit insurance provided the coverage is not afforded by a Builders Risk policy. Coverage shall be provided in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the project, or until Contractor and County mutually consent to the termination, whichever occurs first. The Contractor agrees and understands the County shall not provide any inland marine or transit insurance on behalf of Contractor for loss or damage to work, or to any other property of owned, hired, or borrowed by the Contractor. In addition, the Contractor agrees that they shall be responsible for all policy deductibles.

SATISFYING LIMITS UNDER AN UMBRELLA POLICY: If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

ADDITIONAL INSURED The Contractor agrees to endorse the County as an Additional Insured on each insurance policies required to be maintained by the Contractor, except for Worker's Compensation

and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, builder's risk or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". The Contractor shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

LOSS PAYEE The Contractor shall agree to endorse the County as a Loss Payee on the Builder's Risk and Inland Marine/Transit Insurance, when required to be maintained by the Contractor. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners." Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein. The Contractor shall agree the Loss Payee endorsement provides coverage on a primary basis.

WAIVER OF SUBROGATION The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit an Insured to enter into an pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

RIGHT TO REVIEW & ADJUST The Contractor shall agree, notwithstanding the foregoing, the County, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the County reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, County shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

NO REPRESENTATION OF COVERAGE ADEQUACY: The coverages and limits identified in the table have been determined to protect primarily interests of the County only, and the Contractor agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction project or otherwise.

CERTIFICATE OF INSURANCE Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on the Certificate.

In the event the County is notified that a required insurance coverage will cancel or non-renewed during the period of this Contract, the Contractor shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Contractor shall agree not continue to work pursuant to this Contract unless all required insurance remains in effect. The County shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the County. The County reserves the right to withhold payment, but not the obligation, to Contractor until coverage is reinstated.

If the Contractor fails to maintain the insurance as set forth herein, the County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.
2. Shall clearly indicate project name and project number to which it applies.
3. Shall clearly indicate a minimum ten (10) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
4. Evidence of renewal coverage must be provided at least fourteen (14) days in advance of any policy that may expire during the term of this Contract.
5. Shall clearly identify Palm Beach County, Board of County Commissioners endorsed as a Loss Payee on the Builders Risk and any Inland Marine coverages.
6. Contractor shall deliver original Certificate(s) of Insurance to the following Certificate Holder address:

Palm Beach County
Water Utilities Department
Director Utilities Engineering
8100 Forest Hill Boulevard
West Palm Beach, FL 33413

The County will correspond directly with Contractor to convey insurance deficiencies, policy renewal requests and any other insurance documentation needed in order to establish full compliance with the insurance requirements of the contract. In the event that County elects to utilize a third-party for insurance tracking, County will provide notice to Contractor of said election and relevant address information.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION The Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

SUBCONTRACTOR'S INSURANCE: The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the County, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

INSURANCE COVERAGE & TABLE The Contractor shall agree to maintain the coverages, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Table below:

INSURANCE COVERAGE & LIMIT TABLE			
TYPE OF COVERAGE	CONTRACTS LESS THAN \$500,000	CONTRACTS \$500,000 OR MORE	COVERAGE REQUIRED THIS CONTRACT
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$500,000 per occurrence Yes	\$1,000,000 per occurrence Yes	Yes
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence	Yes
<u>WORKERS COMPENSATION & EMPLOYER'S LIABILITY:</u> Coverage not less than: Employers Liability Limits:	Statutory \$100/500/100		Yes
<u>WATERCRAFT LIABILITY:</u> <i>Limit of Liability not less than:</i> <i>Additional Insured endorsement required:</i>	\$5,000,000 <i>per occurrence</i> Yes		No
<u>AIRCRAFT LIABILITY:</u> When used to carry passengers (excluding aircraft's crew) coverage for Passenger Liability not less than: Additional Insured endorsement required:	\$1,000,000 per passenger Yes		No
<u>INLAND MARINE/TRANSIT COVERAGE:</u> Limit not less than: Additional Insured & Loss Payee endorsements required:	Highest value exposed during the construction project. Yes		Yes

INSURANCE COVERAGE & LIMIT TABLE		
<u>BUILDERS RISK:</u> Limit not less than:	The total project completed construction value as well as subsequent modifications to that sum.	
Endorsement to waive coverage termination from Occupancy Clause.	Yes	
Endorsement cover until final acceptance of the project by Certificate of Occupancy by the Owner.	Yes	No
Additional Insured & Loss Payee endorsements required:	Yes	

19. Contractor's Responsibility

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The County and the Contractor have agreed to use a partnering cooperative approach to problem solving (See Instruction to Bidders 8.0). The Contractor shall be solely and wholly responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents and for the good condition of the Work and materials until Final Acceptance by the County. The Contractor shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature prior to Final Acceptance.

The Contractor shall designate in writing and keep on the Work site at all times during progress of the Work, a technically qualified construction manager, who shall not be replaced without prior written notice to the County and the Engineer. The construction manager shall be the Contractor's representative at the site and shall have full authority to act on behalf of the Contractor. All communications given to the construction manager shall be as binding as if given to the Contractor. The Contractor shall issue all its communications to the County through the Engineer.

The Contractor's construction manager shall be present at the site of the Work at all times while Work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Contractor until such time as a construction manager is again present at the site.

All materials shall be supplied and the Work shall be done in accordance with the rules, requirements, regulations and directives of various Building Departments and such other State, County, or City Departments having jurisdiction over the same and in accordance with the requirements of the representatives of the mortgagee or mortgagees, if any, or any other governmental bureau, agency, or department interested in this job either directly or indirectly. Contractor shall be responsible for making himself aware of any laws or ordinances which may affect Contractor's access to the project, the times of day when Contractor may perform the work, or in any other way affect Contractor's performance of the Work. County will not be liable to Contractor for any action of any other governmental or private entity or agency which impacts Contractor's costs or schedule for completing the Work.

Except as otherwise provided in this Article, the Contractor shall receive no additional compensation for overtime work, i.e., work in excess of eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the Engineer in writing. Additional compensation will be paid to the Contractor for overtime work only in the event extra work is ordered by the Engineer and the change order specifically

authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.

All costs of field observations, inspection and testing performed by the Engineer during overtime work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor, based upon Engineer's salary rates plus fringe benefits, overhead, profit and indirect costs in accordance with the terms of the Engineer's Contract with the County. The County shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the Contractor.

Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, drainage, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and Final Completion of the Work. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or County, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive or Change Order will be issued to document the consequences of the changes or variations.

20. Discontinuance of Construction

The Contractor agrees and guarantees to perform the above mentioned Work in accordance with the terms stated herein, irrespective of any strikes, lockouts, or stoppages, and the Contractor shall not employ men, means, materials, or equipment which may cause strikes, work stoppages, or any disturbances by workmen employed by the Contractor.

In the event the County is prevented from proceeding with any or all of this Work as stated in this Contract, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the County's control, then the County herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Contract outright by giving notice by registered mail of such intention to the Contractor herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the County herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other charges whatsoever.

21. Guarantee

The Contractor guarantees that the Work and service to be performed under the Contract and all workmanship, materials, and equipment performed, furnished, used, or installed in the Work shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Contract Documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and that performance test requirements of the Contract shall be fulfilled. The Contractor shall remedy all defects in the Work and shall repair, correct, or replace all damage to the other Work, persons or property resulting from failures covered by the guarantee. The guarantee shall remain in effect for one (1) year from the date of final acceptance unless a longer period is specified. The County shall give notice of observed defects with reasonable promptness. Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship, or equipment which are remedied as a

result of obligations of the guarantee shall subject the remedied portion of the Work to an extended guarantee period of one (1) year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee.

22. Field Layout of Work

All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as approved by the Engineer in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida with demonstrated experience in the project area who shall be employed by the Contractor at his expense. The Contractor shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary bench marks adjacent to the Work. Based upon the information provided by the Contract Drawings, the Contractor shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Contract Drawings, location of property boundaries, stakes for all working points, lines and elevations.

The Contractor shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Contractor resulting from his negligence, or for any other reason, he shall be held liable for any expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal causes of construction shall be re-established by the Contractor; and all reference ties recorded shall be furnished to the Engineer. All computations necessary to establish the exact position of the Work shall be made and preserved by the Contractor.

23. Specifications

Where any materials, articles, items, equipment, or processes are specified by one or more trade or brand names, the substitution of unnamed materials, articles, items, equipment, or processes will not be allowed. Where the words "equivalent", "proper", "equal to", or "or Equal" are used, they shall be understood to mean that the referred to materials, items, equipment, articles or processes shall be the equivalent of, or equal to some other materials, items, equipment, articles or processes in the opinion or judgment of the Engineer. Unless otherwise specified, all materials, items, equipment, articles or processes shall be the best of their respective kinds and shall be in all cases, fully equal to samples acceptable to the Engineer. Even though the words "or equal" or other such expressions may be used in the Specifications, unless a substitute is accepted in writing by the Engineer, the Engineer shall have the right to require the use of such specifically designated material, equipment, items, articles or processes named in the Specifications.

24. Handling and Distribution

The Contractor shall, at his own expense, handle, haul and distribute all materials and all surplus materials on the different portions of the Work, as necessary. Suitable and adequate storage room for materials and equipment shall be furnished until the Final Acceptance of the Work.

Storage charges and demurrage charges by transportation companies and vendors, which result from delays in handling, shall be borne by the Contractor.

25. Storage of Materials

Suitable storage facilities shall be furnished by the Contractor. All materials, supplies and equipment intended for use in the Work shall be stored by the Contractor in accordance with the recommendations of the associated manufacturer or supplier to prevent damage from exposure, contamination by foreign substances, or vandalism. The Engineer may refuse to accept, or sample for testing, materials, supplies, or equipment that have been improperly stored. Materials, supplies and equipment found unfit for use shall not be incorporated in the Work and shall immediately be removed from the construction or storage site and replaced at no cost to the County.

Should the Contractor build temporary structures for housing workers, tools, machinery and supplies, they shall be permitted only at places acceptable under Local codes, Ordinances, Laws, Rules, and Regulations, and their surroundings shall be maintained at all times in a satisfactory and sanitary manner. On or before the completion of the Work, all such structure shall be removed in their entirety, together with all rubbish and trash, at the expense of the Contractor.

The Contractor shall, at its own expense, handle, haul and distribute all materials and all surplus materials on the different portions of the Work, as necessary. Suitable and adequate storage room for materials and equipment shall be furnished until the Final Acceptance of the Work.

Storage charges and demurrage charges by transportation companies and vendors, which result from delays in handling, shall be borne by the Contractor.

26. Salvaged Materials

In the absence of special provisions to the Contract, salvaged materials, equipment or supplies that occur are the property of the County and shall be stored as directed by the Engineer, or shall be properly disposed of by the Contractor at his sole cost, if directed by the Engineer.

27. Subcontracts

As soon as practical after execution of the Contract, the Contractor shall notify the Engineer and request approval in writing, of the use of subcontractors proposed for the Work and shall not employ any that the Engineer may, within a reasonable time, determine are not performing the work in strict conformance with the Contract Documents, or approved changes thereto.

The Contractor agrees that he is as fully responsible to the County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the County.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the General Conditions, the Supplemental General Conditions and other Contract Documents insofar as applicable to the Work of subcontractors, and to give the Contractor the same power as regards to terminating any subcontract that the County may exercise over the Contractor under any provision of the Contract Documents. The Contractor shall only Contract with bondable Subcontractors if the Subcontractor is performing work that represents more than 15% of the Work.

28. Permits

The Contractor shall, obtain all necessary permits, licenses, royalties, inspections and certificates pertaining to the Work and shall comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, orders, notices and requirements, whether or not provided by the Drawings, Specifications, General Conditions or other parts of the Contract Documents without additional charge or expense to the County and shall also be responsible for and correct at its own cost and expense, any violations thereof resulting from and in connection with its performance of the Work.

29. Employees

All labor described in these Specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

Any person employed on the Work who fails, refuses or neglects to obey the instructions of the Construction Manager in anything relating to this Work, or who appears to the Construction Manager to be disorderly, intoxicated, insubordinate, unfaithful or incompetent, shall upon the order of said Construction Manager, be at once discharged and not again employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the Engineer or his inspectors by the Contractor or his employees or agents, shall be authority for the County to annul the Contract and re-let the Work. No intoxicating substance shall be allowed on the Work.

30. Florida Products and Labor

The Contractor's attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

31. Equal Employment Opportunity

The Contractor warrants and represents that all of its employees or applicants for employment are treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for 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 nondiscrimination clause.

32. Sanitary Regulations

The Contractor shall provide adequate sanitary conveniences for the use of those employed on the Work. Such conveniences shall be made available when the first employees arrive on the Work, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such a manner as may be required by Local codes, Ordinances, Laws, Rules and Regulations.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall prohibit the committing of nuisances on the site of the Work, on the lands of the County, or on adjacent property.

The County and the Engineer shall have the right to inspect any building or other facility erected, maintained, or used by the Contractor, to determine compliance with these Sanitary Regulations.

33. Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

34. Contractor's Use of Premises

The Contractor's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices.

35. Accident Prevention

No laborer or mechanic employed in the performance of this Project shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

The Contractor shall appoint a qualified and experienced safety representative and shall exercise proper caution at all times for the protection of persons and property and shall be responsible for all damage to persons or property, either on or off the work site, which occur as a result of his prosecution of the Work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

The Contractor shall indemnify and save harmless the County and the Engineer from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any Work conducted under this Contract.

36. Precautions During Adverse Weather

During adverse weather, and against the possibility thereof, the Contractor shall take all necessary precautions to insure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The Contractor shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent.

The Contractor may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

37. Indemnification

Contractor shall indemnify and hold harmless the County, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent

caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract.

38. Non-assignable

This Contract, any monies due hereunder, or any part thereof, shall not be assigned, transferred, or sublet by Contractor, nor shall County be liable to any assignee or transferee, or sublease, without the written consent of the County, and without consent to the assignment, transfer, or sublease, the County shall not release or discharge Contractor from any obligation hereunder. County shall not consider its approval to an assignment unless the Surety on the Contract Public Construction Bond has informed the County in writing that it consents to the assignment.

39. Venue

This Contract shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Contract shall be in a state court of competent jurisdiction located in Palm Beach County, Florida.

40. Confidentiality

In the performance of the Work, the Contractor may be exposed to the confidential information of the County and others. The Contractor shall not disclose to anyone not employed by the County nor use, except on behalf of the County, any such confidential information acquired by it in the performance of the Work except as authorized by the County in writing and, regardless of the term of this Contract, the Contractor shall be bound by this obligation until such time as said confidential information shall become part of the public domain. Information regarding all aspects of the County's business and information concerning the Work (either directly or indirectly disclosed to it or developed by it in the performance of the Work) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public without restriction. The Contractor also agrees that it will not disclose to the County any information it holds subject to any obligation or confidence to any third persons or parties.

41. Work by Others

The County may perform additional Work related to the Project by itself, or he may let other direct contracts which shall contain General Conditions similar to these. The Contractor shall afford the other contractors who are parties to such direct contracts (or the County, if it is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends on proper execution or results upon the Work of any such other contractor (or County), the Contractor shall inspect and promptly report to the Engineer, in writing, any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other Work as fit and proper for the reception of his Work except as to defects and deficiencies, which may appear in the other Work after the execution of the Work under this Contract.

The Contractor shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. The Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the Engineer and of the other contractors whose Work will be affected.

If the performance of additional Work by other contractors or the County is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor by the Engineer prior to starting any such additional Work.

42. Engineer's Responsibility

The supervision of the execution of this Contract is vested wholly in the Contractor. The orders, instructions, directions, or requests of the County are to be given through the County's Engineer. The County's Engineer shall transmit them promptly to the Contractor as coming from the County and originating in the County. The Contractor shall designate a representative to receive such instructions, directions or requests in his absence and, failing to do so, will be held responsible for the execution of them.

The Engineer shall have the authority to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. This right of the Engineer to stop the Work shall not give rise to any duty on the part of the Engineer to exercise this right for the benefit of the Contractor or any other party. The Contractor shall not suspend the Work and shall not remove any equipment, tools, lumber or other materials without the written permission of the County's Engineer.

The County's Engineer shall have free access to the materials and the Work at all times for measuring or observing the same, and the Contractor shall afford him all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, the Engineer shall:

1. Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents; not be responsible for the construction means, methods, procedures, techniques and sequences of construction and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Contract Documents; not be responsible for safety precautions and procedures in connection with the Work; and during such visits and on the basis of on-site observations, as an experienced and qualified design professional, will keep the County informed of the progress of the Work, will endeavor to guard the County against defects and deficiencies in the Work of the Contractor and may reject Work as failing to conform to the Contract Documents.
2. Issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.
3. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data, which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents, and assemble written guarantees, which are required by the Contract Documents.
4. Consult with and advise the County, act as the County's representative at the project site, issue all instructions of the County to the Contractor and prepare routine change orders as required.

5. Based on on-site observations, as an experienced and qualified design professional and on the review of the Contractor's applications for payment, determine the amount owing to the Contractor and approve in writing payment to the Contractor in such amounts; such approvals of payment to constitute a representation to the County, based on such observations and review of data comprising such applications, that the Work has progressed to the point indicated and that, to the best of its knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents, subject to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the approval. Such partial and final payments will be as specified elsewhere herein except as modified in this paragraph.
6. Conduct, in the company of the County, a final inspection and an "eleventh month inspection" of the Project for conformance with the design concept of the project and compliance with the information given by the Contract Documents, and recommend to the County, in writing, acceptance of the Project for ownership and final payment to the Contractor in accordance with Article 59 "Final Payment and Acceptance."

The Engineer will be the initial interpreter of the requirements of the Contract Documents.

Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The Engineer has agreed to participate in the use of a partnering cooperative approach to problem solving.

Neither the Engineer's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the Engineer, in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any Supplier, any Surety, or any other person or organization performing any of the Work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as reviewed", "as approved", or terms of the like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review, or judgment of the Engineer as to the Work, it is intended that such requirements, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the Engineer any duty or authority to undertake responsibility.

The authority and duties of the resident project representative are limited to examining the material furnished, observing the Work done, and reporting their findings to the Engineer. The Engineer does not underwrite, guarantee or insure the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Contract Documents. Failure by the Engineer or by any inspectors or other representatives of the County engaged in on-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from his liability to the County. Inspectors shall have no authority to permit deviations from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the Engineer.

The Engineer, his representatives, employees, or any resident project representative in employment of the Engineer shall have no authority to supervise, direct, expedite or otherwise control and instruct or order the Contractor or his employees in the fulfillment of the Contractor's obligation. The County's instructions, orders, directions and/or orders to the Contractor shall be given only through the Engineer, or his employees.

The Engineer shall have the authority to disapprove or reject work which the Engineer believes to be defective or that the Engineer believes will not produce a completed project that conforms to the Contract Documents or that will prejudice the integrity of the construction of the completed Project as a functioning whole as indicated by the Contract Documents. The Engineer shall also have the authority to require special inspections or testing of the Work as provided in Article **51** of these specifications, whether the Work is fabricated, installed or completed.

If any Work (including the Work of subcontractors) that is to be inspected, tested or approved is covered without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's sole expense unless the Contractor has given the Engineer timely notice of the Contractor's intention to perform such test or to cover the same and the Engineer has not acted with five (5) days in response to such notice.

If any Work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's sole expense.

If the Engineer considers it necessary or advisable that covered Work be observed by the Engineer or inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all direct, indirect and consequential costs and damages of such uncovering, exposure, observation, inspection and testing and of satisfactory re-construction, including but not limited to fees and charges of engineers, attorneys and other professionals. However if such Work is found not to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and re-construction; and if the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim as provided in Articles **44** and **49**.

The payment of any compensation, regardless of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative, is strictly prohibited and any such act on the part of the Contractor will constitute a violation of the Contract.

43. Changes in the Work

Without invalidating the Contract and without notice to any Surety, County may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

If County and Contractor are unable to agree on the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made thereof as provided in Article **44** or Article **49**.

Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided, except in the case of an emergency as provided in Article **19**.

County and Contractor shall execute appropriate Change Orders (or Written Amendments) covering:

- A. Changes in the Work which are ordered by County, or are required because of acceptance of defective work under Article 51 or correcting defective Work under Article 53, or are agreed to in writing by the parties;
- B. Changes in the Contract Price or Contract Time which are agreed to in writing by the parties; and,
- C. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by Engineer pursuant to ADR, provided that, in lieu of executing any such Change Order, Contractor or County may litigate any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such ADR and litigations, Contractor shall carry on with the Work and adhere to the Progress Schedule as provided in Article 49.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a Surety, the giving of any such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

All changes to the contract must comply to Palm Beach County Board of County Commissioners Resolution R-89-633, any revisions thereto and any other policies enacted by the Board of County Commissioners in relation to contract changes.

44. Change of Contract Price

A. General

- 1. The Contract price constitutes the total compensation (subject to adjustments authorized in writing) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
- 2. The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly (but in no event later than thirty (30) days) after occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty (60) days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. Any claim for adjustment in the Contract Price may be determined by ADR if County and Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Article.
- 3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - a. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - b. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph C.1).

- c. On the basis of the Cost of the Work (determined as provided in paragraphs B.1 and B.2) plus a Contractor's Fee for overhead and profit (determined as provided in paragraphs C.1 and C.2).

B. Cost of the Work

1. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by County, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph B.2.
 - a. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by County and Contractor. Payroll costs for employees not employed full time in the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment compensation, excise and payroll taxes, worker's or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation pay and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the County.
 - b. Costs of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and supplier's field services required in connection therewith.
 - c. Payments made by Contractor to the Subcontractors for Work performed by Subcontractors.
 - d. Cost of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.
 - e. Supplemental costs including the following:
 - (i) The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in the discharge of duties connected with the Work.
 - (ii) Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and costs less market value of such items used but not consumed which remain the property of Contractor.
 - (iii) Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for completion of the Work or any portion thereof for which the equipment, machinery or parts are specifically required.

For special equipment and machinery such as power driven pumps, concrete mixers, trucks, front-end loaders, backhoes, and tractors, or other equipment required for the

economical performance of the authorized Work, the Contractor shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate Blue Book for Construction Equipment, published by Equipment Guide Book Co., reduced by twenty-five percent (25%). Equipment cost shall be calculated based upon the actual time used on the Work. If said Work requires the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

(iv) Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

(v) The cost of utilities, fuel and sanitary facilities at the site.

(vi) Minor expenses such as telegrams long distance phone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

(vii) Cost of premiums for additional Bonds and insurance required because of changes in the Work and for premiums for property insurance coverage within the limits of the deductible amounts established by County in accordance with Article 18.

2. The term Cost of Work shall not include any of the following:

- a. Payroll costs and other compensation of Contractor's officers, executives, principals (or partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, surveyors, auditors, accountants, purchasing and contract agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal office or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph B.1.a or specifically covered by paragraph B.1.d, all of which are considered administrative costs covered by the Contractor's fee.
- b. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.
- c. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- d. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph B.1.e.vii above).
- e. Costs due to the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for those acts any of them may be liable for, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- f. Other overhead or general expense costs of any kind and the costs of any items not specifically and expressly included in paragraph B.1.

C. Contractor's Fee

1. The Contractor's Fee allowed for overhead and profit shall be determined as follows:
 - a. A mutually acceptable fixed fee, or if none can be agreed upon, a fee based on the following percentages of the various portions of the Cost of the Work:
 - (i) For costs incurred under paragraphs B.1.a and B.1.b, the Contractor's Fee shall be fifteen percent (15%).
 - (ii) For costs incurred under paragraph B.1.c, the Contractor's Fee shall be five percent (5%); and if a subcontract is on the basis of Cost of the Work plus a Fee, the maximum allowable fee to Contractor on account of overhead and profit of all subcontractors shall be fifteen percent (15%).
 - (iii) No fee shall be payable on the basis of costs itemized under paragraph B.1.d, B.1.e, and B.2.
 - (iv) The amount of credit to be allowed by Contractor to County for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent (10%) of the net decrease; and,
 - (v) When both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs C.1.b.i through C.1.b.iv, inclusive.
2. Whenever the cost of any Work is to be determined pursuant to paragraph B.1 or B.2, Contractor will submit in a form acceptable to the Engineer an itemized cost breakdown together with supporting data.
3. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract. The estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer. Each Unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

Where the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is not a corresponding adjustment with respect to any other item of Work and if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an increase in the Contract Price which may be resolved by ADR if the parties are unable to agree as to the amount of any such increase.

45. Change Procedures

A. Minor Changes:

The Engineer will advise the Contractor, in writing, of minor changes in the Work not involving an adjustment to Contract Price or Contract Time by issuance of a Field Order.

B. Other Changes:

1. The County, through its Engineer may, at any time, without notice to the surety, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the Contract, including but not limited to changes:
 - a. In the Specifications (including drawings and designs);
 - b. In the time, method or manner of performance of the Work;
 - c. In the County furnished facilities, equipment, materials, services, or site; or
 - d. Directing acceleration in the performance of the Work.
2. Any other written order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the County, which causes any change, shall be treated as a change order under this clause, provided that the Contractor gives the County written notice not later than ten (10) days after the occurrence of the event giving rise to the claim but prior to incurring any expense stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.
3. Except as provided in this Article, no order, statement, or conduct of the County shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment, and this Article shall not allow, nor be construed to allow, a claim otherwise disallowed by the Contract Documents.
4. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided however, that no claim for any change under Paragraph 2 above shall be allowed for any costs unless the Contractor gives written notice as herein required.
5. If the Contractor intends to assert a claim for an equitable adjustment under this clause, it must, within thirty (30) days after receipt of a written Change Order under Paragraph 1 above or the furnishing of a written notice under Paragraph 2 above, submit to the County a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the County. The statement of claim hereunder may be included in the notice under Paragraph 2 above.
6. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

46. Omitted Work

The County may, at any time, by a written order, without notice to the Sureties, require the omission of such Contract Work as it may find necessary or desirable. An order for omission of Work shall be valid only by an executable change order. All Work so ordered must be omitted by the Contractor. The amount by which the Contract Price shall be reduced shall be determined as follows:

- a. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the Contract; or,
- b. By the appropriate lump sum price set forth in the Contract; or,
- c. By the reasonable and fair estimated cost of such omitted Work as determined by the Contractor and the Engineer, and approved by the County.

47. Changes Not to Affect Bonds

It is distinctly agreed and understood that any changes made in the Contract Documents for Work associated with this Project (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the County to the Contractor shall in no way annul, release or affect the liability and surety on the Bonds given by the Contractor.

If notice of any change is required to be given to a Surety by the provisions of any Bond, the giving of any such notice will be the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

48. Continuing the Work

Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with County. If the Contractor and County are unable to agree, all such disputes may be referred to ADR or litigation. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Contractor and County agree in writing otherwise and County shall continue to make payments in accordance with the Contract Documents.

49. Change of Contract Time/No Damages for Delay

The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time shall be based on written notice delivered by the Contractor to the Engineer promptly (but in no event later than 10 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless the Engineer allows, in writing, an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer in accordance with Article 42 if County and Contractor cannot otherwise agree. No claim for an adjustment in the Contract Time shall be valid if not submitted as previously specified above.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if a claim is made as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by County or others performing additional Work as contemplated by Article 41, or to fires, floods, labor disputes, epidemics, abnormal weather conditions (Article 50) or acts of God.

Pursuant to the Contract's float-sharing requirements, no time extensions will be granted until a delay occurs that impacts the project's critical path, consumes all available float, and extends the work beyond the Contract completion date.

NO DAMAGES FOR DELAY: The Contractor shall not be entitled to, and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency, or any other impacts to the Work or time of performance, and further hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead (whether determined by the Eichleay Formula or otherwise), increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Contractor hereby affirms that the extension of time granted herein is the Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work whether such delay is avoidable or unavoidable.

50. Extension of Time on Account of Weather/Inclement Weather

If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within five (5) days of occurrence and shall be documented by data substantiating that weather conditions where the contractor was unable to perform work, for the period of time required for completion of the Work and could not have been reasonably anticipated and that weather conditions had an adverse effect on the scheduled construction.

The Contractor's construction schedule shall be based upon the inclusion of at least fifteen (15) calendar days per calendar year, of inclement weather delays to be prorated over the length of the contract. Further, the contractor has the responsibility to take reasonable precautions to mitigate the impact of unfavorable weather conditions.

Failure by the contractor to comply with the proper notice or to supply substantial data within the time limit will result in the contractor waiving its claim for weather delay.

51. Materials, Samples and Inspections

Unless otherwise indicated on the Drawings or specified elsewhere, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to inspection by the Engineer. No material shall be processed for, fabricated for, or delivered to the Site without prior acceptance from the Engineer.

If not required by the Proposal, as soon as possible after the formal execution of the Contract, the Contractor shall submit to the Engineer, the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the Work. When shop and supplemental drawings are required as specified below, such information shall be submitted prior to the submission of the drawings so that the Engineer may consider the manufacturer, and/or the supplier, to be acceptable or unacceptable, as to his or their ability to furnish a product meeting the Specifications, subject to final acceptance of the particular material or equipment. As requested, the Contractor shall also submit data relating to the material and equipment he proposes to incorporate into the Work, in sufficient detail to enable the Engineer to identify the particular product in question and to form an opinion as to its conformity to the Contract requirements. Such data shall be submitted in a manner similar to that specified for shop drawings.

Facilities and labor for the handling and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the Work. The Engineer will make arrangements for, and the County shall pay for soil density tests wherever and whenever the Engineer desires. If the results of a density test indicate that compaction is less than that specified in the Specifications, the Contractor shall reimburse the County for the full cost of the test.

If the Engineer so requires, either prior to beginning or during the progress of the Work, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the requirements of the Contract Documents. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped as directed, at the expense of the Contractor. The Contractor shall, at his own expense, furnish acceptable molds for making concrete test cylinders. Except as otherwise specified, the County will make arrangements for, and pay for, the tests.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or Work and location of which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly

describe the samples in the letter. In no case shall the original letter of notification be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing, and acceptance before the materials and equipment are needed for incorporation in the Work. Delay resulting from his failure to do so shall not be used as the basis of a claim against the County or the Engineer.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials and concrete data.

After the samples, data, etc., are considered acceptable to the Engineer, the materials and equipment used on the Work shall correspond therewith.

If the Work is defective, or the Contractor fails to perform the Work in such a way that the completed Work will conform with the Contract Documents, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the Work, or the right of the Engineer to make this recommendation to the County, shall not give rise to any duty on the part of the County or the Engineer to exercise this right for the benefit of the Contractor or any other party.

If required by the Engineer, the Contractor shall promptly either correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with non-defective Work. The Contractor shall bear all direct, indirect, and consequential costs of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

If, instead of requiring correction or removal and replacement of defective Work, County, and, prior to Engineer's recommendation of final payment, also Engineer, prefers to accept the Work, County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to County's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of Final Payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and County shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, County may make claim as provided in Article 44. If the acceptance occurs after such recommendation, an appropriate amount will be paid by the Contractor to the County.

52. Inspection of Work Away From the Site

If Work to be done away from the construction site is to be inspected on behalf of the County during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

53. One Year Correction Period

If within one (1) year after the date of Final Acceptance or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work which is found to be defective, the Contractor shall promptly, without cost to the County, and in accordance with the County's written notification, either correct such defective

Work, or, if it has been rejected by the County, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement including but not limited to fees and charges of engineers, architects, attorneys and other professionals will be paid by the Contractor.

If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept the Work, the County may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the County's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the County shall be entitled to an appropriate decrease in the Contract Price. If the acceptance occurs after final payment, an appropriate amount will be paid by the Contractor to the County, as determined by the Engineer.

54. Progress Payment Procedures

The Contractor shall prepare a schedule of values by phases of work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Change Orders shall be added as separate line items. The schedule of values shall be submitted to the County and Architect/Engineer of Record for review and approval prior to "Commencement of Work."

Unless specifically included as a line item in the bid proposal form, "mobilization" will not be considered a line item.

For lump sum projects the General Conditions costs will be considered as a line item for the following items (break down required).

1. Contractor's field office personnel (full-time on-site).
2. Construction office and storage facilities.
3. Utilities required to sustain field office and sanitary facilities.
4. Electrical power and water for construction.
5. Bonds and insurance.

Progress Payments for General Conditions will be based on the percentage of work completed to date, except Bonds and Insurance which may be requested in full. Separate payments for shop drawings and deposits for materials will not be allowed. Prior to initial payment request, the following must be submitted and approved by the Architect/Engineer of Record and Palm Beach County Capital Improvements Division.

1. List of principal subcontractors and suppliers.
2. Schedule of values.
3. Shop drawing log.
4. Project schedule.

The Contractor will prepare and submit three (3) original copies of monthly invoices for work completed during the one month period. Pay Applications shall be submitted in the format and wording of the form contained in Appendix A. All information must be complete for the pay application to be accepted. County's account number(s) for the project will be given at the Pre-Construction meeting and will be placed at the top right hand corner of each application. These payment applications will be reviewed by all the parties in attendance at the monthly pay application meetings. Prior to formal submission of the Application, the Contractor shall submit a rough draft plus two extra copies for the County and

Architect/Engineer of Record to review. Submit four (4) final approved copies to the Architect/Engineer of Record, whose approval is required prior to submission to the County.

If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the County's instructions. Otherwise, the Contractor shall prepare and submit to County an invoice in accordance with the estimate as approved. County will pay Contractor, in accordance with Local Government Prompt Payment Act (Section 218.70 et. seq., Florida Statutes) (hereinafter, "the Act"). County shall provide Contractor with a written notice of disputed pay request within ten (10) business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the County shall proceed with prompt payment of that portion of the pay request. Retainage, in the amount of 5%, will be withheld on the calculated value of any Work, with the exception of stored materials which may be paid at the supplier's invoiced cost. Notwithstanding the foregoing, in no instance can the amount retained be less than the value of County's good faith claims plus the value of the Work the County determines remains to be put in place or required to be performed as remedial activities.

In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and County's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of the Act, demand in writing a meeting with and review by the Water Utilities Department Director. In the absence of the Water Utilities Department Director, the Water Utilities Department Deputy Director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by County of Contractor's written demand. The Water Utilities Department Director, or Deputy Director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purposes of the Act.

Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within ten (10) business days after the contractor's receipt of payment from the County pursuant to the Act. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within five (5) business days after receipt of said invoice which clearly states the reasons for the disputed invoice. In the event of Contractor's non-compliance with these payment provisions, Contractor shall be subject to any sanctions and penalties available under the terms of the Palm Beach County Equal Opportunity Ordinance, the Equal Business Opportunity Program Policies and Procedures, this Contract, or by law.

Each application for payment shall be accompanied by the following:

1. A notarized "Affidavit of Disbursement of Previous Periodic Payments to Subcontractors" from the General Contractor for the portion of work up to the date of that particular pay application.
2. OEBO Schedule 3 – Subcontractor Activity Form
3. OEBO Schedule 4 – Subcontractor/Subconsultant Payment Certification Form
4. A County approved construction schedule update.

55. Partial Utilization

The County shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to substantial completion of all of the Work. Whenever the County plans to exercise said right, the Contractor shall be notified in writing by the County, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service. If the Contractor agrees that such part of the Work is substantially complete and is capable of being partially utilized, The Contractor shall certify to the County and the Engineer that such part of the Work is substantially complete and request the Engineer to issue a Certificate of Substantial Completion for that part of the Work. If the Engineer does not consider that part of the Work to be substantially complete, the Engineer

shall notify the County and the Contractor in writing of the reasons why. If the Engineer considers that part of the Work to be substantially complete, the Engineer shall so recommend in writing to the County.

It shall be understood by the Contractor that until such written notification of the certification of substantial completion of that part of the Work is issued by the Engineer, all responsibility for care and maintenance of all items or portions of the Work to be partially utilized shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the County will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice.

The Contractor shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the County, and the Contractor's one (1) year correction period shall commence only after the date of Final Acceptance of the Work.

56. Substantial Completion

When the Contractor considers the entire Work ready for its intended use, the Contractor shall notify the County and the Engineer in writing that the Work is substantially complete and request that the Engineer prepare a Certificate of Substantial Completion. Within the time allowed by F.S. 218.70 and in accordance with the County, the Engineer and the Contractor shall make an inspection of the Work to determine the status of completion. If the Engineer does not consider the Work substantially complete, the Engineer shall notify the Contractor in writing stating the reasons. If the Engineer considers the Work to be substantially complete, the Engineer will prepare and deliver to the County for its execution and recordation the Certificate of Substantial Completion signed by the Engineer and Contractor, which shall fix the Date of Substantial Completion. At the discretion of the County, the County may withhold one and one-half times the value of outstanding uncompleted items and corrective work on the incomplete punch list. All such Work shall be completed or corrected to the satisfaction of the County within the time stated on the punch list; otherwise the Contractor does hereby waive any and all claims to all monies withheld by the County to cover the value of all such uncompleted or uncorrected items.

57. Final Application for Payment

After the Contractor has completed all correction Work referred to in Article 56 "Substantial Completion", and on the final punch lists, or any other punch lists which have been completed, and the Contractor has delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in these General Conditions) and other documents, all as required by the Contract Documents, and has given the Engineer written notice that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, the Contractor may make application for final payment following the procedure for progress payments in Article 54 "Applications for Progress Payments." The Final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, including but not limited to the following on forms provided by the County:

1. Contractor's Certification of Final Completion
2. Consent of Surety for Final Payment (Payment Bond)

The Contractor shall also submit complete and legally effective releases or waivers (satisfactory to the County) of all liens and "Notices to Owner" arising out of or filed in connection with the Work.

58. Record Documents

The Contractor shall keep one (1) record copy of all Specifications, Drawings, Addenda, modifications and shop drawings at the site in good order and clearly annotated to show all changes made during the

construction process. These shall be available to the Engineer for inspection and reference and shall be delivered to him upon completion of the Project, prior to Application for Final Payment.

59. Final Payment and Acceptance

Upon receipt of written notice from the Contractor that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment and accompanying documentation, the County's Engineer shall promptly examine the Work and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced Professional Engineer, shall satisfy himself that the Contractor's statement appears to be correct and the Contractor's other obligations under the Contract Documents have been fulfilled. He shall then inform the County in writing that he has examined the Work and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the Contractor's other obligations under the Contract Documents have been fulfilled, and that he therefore recommends acceptance of the Work for ownership and Final Payment to the Contractor. However, it is agreed by the County and the Contractor that such statement by the County's Engineer does not in any way relieve the Contractor from his responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the Engineer or the County liable for any faulty Work done or defective materials or equipment used by the Contractor.

The County's Engineer will then make a final estimate of the value of all Work done and deduct all previous payments which have been made. The County's Engineer will report such estimate to the County together with his recommendation as to the acceptance of the Work or his findings as to any deficiencies therein. After receipt and acceptance by the County of the properly executed Final Warranty of Title and within sixty (60) days after approval of the Engineer's estimate and recommendation to the County, the County will make final payment to the Contractor of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:

1. Liquidated Damages, as applicable.
2. At the discretion of the County, two times the value of outstanding items of correction Work or "punch list" items indicated on the Certificate of Substantial Completion, "final punch list", or any other "punch list" as being yet uncompleted or uncorrected, as applicable. All such Work shall be completed or corrected to the satisfaction of the County within the time stated on the Certificate of Substantial Completion, or on the "final punch list", or any other "punch list", otherwise the Contractor does hereby waive any and all claims to all monies withheld by the County to cover the value of all such uncompleted or uncorrected items.

All prior estimates are subject to correction in the final estimate.

60. Contractor's Continuing Obligation

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any Progress or Final Payment by the Engineer, nor the issuance of a Certificate of Substantial completion nor any payment by the County to the Contractor under the Contract Documents, for any use or occupancy of the Work or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any review of a Shop Drawing or sample submittals, will constitute an acceptance of Work not in conformance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

61. Final Payment Terminates Liability of County

Final Payment is defined as the last Progress Payment made to the Contractor for earned funds, less retainage as applicable, less deductions listed in Article 59 "Final Payment and Acceptance". The acceptance of the Final Payment referred to in Article 59, shall be a full release of the County and its agents from any and all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the County, or of any person relating to or affecting the Work, except demands against the County for the remainder, if any, of the amounts kept or retained under the provisions of Article 59.

62. County's Right to Terminate

(a) If at any time there shall be filed by or against the Contractor in any court, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Contractor's property, and within thirty (30) days there from the Contractor fails to secure a discharge thereof, or if the Contractor makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors, or if the Contractor admits in writing an inability to pay its debts generally as they become due, or if the Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under the General Requirements of the Technical Specifications as revised from time to time), or if Contractor disregards Laws or Regulations of any public body having jurisdiction, or if Contractor disregards the authority of the Engineer, or if Contractor otherwise violates in any substantial way any provisions of the Contract Documents, then the County by giving seven (7) days prior written notice of any such default to the Contractor and without prejudice to any other remedy it may have, may terminate the employment of the Contractor, exclude Contractor from the site, and take possession of the Work and all or some of the Contractor's materials, tools, equipment and appliances and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere and complete the Work by such means as the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed (1) the expense of completing the Work including compensation for additional managerial and administrative services, plus (2) the County's indirect and consequential losses and damages because of the Contractor's default, including but not limited to fees and charges of Engineers, Architects, Attorneys and other professionals and court costs, such excess shall be paid to the Contractor. If such expense, plus the County's losses and damages shall exceed such unpaid balance, the Contractor shall pay the difference to the County promptly on demand. Such costs incurred by the County shall be approved as to reasonableness by the Engineer and incorporated into a Change Order, but when exercising any rights or remedies under this paragraph, County shall not be required to obtain the lowest price for the Work performed.

(b) The County may terminate this Contract without cause by giving written notice to the Contractor, and in such event, the County will pay the Contractor for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination. The County also will reimburse the Contractor for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the Contractor, not including overhead, general expenses or profit. The County will not be responsible to reimburse the Contractor for any continuing contractual commitments to subcontractors or material suppliers or penalties or damages for canceling such contractual commitments inasmuch as the Contractor shall make all subcontracts and other commitments subject to this provision. County will not be liable for, and Contractor hereby waives, any claim for lost prospective profits, economic losses, or other consequential damages.

(c) In the event of termination by the County, the County may require the Contractor promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental

agreements, and any other commitments which the County, in its sole discretion, chooses to take by assignment, and in such event the Contractor shall promptly execute and deliver to the County written assignments of the same.

(d) In the event that any termination under subparagraph (a) above is determined to have been effectuated without proper or sufficient cause, then such termination shall be deemed to have been a termination for convenience under subparagraph (b) above.

63. County Remedies

If the Contractor defaults or neglects to carry out any of his obligations under this Contract, including but not limited to the provisions of the General Requirements of the Technical Specifications, or should liens be filed, bills of sale, conditional bills of sale, chattel mortgages, assignments of this Contract, or orders for the payment of money for materials or labor or either, or should the Contractor become insolvent or bankrupt, the County shall have the right, in addition to any other rights and remedies provided herein or by law, to perform and furnish through itself and/or through others any such labor or materials for the Work and to deduct the costs thereof from any money due or to become due to the Contractor for all or any portion of the Work; enter upon the premises and take possession, for the purpose of completing the Work, all equipment, scaffolds, tools, appliances, and any other items thereon, and to employ any person or persons to complete the Work and provide all labor services, materials, equipment, and other items required. In case of such termination of the employment of the Contractor, Contractor shall not be entitled to receive any further payment under this Contract; however, if the unpaid balance of the amount to be paid under this Contract shall exceed the cost and expense incurred by the County in completing the Work, such excess shall be paid by the County to the Contractor; but, if such cost and expense shall exceed the unpaid balance, the Contractor shall promptly pay the difference to the County on demand. Said cost and expense shall include not only the cost of completing the Work to the satisfaction of the County and of performing and furnishing all labor, services, materials, equipment, and other items required; but all losses, damages, costs and expenses including attorney's fees sustained, incurred, or suffered by reason of or resulting from the Contractor's default, or by reason of litigation over this Contract.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or Contractor.

64. Contractor's Right to Terminate or Stop Work

This Contract may be terminated by the CONTRACTOR upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the CONTRACTOR or without cause upon ten (10) business days' written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

65. Title to Materials Found on the Work

The County reserves the right to retain title to all suitable soils, stone, sand, gravel, and other materials (as determined suitable by the Engineer) developed and obtained from excavations and other operations connected with the Work. Unless otherwise specified in the Contract Documents, neither the Contractor nor any subcontractor shall have any right, title, or interest in or to any such materials.

The Contractor will be permitted to use any such suitable materials in the Work, without charge, provided that such materials meet the requirements of the Contract Documents.

66. Right to Audit

The County shall have the right to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which a claim for payment has been submitted. The right to audit shall include the right to inspect the Contractor's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the County deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the County for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the County.

The County shall have the Right to Audit for five (5) years after Final Payment or resolution of all claims, whichever occurs last, except that additional time may be required for a state- or federal- funded project.

67 Asbestos

If the Contractor during the course of the work observes, uncovers, or otherwise becomes aware of the existence of any suspect asbestos material at the site that was not previously identified by the County, the Contractor shall immediately stop work in the affected area and notify the County and confirm any oral notice in writing. In addition, the Contractor shall take reasonable precautions to prevent or contain the movement, spread or disturbance of such materials and to protect persons and property. The County shall promptly consult with the Engineer concerning such condition and determine the necessity of County's retaining special consultants or qualified experts to deal therewith. The Contractor shall not perform any work in connection near or in connection with the suspect material until receipt of special written instructions from the County

A. PROCEDURES FOR DEMOLITION OF STRUCTURES:

1. Notification:

Federal and state asbestos regulations require, prior to demolition of any structure:

- (a) An inspection for asbestos-containing materials (ACM);
- (b) Removal of specific ACM; and,
- (c) An asbestos notification of demolition received at least ten (10) business days prior to demolition.

To meet requirements (a) and (b) above, the County has surveyed the structure(s) in this Contract for the presence of ACM and every effort has been made to remove National Emission

Standard for Hazardous Air Pollutant (NESHAP) Regulated Asbestos-Containing Material (RACM) and Category II Non-Friable ACM (e.g. asbestos-cement board and shingles) before releasing this project to the Contractor. Intact resilient floor coverings with mastic and bituminous roofing materials are classified as NESHAP Category I Non-Friable ACM and may still remain on the structure released for demolition. Verification of this work is attached to this Contract. If not attached, it is the Contractor's responsibility to contact the Project Manager of the County Department overseeing this Contract, or the County's Risk Management/Loss Control section to obtain:

1. A copy of the pre-demolition asbestos inspection report; and,
2. A copy of Risk Management/Loss Control's memo of approval to proceed to the next phase of the project addressed to the County department overseeing this project, and

To meet requirement (c) above, the Contractor is responsible for submitting a complete and accurate asbestos notification of demolition form titled "Notice of Demolition or Asbestos Renovation " [i.e., NESHAP notification, 40 CFR Part 61.145(b)], for each separate address to be demolished to the below listed agency at least ten (10) business days prior to demolition. The form and business portal are available from the Florida Department of Environmental Protection (FDEP) at:

<https://floridadep.gov/air/permitting-compliance/content/asbestos>

SEND ORIGINAL TO:

Florida Department of Environmental Protection
Division of Air Resource Management
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Fax (561) 681-6755

The Contractor must notify FDEP and the project manager of the County Department overseeing the project immediately if the demolition start date changes. No demolition may begin before the start date on the NESHAP notification and no demolition may occur without a notice to proceed from the County department. It is the responsibility of the Contractor to call and submit revised NESHAP notifications to the above listed agency, adhering to required NESHAP time frames.

The Contractor will provide a copy of the submitted NESHAP form(s) to the County Department overseeing this project, when requested.

The Contractor is responsible for physically checking the structure(s) before submitting the NESHAP notification to ensure that all RACM and Category II ACM, as identified in the pre-demolition asbestos inspection report, have been removed. If RACM or Category II ACM is discovered or Category I flooring and/or roofing is in poor (friable/not intact) condition, immediately contact the County's Project Manager or Loss Control.

2. Work Practices:

The Contractor will utilize wet methods to control airborne emissions during the demolition process and during loading onto transport vehicles, regardless whether NESHAP Category I material is present or not. The Contractor is responsible for supplying water meters, hoses, and adequate volume of water to the demolition site.

Intact resilient flooring, floor mastic, and bituminous roofing materials (NESHAP Category I Non-Friable ACM) are not required to be removed prior to wet demolition. Demolition work practices will be conducted in a manner to prevent Category I materials from becoming friable (regulated).

It is the demolition contractor's responsibility to ensure Category I materials and their substrates are segregated from non-asbestos debris, kept wet, and disposed properly in a licensed facility.

Recycling and/or salvage of presumed or confirmed asbestos-containing Category I materials and their substrates is strictly prohibited.

Materials containing less than one percent (<1%) asbestos are not mandated to be removed prior to wet demolition under NESHAP, however, the Contractor's compliance with OSHA regulations is required.

Materials containing less than one percent (<1%) asbestos and debris mixed in with it cannot be recycled. It is the Contractor's responsibility to properly segregate these materials from non-asbestos debris should recycling be considered. The County will require verification of proper disposal of materials containing <1% asbestos to ensure they are not recycled.

3. Applicable Regulations

Compliance with the following regulations is the demolition contractor's responsibility:

1. Environmental Protection Agency (EPA) 40 CFR part 61 Subpart M – National Emission Standards for Hazardous Air Pollutants (NESHAP)
2. Occupational Safety and Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
3. Chapter 469 Florida Statutes

In accordance with OSHA (29 CFR 1926.1101) the Contractor must have a Competent Person onsite who:

- (a) Is capable of identifying existing asbestos hazards in the work place;
- (b) Is capable of selecting the appropriate control strategy for asbestos exposure; and
- (c) Has the authority to take prompt corrective action to eliminate hazard.

This person must be trained in accordance with OSHA, EPA, and Florida Statutes as an onsite supervisor (commonly referred to as Asbestos Supervisor/Contractor). Copies of training certificates of the onsite supervisor shall be made available to the County upon request.

B. REMOVAL OF CONFIRMED OR PRESUMED ASBESTOS-CONTAINING BITUMINOUS ROOFING MATERIALS:

The County will provide all known information as to the roofing material used on the existing roof specified in the Contract Documents. This information will include the results of any recent bulk sampling analysis of the existing roof system determining the presence or absence of asbestos by percentage and the location where each sample was taken. In the absence of bulk sampling for asbestos, the roofing materials will be presumed asbestos containing until proven otherwise. It is the Contractor's responsibility to determine if the information furnished is adequate to provide a bid.

It is the responsibility of the Contractor awarded the Contract to determine if the roofing materials do not contain asbestos. If the Contractor wishes not to sample and analyze for asbestos, the materials will be presumed to contain asbestos and must be handled accordingly. If the Contractor elects to sample the roof system, it must first notify the County of the sampling, including date, location, and number of samples to be collected. The bulk sample collection must be conducted by a Florida Licensed Asbestos Consultant and the analyses must be performed by an NVLAP-accredited laboratory (NVLAP:

National Voluntary Laboratory Accreditation Program). Results, if proven less than one percent (1.0%) asbestos, shall be provided to the County prior to the start of any Work.

The Contractor awarded the Contract will be required to meet all Federal, State, and local regulations pertaining to the handling, removal, and disposal of confirmed or presumed asbestos-containing roofing materials. This includes, but is not limited to:

1. Meeting the requirements listed in Chapter 469 Florida Statutes regarding training of onsite roofing supervisors involved in the removal of asbestos containing bituminous resinous roofing materials; and,
2. Utilizing removal methods that will maintain the roofing material's Category I non-friable status and will not create dust (i.e., employ methods other than sanding, grinding, drilling, abrading, rotary blade, or saw cutting). Suggested methods are slicing, shearing, or punch cutting while using wet methods where feasible.
3. Submitting a NESHAP notification of renovation if greater than 5580 square feet of asbestos-containing roofing will be removed.

To meet requirement #3 above, the Contractor is responsible for submitting a complete and accurate asbestos notification titled "Notice of Demolition or Asbestos Renovation " [i.e., NESHAP notification, 40 CFR Part 61.145(b)], to the below listed agency at least ten (10) business days prior to the start of work. The form and business portal are available from the Florida Department of Environmental Protection (FDEP) at:

<https://floridadep.gov/air/permitting-compliance/content/asbestos>

SEND ORIGINAL TO:
Florida Department of Environmental Protection
Division of Air Resource Management
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Fax (561) 681-6755

The Contractor will submit upon award of the Contract the following documentation to the County department coordinating this project:

1. Copies of training certificates of the onsite roofing supervisor in compliance with the current requirements of Chapter 469 Florida Statutes;
2. Approval of a landfill to accept confirmed or presumed asbestos containing roofing material and any conditions associated with its acceptance; and,
3. A plan of action, as specified by OSHA 29 CFR 1926.1101, which addresses:
 - a. Method(s) of removal;
 - b. Worker protection;
 - c. Protection of building occupants and ventilation system;
 - d. Method and location of disposal.

C. HANDLING AND DISPOSAL OF ASBESTOS CEMENT PIPE

1. General

Federal EPA regulations (40 CFR Part 61, Sub-part M "NESHAP") classify asbestos-cement pipe (AC

pipe) as Category II non-friable asbestos-containing material. Federal OSHA regulations regarding materials containing asbestos (29 CFR 1926.1101) state handling such materials must be performed in accordance with its regulations, including work practices and training. Florida Statutes (Chapter 469) require adherence to EPA and OSHA regulations. Contractors working on or tying into AC pipe owned by the County or its entities shall comply with these regulations.

The County will make every effort to identify and quantify the location of known AC pipe prior to onset of the work.

If during the course of the work Contractor observes, uncovers, or otherwise becomes aware of the existence of any AC pipe, AC pipe pieces, or suspect asbestos material at the site that was not previously identified by the County, the Contractor shall immediately notify the County and confirm any verbal notice in writing. In addition, the Contractor shall take reasonable precautions to prevent or contain the movement, spread or disturbance of such materials and to protect persons and property. The County shall promptly consult with the Project Engineer concerning such conditions and determine the necessity of the County retaining special consultants or qualified experts. The Contractor shall not perform any work near or in connection with the suspect material until receipt of special written instructions from the County.

2. Pre-Work Submittals

Prior to any work on AC pipe that could disturb the pipe or expose the worker to possible asbestos fiber release while working on AC pipe, the Contractor shall submit the following documentation to the County department overseeing this Contract and/or the applicable Florida agency:

1. Copy of the current training certificate of the onsite OSHA Competent Person (also known as the Onsite Supervisor or Asbestos Supervisor).
2. Copy of the current training certificate or training documentation for each employee working on the AC pipe. This training shall meet the criteria stated for OSHA Class II special operation.
3. Copy of the Contractor's most recent Negative Exposure Assessment or Periodic Monitoring for asbestos.
4. Copy of the plan of action, as specified by OSHA 29 CFR 1926.1101, which addresses:
 - a. Method of removal and/or repair
 - b. Worker protection
 - c. Method and location of AC Pipe disposal
5. Copy of the NESHAP notification, when applicable.

Prior to any work on AC pipe that may render it to become friable or regulated in quantities of 260 linear feet or greater, the Contractor will submit a NESHAP "Notice of Demolition or Asbestos Renovation" form to (a) the County department overseeing this Contract and (b) the below listed agency at least ten (10) business days prior to the start of work. The form and business portal are available from the Florida Department of Environmental Protection (FDEP) at:

<https://floridadep.gov/air/permitting-compliance/content/asbestos>

SEND ORIGINAL TO:
Florida Department of Environmental Protection
Division of Air Resource Management
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Fax: (561) 681-6755

The Contractor will provide a copy of the submitted NESHAP form(s) to the County Department overseeing this project, when requested.

3. Work Practices

Compliance with the following regulations is the Contractor's responsibility:

1. Environmental Protection Agency (EPA) 40 CFR part 61 Subpart M – National Emission Standards for Hazardous Air Pollutants (NESHAP)
2. Occupational Safety and Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
3. Chapter 469 Florida Statutes

4. Post Work Submittals

The Contractor will submit the following documentation to the County department coordinating this project prior to payment:

1. A Waste Shipment Record (WSR) for each shipment of AC pipe disposed, signed by the disposal facility, within 35 days of shipment. Refer to 40 CFR part 61 Subpart M (NESHAP) for an example of a WSR.

68. Explosives and Hazardous Materials

Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Contractor will notify the County immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the County. The Contractor shall maintain and Post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of his work.

In the event that hazardous material is improperly handled or stored by the Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Contractor shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities.

69. Notice and Service

All notices, demands, requests, instructions, approvals and claims shall be made in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor specified in the Proposal (or to such other office as the Contractor may from time to time

designate to the County in writing), or if deposited in the United States Mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All notices or other papers required to be delivered by the Contractor to the County, or to any of its representatives shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the County's Engineer, and any other notice or demand upon the County shall be sufficiently given if delivered to such office, or if deposited in the United States Mail in a sealed, postage prepaid envelope, or if delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or to such other representative of the County or to such other address as the County may subsequently specify in writing to the Contractor for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same should have been received in due course of posts, or in the case of telegrams, at the time of actual receipt thereof.

70. Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

The Engineer may furnish a Resident Project Representative (RPR), assistants and other field staff to assist the Engineer in observing performance of the Work of the Contractor. The RPR may only be part time on site, and the Contractor shall coordinate with the RPR as required in the Contract Documents.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, the Engineer shall provide further protection for the County against defects and deficiencies in the Work; but, the furnishing of such services will not make the Engineer responsible for or give the Engineer control over construction means, methods, techniques, sequences or procedures or for the safety precautions or programs, or responsibility for the Contractor's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of the Engineer in the Engineer's Contract with the County and in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL:

The RPR is the Engineer's agent at the site, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site Work shall in general be with the Engineer and the Contractor, keeping the County advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the County with the knowledge of and under the direction of the Engineer.

B. DUTIES AND RESPONSIBILITIES OF THE RPR:

1. Review the construction progress schedule, schedule of shop drawing submittals, and schedule of values prepared by the contractor and consult with the Engineer concerning their acceptability.
2. Attend various meetings with the Contractor, including pre-construction conferences, construction progress meetings, job site conferences and other project-related meetings, and prepare and circulate written copies of minutes thereof.

3. Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent or construction manager, and assist in understanding the intent of the Contract Documents; and assist the Engineer in serving as the County's liaison with the Contractor when the Contractor's operations affect the County's on-site operations.
4. Assist in obtaining from the County additional details or information, when required for proper execution of the Work.
5. Record the dates of receipt of shop drawings and samples.
6. Receive samples furnished at the site by the Contractor, and notify the Engineer of availability of samples for examination.
7. Advise the Engineer and the Contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by the Engineer.
8. Conduct on-site observations of the Work in progress to assist the Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
9. Report to the Engineer whenever the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Engineer of Work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
10. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof; and observe, record and report to the Engineer appropriate details relative to the test procedures and start-ups.
11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Engineer.
12. Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and/or interpretations as issued by the Engineer.
13. Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report with the RPR's recommendations to the Engineer. Transmit to the Contractor decisions as issued by the Engineer.
14. Maintain at the job site and the Engineer's office files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, Written Amendments, additional drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
15. Record names, addresses and telephone numbers of all subcontractors and major suppliers of materials, equipment and manufactured articles.

16. Furnish the Engineer periodic reports as required of progress of the Work and of the Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
17. Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
18. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from the Contractor and recommend to the Engineer Change Orders, Work Directive Changes, and Field Orders.
19. Report immediately to the Engineer and the County upon the occurrence of any accident witnessed by the RPR or that was otherwise made known to the RPR.
20. Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
21. During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Engineer for review and forwarding to the County prior to final payment for the Work.
22. Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
23. Conduct final inspections in the company of the Engineer, the County and the Contractor and prepare a final list of items to be completed or corrected.
24. Observe that all items on the final list have been completed or corrected and make recommendations to the Engineer concerning acceptance.

C. LIMITATIONS OF AUTHORITY:

1. The Resident Project Representative shall not:
 - a. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized in writing by the Engineer.
 - b. Exceed limitations of the Engineer's authority as set forth in the Contract Documents.
 - c. Undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's superintendent or construction manager.
 - d. Advise on issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - e. Advise on issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - f. Accept shop drawings or sample submittals from anyone other than the Contractor.
 - g. Authorize the County to occupy the Project in whole or in part.

- h. Participate in specialized field or laboratory tests or inspections conducted by others as specifically authorized by the Engineer.

71. Waiver of Jury Trial

THE PARTIES HEREBY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT AND AGREE THAT THEY SHALL NOT ELECT A TRIAL BY JURY. THE PARTIES HERETO HAVE SEPARATELY, KNOWINGLY AND VOLUNTARILY GIVEN THIS WAIVER OF RIGHT TO TRIAL BY JURY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

72. Contractor Furnished Drawings, Data and Samples

Review and permission to proceed by County as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Contractor and does not relieve Contractor from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required to be submitted to the County for review, shall be submitted attached to forms provided by County.

All correspondence from the Contractor to the County shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with contract requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with contract requirements, and it has been coordinated with all other submittals and Contract Documents."

"I certify that I have checked this submittal for accuracy, completeness and compliance with contract requirements, and it has been coordinated with all other submittals and Contract Documents."

Signed

Date

Print signer name

_____ (Company Name)

A. Drawings

Where drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; or (c) planning and performance of the work under Contract; such drawings shall be submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. Allow at least 21 calendar days for review by County. County's review will be accomplished based on the Contractor's submittal schedule portion of the CPM schedule, as approved. Such drawings shall include, but not be

limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the work.

For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the County by and at the expense of the Contractor. The County will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducibles and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the County's review comments will be returned to the Contractor. A reproducible copy of drawings equal to or less than 11" x 17" is not necessary, but five copies of the unfolded drawings must be transmitted to the County.

If drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the County approves any such variation(s), it shall issue an appropriate contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

All drawings submitted by the Contractor shall be certified and dated by the Contractor on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the specifications. County will conduct a review of Contractor's drawings and a drawing marked with one of the following review comments will be returned to the Contractor.

1. No exceptions taken.
2. Comments attached. Resubmit.
3. Rejected.

The Contractor must incorporate the changes indicated, resubmit and obtain a Code 1 or 2 notation before release for shipment can be granted.

B. Samples

Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged. Samples of all items of related systems (i.e. adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

Where samples are required, they shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any work in accordance with the schedule. Allow at least 21 calendar days for County's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any work without such review. Each sample shall bear a label showing the Contractor's name, date submitted, project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

Samples which have been reviewed may, at County's option, be returned to the Contractor for incorporation into the work.

C. Catalogues, Data and Certificates

Where catalogues, data or certificates are required, five (5) copies of each shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any work in accordance with the CPM schedule. Allow at least 21 calendar days for County's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any work without such review.

Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Contractor's name, project name, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Contractor shall be certified and dated by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specification, on forms provided by the County. County will conduct a review of Contractor's catalogues, data, and certificates and one copy marked with the review comments listed in paragraph A, above, will be returned to the Contractor.

73. Contractor Work-Site Emergency Action Plan

Contractor shall be fully and solely responsible for the safety of all on-site contract personnel, including subcontractors. The contractor shall supply the Water Utilities Communication Department with names, telephone numbers and/or pager numbers of designated contract/subcontract personnel responsible for implementing contractor emergency action plans.

74. Cost Savings

After award of the Contract, the County will consider changes to the Contract proposed by the Contractor impacting the intent of the Contract Documents. If the Contractor awarded the project proposes changes to the Contract Documents which reduce project costs, and they are accepted by the County and the Engineer, then the Contractor will be entitled to fifty percent (50%) of the savings resulting from the changes (after engineering fees have been paid).

75. Safety and Health Regulations

A. The Contractor shall be fully and solely responsible for conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. The Contractor shall continually and diligently inspect all work, materials, and equipment to discover any conditions that might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

The Contractor shall comply with the Department of Labor Safety and Health Regulations promulgated under the Occupational Safety and Health Act of 1970 to include General Industry Standards (29 CFE 1910) and (29 CFR 1926/1910) for construction, and under Section 107 of the Contract Work Hours and Safety Standards Act.

B. The Contractor shall comply with the Manual on Uniform Traffic Control Devices when working on or off the site.

C. The Contractor shall allow representatives of the Department of Labor and authorized representatives of the Palm Beach County Water Utilities Department and the Palm Beach County Risk Management Department full access to the project for inspection.

76. Best Management Practices for the Construction Industry

A. The Contractor shall be responsible for assuring that each contractor or subcontractor evaluates the site before construction is initiated to determine if any site conditions may pose particular problems for the use, handling, production or storage of any regulated substances. For instance, handling regulated substances in the proximity of water bodies or wetlands may be improper.

B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons or 440 pounds or more containing regulated substances shall have constructed below it an impervious containment system constructed of material of sufficient thickness, density and composition that will prevent the discharge to the land, groundwater or surface water of any pollutant which may emanate from said storage container. Each containment system shall be able to contain 150% of the contents of all storage containers above or within the containment system.

C. Each Contractor shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a regulated substance and shall be thoroughly familiar with procedures required to contain and clean up any releases of the regulated substance. Any tools or equipment necessary to accomplish same shall be available in case of release.

D. Upon completion of construction, all unused and waste regulated substances and containment systems shall be removed from the construction site by the Contractor and shall be disposed of in a proper manner as prescribed by law.

77. Performance During Emergency

By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

78. Incentives

A. Apprentice Incentive

1. Palm Beach County offers an Apprentice Incentive payment to a contractor who actually expends a minimum of \$25,000 (including subcontractors) in payroll costs on apprentice wages. For purposes of this section, "apprentice" means any person who is participating in a Florida Department of Education registered apprenticeship program. The Living Wage provisions of this contract shall not be diminished by paying an apprentice less than the Living Wage.

2. Upon completion of the contract, Contractor may apply for the payment which will be added to the contract by change order. If the County determines that the Contractor complied with the requirements of this section, it will reimburse the contractor 20% of its apprentice wages (including

payroll taxes, costs, and benefits) up to a maximum reimbursement of \$100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

3. For projects with construction costs of \$20,000,000 or greater, the threshold amount of expenditures for apprentices which must be paid to qualify for the incentive shall increase to \$50,000 and the maximum reimbursement payment to \$200,000.

4. To be eligible for the Apprenticeship Incentive payment, the apprentice employer (through the Contractor) must provide the following documentation: apprentice name(s), contact information, the apprentice Registered Apprenticeship Partners Information Data System (RAPIDS) Registration number, certification from the apprentice program that the employee was in good standing during the time on the project, registered trade, and certified payroll for the apprentice hours worked on the project.

5. The Contractor is required to forward all documentation, assembled and submitted by the apprentice employer in accordance with the above paragraph, to the County for review and disposition. Any incentive that the County approves shall be provided to the apprentice employer in full.

B. Glades Resident Incentive

1. Palm Beach County offers an incentive Payment to any contractor (and subcontractors) who hires a new employee that is a resident of the Glades area for work on County contracts ("Glades Employee"). For purposes of this section, "resident of the Glades area" means any person whose legal residence is located in the Glades area as defined in the Palm Beach County Local Preference Ordinance.

2. To be eligible for the Incentive Payment, the employee must be a full-time employee of the Contractor for a minimum of 3 weeks on this project and cannot have worked for the Contractor claiming the Glades Employee as a new hire for 90 days prior to this project. Within 5 days of the Contractor hiring and the Glades Employee reporting to work at the project site, Contractor must provide the following documentation ("Hiring Certification"): Glades Employee name, contact information including legal residence, copy of driver's license or other proof of residence, hire date, start date at project site, and trade. Both the Glades Employee and employer must sign the Hiring Certification with signatures notarized.

3. The County has the right, but not the obligation, to conduct unannounced field interviews with the Glades Employee to ensure compliance with the requirements of this Section.

4. Upon completion of the contract, Contractor may apply for the Incentive Payment which will be added to the contract by change order. The documentation ("Incentive Certification") required includes resubmitting of the Hiring Certification along with the employment end date or last day on the job site (whichever is earlier), a certified payroll for the hours worked on the project, and employee wages and benefits paid. The Incentive Certification must be signed by both the Glades Employee and employer with both signatures notarized. No markup will be allowed either by the General Contractor or a subcontractor.

5. If the County determines that the Contractor complied with the requirements of this section, it will reimburse the contractor 30% of the new employee(s) wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of \$100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

6. Contractor can only claim the Incentive Payment once for each Glades Employee within a rolling twelve (12) month period, but the incentive can be claimed across multiple County contracts.

7. It is a Contract requirement of the Contractor that any reimbursement requested by a subcontractor under this Section be processed by the Contractor to the County for review.

79. Budget Availability

The County's performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

80. Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Contractor is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the Contract the Contractor shall transfer, at no cost to the County, all public records in possession of the Contractor unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

END OF SECTION

SUPPLEMENTAL GENERAL CONDITIONS

1. GENERAL

These Supplemental General Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplemental General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Similar terms described in the General Conditions and Instruction to Bidders shall supersede these requirements if they are more restrictive.

2. MULTIPLE AWARD OF CONTRACT

Palm Beach County reserves the right to award this contract to more than one responsive bidder. In the event that this right is exercised, up to two lowest responsive and responsible bidders shall be awarded the contract. The County reserves the right to issue Work Authorizations to either awardee as per the County's discretion. Work Authorizations will be issued on an as-needed basis. The County has no obligation to issue work under this contract to any awardee. The awardee(s) may be found in default of this contract if it declines more than 10% of the offered work, or if it establishes a pattern of accepting only the more desirable work and declining the less desirable work.

3. RENEWAL OPTION WITH NO ESCALATOR

The low responsive bidder(s) shall be awarded a contract for twenty-four (24) months with the option to renew once for a duration of twelve (12) months. Prices shall remain firm for the initial twenty-four (24) month period and the subsequent renewal period. The option for renewal shall only be exercised upon mutual written agreement with all original terms and conditions adhered to with no deviations.

Any renewal shall be subject to the approval and appropriation of funds by the Board of County Commissioners.

4. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall after bid opening, upon the County's request, promptly furnish sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under application laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within five working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. Information submitted with a previous bid shall not satisfy this provision.

List a minimum of **five (5)** references in which similar goods and/or services described in this contract have been provided within the State of Florida. Include scope of work, contact names, addresses,

telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement. The Company shall have as a prerequisite a minimum of **five (5) years'** experience in the State of Florida, demonstrating the ability to provide similar goods and/or services stated herein.

5. WORK SITE SAFETY/SECURITY

The awarded bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the awarded bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, awarded bidder shall provide for the prompt removal of all debris from Palm Beach County property as necessary. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the awarded bidder or its agents.

END OF SECTION

SPECIAL CONDITIONS

PROVISIONS GOVERNING STATE OF FLORIDA SALE AND USE TAX EXEMPTION FOR COUNTY-FURNISHED MATERIALS

1. Sales and Use Taxes. The County is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the **2023 Lift Station Rehabilitation Continuing Construction Contract**, PBCWUD Project No. **23-031** (hereinafter the "Project"). The County shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as requested by the Contractor and agreed upon by the County in the form of a Work Supplement. All direct purchases of materials and equipment shall be made by the County with funds specifically allocated for the construction of the Project. The Contractor shall notify the County no later than **10 calendar days** after request by County of the requested materials and equipment to be purchased by the County for the Project. The standard Palm Beach County Terms and Conditions applicable to this program are included as Attachment A to this section. Each equipment supplier of equipment to be provided under the Sales Tax Recovery Program shall be obligated to meet the requirements of the Palm Beach County Terms and Conditions and the Technical Specifications.
 - 1.1 The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that is required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the County's Construction Services Project Manager; (b) prepare a requisition for such materials and equipment on the County's form of requisition; and (c) deliver any such requisition to the County's Construction Services Project Manager no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisition shall identify the Order Date. Upon receipt of any such requisition the County's Construction Services Project Manager shall forward same to the County. The County shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The County shall include with any such Purchase Order, a copy of the County's sales and use tax exemption certificate. The County shall make direct payment to the vendor from the County's account.
 - 1.2 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, the County shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the County in writing and the County shall reject such material and equipment.
 - 1.3 The County shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption, subject to the Provisions of Special Condition 1.5.

- 1.4 To the extent that materials and equipment are purchased pursuant to the County's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.06 times the cost of the materials and equipment purchased directly by the County.
- 1.5 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the County in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
- 1.6 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the County in accordance with this Special Condition (the "County Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as County-Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of County Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the County may require. The Contractor shall deliver to the County's Construction Services Project Manager all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for County Furnished Materials, the County's Construction Services Project Manager shall deliver such invoice to the County for payment directly to the vendor.
- 1.7 The Contractor shall inspect all County Furnished Materials to determine that such County Furnished Materials conform to the Contract Documents, including the Drawings and the Specifications, and to determine prior to incorporation into the Work whether any such County Furnished Materials are patently defective, and whether such County Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming County Furnished Materials upon such visual inspection, Contractor shall: (1) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the Work; and (d) promptly notify the County's Construction Services Project Manager, in writing, of the defective or non-conforming condition so that repair or replacement of those County Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming County Furnished Materials, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.

- 1.8 The Contractor shall maintain records of all County Furnished Materials incorporated into the Work from the stock of County Furnished Materials. The Contractor shall account monthly to the County's Construction Services Project Manager and County for any County Furnished Materials delivered to the Site, indicating which County Furnished Materials have been incorporated into the Work.
- 1.9 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all County Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the County to the Contractor for resolution with the appropriate vendor, or Subcontractor.
- 1.10 After the County takes possession of the County Furnished Materials at the Site, possession of the County's Furnished Material shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of County Furnished Materials from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and such Contractor. The County shall be considered the bailor and such Contractor the bailee of the County Furnished Materials. County Furnished Materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.
- 1.11 The Contractor shall purchase and maintain builder's risk insurance for projects over \$5 Million, naming the County as an additional insured, sufficient to protect against loss of or damage to County-Furnished Materials. Such insurance shall be in the amount stated elsewhere in the Contract and shall cover the full value of any County-Furnished Materials between the time the County first takes title to and possession of any of such County-Furnished Materials until final completion of the Work."
- 1.12 The County shall not be liable for any interruption or delay damages in the Project by virtue of ordering the County Furnished Materials, for any defects or other problems with the Project by virtue of ordering the County Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the County Furnished Materials.
- 1.13 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of County Furnished Materials delivered to the Site during the prior month and either concur or object to the County's Issuance of payment to the vendors, based upon such contractor's records of materials delivered to the Site and whether any of the County Furnished Materials for which payment has not been made were either non-conforming or defective.
- 1.14 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the County's Construction Services Project Manager a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials. Accompanying the list shall be a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check payable to the vendor based upon the receipt of data provided. This check will be released, delivered and remitted directly to the vendor. The Contractor shall assist the County to immediately obtain partial or final release of waivers as appropriate. The County shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the County by the County's Construction Services Project Manager. There shall be no retention on County Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor(s).

- 1.15 The Contractor may, in its reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the County. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the County and the Contractor as additional obliges. To the extent that materials and equipment are purchased pursuant to the County's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.06 times the cost of the materials and equipment purchased directly by the County. Should the value of the material purchased directly by the County be less than the deducted amount, then the County shall refund the Contractor 1.06 times the difference. Reconciliation of the Purchase Order with the Work Supplement amount shall be performed at the end of each project phase.
- 1.16 The Contractor is advised that the following list of equipment may be included under the sales and use tax exemption program for County-furnished equipment. This list is provided to the Contractor for informational purposes only. The County reserves the right to revise the quantity of County-furnished equipment by deleting equipment listed or including equipment not listed herein: pumps, electrical switch gear, variable frequency drive, valves, pipes, fittings and appurtenances

PALM BEACH COUNTY
TERMS AND CONDITIONS
Attachment A

The following Terms and Conditions are applicable to this order entered into by and between Palm Beach County (referred to as Buyer) and Vendor (referred to as Seller).

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

ANTI-DISCRIMINATION

Sellers doing business with the County are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation with regard to but not limited to the following employment practices, rates of pay or other compensation methods, and training selection.

ASSIGNMENTS

Any assignment of this order, performance of work hereunder, in whole or in part, or monies due or to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the seller responsible for any excess costs occasioned thereby.

DELIVERIES

Deliveries are to be made during hours 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

F.O.B.

In those cases where prices stated are not F.O.B. Destination, Seller is required to prepay charges and list on invoices.

INDEMNIFICATION

To the extent authorized by law, Seller shall indemnify, save and hold harmless Palm Beach County, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors of assignees pursuant to the terms of this order.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the County. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INVOICING

Seller must render original invoice with copies of corresponding delivery tickets to the **Palm Beach County Water Utilities, Engineering Division Construction Management, 8100 Forest Hill Boulevard (Administration Building), West Palm Beach, FL 33413**. Items on the invoice must match the purchase order. A copy of the invoice shall be sent to the Contractor with a request to forward verification of receipt of materials which are invoiced to the Palm Beach County Water Utilities, Engineering Division Construction Management Fax 561-493-6085.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Palm Beach County, its employees and agents from liability for infringement of any United States patent, trademark or copyright trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

MODIFICATIONS

No modifications of this order shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.

OCCUPATIONAL SAFETY AND HEALTH

Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

ORDER NUMBER

Order Number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

PERFORMANCE DURING EMERGENCY

By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

PUBLICITY

No endorsement by the County of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at Seller's expense.

REPRESENTATIVES

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized Palm Beach County order.

TAX

Palm Beach County is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the County shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Seller be authorized to use the County Tax Exemption Number in securing such materials.

TERMINATION

Buyer reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the County. Seller will be liable for excess cost of re-procurement.

TERMS

By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, *et seq.*

UNACCEPTABLE TERMS

No provision of Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or

materials. Vendor's agreement shall not include any provision requiring Palm Beach County to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.

UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and County for any terms and conditions not specifically stated in this order.

VENUE

Any and all legal actions arising from or necessary to enforce this contract will be held in Palm Beach County, and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.

WARRANTY

Vendor acknowledges that the materials being ordered are for incorporation into a construction project being built by Palm Beach County pursuant to a contract with a construction contractor. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the County with the greatest protection.

END OF SECTION

SECURITY

Criminal History Records Check Ordinance

The Palm Beach County Criminal History Records Check Ordinance Palm Beach County Code Section 2-371 - 2-377. Pursuant to the ordinance, the County will conduct fingerprint based criminal history record checks on all employees of contractors and subcontractors of contractors, vendors, repair persons and delivery persons entering a facility determined to be either a critical facility ("Critical Facilities") or criminal justice information facility ("CJI Facility"). Critical Facilities and CJI Facilities and the corresponding list of disqualifying offenses are identified in Resolution R2013-1421 and is available upon request. **In October, 2013, compliance with the requirements of the U.S. Federal Bureau of Investigations Criminal Justice Information (CJI) security policy was added to the ordinance and has a broad list of disqualifying offenses.** The Bidder understands that is solely responsible for the financial, schedule and/or staffing implications of compliance with this ordinance, and represents and warrants that its bid price includes any direct or indirect costs (not including the FDLE/FBI fees which will be paid directly by the County) of compliance with this county code. Refer to department specific instructions in this section for applicability of criminal history records check for this project.

Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the county. If the contractor or its subcontractor terminates an employee who has been issued a badge, the contractor must notify the county within 2 hours. At the time of termination, the contractor shall retrieve the badge and return it to the county in a timely manner. The county reserves the right to suspend any contractor that; 1) does not comply with the requirements of county code section 2-2371 - 2-377 as amended, 2) does not contact the county regarding a terminated contractor employee or subcontractor employee within the stated time, or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy. The Contractor will be charged a nominal fee for lost cards.

Department Specific Instructions

This project is subject to:

- Critical Facilities Background Check
- CJI Facilities Background Check
- No Background Check

The contractor shall comply with the following requirements:

- | | | |
|----|-------------------------------------|------------|
| 1) | CONFIDENTIALITY NOTICE | 2 |
| 2) | PROJECT MANAGER INSTRUCTIONS | 3-4 |
| 3) | CONTRACTOR INSTRUCTIONS | 5-6 |
| 4) | ACKNOWLEDGEMENT | 7 |

CONFIDENTIALITY NOTICE

Project Name: 2023 Lift Station Rehabilitation Continuing Construction Contract

PBCWUD Project No.: 23-031

Pursuant to Florida Statute 119.071(3), I _____ as authorized representative of _____, (hereinafter "Consultant/Contractor") agree that Consultant/Contractor shall maintain the exempt and confidential status of all security system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats which depict the internal layout and structural elements of the water, wastewater, reclaimed water treatment and/or support facilities owned or operated by Palm Beach County. Consultant/Contractor further agrees the documents which shall remain exempt from disclosure pursuant to Florida Statute 119.071(3) shall not be used for any purpose other than what was contracted for and shall not be disclosed to any other party.

Also in accordance with Florida Statutes 153 and 281.301.

By: _____
(Signature of Consultant/Contractor)

(Print Name and Title of Person Executing on behalf of Consultant/Contractor)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, _____, by _____, who is personally known to me or has produced _____ as identification.

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

PROJECT MANAGER INSTRUCTIONS

All Project Managers will follow the steps set forth below when requesting either a Critical Facility or CJI photo ID or access card for contractor and sub-contractor personnel.

Complete the Project Information Form (an optional internal information collection tool). Link to form:

<http://wudengineering/PDS/Shared%20Documents/Bid%20Award/Bid%20Construction%20Contract/Project%20Information%20Form.pdf>

PROJECT INFORMATION FORM	
TO BE COMPLETED BY THE PROJECT MANAGER	
PROJECT NUMBER OR PURCHASE ORDER NUMBER: PROJECT NAME OR PURCHASE ORDER REFERENCE:	
PROJECT LOCATION:	
BRIEF DESCRIPTION OF PROJECT OR PROCUREMENT:	
FACILITY TYPE:	<input type="checkbox"/> Critical Facility <input type="checkbox"/> CJI Facility
START DATE:	<input type="text"/> END DATE: <input type="text"/>
CONTRACTING COMPANY or SUBCONTRACTING COMPANY: FEI/EIN Number	
CONTRACTING or SUBCONTRACTING COMPANY ADDRESS:	
CONTRACTOR CONTACT:	
CONTRACTOR EMAIL AND PHONE:	
HOW MANY INDIVIDUALS WILL BE SENT FOR UNESCORTED ACCESS:	
<i>Contractor/subcontractor employees are to be listed on the Contractor/Subcontractor form</i>	

INSTRUCTIONS:

1. We cannot process record checks for contractors until we receive the **Project Information and Contractor/Subcontractor forms**. You may fax the form to the Access Section at (561) 233-0790 or email the form to FDO-ACCESS-SUPPORT@pb.gov, so that we can begin to schedule the record checks. Be sure to allow sufficient time for the contractor employees to complete the record checks and for the results to be received, before the scheduled work can begin.
2. The individual, who is responsible for initiating and/or monitoring the project or procurement (e.g., project manager, crew chief, etc.), should sign the form. This individual will become the ESS/Access Section's primary contact during the project or procurement. The Project Manager will notify the company when the form is received, so that contractor employees may schedule appointments for fingerprinting.
3. Complete a separate Project Information form for each contractor and each subcontractor that will be working the project. Fill in all of the requested information, including the start and end date and estimated number of employees who will need criminal history record checks.
4. Complete a separate Contractor/Subcontractor form for each contractor and each subcontractor that you will be sending for criminal history records check. Attach as many sheets as necessary. You may attach a typed or computer generated list provided by the contractor/subcontractor. The Project Manager should review the list to verify if the number of contractor/subcontractor employees is reasonable for the work to be performed.

I ACKNOWLEDGE THAT I HAVE READ THE INSTRUCTIONS AND UNDERSTAND MY RESPONSIBILITIES AS A PROJECT MANAGER:

REQUESTED BY (Print or Type Name):

REQUESTING DEPARTMENT/DIVISION:

AUTHORIZED SIGNATURE: DATE:

WORK PHONE: CELL PHONE (If Applicable):

WUD 4/9/2019

ESS Access – Card Tracking System Project Manager Cheat Sheet

Login

Go to the eFDO site on the FDO SharePoint page <http://nbcportal.nbcgov.org/fdo/default.aspx>.



Click the Card Access icon. This will bring you to your Project Dashboard.



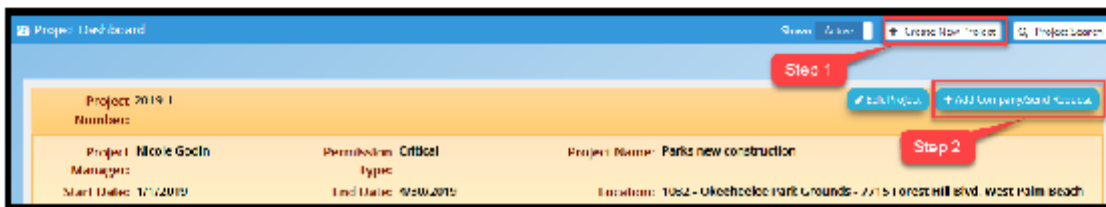
There are 4 main steps for requesting a badge:

Step 1: The Project Manager will create the new project

1. Click the Create New Project button, enter the required data then click Save. The project will display on your Dashboard.

Step 2: The Project Manager will add the Company to the project

1. Click the Add Company/Send Request button.
2. Select an existing company or create a new one.
3. Click the Save & Send Request button. This will send an email to the company to add contractors.



Step 3: The Company will add the contractors (this step will be completed by the Company)

The Company will receive and email, click a link and enter their Verification Code. This will take them to the Contractor/Subcontractor Form. From there they will use the Add Contractor button and enter Contractor(s) information. Once all Contractors have been added, they click the Submit to PM button.

Step 4: The Project Manager will add permission

1. Next to the Company name, click the Review Request button.
2. Click inside the Permission Type(s) field then click the permission to add it. To add another permission, click inside the field again and select the other permission. The background check is run based on your selection of CJIS and/or Critical.
3. Click Submit to ESS.



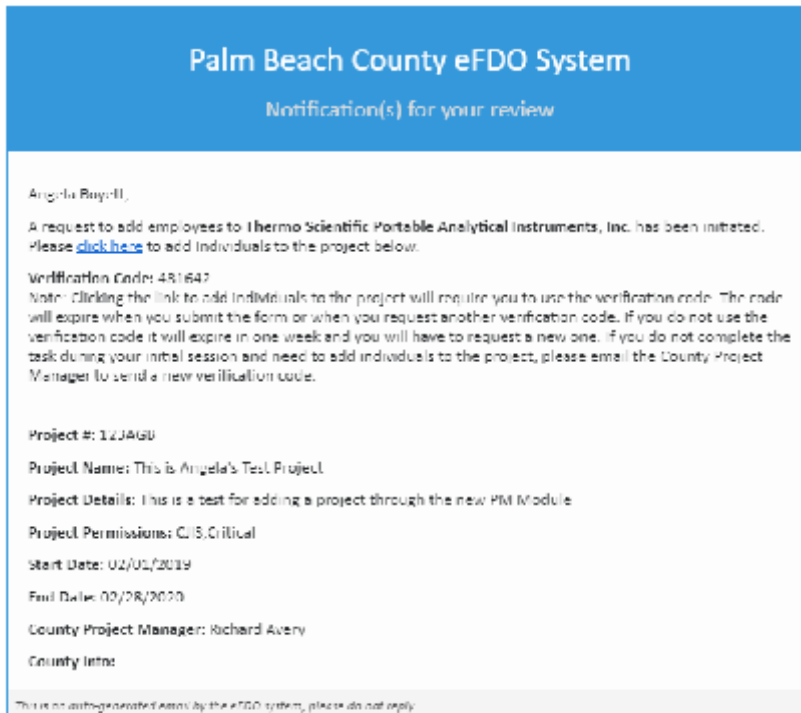
From this point on, the existing process for badge creation remains the same.

CONTRACTOR INSTRUCTIONS

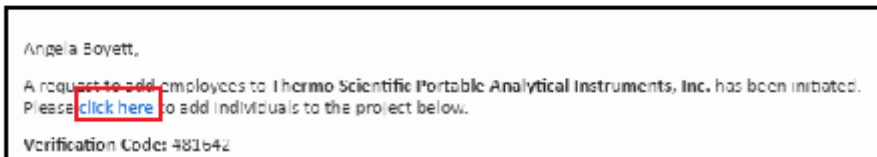
eFDO Quick Guide ESS Access – Card Tracking System Vendor Company User Guide

Vendor / Company - Add Contractors

An email is sent to the company to add contractors. The email contains a link to the website where contractors will be added. They will need the Verification Code in order to login to the website.



1. Click the "[click here](#)" link in the email to go to the company portion of the application.



Notification for access to Critical Facilities – Criminal History Records Check (CHRC)_ can take approximately to one week for results.

Notification for access to CJI Facilities - CHRC can take two weeks for results. In addition to the normal process time (two weeks), it is important to inform your contractors/subcontractors that anyone with disqualifying offense(s) who requests an escort may take longer to evaluate and approve. Overall contractors/subcontractors should plan for 4-6 weeks for results.

An appointment with Electronic Services and Security (ESS) is required to complete a CHRC. To make appointment with ESS call 561-233-0750.

Notification of all terminated employees must be made to the PM within 2 hours and must be immediately reported after that to the Access Section. Any terminated employees must surrender their IDs and/or access cards. Surrendered cards are to be returned to the Access Section.

Instruction on IDs and/or access card surrender for temporary or permanent surrender.

After the ESS has completed the required CHRC and the required ID and/or access card is ready, the Project Manager will be contacted and requested to pick up.

The Project Manager is responsible for the distribution of the ID and/or access cards to the contractor and subcontractor personnel and to ensure the contractor/subcontractor personnel wear the CJIS ID while on-site. The PM can make arrangements with ESS Access Section to have the Contractor pick up the ID badges or access cards. However, if the PM is going to make these alternate arrangements the PM is responsible to send written notice to ESS as to the name of the Contractor employee that is responsible for pick up. Only persons that are compliant with the access requirements for the applicable critical facility or CJI can be designated to pick-up cards.

No access card will be activated or "turned on" until 1) the access card is in the hands of the individual it belongs to; and 2) the call is made to activate per the instructions that will be given with each access card.

The Project Manager is responsible to collect all contractor/subcontractor IDs and/or access cards either at the completion of the project or as each subcontractor completes their portion of the work. The Project Manager is required to complete the ID/access card surrender form and return all ID/access cards to ESS within a reasonable amount of time from contractor/subcontractor completion of work.

BY INITIALING EACH ITEM BELOW, I AGREE THAT I HAVE READ AND UNDERSTAND ALL ITEMS:

_____ I have been provided the opportunity to review all disqualifying offenses at the time of my application submission and fingerprinting and I have read and understand the list.

_____ I will notify the Access Section within 24 hours if I am arrested while I am allowed to work in Critical or CJI Facilities.

_____ The information I have provided on this application is true, complete and correct to the best of my knowledge and is provided in good faith.

_____ I understand that this application will be sent to the Palm Beach Sheriff's Office for CJI Facility requests.

_____ I understand that my fingerprints will be transmitted electronically to the Florida Department of Law Enforcement and the Federal Bureau of Investigation for a state and national criminal history record check. I understand that if there is an active warrant for my arrest, I could be arrested. I release Palm Beach County from any liability whatsoever in connection with the criminal history record check with regards to my request to work unescorted in Critical or CJI Facilities.

_____ I understand that my employer is required to utilize good faith efforts to notify the County when I am no longer working in a County facility or CJI facility and request my badge and monitoring of my background check be terminated. I further understand that I can send the same information to the ESS Access Section via a signed letter or request to ESS Access Section at 2633 Vista Parkway, West Palm Beach, Florida 33411.

INITIAL EACH ITEM THAT PERTAINS TO YOUR APPLICATION. I AGREE THAT I HAVE READ AND UNDERSTAND ALL ITEMS I HAVE INITIALED:

_____ My employer has advised me I am working at a Critical Facility.

_____ My employer has explained the requirements for a criminal history records check for a Critical Facility.

_____ My employer has advised me I am working at a CJI Facility.

_____ My employer has explained the requirements for a criminal history records check for a CJI Facility.

By signing below, I acknowledge that I have an understanding of County Code, Section 2-371 thru 2-377 as well as having a full understanding all items disclosed in this application.

APPLICANT SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

END OF SECTION

Appendix A

NOTICE TO PROCEED

Dated _____, 20__

TO: _____
(CONTRACTOR)

ADDRESS: _____

**FOR
PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT**

2023 Lift Station Rehabilitation Continuing Construction Contract

PBCWUD Project No.: 23-031

You are hereby notified that the Contract Time under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract, the dates of Substantial Completion and Final Completion are 335 successive calendar days and 30 successive calendar days, respectively, from this date.

Before you may start any Work you must deliver to the Engineer, the following:

1. List of all subcontractors that will perform work on the project.
2. Construction schedule as required in specification Section 01 33 00.
3. List of all shop drawings to be submitted.

Palm Beach County, Florida

By: _____
(Authorized Signature)
PBC Water Utilities Department

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____ this _____ day of _____, 20__.

BY: _____ TITLE: _____

PRINT NAME: _____

Copy to Engineer
(Use Certified Mail
Return Receipt Requested)

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

PROJECT NAME: 2023 Lift Station Rehabilitation Continuing Construction Contract

PBCWUD PROJECT NO.: 23-031 RESOLUTION NO.: R

CONTRACTOR: _____

ADDRESS: _____

Application No.: _____ Period _____ to _____
From: _____

Account Number: _____

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE:

- A. Original Contract Amount (Page A-2, Col. 6) _____
- B. Plus: Change Order Additions (Page A-3, Col. 5) _____
- C. Less: Change Order Deletions (Page A-3, Col. 7) _____
- D. Adjusted Contract Amount as of this Estimate _____

ANALYSIS OF WORK PERFORMED TO DATE:

- 1. Original Contract Work Performed to Date (Page A-2, Col. 8) _____
- 2. Extra Work Performed to Date (Page A-3, Col. 6) _____
- 3. Total Value of Work Performed To Date _____
- 4. Plus: _____ % of Stored Material and Equipment (Attach Schedule & Copies of Invoices) _____
- 5. Total Work Performed To Date Plus Stored Materials and Equipment _____
- 6. Less: _____ % Retainage _____
- 7. Net Amount Earned on Contract to Date _____
- 8. Less: Amount of Previous Payments _____
- 9. Plus: Reduction in Retainage from _____ % to _____ % _____
- 10. Balance Due This Payment _____

CERTIFICATION OF CONTRACTOR:

I hereby certify that I have checked and verified this Periodical Estimate for Payment No. _____, for the period from _____ to _____, inclusive, and that it is a true and correct statement of all work performed, and/or any and all material and equipment supplied by this Contractor; that all work, materials, and equipment included in Periodical Estimate No. _____ have been performed and/or supplied in full accordance with the terms and conditions of the Contract Documents and/or duly authorized deviations, substitutions, alterations and/or additions; that all terms of Periodical Estimate No. _____ have been authenticated and approved by the authorized undersigned representative of the Contractor.

(Contractor) By _____
(Authorized Representative)

(Print Name)

Title _____ Date _____

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

PROJECT NAME: 2023 Lift Station Rehabilitation Continuing Construction Contract
PBCWUD PROJECT NO.: 23-031 RESOLUTION NO.: R
CONTRACTOR: _____
ADDRESS: _____
Application No.: _____ Period _____ to _____
From: _____
Account Number: _____

CERTIFICATION OF CONSTRUCTION REPRESENTATIVE:

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of the Periodical Estimate No. _____ are correct; that the work, material and equipment shown thereon has been completed and supplied in conformance with the Contract Documents of the project between PALM BEACH COUNTY (Owner), and _____ (Contractor), dated _____, including any authorized changes, deviations, substitutions, alterations and/or additions; that it is agreed that this Periodical Estimate for Payment No. _____ is a true and correct statement of the Contract Amount, up to and including the last day of the last day of the period covered by this Periodical Estimate No. _____ and that no part of the "balance due", this payment has been received.

(Project Representative - Print Name) By _____
(Project Representative - Signature)
Title _____ Date _____

CERTIFICATION OF WATER UTILITIES REPRESENTATIVE:

To the best of my knowledge and belief, all items shown on the face of this Periodical Estimate for Partial Payment No. ___ are correct and that the work, material and equipment shown thereon has been completed and/or supplied in conformance with the Contract Documents, and is satisfactory for approval and processing for payment.

Palm Beach County Water Utilities Department
(Owner) By _____
(Signature of Authorized Representative)

(Print Name)
Title Director of Engineering Division Date _____

Office of Equal Business Opportunity
Vendor forms included as part of Appendix A

Go to Palm Beach County's Office of Equal Business Opportunity (OEBO) website <http://discover.pbcgov.org/oebo/Pages/Documents.aspx> to download the latest version of the required vendor forms listed below:

OEBO Schedule 3 – Subcontractor Activity Form

OEBO Schedule 3A – Professional Services Activity Report

OEBO Schedule 4 – Subcontractor/Subconsultant Payment Certification

Instructions on Completing SBE-M-WBE Schedules3-4

THESE SCHEDULES MUST BE COMPLETED AND SUBMITTED AS APPLICABLE AND DEFINED IN INSTRUCTIONS TO BIDDERS SECTION IN ACCORDANCE WITH PARAGRAPHS 5.3.9.1 and 5.3.9.2 OF THE INSTRUCTIONS TO BIDDERS.

WARRANTY OF TITLE AND RELEASE

(For Periodic Progress Payments)

STATE OF _____)

CUTOFF DATE:

)SS:

CONTRACTOR:

COUNTY OF _____)

PBCWUD PROJECT NO. 23-031

PROJECT NAME: 2023 Lift Station Rehabilitation Continuing Construction Contract

BEFORE ME, the undersigned authority, personally appeared _____ (hereinafter called the "Affiant"), who after being duly sworn, deposes and says that he is the _____ of _____ a _____ corporation (hereinafter called the "Contractor"), pursuant to Palm Beach County Contract No. 23-031, dated the ____ day of _____, 20__ (hereinafter called the "Contract"), with the BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA (hereinafter called the "County"), for the furnishing of certain labor, materials, equipment, tools, supplies and manufactured articles (hereinafter called the "Work"), to improve certain property located in PALM BEACH COUNTY, FLORIDA (hereinafter called the "Property"), and on behalf of the Contractor named above is authorized to make the following warranties, requests, releases, and indemnifications:

I. The Contractor warrants that it has fully completed in accordance with the Drawings and Specifications therefor, that portion of the Work, pursuant to the Contract (the "Completed Work") and represents that the attached Application for Payment constitutes a full and complete accounting of all monies due the Contractor under the Contract as of the Cutoff Date.

- II. A. ORIGINAL CONTRACT SUM \$ _____
- B. Approved Change Orders \$ _____
- C. Other Adjustments (Explain on attachment) \$ _____

III. The Contractor further warrants and represents that:

1. All Work performed by the Contractor through the Cutoff Date has been incorporated into this request for payment.
2. There are no costs, extras, change orders, or claims of any kind or nature due the Contractor for Work performed through the Cutoff Date other than as set forth herein.
3. Contractor hereby waives its right to payment and to any other claim not indicated herein.
4. All subcontractors, laborers, vendors, materialmen, manufacturers, suppliers and other parties of whatever kind or nature who are entitled to payment from the Contractor for providing labor and materials to the Contractor pursuant to the Contract as of the Cutoff Date in the last previous Periodical Estimate for Partial Payment have been paid in full for performing or furnishing the work, labor, equipment, materials, tools, supplies and manufactured articles upon said Contract and have delivered to the Contractor validly executed Partial Releases of Liens or Claims with respect thereto.
5. Contractor does hereby waive, release, remise, and relinquish Contractor's right to claim, demand, or impose a lien or claims to the extent of the previous payments, and except to the extent of the "Present Unpaid Balance" set forth above, for work done or labor, materials, equipment or supplies furnished and/or any other kind of class of lien or liens on the Property.

6. This shall constitute a full, absolute, and unconditional release and discharge by the Contractor to the County of all claims or liens of the Contractor, of whatever nature, arising out of, in connection with, or resulting from the supply by the Contractor, or any of its subcontractors or suppliers, of labor and/or materials to the Property as of the indicated Cutoff Date, except to the extent of the "Present Unpaid Balance" and any claims listed on the attached statement of unresolved claims.

The Contractor agrees to indemnify and hold the County harmless from and against all costs and expenses, including reasonable attorney's fees and fees on appeal, resulting from any entity or individual who claims to have not been paid for labor, materials, equipment, tools, supplies and manufactured articles furnished in connection with the Completed Work.

This Affidavit is done with the understanding that contract payments are based on the truth and veracity of this document and any misrepresentation hereunder could result in action for breach of contract and/or loss, reduction or retention of future contract payments.

This statement is given under oath.

(Contractor)

(CORPORATE SEAL)

(Signature)

(Print Name)

(Title)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, _____, by _____, who is personally known to me or has produced _____ as identification.

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

CONSENT OF SURETY

For Reduction of or Partial Release of Retainage

PROJECT NAME: 2023 Lift Station Rehabilitation Continuing Construction Contract

PROJECT LOCATION: Palm Beach County Water Utilities Department Service Area

PBCWUD PROJECT NO.: 23-031 RESOLUTION NO.: R_____

CONTRACT DATE: _____

CONTRACT TYPE: _____

CONTRACT AMOUNT: _____ ENGINEER'S PROJECT NO.: _____

ENGINEER: _____

In accordance with the provisions of the above-named Contract between the County and the Contractor, the following named Surety:

on the PUBLIC CONSTRUCTION BOND of the following named Contractor:

hereby approves a reduction of or a partial release of retainage to the Contractor as set forth below:

The Surety Company hereby agrees that such reduction of or partial release of retainage to the Contractor shall not relieve said Surety Company of any of its obligations to the following named County as set forth in said Surety Company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20____.

(Attest)

(Name of Surety Company)

(Print Name)

(Signature of Authorized Representative)

(Affix Corporate Seal Here)

(Print Name)

TITLE: _____

REQUEST FOR ADJUSTMENT OF RETAINAGE

PROJECT NAME: 2023 Lift Station Rehabilitation Continuing Construction Contract

PBCWUD PROJECT NO.: 23-031

County: _____ RESOLUTION NO.: R _____

ENGINEER: _____ PROJECT MANAGER _____

CONTRACTOR: _____

The Contractor, _____ hereby requests that the percentage of partial payment estimates retained by the County under the provisions of the Contract Documents be REDUCED from ____% to ____%.

By _____ Date _____
(Signature of Contractor Representative)

(Print Name) Title _____

The Surety on the Public Construction Bond for said project:

hereby approves the foregoing request.

By _____ Date _____
(Attorney-in-Fact)

(Print Name)

Power of Attorney must be attached to original copy

Approval IS/IS NOT recommended. The percentage of completed work as of _____,
20__ is _____% and the present percentage of elapsed contract time as of _____,
20__ is _____%

By _____ Date _____
Signature of Resident Project Representative

(Print Name)

Approval IS/IS NOT recommended:

By _____ Date _____
Signature of County Project Manager

(Print Name)

APPROVED/DISAPPROVED:

By _____ Date _____
Signature of County's Representative

(Print Name)

CHANGE ORDER NO. _____
Palm Beach County Water Utilities Department
[INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____

Project Title: _____

PBCWUD Project No.: _____

Contractor: _____

Address: _____

Budget Line Item No.: _____ - _____ - _____ - _____

District: _____

Notice to Proceed: _____

The Contract provides for _____% SBE participation, which includes _____% M/WBE participation, _____% MBE (), _____% MBE (), and _____% WBE. This Change Order includes _____% overall participation which includes, _____% M/WBE participation, _____% MBE (), _____% MBE (), and _____% WBE. The cumulative SBE participation, including this Change Order is _____%, which includes _____% M/WBE participation, _____% MBE (), _____% MBE (), and _____% WBE.

You are directed to make the following changes in this contract:

(INSERT NARRATIVE DESCRIPTION OF THE SPECIFIC WORK TO BE UNDERTAKEN UNDER THE CHANGE ORDER – SPECIFY DOLLARS AND DAYS – REFERENCE ANY SUPPORTING DOCUMENTATION BEING INCLUDED AS AN ATTACHMENT TO SUPPORT THE CHANGE ORDER)

Total: _____

All Attachments to this Change Order are made a part of this Change Order and incorporated herein.

NOT VALID UNTIL SIGNED BY BOTH OWNER AND ENGINEER. SIGNATURE OF THE CONTRACTOR INDICATES THEIR AGREEMENT HEREWITH INCLUDING ANY ADJUSTMENT IN THE CONTRACT SUM OR CONTRACT TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHANGE

The Original Contract Sum was.....	\$ _____
Net Change by previous Change Order.....	\$ _____
The Contract Sum prior to this Change Order was.....	\$ _____
The Contract Sum will be increased/decreased by this Change Order.....	\$ _____
The New Contract Sum indicating this Change Order will be.....	\$ _____
The Date of Substantial Completion prior to this Change Order was.....	(Date) _____
The Date of Final Completion prior to this Change Order was.....	(Date) _____
The Contract Time will be increased/decreased by.....	(Days) _____
The Date of Substantial Completion including this Change Order.....	(Date) _____
The Date of Final Completion including this Change Order.....	(Date) _____

CHANGE ORDER NO. _____
 Palm Beach County Water Utilities Department
[INSERT CONTRACT NAME]
 Resolution No. _____ Contract Dated _____

Execution of this change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the contract.

CONTRACTOR	Palm Beach County Water Utilities Department ENGINEER	OWNER
ADDRESS	8100 Forest Hill Blvd. West Palm Beach, FL 33413 ADDRESS	ADDRESS
SIGNATURE	SIGNATURE	SIGNATURE
PRINT NAME	PRINT NAME	PRINT NAME
TITLE	TITLE	TITLE
DATE	DATE	DATE

STATE OF FLORIDA
 COUNTY OF _____

Approved as to Form and Legal Sufficiency

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____, day of _____, _____, by _____ who is personally known to me or has produced _____ as identification.

By: _____
 County Attorney

Attest: Joseph Abruzzo, Clerk of the Circuit Court
 & Comptroller, Palm Beach County

 (Signature of Notary Public – State of Florida)

By: _____
 Deputy Clerk

 (Print, Type, or Stamp Commissioned Name of Notary Public)

CHARGE AUTHORIZATION

PROJECT: 2023 Lift Station Rehabilitation Continuing Construction Contract

PBCWUD PROJECT NO. 23-031

RESOLUTION NO. R_____

DISTRICT NUMBERS:

CHARGE AUTHORIZATION NO.:

TO (Contractor):

DOCUMENT NO.

CONTRACT DATE:

NOTICE TO PROCEED:

BUDGET LINE ITEM:

You are directed to perform the following work and make the following charges to the applicable allowance accounts:

1.

Total: _____

NOT VALID UNTIL SIGNED BY BOTH OWNER AND ENGINEER. SIGNATURE OF THE CONTRACTOR INDICATES HIS AGREEMENT HERewith INCLUDING ANY ADJUSTMENT IN THE CONTRACT SUM OR CONTRACT TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHARGE.

Total of Original Contract Allowances.....	\$ _____
Contract Allowances previously granted	\$ _____
The Allowance Balance prior to this Charge Authorization was	\$ _____
Amount Allowance Accounts will be increased/decreased by this Charge Authorization	\$ _____
The Allowance Balance after this Charge Authorization will be.....	\$ _____

Execution of this Charge Authorization acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the contract.

Palm Beach County
ENGINEER
8100 Forest Hill Blvd.

CONTRACTOR

Palm Beach County
OWNER
8100 Forest Hill Blvd.

W. Palm Beach, FL 33413
Address

Address

West Palm Beach, FL 33413
Address

BY _____

BY _____

BY _____

(Print Name)

(Print Name)

(Print Name)

DATE _____

DATE _____

DATE _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

**FOR THE 2023 Lift Station Rehabilitation Continuing Construction Contract
PBCWUD Project No.: 23-031**

CONTRACTOR: _____

CONTRACT DATE: _____, 20__

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

TO: _____
(County)

AND
TO: _____
(Contractor)

The Work to which this Certificate applies has been inspected by authorized representatives of the ENGINEER, along with the CONTRACTOR and that Work is hereby declared to be Substantially Complete in accordance with the Contract Documents on:

(Date of Substantial Completion)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and failure to include an item in the list does not alter the responsibility of the CONTRACTOR to complete all the Work in a good and workmanlike manner in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the CONTRACTOR within _____ days of the above date of Substantial Completion.

The responsibilities between the County and the CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

County: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of any Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in a good and workmanlike manner in accordance with the Contract Documents.

Recommended by the ENGINEER:

By: _____
Professional Engineer

_____ (Print Name)

Date _____

CONTRACTOR hereby accepts this Certificate of Substantial Completion:

By: _____
(Signature) (Print Name)

(Title) Date: _____

County acknowledges receipt of this Certificate of Substantial Completion:

By: _____
Director of Engineering Division (Print Name)

Date: _____

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

TO: _____

PROJECT NAME: 2023 Lift Station Rehabilitation Continuing Construction Contract

PBCWUD PROJECT # 23-031

JOB NO. _____

RESOLUTION NO. R _____

ATTN: _____

COUNTY: _____

ENGINEER _____

FROM: _____
(Firm or Corporation)

This is to certify that I, _____ am an authorized official of
_____ working in the capacity of _____ and have

been properly authorized by said firm or corporation to sign the following statements pertaining to the subject Contract:

I know of my own personal knowledge, and do hereby certify, that the work of the Contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the Contract Documents and approved changes thereto.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer that the work is complete, nor the acceptance thereof by the County, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

Date of Final Completion: _____

BY _____ TITLE _____

(Print Name) FOR _____

Recommended by the ENGINEER:

By: _____ Date: _____
Professional Engineer (Print Name)

County acknowledges receipt of this Certificate of Final Completion:

By: _____ Date: _____
Director of Engineering Division (Print Name)

STATEMENT OF UNRESOLVED CLAIMS

FOR PBCWUD PROJECT NO. 23-031

RESOLUTION NO. R

PAYMENT APPLICATION NUMBER _____

Contractor shall list, in detail, on this page and any required additional pages all outstanding, unresolved claims which Contractor has on this project.

CONSENT OF SURETY FOR FINAL PAYMENT

PROJECT NAME: 2023 Lift Station Rehabilitation Continuing Construction Contract

PROJECT LOCATION: Palm Beach County Water Utilities Department Service Area

PBCWUD PROJECT NO.: 23-031 PROJECT RESOLUTION NO.: R

CONTRACT DATE: _____ CONTRACT RESOLUTION NO.: R

CONTRACT TYPE: _____

CONTRACT AMOUNT: _____ ENGINEER'S PROJECT NO.: _____

ENGINEER: _____

In accordance with the provisions of the above named Contract between the County and the Contractor, the following named Surety:

on the PUBLIC CONSTRUCTION BOND of the following named Contractor: _____

hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named County, as set forth in said Surety Company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20____.

(Attest)

(Name of Surety Company)

(Print Name)

(Affix corporate seal)

(Signature of Authorized Representative)

(Print Name)

TITLE: _____

FINAL WARRANTY OF TITLE

STATE OF FLORIDA _____)

COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn and says:

1. Affiant is the _____ of _____ a _____ (hereinafter called the "Contractor").

2. Contractor entered into a Contract dated the _____ day of _____, 20__ (hereinafter called the "Contract") with the **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter called the "County"), being Contract No. R _____ for the construction of certain improvements and the performance of certain Work more particularly described in the Contract Documents (such construction and performance being hereinafter collectively referred to as the "Work") on property owned and or controlled by the County, located in Palm Beach County Water Utilities Department Service Area.

3. Contractor has fully completed the Work and all individuals, firms, and corporations furnishing materials, labor, equipment, tools, supplies, manufactured articles and services incident to the completion of the Work, and all payrolls, bills for materials, equipment, tools, supplies, manufactured articles, and all other indebtedness connected with the Work, have been paid in full, except for the following:

None, unless set forth below:

Name	Address	Amount Due or to Become Due and Unpaid
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets, if more space is needed)

4. Receipt by Contractor of the Final Payment from County in the amount of \$_____ shall constitute a full release and discharge by Contractor to said County of all claims and liens of the Contractor against said County arising out of, connected with, or resulting from performance of the Contract or the Work.

5. The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

6. Contractor agrees to forever indemnify, defend, and hold said County harmless from and against all costs and expenses, including reasonable attorney's fees, including fees on appeal, resulting from individuals, firms, or corporations who claim to have not been paid for material, labor, equipment, tools, supplies, manufactured articles or services furnished incident to the Work.

7. This Affidavit is made for the purpose of inducing Final Payment from the County to the Contractor under the Contract in compliance with the Contract Documents.

8. Affiant has full authority to execute this Affidavit and to execute a full and final release of all claims and liens on behalf of the Contractor.

Signed and Sealed in the presence of:

(CORPORATE SEAL)

(Contractor)

(Signature)

(Print Name)

(Title)

(Witness)

(Print Name)

(Witness)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, _____, by _____, who is personally known to me or has produced _____ as identification.

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

**PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT**

WORK DIRECTIVE

To: _____
Contractors Name

Address

Project Name: 2023 Lift Station Rehabilitation Continuing Construction Contract
PBCWUD Project No.: 23-031 Resolution No. R_____

Work Directive No.: _____

In accordance with your proposal dated _____ you are authorized to perform the following scope of work

_____ Time and materials as specified in the Contract Documents

_____ Lump Sum Price of _____.

Note: This Work Directive will be incorporated into a Change Order that will be submitted to the Contract Review Committee, Board of County Commissioners or Palm Beach County Water Utilities Director for approval.

Authorized by:

(Print Name)

Title

Signature

Date

Appendix B

POST BID INFORMATION

2023 Lift Station Rehabilitation Continuing Construction Contract

PBCWUD PROJECT NO.: 23-031

POST BID INFORMATION REQUIREMENTS

If required by the County, this form must be completed and returned to the County within two (2) working days of the request. Failure to return this form within two (2) working days may result in rejection of the Bid by the County. Award will be made to the lowest, responsive, responsible Bidder. To be considered responsive, the Bid must conform in all respects to the conditions of the Invitation to Bid, to the Instructions to Bidders, Palm Beach County Code Sections 2-51 through 2-54, as amended and to Florida law. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within two (2) days of the County's request, The Post Bid Information as may be called for herein. Each Bidder must, upon request, provide evidence that, as of the date of Primary Bid Document submission, Bidder, and the listed subcontractors, were qualified to do business in the State of Florida and Palm Beach County.

1. Contractor's Legal Name and Address:

Name: _____

Address: _____

City: _____ State _____ Zip Code: _____

2. Check One: Corporation: _____ Partnership: _____ LLC _____
 Individual: _____ Joint Venture: _____

3. If a Corporation or LLC, state:

Date of Incorporation or Organization : _____

State in which Incorporated or Organized: _____

4. If an out-of-state corporation or LLC which is currently authorized to do business in the State of Florida, give the date of such authorization: _____

5. Names and Titles of Principal Officers or Managing Members (LLC)

Date Elected:

6. If a Partnership, state:

Date of Partnership: _____

Type of Partnership (General or Limited): _____

Names and Addresses of Partners: _____

7. If Joint Venture, state:

Date of Joint Ventureship: _____

Names and Addresses of Joint Ventures:

8. If Sole Proprietorship, state:

Name and Address of Sole Proprietor:

9. List corporate names or business names under which each of the principals in the present corporation have done business for the last ten (10) years:

10. List all subsidiaries or holding companies:

11. Contractor's License: _____ Primary Classification _____

State License No.: _____

Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above:

12. What is the maximum bonding capacity of your company?

(A) Capacity (Dollar Amount):

(B) Include the company name, phone number, address and name of the Florida Resident Agent of your current bonding company:

13. Has your organization or any member been involved in any litigation or arbitration within the last ten (10) years as a result of construction contracts, including but not limited to liens, defective performance or workmanship? If yes, provide the following information for each case (attach additional sheets as necessary):

(A) Style or caption of litigation or arbitration: _____

(B) All parties to such proceedings:

(C) Names, Addresses, and Telephone Numbers of Attorneys for each party:

(D) Date Litigation Started: _____

(E) Status of Case: _____

(F) Provide an explanation of each claim by and against each party
(Attach additional sheets as necessary).

14. Have you or any principal of your company ever declared bankruptcy?

Yes _____ No _____

If yes, provide dates and particulars:

<u>Date</u>	<u>Reason</u>
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15. Have you ever failed to complete work awarded to you? If so, where and why?

16. List some major subcontractors and suppliers from your completed or ongoing projects:

17. State the construction experience of your firm's principal members including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

18. State the construction experience of your organization including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

19. State the construction experience of the Superintendent to be assigned to this project including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

(Contractors Name)

(Signature)

(Print Name)

(Title)

(Date)

END OF SECTION