PALM BEACH COUNTY
CAPITAL IMPROVEMENTS DIVISION

QUALIFICATION APPLICATION

ANNUAL CONTRACT
ELECTRICAL SERVICES

PROJECT # P-2024-006257

PALM BEACH COUNTY
CAPITAL IMPROVEMENTS DIVISION

CHECKLIST FOR QUALIFICATION APPLICATION
(ELECTRICAL SERVICES)

1. RETURN THE FOLLOWING FORMS WITH COMPLETED APPLICATION:

- ☐ Authorization
- ☐ Construction Experience
- ☐ Work History
- ☐ Living Wage Certification
- ☐ Applicant Profile
- ☐ Licenses
- ☐ Certification of Business Location
- ☐ Application Certification

2. EXPERIENCE

☐ The firm must have a minimum of **5 years** relevant business experience.

☐ The firm successfully completed a minimum of **$300,000 Electrical Services** construction projects completed **per year for each of the previous 3 years**.

☐ The firm has included an itemization of this work on the Qualification Application question # 23 - Work History.

3. LITIGATION

☐ The firm and its owners/officers must not be involved in current or pending litigation that is likely to have a material negative impact on their ability to perform any work awarded under an Annual Contract.

☐ The firm has not displayed an undesirable pattern of construction related litigation with project owners.

4. FINANCIAL

☐ The firm must have adequate financial stability and resources to execute the work that may be awarded under the Annual Contract.

5. LICENSURE AND CERTIFICATION

☐ The firm must possess a valid certified or registered building contractor's license, a valid certified or registered general contractor's license (CGC), or a specialty Contractor's certification for a **minimum of 5 years in Florida**.

☐ The firm, if a Palm Beach County certified S/M/WBE, must provide a copy of its current, valid Palm Beach County S/M/WBE Certification.

USEFUL LINKS/NOTES: Capital Improvements Division maintains annual construction contracts in fifteen (14) trade areas. See below table.

1. Asbestos Abatement	2. Asphalt, Pavers & Pathways	3. Demolition	4. Electrical
5. Fire Alarm Replacement	6. Flooring	7. HVAC	8. IAQ Remediation
9. Low Voltage	10. Minor Construction	11. Overhead Door Replacement	12. Painting & Weatherproofing
13. Plumbing	14. Roofing		

Vendors that are **not yet pre-qualified** and that are interested in submitting responsive bids for open projects for the trades listed above must do the following:

1. Attend pre-bid meeting for the advertised project, if required, and
2. Submit Qualification Application at least 10 calendar days before the project bid due date.

To register your firm with Palm Beach County's Vendor Self Service System, click the following link:

1. https://pbcvssp.pbc.gov/vssprd/Advantage4
2. https://www.pbcgov.org/pbcvendors

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PROJECT #: P-2024-006257

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    f. Public Construction Bond
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GENERAL INFORMATION

Location of Work. The Capital Improvements Division of Palm Beach County is responsible for the procurement of construction services for the use by the County and its independent agencies. This Qualification Package is for Electrical services to furnish all materials, labor, supervision, equipment, supplies, fees, expertise, and services on an as needed basis for various locations throughout the County.

Type of Work. The County is qualifying contractors for an Annual Contract for electrical services throughout the County. Projects will generally be $100,000 or less but may be larger. Work will include, but not be limited to, furnishing all labor, equipment devices, tools, materials, transportation, services, supervision, drawings, permitting and miscellaneous requirements to accomplish the work for buildings throughout Palm Beach County, and reasonably incidental to, the completion of the service for buildings throughout Palm Beach County. Qualification is required in order to bid for projects under this Annual Contract.

Sample Contract Documents. Attached to this Qualification Application is a sample of the County's standard bidding package, specifications, and contract documents that will be used to bid and award the projects under this Annual Contract. **These sample contract documents are only for informational purposes at this time and are not to be returned with the Qualification Application**.

Qualification Application. Completion of this Qualification Application will give your company the opportunity to qualify with Palm Beach County for an Annual Contract. However, completing this Qualification Application does not guarantee your company will receive an Annual Contract from the County, nor does it imply that your company has any type of procurement/contractual relationship with the County now or in the future.

Application must be Complete. This Qualification Application must be completed without reference to any previous application or statement. All sections of the application must be completed. If any of the requested information does not apply, it must be indicated as "NONE" or "N.A." as applicable.

Time for Review. The County will act upon your Qualification Application within 20 business days from the date it is received. In the event the County finds your application to be incomplete or does not contain the information requested for processing, the County will require that you provide the necessary or missing information in writing. If the requested information is not furnished within 10 days of the written request, the application will be rejected.

Acceptance/Rejection of Qualification Application. The County reserves the right to accept or reject any or all of the Qualification Applications it receives. The County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the Qualification Application of any contractor who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by the County or other governmental entity, or who is not in a position to perform properly under this award; and (3) verify or investigate all information supplied by the contractor on its Qualification Application in order to make a determination of its ability to perform.

After Qualification. If your firm is determined to be qualified, you will be contacted by the

Capital Improvements Division and asked to complete the next steps necessary for the award of an Annual Contract. If you are determined to be qualified, you will receive a letter notifying you that you have qualified for an Annual Contract with the County and enclosing the Contact Documents that you must sign and return to the County along with your certificates of insurance. Once you have returned the executed Contract Documents, the Board of County Commissioners must approve and execute the Contract Documents. The specific magnitude of the work to be issued under the Annual Contract will be determined by individual Work Orders issued by Palm Beach County under the Annual Contract. It is anticipated that Work Orders will be generally less than $100,000 each but may be larger. The Annual Contract will be awarded for five (5) years with an initial not-to-exceed cumulative amount of less than $11,000,000. The Affirmative Procurement Initiatives (APIs) under the County's Equal Business Opportunity Program that apply to the Work Orders awarded under this Contract are attached to the sample Instructions to Bidders. It is the current intention of the Board to establish a list of Qualified Contractors under the Annual Contract, but additional Qualified Contractors may be added by the County at any time and contractors may submit a Qualifications Application package at any time. A contractor must be determined to be qualified by the County in order to submit quotes/bids for future Work Orders covered by this Annual Contract.

Questions regarding this Qualification Application package must be emailed to FDO-CID-Bids@pbc.gov. Only questions received in writing will be answered.

The completed application should be submitted to:

FDO-CID-Bids@pbc.gov

Or

Palm Beach County
Facilities Development and Operations
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

MINIMUM CRITERIA TO BE USED BY COUNTY IN QUALIFYING CONTRACTORS FOR ANNUAL CONTRACT – ELECTRICAL SERVICES

1. EXPERIENCE

The firm must have a minimum of 5 years relevant business experience.

The firm must have successfully completed construction projects meeting the following requirement:

- A minimum of $300,000 electrical projects completed *per year* for each of the past three years. An itemization of this work is to be shown on the Qualification Application question 23, Work History.

2. LITIGATION

The firm and its owners/officers must:

A. Not be involved in current or pending litigation that is likely to have a material negative impact on their ability to perform any work awarded under an Annual Contract.

B. Not display an undesirable pattern of construction related litigation with project Owners.

3. FINANCIAL

The firm must have adequate financial stability and resources to execute the work that may be awarded under the Annual Contract.

4. LICENSURE AND CERTIFICATION

The firm must possess a valid certified or registered building contractor's license, a valid certified or registered general contractor's license (CGC), or a specialty Contractor's certification for a minimum of 5 years in Florida.

The firm, if a Palm Beach County certified S/M/WBE, should provide a copy of its current, valid Palm Beach County S/M/WBE Certification.

5. MISCELLANEOUS

Non-Discrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Contractor warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment 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. Failure to meet this requirement shall be considered default of the Contract.

Commercial Non-Discrimination. The Contractor 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 Contractor 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 Contractor retaliate against any person for reporting instances of such discrimination. The Contractor 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 Contractor 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 Contractor 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.

Living Wage. The Firm must comply with the Palm Beach County Living Wage Ordinance.

QUALIFICATION APPLICATION

ANNUAL CONTRACT – ELECTRICAL SERVICES

AUTHORIZATION

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any and all information requested by Palm Beach County, which the County deems necessary to verify the statements made in this application or regarding the past performance of the applicant.

_____
Name of Organization

By: _____
Officer's Signature

_____
Print Name and Title

_____
Date

APPLICANT PROFILE

BEFORE COMPLETING THIS FORM, READ
EACH QUESTION CAREFULLY AND ANSWER COMPLETELY
(This application must be plainly filled in with ink or typewritten)

CONTRACTOR QUALIFICATION APPLICATION

General Information: _____

Entity Name: _____

Entity Address: _____

Contact Name/ Title/ Phone/ Email: _____

_____

Entity Classification:

___Corporation (If Corporation, State of incorporation _____, Date of Incorporation _____)

___Partnership (___General ___Limited; State where formed _____, Date formed _____)

___LLC (State where formed _____, date formed _____)

___Joint Venture

___Sole Proprietorship

_Other: (please explain: _____)

Federal Employer Identification Number (FEIN): _____

Dunn & Bradstreet Number: _____

All Applicants must answer the following questions:

1. If your organization is a subsidiary of another business entity, state name of parent company: _____

_____

2. Is your organization registered to do business in the State of Florida? _____Yes _____No
If **yes** to the above, as of what date? _____

3. How many years has your organization been operating under your present name: _____

4. List all previous names of your organization: _____

_____

5. Within the last 5 years, has your firm changed its name, had a substantial (50% or more) change in ownership or had a substantial (50% or more) change in management? Yes No. If yes, explain in detail the reasons for the change of name, substantial change in ownership or substantial change in management (attach additional sheets if necessary): _____

_____

6. How many years experience has your organization had as a Prime Contractor? _____

7. List the following for all owners, partners, members, officers and directors of your organization:

NAME	PERCENT OWNED	ADDRESS

8. List the following for all partnerships, companies, LLCs and/or corporations in which your organization has at least a 10% ownership interest:

NAME	PERCENT OWNED	ADDRESS

Florida Statue 337.165(1)(a) defines the term "affiliate" as follows: The term "affiliate" means a predecessor or successor of a contractor under the same, or substantially the same, control or a group of business entities which are connected or associated so that the entity controls or has the power to control each of the other business entities. The term "affiliate" includes the officers, entity of a controlling interest in another business entity or a pooling of equipment or income among business entities shall establish factual evidence that one business entity is an affiliate of another.

PLEASE COMPLETE QUESTIONS 9, 10, 11 USING THE ABOVE DEFINITION OF "AFFILIATE".

9. List the following for all affiliated entities (include companies listed in questions 7 and 8 above as well as any additional companies that may be affiliates):

NAME	ADDRESS	Explain in detail your connection with this entity

10. Has i) your organization, ii) an affiliate of your organization or iii) an officer, director, agent, employee or member of your organization or that of an affiliate, ever been indicted, had criminal information filed against it, pled guilty, pled no contest, or been convicted of any act prohibited by state or federal criminal law that involves, fraud, bribery, collusion, conspiracy, violation of state or federal antitrust laws or material misrepresentation committed in any federal or state jurisdiction with respect to any public contract?

___Yes ___No. If yes, please explain in detail (attach additional sheets if necessary):

_____

_____

11. Please state whether your organization or an affiliate of your organization are presently or have ever been barred or suspended from bidding or contracting on ay public contracts? ___Yes ___No. If yes, please explain in detail:_____

12. Within the past 10 years, has your firm failed to successfully complete any work awarded to you?

___Yes ___No. If yes, please explain in detail:

_____

13. Has any owner, officer or director of your organization ever been an owner, officer or director of some other business that has failed to complete a contract? ___Yes ___No. If Yes, explain in detail:

_____

14. Has your firm or any owner, officer or director of your firm ever filed for protection of the bankruptcy court, have pending any petition in bankruptcy or made an assignment for the benefit of creditors?

___Yes ___No. If yes, please explain in detail:

_____

15. Has your firm provided services to Palm Beach County within the last 12 months? ___Yes ___No.

If yes, please list the total revenue paid to your company from Palm Bach County in the last 12 months:

16. Please list the total number of full time, regular employees in your company? _____. If this number has changed in the past 2 years, please explain:

_____

17. Has your organization ever filed suit against a project owner? ___Yes ___No. If yes, please attach additional sheets to include:

- Description of each action
- Amount in issue
- Amount you recovered, if any
- Caption/Title of the litigation or arbitration
- Name of the project owner including address and phone

18. Has a project owner ever withheld liquidated damages for failure to complete a contract on time?

___Yes ___ No. If yes, please explain:_____

19. Has a project owner ever disbarred, non-renewed (voluntarily or by owner) or terminated early for safety, quality or service issues or schedule issues over the last 5 years? ___Yes ___No. If yes, explain in detail (failure to disclose will result in applicant being disqualified):

_____

19A. Within the last 10 years, has your firm ever had a contract terminated for default or had an owner call in the Surety under a performance bond to complete a project? ___Yes ___No. If Yes, explain in detail:

20. CONSTRUCTION EXPERIENCE

What is the construction experience of the principal supervisory personnel of your organization? (Include from superintendent level and up.)

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	TYPE OF WORK PERFORMED	YEARS OF EXPERIENCE	IN WHAT CAPACITY

21. LICENSES

Attach copies of all local, state, and federal licenses that your organization holds. If your firm is a Palm Beach County certified S/M/WBE, attach a copy of your current, valid Palm Beach County S/M/WBE Certification

22. CURRENT PROJECTS

PROJECT, OWNER, AND LOCATION OF CURRENT PROJECTS AS PRIME CONTRACTOR	CONTRACT AMOUNT AS PRIME CONTRACTOR	AMOUNT SUBCONTRACTED TO OTHERS
	$	$

23. WORK HISTORY

The objective of the work history is to help the County understand your business and expertise and to satisfy the experience requirements listed in the minimum criteria. List contracts for construction that your organization has completed in the past three (3) years showing a minimum of $150,000.00 per year.

GENERAL DESCRIPTION OF WORK PERFORMED AS PRIME CONTRACTOR	VALUE OF WORK PERFORMED	DATE COMPLETED	NAME AND ADDRESS OF PROJECT OWNER	PHONE NUMBER OF PROJECT OWNER

24. CERTIFICATION OF BUSINESS LOCATION

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) respondents having a permanent place of business in Palm Beach County ("County") or (2) respondents having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, respondents must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the respondent to provide the goods/services being solicited by the County, and will be used to verify that the respondent had a permanent place of business prior to the issuance of the solicitation. The respondent must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote or proposal submission. **The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility.** Errors in the completion of this Certification or failure to submit this completed Certification will cause the respondent to not receive a local preference.

In instances where the respondent is exempt by law from the requirement of obtaining a Business Tax Receipt, the respondent must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the respondent had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said respondent for additional information related to this requirement after the bid/quote/proposal due date.

I. Respondent 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.

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

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

_____, of _____
(Title/Position) (Firm Name of Respondent)

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 Respondent on this Certification is considered an unethical business practice and is grounds for sanctions against future County business with the Respondent.

_____ _____
(Signature) (Date)

25. LIVING WAGE CERTIFICATION

In accordance with the Palm Beach County Living Wage Ordinance, the undersigned does hereby declare that it will and its subcontractors will pay each employee a living wage.

Contract Name: Annual Contract – Electrical Services

Contract Number: _____

Contractor: _____

Contractor Address: _____

Contractor Phone Number: _____

Statement of wage levels for Contractor's employees: _____

"All employees are compensated at a rate that meets or exceeds the Palm Beach County Living Wage Ordinance."

By: _____
(Signatory)

_____
(Signatory Name Printed)

_____
(Title)

_____
(Date)

APPLICATION CERTIFICATION

I, the undersigned authority, hereby certify that the information submitted on this Application, including any attachment hereto, is true and accurate to the best of my knowledge and belief under perjury of law.

By:

_____
(Print)

_____
(Signature)

_____
(Title)

_____
(Date)

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of _____ physical presence OR ____ online notarization this _____ day of _____, 20_____,
by _____, who is personally known to me or who has produced
_____as identification and who did not take an oath.

_____
Notary Public

PALM BEACH COUNTY
ANNUAL CONTRACT
INSTRUCTIONS TO BIDDERS
PROJECT NO: P-2024-006257

SECTION DESCRIPTIONS

1. DEFINITIONS

2. LICENSES, BUSINESS TAX, POLICY REGARDING SUBCONTRACTORS

3. BIDDER'S REPRESENTATIONS

4. BIDDING DOCUMENTS

5. BIDDING PROCEDURE

5.3 EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

6. CONSIDERATION OF QUOTES/BIDS AND AWARD OF WORK ORDERS UNDER ANNUAL CONTRACTS

7. TIME

8. PUBLIC BID DISCLOSURE COMPLIANCE FEES

9. LIQUIDATED DAMAGES

10. LOBBYING

11. LIVING WAGE

12. CRIMINAL HISTORY RECORDS CHECK

13. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

14. ANNUAL CONTRACTS – SPECIAL CONDITIONS

15. DEPARTMENT SPECIFIC INSTRUCTIONS

Attachment A – Affirmative Procurement Initiatives (APIs)

Attachment B – Waiver Request and Good Faith Efforts

1.0 DEFINITIONS

Throughout this document, the phrase **"Invitation for Quote"** may be used interchangeably with the phrase **"Invitation for Bid"**.

Capitalized Terms not defined in these Instructions to Bidders will have the meaning as defined in the Contract Documents.

1.1 **Addenda** are written or graphic instruments issued by the County via the Department prior to the submission of quotes/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, must insert the same into the Bidding Documents.

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

1.3 An **Annual Contract** is a construction contract that is procured in a multi-step bid process. Step one of the process involves the qualification of contractors to perform certain types of work for the County on an as needed basis ("Qualification Application"). All contractors determined to be qualified by the Department ("Qualified Contractors") may be awarded a contract to perform certain types of work for the County. Step two of the process involves Invitations for Quotes/Bids for specific projects that are sent to all Qualified Contractors for bid. A Qualified Contractor with the lowest responsive quote/bid to an Invitation for Quotes/Bids may be awarded a Work Oder for a specific project under its annual contract.

1.4 The **Base Bid** is the sum stated in the Bid, or Quote, 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 Additive or Deductive Bid Items.

1.5 The terms **Bid** or **Quote** may be used interchangeably and mean 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.

1.6 The term **Bidder** means one who submits a Quote/Bid directly to the County in response to an Invitation for Quotes/Bids under an Annual Contract, as distinguished from a sub-bidder who submits a bid to a Bidder.

1.7 **Bidding Documents** or **Bid Documents** for each project include the Invitation for Quote/Bid, Instructions to Bidders, Index of Drawings, the Bid Form and EBO Schedules, Bid Bond (when required) and Public Construction Bond and Form of Guarantee, the Contract Conditions (General, Supplemental, and Special), technical specifications, drawings, exhibits and attachments thereto and any Addenda issued prior to the date designated for receipt of quotes/bids.

1.8 The **Contract Documents** consist of the following documents which are incorporated

herein by reference:

- The completed Qualification Application package;
- The Contract and any amendments thereto;
- The General Conditions to the Contract;
- Work Orders, Notices to Proceed and any Change Orders thereto;
- Special Conditions for each Work Order;
- Instructions to Bidders;
- Invitation for Quote/Bid and all Attachments and Exhibits and any Addenda thereto; Completed Quotation/Bid Form and attachments including EBO Schedules; Bid Bond (when required) for each Work Order;
- Public Construction Bond and the Form of Guarantee for each Work Order, when required;
- Technical Specifications, Addenda, Drawings/Plans and any revisions thereto for each Work Order.

1.9 The term **Contractor** or **Qualified Contractor** means the person or entity who is the successful bidder, who executes a Work Order under an Annual Contract with Palm Beach County, and who is identified in the Work Order and Annual Contract and is referred to throughout the Contract Documents. Contractor may mean the Contractor or its authorized representative as the contract context requires.

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

1.11 The term **Day** or **Days** means a calendar day or calendar days unless specifically stated otherwise in the Contract Documents. 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** means the Palm Beach County, Facilities Development and Operations Department, Capital Improvements Division.

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

1.14 **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" means action by the Board of County Commissioners, or designated representative.

1.15 The term **Work** as used herein refers to the construction and services required by the Contract Documents for each project described in an Invitation for Quote/Bid and includes all permits, labor, materials, equipment, and services provided by the Contractor to fulfill the Contractor's obligations.

1.16 The term **Work Order** means a written amendment to an Annual Contract which awards a specific project to a Qualified Contractor.

2.0 LICENSES, BUSINESS TAX, POLICY REGARDING SUBCONTRACTORS

2.1 **Licenses**. 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 must 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 Quote/Bid. The Bidder and subcontractors, including specialty contractors, are required to have an active State Contractors Certification or an active Palm Beach County Certificate of Competency at the time of Quote/Bid submittal. State of Florida Contractor's Certification /Registration license numbers or Palm Beach County Certificate Numbers must be listed at the applicable places on each Quote/Bid Form, if applicable. Any Quote/Bid that is submitted by a contractor who is not properly licensed/certified at the time the Quote/Bid is submitted, or which lists a subcontractor who is not properly licensed/certified at the time the Quote/Bid is submitted, will be rejected as non-responsive.

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

2.3 **Bid Shopping.** It is Palm Beach County's policy to discourage contractors from seeking new subcontractor pricing after the opening of bids, which practice is sometimes known as bid or subcontractor shopping. In order to facilitate this policy, Bidders may be required to identify in the Bid Documents the subcontractors in the categories listed in Attachment 3, if provided, which Bidder intends to use to perform the Work or state its intention to self-perform the Work contained in those categories.

2.3.1 No Contractor, having been awarded any Work Order under an Annual Contract based upon the Contractor's response to an Invitation for Quote/Bid or other solicitation for competitive selection wherein the Contractor listed the subcontractors which the Contractor intended to use in performing such Work Order, 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 must also conform to the requirements of Palm Beach County's EBO Ordinance and section 5.3.10 of these Instructions to Bidders.

2.3.2 No Contractor, having been awarded any Work Order under an Annual Contract based upon the Contractor's response to an Invitation for Quote/Bid 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.

3.0 BIDDER'S REPRESENTATIONS

3.1 General Representations. Each Bidder by making its Quote/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 Contract Documents including the Invitation for Quote/Bid, 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 Quote/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 Bidder acknowledges and understands that certain informational drawings and reports may be referenced in the Invitation for Quote/Bid and are provided by the County for informational purposes only. Such informational reports and drawings are not part of the Contract Documents, but the Bidder may review the technical data contained therein for general information purposes only. The County does not represent that the conditions reflected in such informational 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 Quote/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 the project described in the Invitation for Quote/Bid. The prices established for the Work to be done will reflect all costs pertaining to the Work.

3.1.4 By submission of its Quote/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 for the project described in the Invitation for Quote/Bid, prior to Bidding which may affect the cost, progress or performance of the Work and which the Bidder deems necessary to determine its Quote/Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents and/or it has satisfied itself with respect to such conditions and it shall make no claims against the County or the Architect/Engineer of Record if upon 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 for the project described in the Invitation for Quote/Bid to conduct such investigations and tests as each Bidder deems necessary for submission of its Quote/Bid at the pre-Quote/Bid meeting. Upon completion of such field investigations and tests, each Bidder must completely restore disturbed areas to a condition equal to or better than the conditions which existed prior to performance of the 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 will be identified in the Invitation for Quote/Bid for each project and other Contract 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 Quote/Bid in response to an Invitation for Quote/Bid for a specific project will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of the Invitation for Quote/Bid and these Instructions to Bidders, that, without exception, the Quote/Bid is premised upon performing the Work required by the Contract Documents and that such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract 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 Architect/Engineer of Record 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 by an amount up to and including twenty-five percent (25%) 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.

3.2 <u>Public Entities Crimes/Convicted Bidder List.</u> 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 F.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 **EEO.** The Bidder must be an equal employment opportunity employer. Each Bidder must complete and furnish with its Quote/Bid the statement titled "Statement of Participation in Contracts Subject to Nondiscrimination Clause", which is incorporated in the Quote/Bid Form.

3.3.1 Pursuant to Executive Order 11246, as amended, Palm Beach County does have an Affirmative Action Program in connection with equal employment opportunities. It is recommended that those Bidders who have not initiated an Affirmative Action Program give consideration toward pursuing such programs.

3.4 **No Collusion; No Conflicts.** The Bidder does hereby declare that it is the only person or persons interested in said Quote/Bid; that it is a genuine Quote/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 Invitation for Quote/Bid; 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 or 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.

3.5 **Scrutinized Companies.**

3.5.1 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. Pursuant to F.S. 287.135(3)(b), if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.

3.5.2 **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.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the 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.

3.6 Non-Discrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Contractor warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment 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. Failure to meet this requirement shall be considered default of the Contract.

3.7 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.

3.8 VSS Registration Required. A Bidder must register in the County's Vendor Self Service ("VSS") at https://pbcvssp.pbc.gov/vssprd/Advantage4 in order to bid on County contracts. 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 a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

3.9 Prohibition against Considering Social, Political or Ideological Interests in Government Contracting - F.S. 287.05701. Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

3.10 Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern. Pursuant to F.S. 286.101, as may be amended, by entering into a contract or performing any work in furtherance thereof, the bidder certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

4.0 BIDDING DOCUMENTS

4.1 Copies.

4.1.1 Bidders may obtain complete sets of the Bidding Documents from the Department as indicated in the Invitation for Quote/Bid in the number desired and for the cost stated therein.

4.1.2 Bidders shall use complete sets of Bidding Documents in preparing Quotes/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 the Bidding Documents available on the above terms, does so only for the purpose of obtaining Quotes/Bids on the Work described in the Invitation for Quotes/Bids 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 must 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 may make a written request which must reach the County at the address listed in the Invitation for Quote/Bid at least seven (7) calendar days prior to the date for receipt of Quotes/Bids. Bidders requesting clarification or interpretation of the Bidding Documents must supply the Department with all information requested by the Department that the Department requires to issue a clarification or interpretation. Bidders finding discrepancies, errors, and/or omissions or having doubt as to the intent of the technical portions of the Invitation for Quote/Bid documents must at once notify the Architect/ Engineer of Record and provide a copy to the Department. Bidder's questions relative to bidding requirements, bidder qualification, contract award and Work Order award must be directed to the Department. The Department, in its sole discretion, will 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. The Department will send written instructions regarding discrepancies, omissions or unclear intents to all Bidders who are Qualified Contractors with an Annual Contract. For projects $100,000 and over, all Addendum to a solicitation will also be posted under the applicable solicitation on the County's on-line Vendor Self-Service (VSS) system at

https://pbcvssp.pbc.gov/vssprd/Advantage4. 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 project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents:

- Work Orders and any Change Orders thereto;
- Notices to Proceed for each Work Order;
- Special Conditions for each Work Order, if any;
- Technical Specifications, Addenda, Drawings/Plans and any revisions thereto for each Work Order.
- Invitation for Quote/Bid, including all attachments and exhibits, and any Addenda thereto; Completed Quotation Form and Attachments including EBO Schedules, and Bid Bond (when required) for each Work Order;
- Public Construction Bond and the Form of Guarantee(when required) for each Work Order,
- Instructions to Bidders
- The Contract and any amendments thereto;
- The General Conditions to the Contract;
- The completed Qualification Application package.

Detailed plans 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 Owner shall resolve the conflict in any manner which is acceptable to Owner 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 for Quote/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 Bidders who are Qualified Contractors with Annual Contracts will be provided with notification of Addenda. . For projects $100,000 and over, all Addendum to this solicitation will also be posted under the applicable solicitation on the County's on-line Vendor Self-Service (VSS) system at https://pbcvssp.pbc.gov/vssprd/Advantage4.

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 Quotes/Bids except an Addendum withdrawing the Invitation for Quote/Bid, one which includes postponement of the date for receipt of Quotes/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 Quote/Bid, each Bidder must ascertain that it has received all Addenda issued. The Bidder must acknowledge receipt of each individual Addendum at the time of issuance and final receipt of all Addenda by completing the acknowledgment space provided on the Addendum Form. Failure to acknowledge receipt may result in rejection of a Quote/Bid.

5.0 BIDDING PROCEDURE.

5.1 Form and Style of Bids.

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

5.1.2 All blanks on the Quote/Bid Form and enclosures to the Quote/Bid Form must be filled in by typewriter or manually printed in ink.

5.1.3 In the event there are unit price bid items provided in the Quote/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 will govern and the amount will be corrected accordingly. In the event there is more than one bid item in the Quote/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 will govern and the total for the schedule will be corrected accordingly. Where so indicated by the make-up of the Quote/Bid Form, sums must be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words will govern.

5.1.4 Any inter-lineation, alteration or erasure must be initialed, in ink, by the signer of the Quote/Bid Form.

5.1.5 All requested, Additive or Deductive Bid Items must be bid. If no change in the Base Bid is required, enter "No Change."

5.1.6 The Bidder must provide on the Bid Form, if requested, the names and license or certificate numbers of subcontractors who will perform that portion of work.

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

5.1.8 In the event a Quote/Bid is submitted by two or more Bidders as a joint venture, such Quote/Bid must 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.

5.1.9 No person, firm or corporation is allowed to submit, or have an interest in, more than one Quote/Bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-bid to a Bidder is not, however, disqualified from submitting a sub-bid or quoting prices to other Bidders or submitting a prime Bid.

5.1.10 The following forms, together, comprise a Quote/Bid and must be submitted at the time identified in Invitation for Quote/Bid:

QUOTE/BID DOCUMENTS

- QUOTE/BID FORM
- BID SECURITY, if applicable
- ADDENDA – SIGNED, IF APPLICABLE
- EBO PROGRAM SCHEDULES

5.2 Bid Security, Project Bonds, Insurance

5.2.1 General. Bid Security is not required for Work Orders of less than $200,000. The Public Construction Bond is waived for Work Orders less than $200,000 where Bidder's cumulative open Work Orders do not exceed $200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed $200,000 will require a Public Construction Bond. Any individual Work Order exceeding $200,000 will require a Public Construction Bond.

5.2.2 Bid Security. If requested in the Invitation for Quote/Bid, each Quote/Bid must 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 Owner, enter into a Work Order with the County on the terms stated in its Quote/Bid and will furnish bonds as described hereunder covering the faithful performance of the Work Order and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Work Order or fail to furnish the required bonds and insurance, the amount of the bid security will be forfeited to the County as liquidated damages, not as penalty. If a Bidder fails to execute a Work Order for a 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 Work Order.

5.2.2.1 If provided, the bid bond must conform with Section 5.2.3 and 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 affix to the bond a certified and current copy of his/her power of attorney. If a bid bond is submitted on a form other than that provided, such submission may result in the bid being declared non-responsive. Checks and money orders must be made payable to Palm Beach County Board of County Commissioners.

5.2.2.2 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 Work Order 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.

5.2.3 Bond Requirements

5.2.3.1 If requested by the Invitation for Quote/Bid or as required by Section 5.2.1, the Bidder must furnish bonds covering the faithful performance of each Work Order under the Annual 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 is authorized to do business in the State of Florida.

5.2.3.2 Prior to execution of a Work Order, and not later than fourteen (14) calendar Days after Notification from Owner, the successful Bidder must furnish the following to the Department, on the forms provided in the Bidding Documents:

1. Public Construction Bond in the Amount of 100% of the Work Order
2. Guarantee

Such Public Construction Bond must 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.

5.2.3.3 The Surety Company, in addition to the above requirements, must be currently listed with the United States Department of Treasury for an amount greater than the Work Order amount. The Contractor, at the time of its execution of a Work Order, must provide, with its 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.

5.2.3.4 The bond and guarantee must be written on forms included in the Contract Documents provided by the Department.

5.2.3.5 The Bidder must 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.

5.2.4 Insurance Requirements. Prior to execution of a Contract and not later than fourteen (14) calendar Days after Notification from Owner, the successful Bidder must 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 Request for Quote and 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.

5.2.5 Failure to Provide the Required Documents after Notification of Award. If after Notification of award from the County, the successful Bidder does not provide within 14 Days of

Notification the signed Work Order, the Public Construction Bond and Guarantee (when required), and the required certificates of insurance, the County may: 1. Call in the bid security when provided; 2. Cancel the notification of recommended award and award the project to the next responsive, responsible low bidder; 3. Terminate this Annual Contract for cause; 4. Suspend or debar the Bidder from bidding on future projects for a period of two (2) years, in accordance with the Palm Beach County Purchasing Ordinance; and/or 5. Pursue any and all remedies available against the Bidder for damages resulting from its failure to enter into a Work Order and provide all required documents within 14 Days after notification.

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. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the County's requirements for the EBO program and is incorporated in 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 solicitations under this Annual Contract, including any applicable SBE or M/WBE goals, are set out on Attachment A to these Instructions to Bidders [BZ1]which attachment is incorporated herein by reference. Any bid for a Work Order under this Contract that fails to comply with the API requirements stated in the 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 the 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. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. ***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 forms, included as **Attachment B to these Instructions to Bidders**, 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 dated 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 Office of EBO, 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. Fillable pdfs of all EBO forms can be found on the Office of EBO's website at http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx. EBO documentation to be submitted is as follows:

5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE 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 Work Order, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors. 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 Office of EBO's on-line Vendor 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 S/M/WBE 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.

5.3.9 Responsibilities after Contract Award. The successful Bidder is required to submit accurate progress payment information with each pay application regarding each of its subcontractors, including S/M/WBE subcontractors.

The successful Bidder shall submit the following forms with each pay application:

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

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 Work under this Contract.

The successful bidder shall submit a Subcontractor 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 Subcontractor 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 Work Order Award. After Work Order 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 Office of EBO 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.

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. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance and may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of Contractor from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
- 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.

The Office of EBO has the right to review Contractor's records and interview Subcontractors in order to determine compliance with the County's EBO Program and contract requirements for up to four (4) years from contract completion or termination date.

5.4 Local Preference.

5.4.1. In accordance with the Palm Beach County Local Preference Code, 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 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 the local preference.

5.4.1.1 Glades Local Preference. If a 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) for a minimum of 15% of the total bid price. This preference takes precedence over the preference in Paragraph 5.4.1. 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.

5.4.2. 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 Quote/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.

5.4.3 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 Quote/Bid. 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.

5.4.4 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 may 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 Work Order.

5.4.5 Responsibilities After Award – Substitutions. After award, the successful bidder will only be permitted to replace a Glades subcontractor who is unwilling or unable to perform. Such substitutions must be done with another Glades subcontractor in order to maintain the Glades subcontractor percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid.

5.5 Timing of Submission of Bid Documents.

5.5.1 The Bid Documents listed below must be submitted by the date and time specified for the submission of Quotes/Bids in the Invitation for Quote/Bid. Submission of these documents after the date or time specified in the Invitation for Quote/Bid will result in the documents being rejected and returned to the Bidder.

1. Bid Form
2. Bid Bond (or Intent to Participate in Bond Waiver Program Bid Affidavit)
3. EBO Forms – Schedule 1 (List of all Proposed Subcontractors) and Schedule 2 (Letter(s) of Intent to Perform as a Subcontractor)

5.5.2 EBO Schedule 1 - List of Proposed Subcontractors which lists all subcontractors, including S/M/WBE subcontractors, to be used on the subject project, must be included with the Bid Documents. And, for each subcontractor that is listed in Schedule 1, Bidder must submit with its Bid Documents EBO Schedule 2 - Letter of Intent to Perform as Subcontractor.

5.5.3 Receipt of Schedule 1 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 the Work Order are licensed and otherwise qualified.

5.6 Submission of Bids.

5.6.1 The Bid Documents package must be enclosed in a sealed opaque envelope. The envelope must be addressed as follows:

Project Number: **TBD**
Contractor's Bid Proposal for: **<Project Name>**

Facilities Development and Operations
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, Florida 33411

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

5.6.2 Quotes/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 for Quote/Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

5.6.3 The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.

5.6.4 Oral, telephonic, fax, or e-mailed Bids are invalid and will not receive consideration.

5.7 Modification or Withdrawal of Bid.

5.7.1 A Quote/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 its Quote/Bid.

5.7.2 Prior to the time and date designated for submission of the Bid Documents, any Quote/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 Bid Documents. Such notice must 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 must be worded so as not to reveal the amount of the original Quote/Bid.

5.7.3 Withdrawn Bids may be resubmitted up to the time designated for the opening of the Bid Documents provided that the resubmitted Quote/Bid is fully in conformance with these Instructions to Bidders.

5.7.4 Bid security must be in an amount sufficient for the Bid as modified or resubmitted.

6.0 CONSIDERATION OF BIDS AND AWARD OF WORK ORDER UNDER AN ANNUAL CONTRACT

6.1 Opening of Bids. The Bids received on time will be opened publicly and will be read aloud immediately after the time and date identified for submission of the Bid Documents at the location specified.

6.2 Rejection of Bids. The County reserves the right to reject any and all Bids, and/or to re-advertise, to waive any irregularities, informalities or technicalities therein, to negotiate 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 recommended award of any Work Order under an Annual Contract at any time before the execution of said Work Order 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, of any kind whatsoever, in the event the County exercises its rights provided for in this subsection.

6.3 Award of Work Order.

6.3.1 Award of a Work Order under an Annual Contract will be made to the lowest, responsive, responsible Bidder after consideration of any S/M/WBE and local preferences. To be considered responsive, the Quote/Bid must conform in all respects to the conditions of the Invitation for Quote/Bid, to the Instructions to Bidders, to Palm Beach County Code Sections 2-51 through 2-54 and Sections 2-80.20 through 2-80.30, as amended and to Florida law. Each Qualified Contractor must, upon request, provide evidence that, as of the date of Quote/Bid submission, Bidder, and the listed subcontractors, were qualified to do business in the State of Florida and Palm Beach County.

6.3.2 For awards of $100,000 or greater, bid/quote tabulations and Notification from Owner, with recommended awards, will be posted at the location where bids were opened, for review by interested parties prior to submission through the appropriate approval process, and will remain posted for a period of five (5) business days. For awards of $100,000 or greater and if allowed by County Purchasing Code, any bidder or proposer who is aggrieved in connection with the recommended award of a Work Order under an Annual Contract may protest in writing to the

County's Director of Purchasing. The protest must be submitted within five (5) business days after posting of the award recommendation. The protest must be in writing and must identify the protestor and the solicitation and must include a factual summary of the basis of the protest. Such protest is considered filed when it is received and date/time stamped by the County's Department of Purchasing. Failure to file a protest with the County's Director of Purchasing during the 5 day posting period shall constitute a waiver of proceedings under the referenced Palm Beach County Purchasing Code.

6.3.3 The County of Palm Beach, in accordance with Title VII of the Civil Rights Act of 1964, affirmatively ensures that for any Work Order entered into pursuant to the Invitation for Quote/Bid, minority business enterprises will be afforded full opportunity to qualify for an Annual Contract and to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

6.4 Disqualification of Bidders. Any of the following causes is considered sufficient to disqualify a Bidder, and reject its Quote/Bid:

1. Interest by the same person in more than one bid.
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 Work Order or contract with Palm Beach County or received unsatisfactory performance reports on a Work Order or contract).
5. Lack of experience or capital on the part of the Bidder. Evidence of experience, ability, financial standing, personnel and machinery available may be required of any bidder.
6. Evidence of bad character, dishonesty or lack of integrity.
7. Lack of current applicable certification and/or license for the purpose of performing the specified Work.
8. A dissatisfactory record of performance or lack of experience.
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. Any other cause that, 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 Work Order with the County, shall commence the Work to be performed under the Work Order 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 Documents.

8.0 PUBLIC BID DISCLOSURE COMPLIANCE FEES

All fees including, but not limited to, certificate of occupancy fees, permit fees, and inspection

fees normally payable by the Contractor to the Palm Beach County Building Division or to any other governmental agency by virtue of a Work Order under this Contract will be paid for by the County upon 10 working days notification. Any subcontractor permit fees are the responsibility of the Contractor. 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.

9.0 LIQUIDATED DAMAGES

If the Invitation for Quote/Bid indicates that liquidated damages apply to a project under a Work Order to this Contract, then liquidated damages will be assessed at the rate(s) set forth in the Invitation for Quote/Bid. Owner and Contractor agree that time is of the essence in the performance of Work Orders under this Contract and agree that the damages which Owner will suffer in the event that Contractor finishes a Work Order under this Contract after the substantial completion date set forth in the Invitation for Quote/Bid are certain but will be difficult, if not impossible, to quantify. Therefore, Contractor and Owner agree that the rates set forth on an Invitation for Quote/Bid are a reasonable estimate of the amount of damages that Owner will suffer in the event Contractor fails to achieve certification of substantial completion of a project within the contract time for that Work Order (including any authorized extensions). Contractor and Owner 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.

10.0 LOBBYING (for Bids that Exceed $100,000)

10.1 Lobbyist Registration Ordinance. Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing a bidder from communicating with any Commissioner or Commissioner's staff regarding its bid, i.e. a "Cone of Silence".

10.2 Cone of Silence. The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners ("Board"), or a County Department authorized to act on behalf of the Board, awards or approves a contract or work order, rejects all bids, or otherwise takes action which ends the solicitation process.

10.3 Exceptions. The exceptions to the "Cone of Silence" specifically include contract negotiations during any public meeting; contract negotiations between any County Employee and the intended awardee; public presentations made to the Board; or any written correspondence at any time with any County Employee, County Commissioners, or Advisory Board Member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

10.4 Fines. Violations of this section of the Ordinance are punishable by a fine of $250.00 per

violation.

11.0 LIVING WAGE (for Bids that Exceed $100,000)

11.1 Ordinance. For Bids that exceed $100,000, and that are not subject to the Davis-Bacon Act or any related act or acts, as amended, that require the payment of Davis-Bacon Act wage rates, must comply with the Palm Beach County Living Wage Ordinance.

11.2 Definition. Living wage means the minimum wage in effect under the County's Living Wage Ordinance. The living wage is adjusted annually on October 1 as provided for in the ordinance. The Contractor and all subcontractors shall pay the living wage to all employees directly providing construction-related services.

11.3 Certification Required. Before entering any construction contract or Work Order under an Annual Contract, the Contractor must provide a certificate to the Owner and each subcontractor must provide a certificate to the Contractor, stating that it will pay each employee no less than the living wage. A copy of the certificate must be made available to the public upon request. The certificate must include the following:
The name, address, and phone number of the prospective employer, a local contact person, and the specific project for which the construction contract or work order under an annual contract applies; The amount of the construction contract or work order under an annual contract; A brief description of the project or service provided under the construction contract or work order under an annual contract; A statement of the wage levels for prospective non-county employees; and A commitment to pay each employee a living wage.

The certificate form is provided with the Contract Documents.

11.4 Notice and Posting. 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 (insert the living wage hourly pay rate, as adjusted) per hour. If you are not paid this hourly rate, contact your supervisor and/or Palm Beach County Capital Improvements Division at (561) 233-0200." The preceding statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using a 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. Employers shall supply a copy of the preceding statement to any employee upon request within a reasonable time. Employers shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract on any contract or work order covered by this ordinance.

11.5 Maintenance of Payroll Records. Each employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of three (3) years. The records shall contain:

Each employee's name and address; Each employee's job title and classification; The number of hours worked each day by each employee; The gross wages and deductions made for each employee; and Annual wages paid to each employee.

11.6 Reporting Payroll. Every six (6) months the Contractor shall certify and file with the Owner, or with the general contractor for subcontractors, certification that all employees who worked on each construction contract or work order under an annual contract during the preceding six (6) month period were paid the living wage in compliance with this ordinance. Upon the Owner's request, the employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period.

12.0 CRIMINAL HISTORY RECORDS CHECK

The Contractor, the Contractor's employees, subcontractors of the Contractor, employees of subcontractors, and suppliers 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") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Contractor is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Contractor acknowledges that its Bid 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.

Refer to the Invitation for Quote/Bid for applicability of criminal history records check to a project awarded under a Work Order to this Contract.

Each individual undergoing a criminal justice background check is required to have his/her own unique email address in order to comply with security awareness training. If an employee of Contractor does not have his/her own unique email address, Contractor agrees to provide one to that employee.

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 2-371-2-377 as may be amended or replaced, 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.

13.0 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in 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 allowing access to records relating to a bid or any resulting contract. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, as may be amended, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

14.0 ANNUAL CONTRACTS – SPECIAL CONDITIONS

14.1 Magnitude of Work. Each bidder should fully understand that the County does not commit under this Annual Contract to award any specific amount of work during the contract period. Each Work Order under this Annual Contract will be lump sum or lump sum with certain unit prices. Each Work Order under this Annual Contract will be competitively quoted by multiple Qualified Contractors. Projects $100,000 and over will also be advertised on VSS. Projects $200,000 and over will also be advertised in the local newspaper. Additional contractors will be allowed to qualify for this Annual Contract throughout the term of the Annual Contract. When an Invitation for Quote for a project is advertised on VSS, a contractor my qualify for this Annual Contract during the solicitation period if its Qualification Application is received at least 10 days before the due date for bids/quotes. *The magnitude of the work will be determined by individual Work Orders issued against this Contract by Palm Beach County.*

The County reserves the right to award and use multiple contracts for this work.

The County reserves the right to limit the amount of awards based on the projected need of the County.

14.2 Method of Ordering (Qualified Annual Term Contract). The County will issue Work Orders against the Annual Contract on an as needed basis. All Qualified Contractors will be invited to submit a quote/bid for each potential Work Order except for an urgent repair, where only one contractor will be called out (every effort will be made to rotate invitations for urgent repairs, depending on existing warranty requirements and a Qualified Contractor's experience).

14.3 Scope Meeting. Each Work Order will be based upon on-site scoping meetings at the site of the proposed work. The scope meeting, in conjunction with any issued drawings and specifications will establish detailed requirements for the specific project, including timing requirements, access, specific materials and a tentative construction schedule.

14.4 Bids. Upon agreement of scope and quantities, all Qualified Contractors will submit their bids based upon the scope and quantities of the work and terms of the Contract Documents. Each bid must include any proposed S/M/WBE participation, as further described in Section 5.3 hereof.

14.5 Work Order. The County may elect to issue a Work Order based upon the bid to the lowest, responsive, responsible Qualified Contractor after consideration of 1) applicable APIs, including any S/M/WBE preferences, and 2) local preferences. Each Work Order will specify the Work to be performed, its location, the compensation and a schedule for performance. Compensation will be paid by single payment or progress payments, depending on the project duration and value.

14.6 Participation. The County may disqualify a Qualified Contractor and/or terminate the Annual Contract with the Contractor, if the Contractor fails to submit bids for three (3) consecutive Invitations for Quotes/Bids.

14.7 Location of Work. The locations of the projects will vary and may be at any location within the boundaries of Palm Beach County.

14.8 Responsiveness. Contractor must be on-site and actively engaged in the subject work within five (5) working days of the pre-construction meeting. For urgent repairs, the Contractor called must respond on-site within eight (8) hours or another Qualified Contractor will be called and the Annual Contract may be terminated at the option of the County. Contractor must efficiently prosecute the Work with adequate personnel and equipment until completion.

14.9 Public Construction Bond. The Public Construction Bond is waived for Work Orders less than $200,000 where Bidder's cumulative open Work Orders do not exceed $200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed $200,000 will require a Public Construction Bond. Any individual Work Order exceeding $200,000 will require a Public Construction Bond. See Section 5.2 for more information on bonding.

14.10 Performance during Public Emergency. Contractor agrees and promises that during, and after, a public emergency, disaster, hurricane, flood or other act of God, the County must be given "first priority" for all services under this Annual Contract. Contractor agrees to provide all services to County throughout the emergency/disaster on the terms and conditions provided in the Contract Documents and with a priority above, and a preference over, work to the private sector. Contractor must furnish a 24-hour phone number to the County in the event of an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute a breach of the Annual Contract.

14.11 Work Order Close-Out and Final Payment. As a condition to final payment for each Work Order, Contractor must furnish to the County's Authorized Representative, the following documents, each in a form acceptable to the County:

- Final Releases of Claim from all subcontractors and suppliers, as may be applicable;
- Consent of Surety to Final Payment on Work Order, if project was bonded;
- Documentation of required notifications to federal, state, county, and municipal agencies;
- Conditional Release of Claim from the Contractor;
- All Warranties.

14.12 General Conditions. Contractor shall refer to the General Conditions of the Contract for detailed information on payment, prosecution of the Work, warranty, indemnity, insurance, confidential information, substantial completion, final acceptance and other matters. When the General Conditions refer to requirements under the Contract or Contract Documents that are applicable to the Project; the Work; the site; the Contract Sum/Price; the schedule; the Contract Time or Completion Date; the General Conditions shall be read to mean the requirement applies to a project; work; site; the compensation; the schedule, time or completion date under each individual Work Order issued pursuant to the Annual Contract.

15.0 DEPARTMENT SPECIFIC INSTRUCTIONS

ATTACHMENT "A"
(for Asphalt, Demolition, Electrical, Flooring, HVAC, Low Voltage, Painting and Weatherproofing, Roofing)

AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION PROCUREMENT

The API(s) approved for this project are selected below by ☒. 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 APIs.

__X__ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders $100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below $100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

__X__ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

ATTACHMENT B TO INSTRUCTIONS TO BIDDERS

WAIVER REQUEST FORMS (fillable pdfs of all EBO forms can be found on the OEBO website at http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx)

Palm Beach County

Office of Equal Business Opportunity

Subcontracting Goal – Waiver Request Form

PROECT NAME: _____ DATE: _____

COMPANY NAME: _____ CONTACT NO.: _____

CONTACT PERSON: _____ CONTACT EMAIL: _____

In the sections below, points will ONLY be awarded if the firm has fully satisfied the criteria. More information regarding Subcontracting Goal-Waiver Request Evaluation Criteria. Contractors/Consultants must obtain a total of **80 or more points** to receive a waiver approval. Vendor Directory is accessible through the Office of Equal Business Opportunity website (http://discover.pbcgov.org/osba/Pages/Vendor-Directory.aspx)

PART I: Sufficient Commercially Useful Work Identified to Meet ____ Subcontracting Goal — Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***15 points possible****:*

- List the specific scope of work identified for each of the S/M/WBEs contacted
- Ensure the scope of work identified for S/M/WBEs is greater than or equal to the subcontracting goal(s)
- Additional comments, if any

PART II: Initial Communications to Potential S/M/WBE Subcontractors Points: ____

Using EBO Portal / Website Posting of Subcontractor Solicitations/Outreach Efforts

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***40 points possible****:*

- Contact at least three (3) S/M/WBEs in the EBO Vendor Directory for each scope of work identified to be subcontracted in Part I (emails/call logs/fax), one (1) week prior to pre-bid meeting date.
- Include current documentation of searches from the EBO Vendor Directory.

- Notify S/M/WBEs within at least 2 (two) weeks prior to the bid opening date, using at least three (3) digital media outlets (e.g. website, newspaper, trade association, publication, minority focus media)
- Additional comments, if any

PART III: Follow-up Communications & Bid Negotiations with Potential Subcontractors

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***30 points possible****:*

- Promptly follow-up with S/M/WBEs after the initial solicitation at least 2 (two) weeks prior to the bid opening date, during normal business hours by telephone, email, or fax.
- Include a written statement with contact information on all subcontractors contacted to include the following:
  - Name of the subcontractor/firm and the contact person(s)
  - Telephone and Email address
  - Scope of work the subcontractor indicated they would perform
  - Notes regarding the outcome of the contact
  - Dates of contact and Dates of Negotiations
  - The negotiated price
  - Bids received from subcontractors that could provide a commercially useful function
  - Additional comments, if any

PART IV: Attendance at Pre-Bid Meeting

Points: ____

County staff maintains documentation regarding attendance at the pre-bid meeting. ***5 points possible****:*

- Below list the individuals from your staff/firm that attended the pre-bid meeting

PART V: Offer Assistance in Securing Financing, Insurance, or Competitive Supplier Pricing

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***10 points possible****:*

- Provide easy access to plans and specifications for S/M/WBEs
- Provide competitive pricing
- Make efforts to assist interested business in obtaining financing, bonds, and insurance required for the County project/bid
  - Provide written documentation of the type of assistance offered
  - Company name, contact person and telephone number
  - Name of person who provided the assistance

- Provide the name, contact person, contact information the competitive pricing offered by the Supplier.
- Other efforts (if any, list below)

CONTRACTORS/CONSULTANTS MUST OBTAIN **A TOTAL OF 80 OR MORE POINTS** TO RECEIVE A WAIVER APPROVAL. CONTRACTORS/CONSULTANTS WILL BE CONSIDERED NON-RESPONSIVE TO THE ENTIRE SOLICITATION UPON DENIAL OF THE SUBCONTRACTING WAIVER REQUEST. FOR MORE INFORMATION OF THE SUBCONTRACTING WAIVER CRITERIA OR FOR ASSISTANCE ON COMPLETING THE SUBCONTRACTING WAIVER REQUEST FORM, PLEASE CONTACT THE OFFICE OF EQUAL BUSINESS OPPORTUNITY AT (561) 616-6840.

THE UNDERSIGNED AFFIRMS/CERTIFIES THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE; I UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE TO THE ENTIRE SOLICITATION.

Signature	Print Name/Title

___ Approved

___ Denied **TOTAL SCORE: _____/100**

Director, Office of Equal Business Opportunity

Office of Equal Business Opportunity
Good Faith Efforts Form

PRIME CONTRACTOR GOOD FAITH EFFORTS

Prime Contractor Name: _____ **Project Name: _____**
Project No.: _____ **Date Submitted: _____**

The Prime Contractor has to demonstrate "Good Faith Efforts" to meet the S/M/WBE goal, which includes the accurate preparation and submittal of this form, and other efforts described in Section 2-80.27 (1.c) of the Equal Business Opportunity Ordinance.

When submitting a Subcontracting Goal - Waiver Request Form, please submit documentation of your efforts indicated below 7 days prior to bid date or proposal due date. The fields below will serve as a guide for the Office of Equal Business Opportunity (OEBO) to evaluate your Good Faith Efforts toward meeting subcontracting goals. We ask that this form is utilized in order to provide uniformity to our process; additional documents can be submitted as support for efforts made. For any questions regarding this document, please contact the Office of EBO at 561-616-6840.

THE PRIME CONTRACTOR SHOULD ONLY SUBMIT THIS INFORMATION IF THE PARTICIPATION PLAN DOES NOT MEET THE CONTRACT GOAL. FAILURE TO SUBMIT THIS INFORMATION MAY RESULT IN THE BID AND/OR PROPOSAL FOUND AS NON-RESPONSIVE TO THE ENTIRE SOLICITATION. PLEASE NOTE THAT METHODS OF CONTACT CANNOT BE THE SAME ON MULTIPLE ATTEMPTS.

Scope of Service	Line Item No.	SMWBE Type for Goal	Certified Firm Name, Address, Phone, Email and Contact Person	Methods of Contact	Number of times contacted	Contact Date(s)	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
		☐ SBE		☐ Phone				
		☐ MBE		☐ E-mail				
		☐ WBE		☐ Fax				
		☐ SMWBE		☐ Pre-Bid				

Authorized Signature: _____ **Date:** _____ **Phone:** _____

Print Name: _____ **Email Address:** _____

Project Name:
Project No.

ANNUAL CONTRACT

THIS CONTRACT is made and entered into on _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "**County**" or **"Owner"** and _____, a _____, whose Federal Tax ID# is _____, hereinafter referred to as the "**Contractor**".

WITNESSETH:

That the said Contractor having qualified to bid work associated with:

ANNUAL CONTRACT –
PROJECT NO.

And in accordance with the Contract Documents and for the promises and mutual consideration specified herein, the Contractor hereby covenants and agrees: 1) to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner; 2) 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 applicable laws, ordinances, codes and governing regulations; and 3) to complete all Work within the time limit specified in each Work Order.

The parties agree that the Contract Documents consist of the following documents that are incorporated herein by reference:

- The Qualification Application;
- The Contract and any amendments thereto;
- General Conditions to the Contract;
- Work Orders, Notices to Proceed and any Change Orders thereto;
- Special Conditions, if any, for each Work Order;
- Instructions to Bidders
- Invitation for Quote/Bid and any Addenda thereto, Completed Quotation Form and Attachments, and Bid Bond (when required) for each Work Order;
- Public Construction Bond and Form of Guarantee (when required) for each Work Order; and
- Technical Specifications, Addenda, Drawings/Plans and any revisions thereto for each Work Order.
- EBO Schedules for each Work Order

The Contractor acknowledges that the Work described in the Contract Documents will be authorized by individual Work Orders under this Annual Contract and no minimum number or dollar value of Work Orders is promised under this Annual Contract. The Contractor agrees to perform each Work Order issued by the County hereunder for the compensation to be established in each Work Order. Each Work Order will also establish the time for completion. The prices named in the individual Work Orders are for a complete project and all expenses, direct or indirect, connected with the proper execution of the Work and of maintaining the same until the project is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate registration, certification, licenses and insurance for performing the specified Work pursuant to this Annual Contract. The time limit for the Substantial Completion of each Work Order issued under this Annual Contract will be the time that is established and

SAMPLE

stated in the Notice to Proceed for each Work Order.

The contract term will commence upon the approval and execution of this Contract by both parties and continue for a period of five (5) years, and additionally it will continue until completion of all phases of the Work for each project awarded under this Contract, unless otherwise terminated as provided for in the Contract. This Contract may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same contract.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

SAMPLE

Project Name:
Project No.

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 an authorized official of the Contractor has made and executed this Contract on behalf of the Contractor. The Contractor represents that it is authorized to execute this Contract on behalf of itself and its Surety.

ATTEST:
JOSEPH ABRUZZO, Clerk & Comptroller

By:_____
Deputy Clerk

APPROVED AS TO LEGAL SUFFICIENCY

_____
Assistant County Attorney

WITNESS:

_____
Signature

_____
Name Printed

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

By:_____
Mayor

APPROVED AS TO TERMS AND CONDITIONS

By:_____
Director
Facilities Development & Operations Department

CONTRACTOR:

_____
Corporate Name

By:_____
Signature of Officer

_____
Print Name

Its:_____
Title

SAMPLE

ADVERTISEMENT FOR QUOTE/BID UNDER ANNUAL CONTRACT

Receipt of Sealed Quotes/Bids. Sealed Quotes/Bids under the County's Annual Contract for_____ will be received by the Board of County Commissioners, Palm Beach County, Florida,until 2:00 P.M. on _____, ("Quote/Bid Due Date") at Palm Beach County Facilities Development and Operations Department, Capital Improvements Division at 2633 Vista Parkway, West Palm Beach, Florida. The Quotes/Bids received by this time will be opened on _____ at 2:00 p.m. at a public meeting at the above address. Only quotes/bids received from qualified contractors will be considered.

Annual Contract –
Project Number:
Architect/Engineer of Record:

General Description of the Project. The Work consists of: _____

Invitation for Quote/Bid. All conditions and requirements for Quote/Bid submission, consideration, and award including S/M/WBE requirements and bonding requirements are contained in the Invitation for Quote/Bid which will be available beginning _____, and may be obtained by sending an email with the Project # in the subject line to: FDO-CID-Bids@pbcgov.org or call (561) 233-0261. Or, the Invitation for Quote/Bid (except for confidential building plans and/or drawings) may be downloaded from the County's on-line Vendor Self-Service (VSS) system at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Confidential building plans and/or drawings may only be obtained by contacting FDO-CID-Bids@pbcgov.org or calling (561) 233-0261.

Mandatory Pre-Bid Conference. Bidders are required to attend a ***Mandatory Pre-Bid Meeting*** to be held on _____, at _____ A.M. at the following location: _____. The purpose of this pre-bid meeting will be to review the requirements for the project. **You must attend this meeting if you intend to bid this work.**

[OR alternative language for non-mandatory pre-bid]
Non-Mandatory Pre-Bid Conference. *Bidders are invited to attend a non-mandatory pre-bid conference to be held on _____, at_____ A.M. at the following location: _____. A site visit will be scheduled at the conclusion of this conference. Attendance at this pre-bid conference is recommended and encouraged.*

Qualification of Contractors. Qualification is required in order to bid for projects under this Annual Contract. A contractor may obtain a Qualification Application for this Annual Contract by sending an email with the Project # in the subject line to: FDO-CID-Bids@pbcgov.org or call (561) 233-0261. Qualification applications may also be downloaded from the County's on-line Vendor Self-Service (VSS) system at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. The contractor must submit the Qualification Application at least 10 days before the Quote/Bid Due Date in order for its quote/bid to be considered.

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

ATTEST:

JOSEPH ABRUZZO, CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

PUBLISH: Palm Beach Post

Sunday:
Sunday:

SAMPLE

INVITATION FOR QUOTE/BID
ANNUAL CONTRACT

DATE: XXXXXXX

SENT TO: Qualified Contractors

On the Annual Contract - _____

SENT FROM: Capital Improvements Division

SENDER: _____

PHONE: 561-233-0283

PROJECT NAME: **********

PROJECT NUMBER: **********

SAMPLE

Mandatory Pre-Bid Conference. There will be a ***Mandatory Pre-Bid Meeting*** at _____, located at XXXXXXXXXXXXXX at **XXXXXX on XXXXXXXXXXXX.** The purpose of this pre-bid meeting will be to review the requirements for the project described in this Invitation for Quote/Bid. **The work is to be done under the terms and conditions of Palm Beach County's Annual Contract - as supplemented by this Invitation for Quote/Bid. You must attend this meeting if you intend to bid this work.**

OR

Non-Mandatory Pre-Bid Conference. *Bidders are invited to attend a non-mandatory pre-bid conference to be held on _____, at_____ A.M. located at _____. The purpose of this pre-bid meeting will be to review the requirements for the project described in this Invitation for Quote/Bid.* ***The work is to be done under the terms and conditions of Palm Beach County's Annual Contract -_____ as supplemented by this Invitation for Quote/Bid.*** *Attendance at this pre-bid conference is recommended and encouraged.*

Questions must be e-mailed to FDO-CID-Bids@pbcgov.org at least seven (7) calendar days prior to the bid due date. Only questions received in writing will be responded to regarding this Invitation for Quote/Bid.

Submitting the Quote/Bid Package

The Quote/Bid Package shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

Project Name:
Project Number:
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, Florida 33411
Attention: Bid Submissions

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

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PROJECT NAME: **********

PROJECT NO.: **********

***DUE:** **XXXXXXXXXXXXXXXXXXXXXX**

* The Quotes/Bids received by this time will be opened at this time at a public meeting at the below address.

RETURN TO: Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

Qualification of Contractors. In order to submit a quote/bid in response to this IFQ/B, a contractor must be qualified under the Annual Contract - . A contractor may obtain a Qualification Application for this Annual Contract by sending an email with the Project # in the subject line to: FDO-CID-Bids@pbcgov.org or call (561) 233-0261. Qualification applications may also be downloaded from the County's on-line Vendor Self-Service (VSS) system at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. The contractor must submit the Qualification Application at least 10 days before the Quote/Bid Due Date in order for its quote/bid to be considered.

1. SCOPE OF WORK: This Quote/Bid is to furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to XXXXXXXXXXXXXXXXX per the specifications provided by Capital Improvements Division in the Invitation for Quote/Bid at **Attachment "C"** and/or available at the pre-bid meeting held on XXXXXXXXXXXXXXX. **Work is to be done under the terms and conditions of Palm Beach County's Annual Contract -, and pursuant to the conditions of the Work Order, both of which are incorporated into the Contract Documents by reference.**

2. SCHEDULE OF TIME FOR COMPLETION. The time of completion for this Project will be as follows: The Contractor shall substantially complete the work within ____ calendar days from the Notice to Proceed from Owner.

[If Liquidated Damages are to apply to this Project include the following Liquidated Damages paragraph *(note to Project Manager – If LDs are to apply LD Calculation Memo must be in the Project file or if LDs do not apply LD Exception Memo must be in the Project File. See PPM# FDO-012)]*

3. LIQUIDATED DAMAGES. Liquidated Damages are $_____/day for failure to achieve certification of Substantial Completion within the Work Order time or approved extension thereof.

4. BID SECURITY AND PUBLIC CONSTRUCTION BOND. Bid Security and Public Construction Bond are required for this Project in accordance with Section 5.2 of the Instructions to Bidders of the Annual Contract as follows:

> **Bid Security**. If Bid is $200,000 or over, this 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, see Section 5.2.2 of the Instructions to Bidders of the Annual Contract for detailed requirements regarding Bid Security.
>
> **Public Construction Bond**. If Bid is $200,000 or over **(or if cumulative open work orders are $200,000 or over)**, then prior to execution of a Work Order, and not later than fourteen (14) calendar days after notification from Owner, the successful Bidder shall furnish a Public Construction Bond in the amount of 100% of the Work Order and Guarantee, see Section 5.2.3 of the Instructions to Bidders of the Annual Contract for detailed requirements regarding the Public Construction Bond and Guarantee.

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5. Equal Business Opportunity Program. Section 5.3 of the Instruction to Bidders of the Annual Contract sets out the requirements of the County's Equal Business Opportunity Program. All Bidders are required to submit with their bid the appropriate EBO Program schedules. EBO Schedules to be submitted with the quote/bid are as follows**:**

a) **Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE 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 Work Order, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is performing any work and/or using any subcontractors.

b) **Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors**. 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.

Attachment "A" identifies the affirmative procurement initiatives (APIs) applicable to this Invitation for Quote/Bid.

If Bidder is unable to comply with the API requirements (Attachment "A" hereto), such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the quote/bid due date If Bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the quote/bid due date, then the quote/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.

6. Failure to Provide the Required Documents after Notification of Award. If after Notification of award from the County, the successful Bidder does not provide within 14 Days of Notification the signed Work Order, the Public Construction Bond and Guarantee (when required), and the required certificates of insurance, the County may: 1. Call in the bid security when provided; 2. Cancel the notification of recommended award and award the project to the next responsive, responsible low bidder; 3. Terminate this Annual Contract for cause; 4. Suspend or debar the Bidder from bidding on future projects for a period of two (2) years, in accordance with the Palm Beach County Purchasing Ordinance; and/or 5. Pursue any and all remedies available against the Bidder for damages resulting from its failure to enter into a Work Order and provide all required documents within 14 Days after notification.

7. CONTRACT AMENDMENTS. The Annual Contract is amended as follows: none.

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BID FORM

PROJECT NUMBER: _____

PROJECT NAME: _____

IN ORDER TO BE DEEMED RESPONSIVE TO THIS INVITATION FOR QUOTE/BID, THE QUOTE/BID PACKAGE MUST CONTAIN:

a) <u>This Quote/Bid Form completed and executed</u>.

b) <u>EBO Schedules 1 and 2 completed and executed.</u>

c) <u>Bid Security</u>. (If the bid is $200,000 or more).

d) <u>Signed Addenda</u>, if any issued

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT $_____

Written amount_____

2. Bidder commits to achieving the APIs applicable to this solicitation as designated on Attachment A and as submitted on its EBO Schedules 1 and 2.

3. Is the Bidder a Palm Beach County certified S/M/WBE? Yes_____ No_____

4. Commercial Non-Discrimination Certification. The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to 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

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comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

5. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee, the award of a Work Order and written notice to proceed within ninety (90) calendar Days of Notification from Owner, absent the filing of a timely bid protest.

6. 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

The undersigned has included the signed addenda, if issued, in its bid package.

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

SAMPLE

QUOTE/BID PROVIDED BY: _____

Contractor Name

_____

Date **Signature**

_____

Print Name and Title

Quote/Bid Must Contain Original Signatures. No Copies or Emailed/Faxed Quotes/Bids Will Be Accepted

ATTACHMENT "A"
(for Asphalt, Demolition, Electrical, Flooring, HVAC, Low Voltage, Painting and Weatherproofing, Roofing)

AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION PROCUREMENT

The API(s) approved for this project are selected below by ☒. 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 APIs.

__X__ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders $100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below $100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

__X__ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

IFQ/B ATTACHMENT B
Include Attachment B if bid is $200,000 or more

PROJECT NUMBER: _____

PROJECT NAME: _____

DATE:_____

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: 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, by and through its Board of County Commissioners, (hereinafter called "County") in the sum of _____ _____ Dollars,($_____), **(which sum is at least 5% of the bid price)**, 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: **(Project Name and Number)**, 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 Owner, 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 Owner.

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".

Bid Bond Must Contain Original Signatures. No Copies Will Be Accepted.

SAMPLE

PROJECT NUMBER: _____

PROJECT NAME: _____

DATE:_____

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 _____, A.D., 20_____.

ATTEST: (SEAL)

_____ _____

(Contractor Name)

_____

Print Name By:_____

(Signature)

TITLE:_____

Print Name and Title:

SAMPLE

ATTEST: (SEAL)

_____ _____

(Surety Name)

_____

Print Name By:_____

(Signature)

TITLE:_____

Print Name and Title:

Bid Bond Must Contain Original Signatures. No Copies Will Be Accepted.

IFQ/B ATTACHMENT C
PROJECT REQUIREMENTS

(Note to Contract Specialist: Attach Project Requirements)

SAMPLE

WORK ORDER

Work Order #XX-XXX
This Work Order incorporates all the terms and conditions of the Annual Contract:
Annual Contract: R-xxxx-xxxx

To: _____
_____
_____
Attention: _____

Project Location:
Project #
Title:
Scope of Work:

Project Completion Date:
Amount of W.O.: $
Requisition Date:
Account Number: (FDO-)
Vendor Code:
District:
Check if applicable:
___ Emergency (attach email authorization from FDO Director)

Acknowledgement: _____
Contractor Date

PBC Representative: _____
Capital Improvements Division Date

Approval: _____
Director, Facilities Development & Operations Date

List APIs applicable to this Contract: _____
If applicable:
SBE Participation to date: __%
M/WBE Participation from Jan. 1, 2019 to present: __%
SBE Participation this W. O.: __%
M/WBE Participation this W. O.: __%

COPIES TO:
___ Contract Development &Control
___ Finance
___ Fixed Assets
___ FD&O Fiscal

SAMPLE

FORM Rev. 8/16/19

PUBLIC CONSTRUCTION BOND

BOND NUMBER _____

BOND AMOUNT _____

CONTRACT AMOUNT _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

CONTRACTOR'S PHONE: _____

SURETY COMPANY: _____

SURETY'S ADDRESS: _____

_____

_____

SURETY'S PHONE: _____

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: _____

PROJECT NUMBER: _____

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: _____

_____

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

_____

_____

_____

_____

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

SAMPLE

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 hereinbelow defined, in the amount of

Dollars ($)

(Here insert a sum equal to the Contract Price)

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 entered into a contract with the County for

Project Name:
Project No.:
Project Description:
Project Location:

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:
LOCATION OF FIRM:
PHONE:

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of _____ _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05, 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 contract; 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 contract; and

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

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

SAMPLE

Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all 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 contract 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 coverages and limitations of this instrument.

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.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere. Dated _____, 20__.

_____	_____
Witness	**Principal** (Seal)
	_____
	(Print Name and Title)
_____	
Witness	_____
	Surety (Seal)
	_____
	(Print Name and Title)

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED

NOTE: If Contractor is a Partnership, all partners must execute bond.

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

SAMPLE

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: _____and Surety Name: _____.

We the undersigned hereby guarantee that the (PROJECT NAME AND 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 Substantial 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. 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) working 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.

DATED_____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

_____
(Contractor Name) (Seal)

By:_____
(**Contractor Signature**)

_____
(Print Name and Title)

_____
(Surety Name) (Seal)

By:_____
(**Surety Signature**)

_____
(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

SAMPLE

CONTRACTOR
GENERAL CONDITIONS
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APPENDIX A

GENERAL CONDITIONS

GC 1 EFFECTIVE DATE/ENTIRE AGREEMENT

1.1 This Contract is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

1.2 This Contract (which consists of the Contract Documents and the Construction Documents) embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

GC 2 INDEPENDENT CONTRACTOR

2.1 Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work.

2.2 Contractor shall act as an independent contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform all Work in accordance with its own methods subject to compliance with the Contract. Contractor represents that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the Owner is an **intended express third party beneficiary** of any such subcontract.

2.3 Except as specifically and expressly provided for herein, 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.

GC 3 AUTHORIZED REPRESENTATIVES

3.1 Before starting Work, Contractor shall designate a competent, authorized representative acceptable to Owner to represent and act for Contractor and shall inform Owner in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitations of such authority. At the Preconstruction Conference, Contractor shall provide resumes of key personnel for Owner's approval. Contractor shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of work at all times when Work is actually in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency Work which may

be required. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law. The Owner designates the Facilities Development and Operations Department Capital Improvements Director, or designee, as the authorized contract representative who has limited authority to act for the Owner ("Owner's Authorized Representative"). Facility Users (as that term is defined in SC2 of the Special Conditions) are not authorized Owner representatives. Any Work performed by the Contractor without proper authorization or at the sole direction of a User, is performed at the Contractor's risk, and the County shall have no obligation to compensate the Contractor for such Work. The Owner has the right to assign various responsibilities of the Owner to the Architect/Engineer of Record, and can do so at any time during the duration of this Contract with written notice to the Contractor. The Architect/Engineer of Record will provide answers to RFIs, issue Field Bulletins and Field Instructions, and other related duties, and the Contractor agrees to cooperate with the Architect/Engineer.

3.2 The Contractor's Authorized Representative, qualifying agents, project managers, superintendents and supervisors are all subject to prior and continuous approval of the Owner. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above is, for any reason or no reason at all, unacceptable to the Owner, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner at no additional cost to the Owner.

GC 4 NOTICES

4.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite or by certified mail to that party at the addresses shown below:

OWNER: Palm Beach County
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604
Attn: Mr. Fernando Del Dago, AIA, Director

With a copy to:
County Attorney's Office
301 N. Olive Avenue, 6th Floor
West Palm Beach, FL 33401

CONTRACTOR: (To be identified after award)

4.2 These addresses may be changed by either of the parties by written notice to the other.

GC 5 LAWS AND REGULATIONS

5.1 Contractor and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules or regulations in effect at the time Work is performed under this Contract.

5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, Contractor shall immediately notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance will be made.

5.3 If any discrepancy or inconsistency should be discovered between the Contract and any law, ordinance, regulation, order or decree, Contractor shall immediately report the same in writing to Owner who will issue such instructions as may be necessary.

5.4 However, it shall not be grounds for a Change Order that the Contractor was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

5.5 Owner shall not be liable for any costs, delays or damages which Contractor incurs as a result of the actions or orders of any other governmental entity or agency.

GC 6 STANDARDS AND CODES

6.1 Wherever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes or between any referenced standards and codes the Owner will determine which shall govern. Contractor acknowledges that compliance with code requirements represents minimum standards for construction and is not evidence that the Work has been completed in accordance with the Contract.

GC 7 CODE RELATED INSPECTIONS

7.1 The Contractor recognizes that the Palm Beach County Department of Planning, Zoning, and Building (PZ&B) is a separate department within the County that is charged with the inspection of improvements to real property for code compliance. If the improvements to be made by the Contractor pursuant to this Contract will be subject to inspection by PZ&B, the Contractor agrees that it will not assert as a County caused delay or as a defense of any delay on the part of the Contractor, any good faith action or series of actions on the part of PZ&B, including, but not limited to PZ&B's refusal to accept any portion of the Contractor's Work.

GC 8 GOVERNING LAW

8.1 This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to the Contract shall be proper only in a state court of competent jurisdiction in Palm Beach County Florida.

GC 9 RIGHTS AND REMEDIES; NO THIRD PARTY BENEFICIARIES

9.1 The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available at law or in equity or by statute or otherwise.

9.2 Except as specifically and expressly provided for herein, 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.

GC 10 COMMERCIAL ACTIVITIES

10.1 Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Owner. Contractor shall not allow its employees to engage in any commercial activities on the site.

GC 11 COOPERATION WITH OTHERS

11.1 Owner and other contractors and subcontractors may be working at the site during the performance of this Contract. Contractor shall fully cooperate with the Owner, Owner's Authorized Representative, and other contractors to avoid any delay or hindrance of their Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

11.2 If any part of the Contractor's Work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report such discrepancies or defects shall constitute an acceptance of the Owner's separate contractors' work as fit and proper to receive its Work, except as to defects which may subsequently become apparent in such work performed by others. Any costs caused by defective or ill-timed work of others shall be borne by the Contractor unless Contractor gives written notice to Owner, if reasonably possible, prior to proceeding with the Work and in any event within three days of commencement of Work. In no event shall the Owner be liable to the Contractor for delay damages.

GC 12 FORMS AND DOCUMENTS

12.1 The below listed documents are to be used by the Contractor and Owner during the administration of this Contract. Additional administrative forms may supplement this list upon written notice by the Owner (or Owner's Authorized Representative). Owner reserves the right to

modify these forms as it deems necessary. Contractor shall maintain logs for Items A-I and provide to Owner monthly.

A. Request for Information
B. Field Instruction
C. Field Bulletin
D. Construction Change Proposal
E. Change Order
F. Construction Change Directive
G. Submittal Transmittal
H. Deficiency Report
I. Non-Conformance Report
J. Contractor's Daily Report
K. Substitution Request Form
L. Application for Payment
M. EBO Schedule 1
N. EBO Schedule 2
O. EBO Schedule 3 (Subcontractor Activity Form)
P. EBO Schedule 4 (Subcontractor Payment Certification)
Q. Living Wage Notice for Posting
R. Certification of Compliance – Living Wage Ordinance

12.2 The above listed forms are attached as Appendix A to these General Conditions.

GC 13 PUBLICITY AND ADVERTISING

13.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Owner.

GC 14 TAXES

14.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the termination or expiration of this Contract.

GC 15 FEES

15.1 Owner will be responsible for the following fees associated with this Project: utility connection fees, utility installation fees (including FPL), and water meter charges except for fees/permits associated with Contractor mobilization which have not been waived by Owner. Contractor shall advise Owner ten (10) days in advance of requirement for any fee amount. Water and/or sanitary sewer service capacity charges will also be paid directly by the Owner. There are

no impact fees pursuant to Palm Beach County's Impact Fee Ordinance associated with this Project.

GC 16 UTILITIES

16.1 The Contractor shall, at its expense, arrange for, develop and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by Contractor at no additional cost to the Owner, and shall include, but not be limited to, the following:

A. Public telephone service for the Contractor's use.
B. Construction power as required at each point of construction.
C. Water as required throughout the construction.

16.2 Prior to County's final acceptance of the Work the Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The Owner will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

16.3 The Owner will pay the user fee for water meter(s). The Contractor will include in the base bid the labor, material and equipment costs to install the meter(s).

16.4 Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings' requirements required by utility companies. Owner will assume utility costs at Substantial Completion.

GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

17.1 The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without the prior written consent of the Owner and concurred to by the sureties.

GC 18 EXAMINATION OF CONTRACTOR'S RECORDS

18.1 The Owner shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof.

GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

19.1 The Contractor represents that the Contractor, subcontractors, material and equipment suppliers have compared phasing, demolition, architectural, structural, mechanical, electrical, plumbing, civil and site drawings and specifications and have compared and reviewed all general and specific details on the drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractors, trades persons, manufacturers or other parties required to carry out the Work involved in this Contract, have been either corrected or clarified prior to execution of this Contract.

19.2 The Contractor represents that the Contract Sum represents the total cost for complete and functional systems as depicted in or reasonably inferable from the plans and specifications and therefore, the Contractor's review and comparison of all drawings has taken into consideration the total and complete functioning of all systems.

GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

20.1 The Contractor shall provide the Owner with two (2) complete sets of the permitted drawings and addendum within five (5) days of issuance by the appropriate building official. If the permitted set of drawings changes the scope of the Work to be performed, the Contractor shall notify the Owner, and Architect/Engineer of Record within thirty (30) days of receipt of the permitted drawings and such notification shall contain a written description of the change and the cost and time associated with such change, if any. Failure to provide such notice within thirty (30) days shall be a complete waiver by the Contractor of all additional cost and time and the Contractor shall perform the Work at its expense and complete the Work in accordance with the schedule and in no event shall Contractor recover delay or consequential damages.

20.2 The Contractor shall, immediately upon receipt of the permitted drawings, check all drawings furnished and shall promptly notify Owner of any illegibility, errors, omissions or discrepancies discovered in such drawings. The Contractor shall perform Work only in accordance with the permitted drawings and any subsequent revisions thereto. The Contractor will be furnished free of charge five (5) copies of drawings, Contract Documents and Construction Documents at the Pre-Construction Meeting. Additional copies will be furnished at the cost of reproduction, postage and handling. Contractor shall maintain at the site of the Work a copy of the permitted drawings and specifications kept current with all changes and modifications and shall at all times give Owner, as well as all trades performing at the Project, access thereto.

GC 21 CONTRACT INTERPRETATION

21.1 All claims of Contractor and all questions the Contractor may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately in writing to Owner for resolution. Owner, or its representatives, will render its determination concerning such resolution, which determination shall be considered final and conclusive unless Contractor files a written protest pursuant to GC 22 "DISPUTES". The Contractor's protest shall state clearly and in detail the basis thereof. Owner will consider Contractor's protest and render its decision thereon within twenty-one (21) calendar days. If Contractor does not agree with the Owner's decision, the Contractor shall immediately deliver written notice to that effect to the Owner.

21.2 Contractor is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Contractor's failure to protest Owner's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

GC 22 DISPUTES

22.1 Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and Owner or its representatives. At all times, Contractor shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Owner or its representatives, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Owner or its representatives who shall reduce such decision to writing. The decision of the Owner or its representatives shall be final and conclusive. Contractor's failure to protest Owner's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

22.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

GC 23 SUSPENSION

23.1 Owner may, at its sole option, decide to suspend at any time the performance of all or any portion of Work to be performed under the Contract. Contractor will be notified of such decision by Owner in writing. Such notice of suspension of Work may designate the amount and type of plant, labor and equipment to be committed to the work site. During the period of suspension, Contractor shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

23.1.1 Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

1. immediately discontinue Work on the date and to the extent specified in the notice;
2. place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;
3. promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Owner, of all orders, subcontracts and rental agreements to the extent they relate to performance of Work suspended;
4. continue to protect and maintain the Work including those portions on which Work has been suspended, and
5. take any other reasonable steps to minimize costs associated with such suspension.

23.1.2 As full compensation for such suspension, Contractor will be reimbursed for the following verifiable costs (without profit), without duplication of any item, to the extent that such costs directly result from such suspension of Work:

1. A standby charge to be paid to Contractor during the period of suspension of Work which standby charge shall be sufficient to compensate Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
2. All reasonable costs associated with mobilization and demobilization of Contractor's plant, forces and equipment;
3. An equitable amount to reimburse Contractor for the cost of maintaining and protecting that portion of the Work upon which Work has been suspended; and
4. If as a result of any such suspension of Work the cost to Contractor of subsequently performing Work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of Work.

23.2 In no event shall the Contractor be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula or otherwise, in the event of an Owner suspension. Upon receipt of notice to resume suspended Work, Contractor shall immediately resume performance of the suspended Work to the extent required in the notice. Any claim on the part of Contractor for time and/or compensation arising from suspension shall be made within twenty-one (21) calendar days after receipt of notice to resume Work and Contractor shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Contractor non-compliance with the requirements of this Contract.

GC 24 DECLARATION OF DEFAULT

24.1 The failure of the Contractor to supply enough properly skilled workers or material, or to make prompt payment to subcontractors or for materials or labor or to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or to comply in any way with the Contract, shall be sufficient grounds for the Owner to find the Contractor in substantial default and that sufficient cause exists to terminate the Contract and to withhold payment or any part thereof until the cause or causes giving rise to the default have been eliminated by the Contractor and approved by the Owner. If a finding of default is made, the Contractor and its Surety shall remain responsible for performance of the requirements of the Contract unless and until the Owner terminates the Contract. Upon a finding of default, the Owner shall set a reasonable time within which the Contractor and its surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the Owner shall notify the Contractor and its surety in writing that the default has been corrected and that the Contractor is no longer in default. If the Contractor fails to correct the default within the time allowed, the Owner may terminate the Contract and the employment of the Contractor, without otherwise waiving its rights against the Contractor or its surety.

GC 25 TERMINATION FOR DEFAULT

25.1 Notwithstanding any other provisions of this Contract, Contractor shall be considered in default of its contractual obligations under this Contract if it:

A. Performs Work which fails to conform to the requirements of this Contract;
B. Fails to meet the Contract schedule or fails to make progress so as to endanger performance of this Contract;
C. Abandons or refuses to proceed with any or all Work including modifications directed pursuant to the clause entitled "CHANGES"; or
D. Fails to fulfill any of the terms of this Contract.

25.2 Upon the occurrence of any of the foregoing, Owner or its authorized representatives shall notify Contractor in writing of the nature of the failure and of Owner's intention to either terminate the Contract for default in whole or in part, or to declare the Contractor to be in default and make demand upon its surety to perform, at its sole option.

25.3 If Contractor or its surety(ies) does not commence to cure such failure within three (3) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Contractor or its surety(ies) fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Contractor's surety(ies), if any, terminate in whole or in part Contractor's right to proceed with Work by written notice and prosecute the Work to completion by contract or by any other method deemed expedient. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the Work.

25.4 Contractor and its sureties, if any, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for liquidated damages.

25.5 Upon termination for default Contractor shall:

A. immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of Work terminated;

B. inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Contractor or provided by Owner for performance of Work;

C. promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Owner as directed;

D. cooperate with Owner in the transfer of information and disposition of Work in

progress so as to mitigate damages;

E. comply with other reasonable requests from Owner regarding the terminated Work; and

F. continue to perform in accordance with all of the terms and conditions of the Contract such portion of Work that is not terminated.

25.6 If, upon termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "TERMINATION FOR CONVENIENCE".

GC 26 TERMINATION FOR CONVENIENCE

26.1 Owner may, at its option, terminate the Contract, in whole or in part at any time for any reason or for no reason by providing ten (10) business days written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the termination for convenience, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Contractor, Owner shall pay Contractor in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

A. Upon receipt of any such notice, Contractor and its surety shall, unless the notice requires otherwise:
   1. Immediately discontinue Work on the date and to the extent specified in the notice;
   2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
   3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
   4. The Contractor agrees to assign all subcontracts required for performance of this Contract to the Owner;
   5. The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor or supplier, to consent to the assignment of their Subcontract to the Owner;
   6. Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
   7. Complete performance of any Work which is not terminated.

   B. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):

1. All amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, and for Work thereafter completed as specified in such notice.
2. The reasonable cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subparagraph A.3. above.
3. Any other reasonable costs which can be verified to be incidental to such termination of Work.

26.2 The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all Work satisfactorily performed to date of termination by Contractor.

26.3 Contractor shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the Contract price including all incurred costs described herein. Owner shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

27.1 If the Contractor's performance of this Contract is delayed, which delay is beyond the reasonable control and without the fault or negligence of the Contractor or its subcontractors, or by changes ordered in the Work and in either event where such delay or change in the Work impacts the Critical Path, then the Contract time shall be extended by Change Order as determined by the Owner.

27.2 The Contractor must request the extension of time in writing and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter stated, shall constitute a waiver by the Contractor and a denial of the claim for extension of time:

A. Nature of the delay or change in the Work;
B. Dates of commencement/cessation of the delay or change in the Work;
C. Activities on the progress schedule current as of the time of the delay or change in the Work affected by the delay or change in the Work;
D. Identification and demonstration that the delay or change in Work impacts the Critical Path (submittal of CPM schedule);
E. Identification of the source of delay or change in the Work;
F. Anticipated impact extent of the delay or change in the Work; and
G. Recommended action to minimize the delay.

27.2.1 The Contractor acknowledges and agrees that the evaluation of time extensions will be based upon the following criteria:

1. All schedule updates, submittals and other requirements of this General Condition have been met;
2. The delay must be beyond the control of the Contractor and subcontractors and due to no direct or indirect fault of the Contractor;
3. The delay which is the subject of the time extension must result in a direct

delay to the Critical Path;

4. The schedule must clearly display that the Contractor has used, in full, all the float time, except for Owner initiated changes. Float time is not for the exclusive use of either the Contractor or the Owner; and
5. If adverse weather conditions are the basis for a claim for additional time, such claim shall be submitted within thirty (30) days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

27.3 The Owner's determination as to the total number of days of contract extension will be based upon the computer produced construction schedule current at the time of the delay event.

27.4 The Contractor shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Owner in writing within twenty-four hours (24) after the commencement of such delay or 96 hours of knowledge of a potential delay, whichever is earlier. In any event, within seven (7) days of commencement of the delay, the Contractor shall provide in writing the information stated above.

27.5 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.

27.6 For all changes in the Work in which the Contractor claims entitlement to a time extension, the Contractor shall provide to the Owner the same information as required above within seven (7) days of the issuance of the request for Change Order or direction to change the scope of the Work and the Contractor's failure to provide such information shall constitute a waiver by the Contractor and a denial of any time extension for that change in the Work. Further, upon execution by the Owner of any Change Order where no time extension has been requested and/or granted, that Change Order shall constitute a complete waiver of all claims for dollars or for any extension of time related to that Work, or any Work impacted by the change.

GC 28 WARRANTY

28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new and, where not specified, of the highest grade of quality for their intended use, and all workmanship shall be in accordance with

construction drawings and specifications.

28.2 Unless otherwise provided in the Contract, Contractor warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials and workmanship for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after substantial completion of the Work under the Contract, regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier. In the event that the Owner assumes partial utilization of portions of the Work prior to completion of all Work, the Warranty for that portion shall also extend for twelve months from substantial completion of that portion of the Work, if and only if the Owner has exclusive use of the area. If the Owner does not have exclusive use of the area, the warranty period shall extend for twelve months from substantial completion of the last portion of the Work.

28.3 Upon receipt of written notice from Owner of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time and in a manner acceptable to Owner.

28.4 Owner and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

28.5 Contractor warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair, replacement and tests, Owner may perform or cause to be performed the same at Contractor's expense.

Contractor shall perform such tests as Owner may require verification that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Contractor.

28.6 The Contractor shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by FAX or email) notice from the Owner. If the Contractor fails to remedy or remove or replace that Work or material which has been found to be defective, then the Owner may remedy or replace the defective or deficient Work at the Contractor's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Contractor shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Contractor shall immediately pay the expenses incurred by the Owner for remedying the defects. If the Owner is not paid within ten (10) calendar days, the Owner may pursue any and all legal or equitable remedies it may have against the Contractor.

28.7 The Contractor is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Contractor is solely responsible for

ensuring that all warranty Work is completed in the manner described above. If the Owner agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Contractor of his responsibility.

28.8 The terms of this section shall not modify, restrict or limit the County's other available remedies or restrict, limit or be construed as the sole or exclusive remedy for defective performance or failure to meet Contract obligations. This section shall not relieve the Contractor of its responsibilities for the performance of the original Work in accordance with the requirements of the Contract Documents and will not limit the County's remedies at law, in equity or under Contract.

Additionally, the terms of a later signed manufacturer's warranty shall not modify or abridge the Contractor's warranties (express or implied), Contractor's performance, or Contractor's duties and liabilities under the Contract Documents and shall not limit or restrict the County's remedies or damages at law, in equity, or under contract.

28.9 Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the Contract Documents and the warranties therein and any damage to other parts of the Work caused by the Contractor's failure to perform pursuant to the Contract Documents and this general condition.

28.10 The provisions of this section shall survive the termination or expiration of this Contract.

GC 29 PATENT INDEMNITY

29.1 Contractor hereby indemnifies and shall defend and hold Owner and its representatives harmless from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Contractor, or out of the processes or actions employed by, or on behalf of Contractor in connection with the performance of the Contract.

29.2 Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or Owner's representatives. Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

29.3 This section shall survive the termination or expiration of this Contract.

GC 30 INDEMNITY

30.1 Contractor shall indemnify and hold harmless the Owner and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

30.2 To the extent permitted by, and in accordance with, F.S. 725.06, Contractor further agrees that "damages, losses and costs," includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

30.3 To the extent permitted by, and in accordance with, F.S. 725.06, for purposes of indemnity, the "persons employed or utilized by the Contractor" shall be construed to include, but not be limited to, the Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of the Contractor.

30.4 The indemnification provisions of this section shall survive termination or expiration of this Contract.

30.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all claims against County by any third party or third party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

30.6 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

GC 31 INSURANCE

31.1 General Requirements. Contractor shall, at its sole expense, maintain in force and effect at all times during the term of this Contract, and throughout the performance of Work hereunder, at least the insurance coverage, limits, and endorsements set forth in this article and the Insurance Coverage & Limit Table. The requirements herein, as well as County's approval of insurance are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract. Where permitted by the carrier, coverage shall apply on a primary and non-contributory basis

31.2 Commercial General Liability. Contractor shall maintain a standard ISO version Commercial General Liability form policy with coverage including bodily injury and property damage, Premises/Operations, Products/Completed Operations for at least five (5) years after completion, Independent Contractors, Contractual Liability, Broad Form Property Damage, Explosion, Collapse and Underground Hazards (XCU), and Severability of Interests including Cross Liability.

31.3 Business Automobile Liability. Contractor shall maintain a standard ISO version Business Automobile Liability coverage for all owned, non-owned and hired automobiles.

31.4 Workers' Compensation & Employer's Liability. Contractor shall maintain Workers' Compensation Insurance & Employer's Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers' Act when any Work is on or about contiguous to navigable bodies of water, covering all employees.

31.5 Special Risks Insurance. The Contractor shall maintain the following insurance coverage if applicable to the Work:

31.5.1 Watercraft Liability. With respect to any Work on or about contiguous, navigable bodies of water the Contractor shall maintain Watercraft liability or Protection and Indemnity insurance.

31.5.2 Aircraft Liability. With respect to any of the Work involving aircraft, including drones and fixed-wing helicopters, whether owned, hired, or borrowed, the Contractor shall maintain Aircraft Liability insurance. Passenger Liability coverage shall be included when persons other than the pilot and crew are occupying such aircraft.

31.5.3 Builder's Risk. Prior to the commencement of any construction work, Contractor shall obtain and evidence coverage under a Builder's Risk insurance policy. The policy shall include coverage for the completed value of the Project and extend coverage to materials located away from the Project site and/or in transit. Coverage shall be written on an All-Risk, Replacement Cost basis. 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 all-other-perils deductible shall not exceed $10,000, and the wind deductible shall not exceed five percent (5%) of the completed value.

Partial Occupancy or use of the Work shall not commence until insurance company or companies providing coverage 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 signed acceptance by County, or until Contractor and County mutually consent to the termination, whichever occurs first. The Contractor shall be responsible for policy deductibles, coinsurance penalty, or self-insured retention including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

31.5.4 Installation Floater. With respect to property with values in excess of $100,000 which is rigged, hauled, or situated at the site pending installation, and not covered by a builder's risk policy, Contractor shall maintain inland marine property insurance such as an installation floater.

31.6 Satisfying Limits under an Umbrella Policy. Contractor may satisfy the minimum limits required 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 coverage. The County shall be endorsed as an "Additional Insured" on the Umbrella or Excess Liability; unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

31.7 Additional Insured. The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability using the CG 2026, Designated Person or Organization endorsement and an equivalent endorsement on the Business Auto Liability policy. The endorsement shall identify "Palm Beach County Board of County Commissioners" as the Additional Insured.

31.8 Loss Payee. The Contractor shall endorse the County as a Loss Payee on the Builder's Risk and/ or Installation Floater. The endorsement shall identify "Palm Beach County Board of County Commissioners" as a Loss Payee.

31.9 Waiver of Subrogation. Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

31.10 Right to Review. County, by and through its Risk Management Department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally. In such event, County shall provide Contractor written notice of such adjusted limits, and Contractor shall comply within thirty (30) days of receipt thereof and be responsible for any premium revisions as a result of any such reasonable adjustment.

31.11 Failure to Evidence Insurance. The County shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until evidence of 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.

31.12 Certificates of Insurance. Evidence of insurance in compliance with these requirements shall be provided to County, unless otherwise specified, upon execution, renewal or amendment of this Contract, within forty-eight (48) hours of a request by COUNTY, and prior to the expiration

of any of the required coverage throughout the term of this Contract. The Certificate shall be issued to:

Palm Beach County Board of County Commissioners
c/o Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

31.13 Deductibles, Coinsurance Penalties, & Self-Insured Retention. The Contractor shall be 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.

31.14 Subcontractor's Insurance. The Contractor shall require each subcontractor to evidence insurance prior to being permitted to work on the project, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by County, the Contractor shall provide evidence of subcontractor's insurance to County.

31.15 Insurance Coverage & Limit Table. The Contractor shall maintain at a minimum the limits of liability indicated in the Insurance Coverage and Limit Table below:

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	**CONTRACTS LESS THAN $500,000**	**CONTRACTS $500,000 OR MORE**
COMMERCIAL GENERAL LIABILITY: Limit of Liability not less than: Additional Insured endorsement required:	$500,000 per occurrence Yes	$1,000,000 per occurrence Yes
COMPREHENSIVE AUTO LIABILITY: Limit of Liability not less than:	$500,000 per occurrence	$1,000,000 per occurrence
WORKERS' COMPENSATION & EMPLOYER'S LIABILITY: Coverage not less than: Employers Liability Limits:	Statutory $500,000/$500,000/$500,000	
WATERCRAFT LIABILITY: Limit of Liability not less than: Additional Insured endorsement required:	$5,000,000 per occurrence Yes	
AIRCRAFT LIABILITY: 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	
INLAND MARINE COVERAGE: Limit not less than: Additional Insured & Loss Payee endorsements required:	Highest value exposed during the construction project. Yes	
BUILDER'S RISK:		

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 coverage until final acceptance of the Project by Certificate of Occupancy by the Owner.	Yes
Additional Insured & Loss Payee endorsements required:	Yes

GC 32 SITE CONDITIONS

32.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability, quantity and quality of labor; familiarity with local and regional market and industry conditions including labor skill level and availability; water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted on Construction Documents, and through verification with local utility companies and the Owner; physical conditions of existing construction, topography and ground surface conditions; to the extent identified in the Project Geotechnical Study and Report, Environmental Study and Report, or other documentation made available to the Contractor, subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which can in any way affect performance of the Contract, or the cost associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract.

GC 33 DIFFERING SITE CONDITIONS

33.1 Contractor shall notify Owner, within 24 hours of discovery, in writing and before proceeding with any Work which Contractor believes constitutes a differing site condition with respect to: (1) subsurface or latent physical conditions at the jobsite differing materially from those indicated in this Contract; or (2) unknown physical conditions at the jobsite, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

33.2 Owner will, as promptly as practicable, investigate such conditions and if it determines that such conditions do materially so differ and cause an increase or decrease in Contractor's cost of or the time required for performance of any part of any Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. No claim of Contractor under this clause will be allowed unless Contractor has given the required notice.

GC 34 ACCESS TO WORK AREAS

34.1 Owner, and its duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof

shall, at all reasonable times, for the purpose of determining compliance with Contract requirements and permits, have access to such areas and the premises used by Contractor. Contractor shall also arrange for Owner, its said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

34.2 Contractor's accesses to the site and storage areas shall be as shown on the plans and as designated by the Owner. Access routes may also be used by County employees, the public and other contractors. No other access points shall be allowed unless approved by the Owner. All contractor traffic authorized to enter the site shall be experienced in the route or guided by contractor personnel. The Contractor is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic.

GC 35 CONTRACTOR INGRESS AND EGRESS

35.1 Contractor's access to the work area will be permitted only through approaches which will be designated by Owner, and then only in such manner that Contractor's traffic will not interfere with Owner's operations. Contractor shall, at all times, maintain free unimpeded ingress and egress at the site. Contractor personnel are not to enter into any areas of the jobsite other than work areas and areas of designated access.

GC 36 PRECONSTRUCTION CONFERENCE

36.1 As soon as practicable after award of this Contract and prior to commencing any Work, a pre-construction conference will be arranged by the Owner. In attendance at said conference will be Owner and any of its representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project and to review any items requiring clarification. Procedures for processing and distribution of all documents and correspondence related to the Contract will be established. A schedule of values (conforming to the requirements of GC 68) must be submitted to the Owner no later than the time and date of the pre-construction conference.

GC 37 CONTRACTOR MEETINGS

37.1 The Contractor shall, at its expense, as requested by Owner, attend any and all meetings called by Owner to discuss the Work under the Contract. Such meetings shall be conducted and recorded by the Owner with typed minutes of each meeting distributed to all attendees.

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

39.1 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Contract. The storage facilities, methods of storing and security provisions shall meet Owner's approval and manufacturer's recommendations. Materials and equipment subject to degradation

by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.

GC 40 CONTRACTOR'S WORK AREA

40.1 All Contractors' work areas on the jobsite will be assigned by Owner. Contractor shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Contractor shall provide a temporary office on the site of the Work, which shall have a telephone where a representative of the Contractor may be reached at all times during normal working hours. Should Contractor find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Contractor shall, at its expense, provide and make its own arrangements for the use of such additional land.

GC 41 CONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES

41.1 Contractor shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of Work and materials required by the Contract and within the time or times specified in the Contract. Before proceeding with any Contract Work or with erection of any facilities, including but not limited to temporary structures, machinery, equipment, offices and warehouses, Contractor shall furnish Owner such information and drawings relative to such equipment, plant facilities as Owner may request.

41.2 Upon written order of Owner, Contractor shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site. Contractor shall not remove construction plant or equipment from the site before the Work is finally accepted without Owner's written approval. Such approval shall not be unreasonably withheld.

GC 42 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

42.1 Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by Owner to order removal of rejected materials and equipment shall not relieve Contractor from responsibility for quality of the materials supplied or from any other obligation under the Contract.

42.2 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Contractor's negligence to foresee means of installing equipment into position inside structures.

42.3 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract drawings and specifications will be acceptable regardless of Owner's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Contractor from responsibility for the quality and securing progress of Work as required

by the Contract. The Owner shall notify the Contractor of defective or unacceptable Work if the Owner discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the General Conditions Section entitled, "WARRANTY". No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

42.4 Contractor shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Contractor or its subcontractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Contractor shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.

42.5 Owner will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by Contractor for incorporation into the Work will be by Owner. This function by Owner will apply both to approvals for the Contract as initially signed, and to approvals for changes to the Contract by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise and in accordance with GC 43 below.

42.6 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Contractor shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract.

GC 43 SUBSTITUTIONS

43.1 Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Owner's interest, and will in no way impact detrimentally upon the Project completion date and schedule.

43.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data and certificates and additional information as may be required by the Owner for proposed substitute items as required by GC 46 "CONTRACTOR FURNISHED DRAWINGS, DATA & SAMPLES".

43.3 Any item by a manufacturer other than those specified or of brand name or model number or

of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Contractor shall allow an additional 15 days for Owner's review of substitution. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time Contractor must order, purchase or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

43.4 If Owner rejects Contractor's substitute item on the first submittal, Contractor may make only one additional request for substitution in the same category. On the second request, and all future requests, the Contractor shall be invoiced the expenses (including Owner, and Design Professionals cost and overhead) involved in reviewing submittal data.

GC 44 EXPEDITING

44.1 The equipment and material furnished under this Contract may be subject to expediting by Owner. Owner shall be allowed reasonable access to the shops, factories, and other places of business of the Contractor and its subcontractors and suppliers, for expediting purposes. As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting and Contractor shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Contract.

GC 45 FIELD LAYOUT OF WORK

45.1 All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Construction Drawings or as approved by the Owner 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.

45.2 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 its expense. The Contractor shall establish all base lines for the location of the principal component parts of the Work together with permanent bench marks and temporary bench marks adjacent to the Work. Based upon the information provided by the Construction Drawings, the Contractor shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Construction Drawings, location of property boundaries, stakes for all working points, lines and elevations. Contractor shall furnish survey, sketch and legal necessary for utility easements.

45.3 The Contractor shall have the responsibility to carefully preserve all bench marks, reference points and stakes. In case of destruction thereof by the Contractor resulting from its negligence, or for any other reason, Contractor shall be held liable for any expense and damage resulting therefrom 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 course of construction shall be re-established by the Contractor, and all reference ties recorded therefore shall be furnished to the Owner. All computations necessary to establish the exact position of the Work shall be made and preserved by the Contractor.

GC 46 CONTRACTOR FURNISHED DRAWINGS, DATA AND SAMPLES

46.1 Review and permission to proceed by Owner 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 Owner for review, shall be submitted attached to forms provided by Owner.

46.2 Transmittals from the Contractor to the Owner 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 the Contract."

_____ _____

SIGN DATE

"XYZ Construction Company"

46.3 Drawings

> **46.3.1** 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 originally generated and 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. Contractor must allow at least 21 calendar days for review by Owner. 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.

46.3.2 For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the Owner by and at the expense of the Contractor. The Owner 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 Owner's review comments will be returned to the Contractor. A reproducible copy of the drawings equal to or less than 11" x 17" is not necessary, but five copies of the unfolded drawings must be transmitted to the Owner.

46.3.3 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 Owner approves any such variation(s), it will 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.

46.3.4 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.

46.3.5 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. Owner 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. Make corrections noted. No re-submittal.
3. Make corrections noted. Resubmit.
4. Rejected.
5. Not required for review.

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

46.4 Samples

46.4.1 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.

46.4.2 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. Contractor must allow at least 21 calendar days for Owner'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.

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

46.5 Catalogues, Data and Certificates

46.5.1 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 twenty-one (21) calendar days for Owner's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any Work without such review.

46.5.2 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 specifications, on forms provided by the Owner. Owner will conduct a review of Contractor's catalogues, data, and certificates and one copy marked with the review comments listed above will be returned to the Contractor.

GC 47 CONSTRUCTION SCHEDULE

47.1 For projects valued at less than $500,000 or have a total construction time of less than 120 days, a bar chart type schedule may be submitted in lieu of the CPM schedule specified below. All other requirements regarding content, submittals, and updates shall remain.

47.2 The Project shall be monitored by a detailed critical path method scheduling system. This system shall be the basis for the evaluation of all Contractor performance. The Contractor shall, at least seven (7) calendar days prior to the pre-construction conference, submit to Owner for acceptance a short-term Schedule in the form of a 3-month bar chart indicating the initial activities

of the Project including submittals. This short-term Schedule must be accepted by the Owner prior to application for the first progress payment. The Contractor, shall within (30) calendar days from and after the Contractor's receipt of written notice to proceed, and before the first progress payment is approved for payment by the Owner, submit to Owner for acceptance a detailed fabrication and construction schedule based on a critical path analysis of construction activities and sequential operations needed for the orderly performance and completion of any separable parts of any and all Work in accordance with the Contract (the Critical Path or CPM schedule). The total project duration of the CPM schedule shall equal the contract duration(s) specified in the Bid Form.

47.3 The CPM schedule and all reports shall be prepared with computer software by Microsoft Project, Primavera Project Planner, or Primavera SureTrak.

47.4 The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other contractors at the site of Work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Contractor furnished material and equipment. The schedule shall be a Critical Path Method (CPM) type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

The construction schedule shall include the following:

1. Brief description of each activity.
2. All submittals, samples, approvals, fabrication, and deliveries for equipment and materials. Allow no more than 60 days float between submittal approval and beginning of fabrication.
3. Activities showing scheduled start and finish, late start and finish, and float.
4. Relations between activities.
5. Duration of activities. No activity should be scheduled for more than 20 workdays, unless approved by the Owner.
6. Contractual and other major milestones including phasing.
7. Schedule activities to include labor and material.
8. An allowance for delays due to weather. Contract time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
9. Owner activities or activities by others which will affect the Contractor’s Work.

47.5 Upon acceptance of the original CPM Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the Owner.

47.6 The detailed CPM schedule submittal shall include five (5) color copies of the following:

1. Time Scaled Network Diagram.
2. Bar Chart in the following formats:
   Sorted by activity

Sorted by total float
Sorted by early start

3. Precedence and successor report
4. Narrative report, if requested by Owner's Authorized Representative.
5. Electronic copy. (One copy)
6. Submittals shall be organized under Standard CSI format.

47.7 The detailed CPM Schedule shall be updated monthly and submitted along with an updated computer diskette with the Application for Payment. Contractor shall meet with the Owner and Architect/Engineer of Record to review and verify:

1. Actual start and finish dates for completed activities.
2. Remaining duration required to complete each activity started, scheduled to start, but not completed.
3. Logic and time, for Change Orders that are to be incorporated into the diagram and computer produced schedules.
4. Percentage for completed and partially completed activities.

47.8 If requested by the Owner's Authorized Representative, the Contractor shall submit a written narrative report as a part of its monthly review and update in a form agreed upon by the Contractor and the Owner. When requested, the narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

47.9 The Contractor shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Contract will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Contract, and maintain updated information as required regarding the interface with other contracts.

47.10 The Contractor agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the Contract completion date will not be met, the Contractor shall execute some or all of the following remedial actions at Contractor's sole cost and expense:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.
3. Reschedule the Work in conformance with the specification requirements.

Prior to proceeding with any of the above actions, the Contractor shall notify the Owner of the proposed schedule changes. Such actions shall be incorporated by the Contractor into the diagram before the next update, at no additional cost.

GC 48 RESPONSIBILITY FOR WORK SECURITY

48.1 Contractor shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, at a minimum. Contractor shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

48.2 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner within three days of each incident.

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

49.1 Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Contractor's responsibility is any loss or damage which results from the sole active negligence of the Owner or its representatives.

49.2 Permanent openings or thoroughfares for the introduction of Work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the Owner in proper, whole and unblemished condition.

GC 50 PROTECTION OF EXISTING PROPERTY

50.1 Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Owner and/or its Insurance Representative.

50.2 Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Contractor shall provide protection methods which are acceptable to the Owner and/or its insurance representatives.

50.3 Unless otherwise specifically provided in the Contract, Contractor shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins such Work, Contractor shall give due notice to Owner of its intention to start such Work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of Work.

50.4 Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by Owner, do not reasonably interfere with the performance of this Contract.

50.5 Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its Work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

GC 51 LABOR

51.1 Contractor is solely and exclusively responsible for the supervision and control of all Contractor's personnel on site. Contractor shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by Owner, remove from the jobsite any personnel of Contractor working in violation of any provision of this Contract.

51.2 Disputes between Contractor and its subcontractor regarding work assignments and the settlement of jurisdictional disputes shall conform with either the" Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry", and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

51.3 Contractor is solely and exclusively responsible for ensuring and providing for jobsite safety and conditions. Contractor shall enforce all Owner jobsite condition safety rules and regulations which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

51.4 The Contractor and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All Work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner. The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

51.5 Contractor shall submit a "Contractor's Daily Report" (See Appendix A of these General Conditions) for each day Work is accomplished. Reports shall be submitted daily to Owner.

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

52.1 During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

C. The Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that

such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

H. The Contractor shall comply with all regulations, guidelines, and standards lawfully adopted under the governing statutes.

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 Responsibility for Safety and Health

53.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Contract. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and Users who may be affected thereby. The Contractor shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the Owner. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

53.1.2 All Work, whether performed by the Contractor, its subcontractors or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and

B. all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

53.1.3 The Contractor is solely and exclusively responsible for worksite safety. If the Owner receives notice or is made aware that the Contractor has failed to provide a safe area for the performance of the Work or any portion thereof, then the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area until the Contractor remedies the unsafe conditions. All costs of any nature resulting from the suspension, by

whomsoever incurred, shall be borne by the Contractor.

53.1.4 The Contractor is solely and exclusively responsible for supervising all workers at the job site including ensuring the use of proper safety equipment by the workers for the duties performed. The Contractor shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. If the Owner receives notice or is made aware that the Contractor has failed in its duty to ensure that proper safety equipment is used by the workers, then the Owner shall have the right, but not the obligation, to suspend Work until the Contractor corrects the unsafe work practice. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

53.1.5 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Contractor shall defend, indemnify and hold the Owner, Design Professional, the Owner's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Contractor, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition.

53.1.6 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Contractor shall not raise as a defense to its obligation to indemnify under this General Condition any contributing negligence of any of those indemnified hereunder, it being understood and agreed that no such contributing negligence shall relieve the Contractor from its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified hereunder.

53.1.7 In any and all claims against those indemnified hereunder by any employee of the Contractor, any Subcontractor or Sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor or Sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

53.1.8 The indemnity provisions of this section shall survive the termination or expiration of this Contract.

53.2 Protection of Work and Property; Responsibility for Loss

53.2.1 The Contractor shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third

parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The Owner, their representatives or insurance carriers may, but shall not be required, to make periodic patrols of the Job Site as a part of its normal safety, loss control and security programs. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the Owner shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by this Contract.

53.2.2 Until final acceptance of the Work by the Owner pursuant to GC 72 of this Contract, the Contractor shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

53.2.3 The Contractor shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work and including improvements disturbed outside the limits of construction) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:

A. is directly due to errors in the Construction Documents which were not discovered by the Contractor and which the Contractor could not have discovered through the exercise of due diligence;

B. is caused by the agents or employees of the Owner (unless (1) the Contractor has waived its rights of subrogation against the Owner on account thereof as provided in the Contract, or (2) such loss or damage would be covered by any policy or policies of insurance which the Contractor is required to maintain hereunder, whether the Contractor actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Contractor, whether or not required hereunder).

53.3 Surface and Subsurface Water

53.3.1 Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the job site shall be permitted by the proper regulatory agency and submitted to the Owner for its prior written approval. All

such Work shall be done at the sole expense of the Contractor.

53.4 Emergencies

53.4.1 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss to persons or property, or to remedy said violation, whichever is applicable. Failure by Contractor to take necessary emergency action shall entitle the Owner to take whatever action it deems necessary including, but not limited to, suspending the Work as provided in GC 23.

53.4.2 The Owner may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the Owner in taking such emergency action against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the Owner harmless against any and all costs or expenses pursuant to this Paragraph, by whomsoever incurred. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency Work which is not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a claim as provided in GC 65.

53.4.3 The indemnity provisions of this section shall survive the termination or expiration of this Contract.

53.5 Owner's Standards

53.5.1 The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficacy of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these rights by the Owner shall not relieve the Contractor of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

GC 54 PROJECT SITE PROTECTION

54.1 Contractor, at its expense, shall maintain such protection as provided in General Conditions Section (GC 53) titled “SAFETY & PROTECTION OF PERSONS & PROPERTY” in a satisfactory condition until removal is authorized by Owner. Contractor, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner. The Contractor will provide parking for its employees within the designated work areas. Contractor employees will not be allowed to park in areas which are used by any facilities which remain in operation.

GC 55 FIRE PREVENTION

55.1 Contractor shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Project Work area clear of all trash at all times.

55.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the Owner. Contractor shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

GC 56 ILLUMINATION

56.1 When any Work is performed at night or where daylight is shut off or obscured, Contractor shall, at its expense, provide artificial light sufficient to permit Work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

GC 57 BEST MANAGEMENT PRACTICES

57.1 Contractor shall be responsible for evaluating the site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For example, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

57.2 Regulated Substances are substances that may cause significant harm to human health and the environment (including surface and groundwater). The Unified Land Development Code (ULDC) Section 9.3, Wellfield Protection, regulates the storage, handling, use and production of Regulated Substances within wellfield zones which may impair present and future drinking water suppliers. In addition, the ULDC, Section 9.6, Excavation, requires that "Best Management Practices for the Construction Industries" be followed for Agricultural Area, TYPE II, TYPE IIIA and TYPE IIIB excavation activities.

57.3 If any Regulated Substances are stored on the construction site, 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 materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwaters, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers

above the containment system.

57.4 Contractor shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be 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 a release.

57.5 Upon completion of construction, all unused and waste Regulated Substances and containment systems shall be removed from the construction site and shall be disposed of in a proper manner as prescribed by law.

GC 58 DUST CONTROL

58.1 The Contractor, for the duration of the Work, shall, at its expense, maintain all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

58.2 The Contractor shall, for the duration of the Work, protect all fixtures, equipment, devices, and surfaces from any dust or debris within any facility which is affected by the Work and shall comply with the Owner's direction to insure dust control is being managed and maintained.

GC 59 WATER POLLUTION

59.1 Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

GC 60 AIR POLLUTION

60.1 The Contractor shall, at its expense, so perform its Work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Palm Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Palm Beach County Air Pollution Board Regulations.

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 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 Owner 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 Owner. The Contractor shall maintain and post as necessary Material Hazard Data Sheets for all applicable

hazardous materials used in the course of its Work.

61.2 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 Owner and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Contractors' sole cost and expense. Further, Contractor shall indemnify and hold harmless the Owner from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities.

61.3 The indemnity provisions of this section shall survive the termination or expiration of this Contract.

GC 61(a) ASBESTOS NOTIFICATION

61(a).1 Prior to the renovation of any structure, the Owner conducts an inspection for asbestos-containing building materials (ACBM), through a review of current surveys or the request for a new survey. All asbestos surveys are conducted under the direction of Florida licensed asbestos consultants contracted by the Owner.

61(a).2 Prior to the renovation of any structure, the Owner facilitates the removal of all ACBM that may be disturbed during the renovations, (except bituminous roofing materials), unless stated otherwise in the Contract. All asbestos removal is conducted by a Florida licensed asbestos contractor contracted by the Owner.

61(a).3 An asbestos summary report may be included as part of the Contract. If not attached, it is the Contractor's responsibility to contact the Owner and request the report.

61(a).4 Licensed asbestos contractors are not required for removing or repairing asbestos containing roofs, except for transite (cementitious) shingles. If the Work specified will disturb asbestos containing roofing materials, the Contractor must comply with all requirements of OSHA 1926.58 and ASBESTOS NESHAPS. A summary of these requirements are outlined by the National Roofing Contractors Association (NRCA). A licensed roofer who has training as an asbestos competent person is required for projects disturbing asbestos roof materials. The Owner will provide an asbestos survey of the roof.

61(a).5 If materials are discovered that are suspected asbestos materials that were not previously sampled, Contractor must stop all work that will disturb these materials and immediately notify the Owner.

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

62.1 All materials and equipment furnished and Work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. The Owner has the right but not the obligation to perform such quality surveillance, observations or quality audit as Owner deems necessary. Contractor shall provide

safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, Owner, its agents, employees and designees shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. The Owner, its agents, employees and designees shall be entitled to conduct such surveillance, observation, or quality audits in such a manner and with such frequency and for such duration as Owner, in its sole discretion, shall determine is appropriate. If Contractor covers all or any portion of the Work prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Contractor. Owner has no duty or responsibility to inspect or audit Contractor's work and in doing so does not assume any liability or responsibility for Contractor's materials and workmanship. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such Work, materials or equipment shall prejudice the rights of Owner thereafter to correct or reject the same as hereinafter provided.

62.2 If any material, equipment or workmanship is determined by Owner, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Contract, Owner shall notify Contractor in writing that such material, equipment or Work is rejected and the Owner reserves the right to withhold payment on any such item. Thereupon, Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or Work by making the same comply strictly with all requirements of the Contract.

GC 63 TESTING

Unless otherwise provided in the Contract, drawings and specifications, shop testing of materials or Work shall be performed by the Contractor at its expense and in accordance with the technical specifications. Field testing of materials or Work shall be performed by Owner. Should tests in addition to those required by the specifications be desired by Owner, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense unless such additional tests are required due to Contractor's Work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Contractor's expense. Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place including reasonable stoppage of Work during testing. Contractor shall provide reasonable and accurate notice of when construction activities which require Owner's testing services are required. Contractor shall be responsible for stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled.

GC 64 PROGRESS

64.1 Contractor shall give Owner full information in advance as to its plans for performing each part of the Work. If at any time during the progress of Work, Contractor's actual progress is inadequate to meet the requirements of the Contract, Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable

period as determined by Owner, Contractor does not improve performance to meet the currently approved Contract construction schedule, Owner may require an increase in Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to Owner. Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of Work and rate of progress required by the Contract.

64.2 Failure of Contractor to comply with the instructions of Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Contractor's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable provisions of this Contract.

GC 65 CHANGES

65.1 Owner may, at any time, without invalidating the Contract and without notice to the surety(ies), make changes in the Work by issuing a Change Order. In the event that additive Change Orders increase the total contract amount of a "bond waiver contract" over the County's bond waiver limit of $200,000, the contract will continue to be exempt from the bonding requirements if the change order is for a nominal amount. If there is a material change in project costs through a change order above the bond waiver limit of $200,000 then a bond will be required. In the event deductive Change Orders decrease the total contract amount of a "bonded contract" below the County's bond waiver limit of $200,000, bonding will continue to be required. Contractor shall provide notice to its surety(ies) of all Change Orders.

65.2 Owner will issue written orders to Contractor for any changes except that in the event of an emergency which Owner determines endangers life or property, Owner may issue oral orders to Contractor for any Work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered Work.

65.3 Contractor shall commence such changed Work so that all dates set forth in Contractor's current construction schedule as accepted by Owner will be met. In the event of an emergency which Owner determines endangers life or property, Contractor shall immediately commence such changes as required by Owner in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle Owner to invoke the provisions of the General Conditions entitled "TERMINATION FOR DEFAULT".

65.4 Unless otherwise required, Contractor shall, within twenty-one (21) calendar days following receipt of a written contract Field Bulletin, submit in writing to Owner a Contract Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to Owner of performing the change under the Contract in comparison to what the cost would have been, had such change not been offered. A time extension for Work associated with an Owner change for which the Contractor has not submitted its change proposal or its subsequent revisions to the change proposal within twenty-one (21) calendar days will not be allowed.

65.5 The proposal shall state the Contractor's added and/or deleted compensation in detail as calculated in accordance with Section 65.9 below, including but not limited to:

A. Material quantities and unit prices;
B. Labor man-hours and wages by craft;
C. Equipment type and size and rental rate;
D. Overhead and profit percentage;
E. Subcontract costs as specified in items A, B, C, and D above with back-up detail and documentation;
F. Additional bond and insurance costs, which are not subject to the overhead and profit percentage allowed under Section 65.9, but which must be separately stated in accordance with Section 68.1 and for which payment may be requested in full under Section 68.1;
G. Time extension, if any;
H. A detailed description of any impacts this change will have on any activities on the Critical Path which would affect any of the Milestone Dates;
I. Proof of payment of any tax liability resulting from a specific change (if requested by Owner).

65.6 Under no circumstances shall Contractor apply for or be entitled to recover consequential damages including, but not limited to, extended home office overhead costs associated with a change in the Work, whether or not calculated in accordance with the Eichleay Formula.

65.7 Any time extension request shall be submitted in accordance with GC 27. Owner may make changes to the Work after the contractual Substantial Completion date and will state in the added work directive if the completion of the Work is required for Substantial Completion. If the Work is required to be completed before Substantial Completion, then the provisions of GC 27 apply. If the Work may be completed after Substantial Completion, then the Work will be considered as a separate phase of the Contract with a separate time frame and completion date and will not affect the contractual Substantial Completion date.

65.8 If Contractor does not propose the method of compensation for such change or any part thereof within the time required, or if any proposed method is not acceptable, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Owner may direct and Contractor shall proceed upon direction (Construction Change Directive) with such change. A Construction Change Directive (CCD) is a written order prepared by the Architect/Engineer of Record and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete Work which, if not accomplished, could adversely affect a critical path activity. Upon receipt of the CCD, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer of Record of the Contractor's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract Time. When the Owner and Contractor agree with the determination made by the Architect/Engineer of Record concerning the adjustments in the Contract Sum and/or Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the

preparation of a Change Order. The Contractor shall not seek payment for Work performed pursuant to a CCD until it has been converted to a Change Order.

65.9 If, at any time after Contractor commences such change, a method of compensation other than time and material is agreed upon, such compensation will be made in accordance with such agreement. In any event, Contractor shall keep accurate records of the actual cost to Contractor for such change. Costs for which Contractor shall be entitled to compensation on a time and material basis as described above, are as follows:

A. Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, time-keepers and maintenance mechanics. The time charged to changes will be subject to the daily approval of Owner and no charges shall be accepted unless evidence of such approval is submitted by Contractor with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Contractor by law or collective bargaining agreements. Copies of certified pertinent payrolls shall be submitted to Owner.

B. Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Contractor shall be made for all construction and automotive equipment or tools with a new cost of greater than one thousand dollars each. Equipment time charged to changes will be subject to daily written approval of Owner and no charges will be accepted unless evidence of such approval is submitted with Contractor's billing.

The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Contractor-owned equipment used in this Contract shall be those contained in the "RENTAL RATE BLUE BOOK" as published by EquipmentWatch, 1735 Technology Drive, Suite 410, San Jose, California 95110-1333, (800-669-3282) and current at the time Work for any specific change is performed. When equipment is used for time and materials change which does not reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Contractor-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Owner.

When the operated use of equipment is infrequent and, as determined by Owner, such equipment need not remain at the site of the Work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Owner's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged contract Work is used for time and material changed Work, the applicable rental rate shall be the actual rate paid by the Contractor at the time the Work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work, will be reimbursed to Contractor based on invoices, provided that prior written approval has been given to Contractor.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Contractor for equipment repair or equipment maintenance.

C. Material Costs - Payment for the cost of materials furnished by Contractor for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Owner. Payment will be the net cost to Contractor delivered at the job and vendor's invoice shall accompany the billing along with the verification by Owner of such use of such materials.

D. Contract and Outside Service Costs - Payment for Work and services subcontracted by Contractor in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Owner before the subcontractor starts to work on the change.

E. Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Owner.

For purposes of any and all changes made pursuant to this provision (whether lump sum or time and material) as to all supplies, overhead, supervision and profit, the Contractor is entitled an overhead and profit fixed fee not to exceed a maximum of fifteen percent (15%) (the Maximum Percentage) of the estimated direct labor and material costs pertaining to each change which amount will be converted to a lump sum before Work begins. The agreed upon percentage (not to exceed the Maximum Percentage), including but not limited to overhead and profit, which may be added to the estimated Change Order costs for changes in the Work shall be as follows:

1. For all Work done by the General Contractor's own forces, the Contractor may add an overhead and profit fixed fee as agreed upon with Owner up to 15% of its estimated Change Order costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

2. For all Work done by subcontractors, the respective subcontractors may add an overhead and profit fixed fee as agreed upon up to 10% of their estimated costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins. The general contractor may add an overhead and profit

fixed fee as agreed upon up to 5% of the subcontractors' total estimate which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

65.10 For any changes involving deductive items, the following shall apply to the amount of allowable overhead and profit:

1. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Contractor for processing.

2. For changes containing both additions and deductions covering related Work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change.

65.11 No Change Order or CCD shall be valid until approved and signed by the Owner. The Architect/Engineer of Record is not authorized to bind the Owner to changes relative to changes in contract cost and or time. The Architect/Engineer may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the Project and is within the limits set forth in the Contract, the Owner may cause to be issued an appropriate Change Order to the Contract with or without the Contractor's signature.

65.12 The Architect/Engineer of Record will have the authority to order minor changes in the Work which do not involve adjustment to the Contract Sum or Time and are not inconsistent with the intent of the Contract. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly, and the Contractor shall receive no additional compensation therefore, nor shall there be any change in the Contract Time. The Architect/Engineer shall immediately provide notices of all minor changes in the Work to the Owner.

65.13 Execution of Change Order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the 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 modification(s) constitutes, in whole or part, a cardinal change to the Contract.

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

1. Conformed Documents - Prior to the first application for payment, Contractor shall show proof of conformed documents with all Bid addenda identified on the record drawings and on its field set of drawings. Supplemental information following the bid shall be included and updated monthly for review with the application for payment.

2. Progress Records - During construction, Contractor shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record

of all deviations between Work as shown and Work as installed. These drawings shall be available to Owner for inspection at any time.

3. Final Records - Prior to request for Substantial Completion, the Contractor shall furnish to Owner a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Owner, at its expense, will furnish Contractor with drawings for mark-up by Contractor. Contractor shall, by use of professional draftsman, accurately and neatly transfer all deviations from progress as-builts to final as-builts. Record information necessary to establish utility services shall be provided by Contractor a minimum of 30 days prior to needed utility service.

B. Specifications:

1. Progress Records - During construction, Contractor shall keep a marked-up and up-to-date set of specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These specifications shall be available to Owner for inspection at any time.

2. Final Records – Prior to request for Substantial Completions, the Contractor shall furnish to Owner a complete set of marked-up as-built specifications with RECORD clearly printed on cover. Owner, at its expense, will furnish Contractor a set of specifications for mark-up by Contractor. Contractor shall accurately and neatly transfer all annotations from progress as-builts to final as-builts.

C. Manuals and Training:

1. Manuals – As a condition precedent to Substantial Completion, the Contractor shall furnish to Owner three complete sets of manuals and applicable operating instructions as referenced in technical specifications. Unless otherwise specified, manuals to be bound in 3-ring binder with contents clearly indicated on outside cover.

2. Training: Where Owner training is required by the technical specifications, Contractor shall video and audio record the training and provide Owner with one copy of recording.

D. Endorsement:

1. Contractor shall sign each final record drawing and the cover of the record specifications and shall note thereon that deviations and annotations are complete and accurate.

2. The Contractor shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of

construction as a condition precedent to Final Acceptance.

E. Fixed Asset Equipment and Fixture Information:

1. Prior to Final Acceptance, Contractor shall provide the Owner with a list (in electronic format and hard copy) of each piece of equipment having an individual value greater than $1,000.00. The list shall include, at a minimum; a) the name, make and model number, b) the quantity installed, and 3) the value of the equipment.

GC 67 MEASUREMENT OF AND PAYMENT FOR WORK

67.1 Estimates and all support data shall be prepared by Contractor and submitted in writing for Owner's approval on or about the end of each month covering the amount and value of Work satisfactorily performed by Contractor up to the date of such estimate. Such estimates shall be based on the construction schedule completed activity cost, as approved, and may be confirmed by actual measurement of the Work in place. Estimates shall be based on cumulative total quantities of Work performed. Estimates may include materials or equipment not incorporated into the Work provided the requirements set forth below are met. A format for such estimates shall be determined by the Owner according to type of Contract Work and shall be agreed upon prior to, or no later than, application for the first progress payment.

The quantity of Work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number, approved by Owner, of units of Work satisfactorily completed with the Contract and computed in accordance with applicable measurement for payment provisions of the Contract.

67.2 Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided such materials meet the requirements of this Contract, plans, and specifications and are delivered to acceptable locations at the Project Site or to other sites in Palm Beach County that are acceptable to the Owner (bonded warehouse). Such material must be stored in a secure manner, acceptable to the Owner, and in accordance with any manufacturer's recommendations.

Delivered cost of such stored or stockpiled materials may be included in any subsequent payment request once the Contractor meets the following conditions:

1. An applicable purchase order or supplier’s invoice is provided listing the materials in detail, cost of materials and identifying this specific Contract, by name.
2. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
3. Once any stored material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Work.
4. Evidence that Contractor has verified quantity and quality of materials delivered (verified packing list).

It is not the intent of this section to pay for stored materials that are intended for day-to-day inventory i.e. small diameter piping, fittings, conduit, etc. Payment for stored materials under this section shall be limited to finished prefabricated products, piece-marked, and customized for the Project. Any payment for stored materials is subject strictly to the sole discretion of the Owner.

It is further agreed between the parties that the transfer of title and the Owner's payment for any stored or stockpiled materials pursuant to this General Condition shall in no way relieve the Contractor of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, plans and specifications.

67.3 Contractor shall make all surveys necessary for determining all quantities of Work to be paid for under the Contract. Copies of field notes, computations, and other records made by Contractor for the purpose of determining quantities shall be furnished to Owner upon request. Contractor shall notify Owner prior to the time such surveys are made. Owner, at its discretion, may arrange to have its representative witness and verify all surveys made by Contractor for determining quantities of Work to be paid for under the Contract. Measurements and computations shall be made by such methods as Owner may consider appropriate for the class of Work measured.

The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the drawings or in the specifications, shall be determined by Owner.

67.4 No payments of invoices (or portions thereof) shall at anytime constitute approval or acceptance of the Work under this Contract, nor be a waiver by Owner of any of the terms contained herein.

GC 68 PROGRESS PAYMENT PROCEDURES

68.1 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 Owner 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) (collectively the following shall be known as the General Conditions Costs).

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 Costs 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.
5. Certified copy of recorded bond. The County's contract number will be provided after award of the Contract and Contractor shall include this number on the bond prior to recording the bond. County will not make any payment to Contractor until Contractor has complied with this requirement.

68.2 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 to these General Conditions. All information must be completed for the pay application to be accepted. Owner'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 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 Owner and Architect/Engineer of Record to review. The Contractor shall submit four (4) final approved copies to the Architect/Engineer of Record, whose approval is required prior to submission to the Owner.

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). Owner shall provide Contractor with a written notice of disputed pay request within 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 Owner shall proceed with prompt payment of that portion of the pay request. In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The 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 Owner's final decision for the purpose of the Local Government Prompt Payment Act. Contractor must remit undisputed payment due for labor,

services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

68.3.1 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.

68.3.2 The Contractor may request at any point the release of retainage from the Owner attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers if the work of the subcontractor has been successfully completed or if the materials of the supplier have been inspected and accepted by the Contractor. Owner may approve such requests on a case by case basis in the Owner's discretion. In order to substantiate such a request, the Contractor must submit the request in writing to the Owner and attach a statement of the Contractor that the subcontractor has successfully completed the work or the supplier has delivered acceptable materials and there are no disputes, demands or claims outstanding with respect to the completed work or delivered materials. Owner reserves the right to request additional documentation supporting Contractor's request for release of retainage on completed work or delivered materials, including a consent from the Contractor's Surety.

Notwithstanding the foregoing, in no instance can the amount retained be less than the value of Owner's good faith claims plus the value of the Work the Owner determines remains to be put in place or required to be performed as remedial activities.

All retainage released by the Owner to the Contractor which is attributable to the labor, services or materials supplied by one or more subcontractors or suppliers must be timely remitted by the Contractor to those subcontractors or suppliers.

68.4 Each application for payment shall be accompanied by the following:

1. Subcontractor Construction Activity Report (EBO Schedule 3).
2. Subcontractor Payment Certification (EBO Schedule 4).
3. An Owner approved construction schedule update

68.5 Copies of Schedules 3 and 4 will be available at the Pre-Construction meeting.

68.6 If one or more "Notice of Non-Payment" is received by the Owner, no further payments will be approved until non-payment(s) have been satisfied and an original "Release of Claim" for each "Notice" has been submitted to the Owner. Upon request, Contractor shall furnish acceptable evidence that all such claims or liens have been satisfied. On bonded projects only, the Owner may allow, with consent of Surety and indemnification of the County against any claims, payment for Work on which there is an outstanding Notice of Non-Payment.

68.7 Any amount otherwise payable under the Contract may be withheld, in whole or in part if:

1. Any claims are made against Contractor by Owner or third parties, including claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such claim; or
2. Contractor is in default of any Contract condition; or
3. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid; or
4. Defective work or material is not remedied; or
5. Contractor persistently fails to carry out the Work in accordance with the Contract; or
6. Contractor fails to submit the information required by this Contract; or
7. Contractor fails to submit an owner approved updated Schedule with each Application for Payment.

68.8 If claims or liens filed against Contractor or property of Owner connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from Owner to do so, Owner may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any claim or lien against Contractor is discharged by Owner after final payment is made, Contractor and its surety or sureties shall promptly pay Owner all costs (including attorney's fees) incurred thereby regardless of when such claim or lien arose.

68.9 Following issuance, by the Architect/Engineer of Record, of a Certificate of Substantial Completion, Contractor may submit a special payment request, provided the following have been completed:

1. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Owner's occupancy and use of the project.
2. Complete final cleaning of the Work.
3. Submit record documents (record drawings).
4. Submit listing of Work to be completed before final acceptance.
5. Settle liens and other claims.
6. Obtain Consent of Surety for partial release of retainage.
7. Settle Liquidated Damages due to Owner, if any.
8. Conditional Final Waiver and Release of Claim signed by Contractor.

68.10 Upon receipt by Owner of Contractor's written "Notice of Final Completion" of its Work under this Contract, in accordance with GC 72, Owner shall verify all Work has been completed on the Project. When all Work has been verified as complete, and the Contractor completes and submits the items listed below, the Contractor may submit a final invoice.

1. Complete all Work listed on the punch list prepared in accordance with GC 71 and obtain Architect/Engineer certification of completed Work.
2. Submit proof of payment on fees, taxes or similar obligations.
3. Transfer operational, access, security and similar provisions to Owner; remove temporary facilities, tools and similar items.

4. Obtain Consent of Surety for final payment and/or partial release of retainage.
5. All information required by GC 66.
6. Obtain certification of as-built (record) drawings from Architect/Engineer of Record.
7. Final Waiver and Release of Claim signed by Contractor.
8. Return to County of all County-issued ID badges that have been issued to Contractor's employees and its subcontractors' employees.

GC 69 USE OF COMPLETED PORTIONS OF WORK

69.1 Whenever, as determined by Owner, any portion of Work performed by Contractor is in a condition suitable for use, Owner may issue a certificate of Substantial Completion (Partial Utilization) for that portion and take possession of or use such portion. Such certificate of Substantial Completion (Partial Utilization) will be issued in accordance with the applicable requirements of General Condition 71 "SUBSTANTIAL COMPLETION". Such use by Owner shall in no case be construed as constituting final acceptance, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by Owner of any of the conditions thereof, provided, that Contractor shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of Work, Contractor shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.

69.2 If, as a result of Contractor's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Owner, Owner shall have the right to continue such use until such portion of Work can, without injury to Owner, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such Work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

69.3 Contractor shall not use any permanently installed equipment unless such use is approved by Owner in writing. Where Contractor's written request is granted for the use of certain equipment, Contractor shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Owner. If Owner furnishes an operator for such equipment, such operator's services shall be performed under the complete direction and control of Contractor and shall be considered Contractor's employee for all purposes other than the payment of such operator's wages, workmen's compensation or other benefits paid directly or indirectly by Owner.

GC 70 ALLOWANCES AND UNIT PRICES

70.1 The bidders shall include in the base lump sum bid all unit prices and allowances if so required in the Special Conditions or applicable parts of the Bid Proposal Form. Items covered by unit prices shall be supplied for such amounts as the County may direct.

70.2 Unit prices shall apply to revisions to the Work as applicable. Unit Prices are "all inclusive", including labor, material, supervision, tools, equipment, insurance taxes, fringe benefits,

coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary.

GC 71 SUBSTANTIAL COMPLETION

71.1 The date of Substantial Completion is the date established by the Architect or Engineer (A/E) and approved by the Owner when the Project is sufficiently complete to permit the Owner to use it for its intended purpose, the County issues a certificate of Substantial Completion and the items listed below are complete. For the issuance of a certificate of Substantial Completion (Partial Utilization) in accordance with General Condition 69, the Owner and/or the A/E will notify the Contractor of which items listed below must be complete for partial utilization.

71.2 The Contractor shall notify the A/E in writing when the Contractor considers the Project Substantially Complete and attach a comprehensive list of incomplete Work and items needing correction with dates indicating when the items listed will be completed.

71.3 Once the A/E has received notice and attachments from the Contractor, the A/E will promptly inspect the Work. The A/E may refuse to inspect the Work if the Work is obviously not substantially complete or when the Contractor's list is not complete.

71.4 The following items shall be completed prior to a request by the Contractor for inspection for Substantial Completion.

1. Certificate of Occupancy or Certificate of Completion, as applicable, shall be obtained from the proper Building Official.

2. All general construction completed.

3. All mechanical and electrical Work complete, equipment and fixtures in place, connected, cleaned and ready for use.

4. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.

5. All painting shall be completed; all signs installed.
6. All project components including floors, glass and metal Work shall be cleaned.

7. All finish hardware shall be installed, and all doors shall be in good working order. All keys and blanks shall have been provided.

8. Project site shall be cleared of the Contractor's excess equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.

9. All mechanical and electrical systems including Fire Alarm and Security, shall be complete, fully functional, and demonstrated to the Owner. The Fire Alarm system must be 100% complete without exception.

10. All operations and maintenance manuals for all equipment shall have been submitted.

11. Manufacturers' certifications and warranties shall be delivered to Owner.

12. All operations and maintenance training related literature, software and back-up disks shall have been provided.

13. All required spare parts as well as any special tools shall have been provided.

14. All HVAC testing and balancing reports shall have been submitted and approved.

15. The Project record drawings and specifications shall be submitted in accordance with GC 66.

71.5 If Substantial Completion is not obtained at the inspection called by the Contractor, for reasons which are the fault of the Contractor, the cost of any subsequent inspections requested by the Contractor for the purpose of determining Substantial Completion shall be the responsibility of the Contractor and shall be assessed against the final payment application.

71.6 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 *et seq,* A/E and/or Owner will prepare the punch list required by the Local Government Prompt Payment Act. The punch list items shall be corrected by the Contractor within 30 calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete the Work pursuant to the Contract.

GC 72 FINAL INSPECTION AND ACCEPTANCE

72.1 When the Contractor considers that all Work under the Contract is complete as previously referenced in GC 71, Contractor shall so inform Owner and A/E in writing, "Notice of Final Completion". When items on the punch list as recorded at the Substantial Completion inspection have been corrected and the Owner is satisfied that all Work under the Contract is completed and is in accordance with the requirements of this Contract, Owner shall notify the Contractor in writing of final acceptance of its Work under this Contract. The Owner will then make final payment to the Contractor in accordance with the terms of General Condition 68 of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contact, including the following items, for which a Change Order will be issued:

1. Liquidated Damages, as applicable.

2. At the discretion of the Owner, one and one-half times the value of outstanding items, corrective Work, and incomplete punch list. All such Work shall be completed or corrected to the satisfaction of the Owner 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 Owner to cover the value of all such uncompleted or uncorrected items.

72.2 Neither final acceptance of the Work, nor payment therefore, nor any provision of the Contract shall relieve the Contractor of responsibility for defective or deficient materials or work or responsibility for full Contract compliance. If, within one (1) year or as provided for elsewhere in the General Conditions or technical specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract, the Contractor shall correct, remove and replace it promptly after receipt of a written notice from the Owner and correct and pay for any damage to other Work resulting therefrom as set forth in General Condition 28 entitled "WARRANTY".

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

73.1 The Contractor shall make its own arrangements for disposal of materials outside the Project limits and it shall pay all costs involved. The Owner reserves the right to retain any salvage material or equipment scheduled for removal. Should the Owner elect to retain salvaged materials or equipment, the Contractor will provide appropriate on-site storage and protection. The Owner will be responsible for transporting from the site any materials or equipment it has elected to retain. Off-site disposal of any items not retained by the Owner shall be the responsibility of the Contractor.

73.2 When any material is to be disposed of outside the Project limits, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and the Contractor shall file in writing with the Owner said permit or the certified copy thereof together with a written release from the property owner absolving the Owner of any and all responsibility in connection with the disposal of material on said property.

73.3 When material is disposed of as above provided and the disposal location is visible from the Project, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Owner.

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

74.1 The Contractor represents to the Owner that neither the Contractor, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of the Contractor, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted with to furnish labor, material, equipment or professional services in connection with the construction of the Project. Contractor agrees to give written notification and obtain the approval of the Owner before entering into any Contract on this Project with any subcontractor or materialman where there exists any identity of interest.

GC 75 CLEANING UP

75.1 Contractor shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work.

GC 76 PROJECT SIGNS

76.1 Contractor, at no additional cost to the Owner, shall construct a project job sign as indicated and described on Site Sign Detail. Contractor shall coordinate location of sign with Owner's representative and install such sign within 21 days after Owner's issuance of "Notice to Proceed". Any deletion/addition of lettering during the life of the Project will be at the Contractor's expense. Contractor will remove and properly dispose of sign at Substantial Completion of the Project. With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract, Contractor shall not display or permit to be displayed on or about the project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

GC 77 CONSTRUCTION INCENTIVE PROGRAM

The scope of this program is to provide a monetary incentive for the Contractor to use value engineering techniques to reduce the total cost of the overall Contract. After the award of the Contract, the Contractor will review the drawings and specifications to determine if there are areas where the use of value engineering concepts will reduce the cost of the existing Contract to the County.

The following applies to a Contractor developed and documented Construction Incentive Change (CIC) which:

a. Requires a change to this Contract to implement the CIC; and
b. Reduces the Contract price without impairing essential function or characterization of the Contract provided that the proposal is not based solely on a change in deliverable and item quantities or quality; and
c. Does not reduce the S/M/WBE participation below the level specified in the Contract; and
d. Is approved by the Owner.

Each CIC submitted shall contain, at a minimum, all pertinent information to allow the Owner to evaluate the difference between the existing Contract and the proposed change. Advantages and disadvantages shall be documented. All associated costs, savings, and possible future expenses to the Owner shall be listed. Any increases in operation and maintenance costs for a 20 year period shall be documented; redesign costs required for proper application and installation shall be included; and any effect on the completion time of the Contract shall be noted.

All CIC's shall be submitted to the Owner. The proposals shall be processed by the Owner whom shall not be liable for any delay in acting on the CIC. The Contractor has the right to withdraw, in whole or in part, any CIC, at any time prior to acceptance by the Owner.

The Owner may accept, in whole or in part, by Change Order any CIC submitted under this clause. A CIC with a net savings of less than $1,000 to the Owner will not be considered. When a Change Order is issued regarding a CIC on this Contract, the Contractor shall remain obligated to perform in accordance with this Contract. The decision of the Owner as to the acceptance of any CIC under this Contract shall be final.

If a CIC submitted by the Contractor in accordance with this clause is accepted, the Contract price shall be adjusted. The contract price shall be reduced by 50% of the amount agreed upon, between the Owner and the Contractor, as savings if the total value of the savings is greater than $50,000. The contract price will be reduced by 75% of the amount agreed upon as savings for the CIC if the total value of the savings is less than $50,000. The remainder of the savings will accrue to the Contractor.

The Contractor shall include appropriate arrangements to pass-on any savings to subcontractors where the approved CIC is greater than $50,000, and may include such arrangements in contracts of lesser value.

GC 78 SEVERABILITY

78.1 If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

GC 79 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

79.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.

79.2 Required Procedures for Protecting Confidential and/or Exempt Information.

A. Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to the Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the County has the statutory obligation to protect such records from public disclosure and only disclose confidential and/or exempt information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the Contractor's Work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law**.**

B. Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the Contractor include, but are not limited to:

- Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure owned or operated by the County;
- Security or Firesafety system plans, including records, information, photographs, audio and visual representations, schematic diagrams, floor plans, surveys, as-built drawings, recommendations or consultations relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems in whole or in part;
- Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the County;
- Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;
- Threat assessments;
- Emergency evacuation plans;
- Sheltering arrangements; or
- Manuals for security or firesafety personnel, emergency equipment, security or firesafety training; or otherwise containing narrative and/or graphic content of a security nature.

C. Obligations.

1. Maintain the Confidentiality of the Confidential Information. The Contractor has an obligation to maintain the confidential status of Confidential Information. The Contractor shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the County. The Contractor shall restrict access to Confidential Information to: 1) the Contractor's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing services under this Contract. Prior to releasing any Confidential Information to a Third Party, the Contractor shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Section, and maintain a list of any Third Party to which the Contractor has distributed Confidential Information. **Other than as authorized above, the Contractor shall not, without prior written approval of County, publish, copy, or otherwise disclose to others any Confidential Information.**

2. Disclosure Warning. If Confidential Information is in written form, the Contractor shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contain exempt information. If the Contractor is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

DISCLOSURE WARNING. THIS DOCUMENT IS EXEMPT AND/OR CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE COUNTY. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE COUNTY IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE COUNTY MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONTRACTOR/CONSULTANT SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

3. Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records, i.e. email, which may be exempt from Public Records Requests and protect information that is exempt from disclosure, the Contractor (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters "PREX" (in caps) as the *first* four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.

4. Notification of Improper Disclosure. County must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The Contractor shall make a report to the County not more than seven (7) business days after the Contractor learns of such an improper disclosure or unauthorized use of the Confidential Information. The Contractor's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the Contractor has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or improper disclosure. The Contractor shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the County. The Contractor shall take all steps the County deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

D. Survival. The nondisclosure provisions of this Section shall survive the termination or expiration of this Contract. The Contractor's duty to hold Confidential Information in confidence shall remain in effect until County sends the Contractor written notice releasing the Contractor from the provisions of this Section.

E. Enforcement. The Contractor understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the County in law or equity.

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: BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 OR BY EMAIL AT FDORECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-233-5252.

GC 80 LIQUIDATED DAMAGES

For purposes of the Contract Documents, Liquidated Damages means damages assessed for the contractor's failure to substantially complete the Work within the Contract Time, including any change(s) to Contract Time authorized by Change Order(s) and Written Amendment(s). Should the Contractor or, in the event of its default, the Surety fail to achieve certification of Substantial Completion of the Work within the Contract Time, the Contractor or, in the event of its default, the Surety shall pay to the County, not as a penalty, but as Liquidated Damages in the daily amount(s) established in the Bid Form.

The Contractor hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by the County as a result of Contractor's delay, and that said amounts are not a penalty nor shall ever be contested as reflecting the imposition of a penalty against the Contractor.

The County shall have the right to apply as payment on such Liquidated Damages any money on any Project that is due the Contractor by the County, and, to deduct Liquidated Damages either incrementally from progress payment(s) or the Final Payment.

Permitting the Contractor to continue and to finish the Work, or any part of it, after the expiration of Contract Time, shall in no way act as a waiver on the part of the County of the Liquidated Damages due under the Contract.

The number of days of default shall be determined by counting all calendar days. In case of default of the Contract and completion of the Work by the County, the Contractor and its Surety shall be liable for the Liquidated Damages under the Contract, but no Liquidated Damages shall be

chargeable for any delay in the substantial completion of the Work by the County, due to an unreasonable action or delay on the part of the County.

GC 81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

The County shall not be liable to the Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by the Contractor in connection with this Agreement, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

GC 82 REQUEST FOR SECTION 179D ALLOCATION.

Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the County to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable and if the Contractor considers it may be eligible for an allocation of the 179D deduction, then the Contractor must apply to the County through the Architect/Engineer of Record for the project. The Architect/Engineer of Record is responsible for applying to the County for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the County the allocation of the deduction. The County's Representative will provide to Contractor the Department's policy and forms related to the Section 179D deduction when requested.

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

83.1 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 uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor's subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

83.2 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.

83.3 Owner 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.

83.3.1 If Owner has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify

Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

83.4 If Owner terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by Owner 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 Owner as a result of the termination.

GC 84 INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, Contractor and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

GC 85 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into a contract or performing any work in furtherance thereof, the Contractor certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

INSERT SITE SIGN DETAIL
DRAWING HERE (if required)
(See GC 76)

APPENDIX A

Request for Information
Field Instruction
Field Bulletin
Construction Change Proposal
Change Order
Construction Change Directive
Submittal Transmittal
Deficiency Report
Non-Conformance Report
Contractor's Daily Report
Substitution Request
Application for Payment
EBO Schedule 1 (List of All Proposed Subcontractors)
EBO Schedule 2 (Letter of Intent to Perform as a Subcontractor)
EBO Schedule 3 (Subcontractor Activity Form
EBO Schedule 4 (Subcontractor Payment Certification)
Living Wage Notice for Posting
Certification of Compliance – Living Wage Ordinance

PALM BEACH COUNTY

PROJECT: _____

REQUEST FOR INFORMATION (RFI) RFI # _____

TO:

PROJECT NUMBER: _____

DATE: _____

ATTENTION:

CONTRACT NUMBER: _____

FROM:

SUBJECT: _____

DRAWING LOCATION: _____

SPECIFICATION SECTION: _____

INFORMATION REQUIRED:

ORIGINATOR: _____ DATE: _____

RECEIVED BY: _____ DATE: _____

REPLY REQUESTED FROM:

REPLY: ☐ DP ☐ OPR ☐ OTHER _____

DISTRIBUTION:

SIGNED BY: _____

DATE: _____

PALM BEACH COUNTY

FIELD INSTRUCTIONS (FI)

TO:

FI NUMBER: _____
DATE: _____

ATTENTION:

PROJECT NAME: _____
PROJECT NUMBER: _____

REFERENCE:

CONTRACT NUMBER: _____

This field instruction is interpreted to be within the scope of the referenced contract and as such is not an authorization for additional work or time.

REASON FOR INSTRUCTIONS

☐ Response to RFI # _____
☐ Field Observation
☐ Other _____

INSTRUCTIONS:

DESIGN PROFESSIONAL SIGNED: _____ DATE: _____

CONTRACTOR ACKNOWLEDGMENT SIGNED: _____ DATE: _____

DISTRIBUTION: Owner's Project Manager
Owner's Field Representative

PALM BEACH COUNTY

FIELD BULLETIN (FB)

TO:	FB NUMBER: _____
	DATE: _____
	PROJECT NAME: _____
ATTENTION:	PROJECT NUMBER: _____
REFERENCE:	CONTRACT NUMBER: _____

THIS BULLETIN IS NOT A CHANGE IN THE ABOVE CONTRACT NOR AN AUTHORIZATION TO THE CONTRACTOR TO PERFORM WORK, OTHER THAN CONTRACT WORK, OR TO STOP OR SUSPEND WORK UNLESS SPECIFICALLY AUTHORIZED BY THIS BULLETIN. However, it covers certain PROPOSED MODIFICATIONS to the work covered by said contract.

CAUSE:

DESCRIPTION:

NOTE: The Contractor shall submit, within 21 days of receipt of this Bulletin, a CONSTRUCTION CHANGE PROPOSAL #_____, in detailed form, for the above referenced project.

ORIGINATOR:

FIRM	SIGNATURE	DATE
_____	_____	_____

REMARKS: _____

DISTRIBUTION: Owner's Project Manager
Owner's Field Representative

DESIGN PROFESSIONAL	DATE
_____	_____

PALM BEACH COUNTY

CONSTRUCTION CHANGE PROPOSAL (CCP)

TO:

ATTENTION:

REFERENCE:

CCP NUMBER: _____

DATE: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

CONTRACT NUMBER: _____

We propose to accomplish the MODIFICATIONS identified in FIELD BULLETIN FB #_____ and as described herein. Except as modified below, the original contract and all prior amendments shall remain in full force and effect.

DESCRIPTION:

PROPOSED CONTRACT PRICE CHANGE (increases) $
(decrease)
(unchanged)

PROPOSED CONTRACT TIME CHANGE (increases) _____ days
(unchanged)

PROPOSED NEW SUBSTANTIAL COMPLETION _____ date

FROM: _____
CONTRACTOR

DISTRIBUTION:

SIGNED: _____

DATE: _____

PALM BEACH COUNTY

CHANGE ORDER

ISSUED TO:

PROJECT NAME:

PROJECT NO.

CHANGE ORDER NO.:

AMENDMENT NO:

REFERENCE CCP NO.:

RESOLUTION NO.:

DISTRICT NO.:

The completion date, contract price, and all terms, covenants, and conditions of the above referenced contract, except as duly modified by this and previous Change Orders, if any, shall remain in full force and effect.

DESCRIPTION OF CHANGE:

CONTRACT PRICE

Original Contract Price: _____
Previous CO # __ through __: _____
This Change Order No. __: _____
ADJUSTED Contract Price: _____

COMPLETION DATE

Contract Completion Date will be increased by _____ calendar days.

Contract Notice to Proceed Date: _____
Contract Substantial Completion Date: _____
ADJUSTED Substantial Completion Date: _____

CONTRACTOR
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 modifications(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the contract.
The above changes are accepted:

_____
Contractor

By: _____

Print Name: _____

Title: _____ Date: _____

DESIGN PROFESSIONAL
The above changes are recommended for approval by the Owner:

_____
Design Professional

By: _____

Print Name: _____

Title: _____ Date: _____

PALM BEACH COUNTY
Recommended By:

By: _____
Facilities Systems
Title: Project Manager Date: _____

By: _____

Title: Project Manager Date: _____

By: _____

Title: Director, CID Date: _____

Approved By:

By: _____

Title: Director, FD&O Date: _____

Rev. 2/2020

PALM BEACH COUNTY
CAPITAL IMPROVEMENTS DIVISION

_____

CONSTRUCTION CHANGE DIRECTIVE (CCD)

TO:

ATTENTION:

FROM:

CCD NUMBER: _____

DATE: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

CONTRACT NUMBER: _____

PROCEED WITH THE FOLLOWING WORK ON A TIME AND MATERIALS BASIS PER GENERAL CONDITION 65.

CAUSE FOR THE DIRECTIVE:

DESCRIPTION OF WORK:

NOTIFICATION MUST BE GIVEN TO OWNER PRIOR TO WORK COMMENCING
WORK TICKETS MUST BE SIGNED DAILY BY OWNER'S REPRESENTATIVE

Issued By: _____

_____
DESIGN PROFESSIONAL

BY: _____
DATE

NOTE: The Contractor shall submit all documentation for payment of this work within 21 calendar days of the completion of the above referenced CCD.

DISTRIBUTION:

_____
OWNER'S REPRESENTATIVE DATE

_____
OWNER DATE

PALM BEACH COUNTY

SUBMITTAL TRANSMITTAL

PROJECT NAME: _____

PROJ ECT NUMBER: _____

CONTRACT NUMBER: _____

	VIA		
DATE	HAND	MAIL	EXPRESS
FORWARDED TO DP			
FORWARDED TO GC			

FROM: _____
CONTRACTOR

TO: _____
DESIGN PROFESSIONAL

SIGNED: _____
CONTRACTOR

RECEIVED BY: _____

SPECIFICATION SECTION	SUBMITTAL NO.	DESCRIPTION	SUBMITTAL TYPE	APPROVAL STATUS

REMARKS: _____

COMMENTS: _____

PROCESSED BY: _____
DESIGN PROFESSIONAL DATE

APPROVAL STATUS CODE

1. NO EXCEPTION TAKEN
2. MAKE CORRECTIONS NOTED
3. MAKE CORRECTS NOTED RESUBMIT
4. REJECTED
5. NOT REQUIRED FOR REVIEW

PALM BEACH COUNTY

DEFICIENCY REPORT (DR)

TO: DR NUMBER: _____

DATE: _____

ATTENTION: PROJECT NAME: _____

PROJECT NUMBER: _____

REFERENCE: CONTRACT NUMBER: _____

This following deficiencies have been noted. In accordance with your contract and GC 62, Contractor shall immediately remove and replace or correct such defective work.

REFERENCE:

DESCRIPTION:

DESIGN PROFESSIONAL SIGNED:_____ DATE:_____

CONTRACTOR ACKNOWLEDGMENT SIGNED:_____ DATE:_____

DISTRIBUTION: Owner's Project Manager
Owner's Field Representative

PALM BEACH COUNTY

NON-CONFORMANCE REPORT (NCR)

TO:

NCR NUMBER: _____

DATE: _____

ATTENTION:

PROJECT NAME: _____

REFERENCE:

CONTRACT NUMBER: _____

DEFICIENCY REPORT #_____ dated ___/___/___ has not been corrected. Unless corrective work is commenced within three (3) working days, the Owner may exercise the option in GC 62 "Inspection: Rejection of Materials and Workmanship" to withhold payment sufficient to correct the deficiency.

DESCRIPTION OF WORK:

DESIGN PROFESSIONAL SIGNED:_____ DATE:_____

CONTRACTOR ACKNOWLEDGMENT SIGNED:_____ DATE:_____

DISTRIBUTION: Owner's Project Manager
Owner's Field Representative

PALM BEACH COUNTY

CONTRACTOR'S DAILY REPORT

TO: Palm Beach County Project Manager

FROM: Contractor Superintendent

COPY: Design Consultant Project Manager

DATE: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

WORK PERIOD: _____ AM TO _____ PM

WEATHER CONDITIONS:

AM TEMP _____ ☐ SUNNY ☐ CLOUDY ☐ RAIN ☐ WINDY

PM TEMP _____ ☐ SUNNY ☐ CLOUDY ☐ RAIN ☐ WINDY

	YES	NO		YES	NO
EXTRA WORK (TIME/MATERIAL)*	☐	☐	MATERIALS DELIVERED	☐	☐
WORK DELAYS*	☐	☐	MAJOR EQUIPMENT ARRIVED	☐	☐
TESTS COMPLETED	☐	☐	MAJOR EQUIPMENT DEPARTED	☐	☐
			INSPECTIONS	☐	☐

EXPLAIN ALL "YES" ANSWERS BELOW

CONTRACTOR/SUB	QTY-WORKERS	WORK PERFORMED TODAY
TOTAL		

DIFFICULTIES & COMMENTS: _____

*General Conditions procedures must be followed.

SIGNED: _____

Add additional sheets as necessary.

PALM BEACH COUNTY - CAPITAL IMPROVEMENTS DIVISION
SUBSTITUTION REQUEST FORM

TO: _____ Date: _____
Consultant

RE: Palm Beach County

Project: _____ **Project No.:** _____

We hereby submit for your consideration the following product as a substitution to the specified item for the above project.

Specification Section: _____ Paragraph: _____

Specified Item: _____ Specified Manuf.: _____

Drawing No.: _____ Drawing Title: _____

Location of Product Use: _____
_____

1. Does the substitution affect dimensions shown on Drawings? Yes ___ No ___
   If yes, attach drawings with affected changes clearly marked.

2. Will the change have an effect on other disciplines: Yes ___ No ___
   If yes, explain: _____
   _____

3. What effect does substitution have on schedule? _____

4. Will the Contractor be offering a credit for the proposed substitution? If yes, how much? Yes _____ $ _____ No_____

5. Reason for substitution: _____
   _____
   _____
   _____
   _____

6. Is the substitution equal to or better than the specified product in all aspects?
   Yes _____ No _____

7a. If the acceptance of the substitution requires a revision or redesign of any part of the Work, will the Contractor be providing the redesign?
Yes _____ No _____ N/A _____

7b. If the acceptance of the substitution requires a revision of any part of the Work by the County's Design Professional, will the Contractor pay the County's Design Professional to do the redesign?
Yes _____ No _____ N/A _____

8. List significant variations of proposed substitution with specified product:

Attach complete technical data including descriptive literature and performance data. Submit sample of material where feasible. Include complete information on changes to Drawings. Without this information, request will be returned unreviewed.

CERTIFICATION

The undersigned does hereby certify that the proposed substitution is equal to or superior to the specified item in function, performance, design, appearance, and quality, and is compatible with interfacing materials.

Submitted by:

_____	_____
Contractor	Sub-Contractor

For Use by Consultant:

( ) Accepted ( ) Not Accepted ( ) Accepted a Noted ( ) Resubmit

_____	_____	
Consultant	Signature	Date

Remarks:

_____
_____
_____
_____

Accepted by PBC Project Manager

_____	_____
Signature	Date

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): Palm Beach County - Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411 FROM (CONTRACTOR):	PROJECT: PROJECT #: OWNER'S ACCOUNT #: VIA (Consultant):	APPLICATION #: APPLICATION DATE: PERIOD ENDING: COMMENCEMENT DATE: ORIGINAL CONTRACT PERIOD: days EXTENDED CONTRACT PERIOD: days CONTRACT COMPLETION DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		
Total Approved this Month:		
TOTALS	$0.00	$0.00
Net change by Change Orders	$0.00	
No. Date Approved		

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheets are attached.
Note: It is only necessary to enter data in cell **L23** (Less Previous Cert for Payment).
All other cells below are linked to the Continuation Sheet.

1. ORIGINAL CONTRACT SUM		$ 0.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (1 + 2)		$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Continuation Sheet Column G)		$ 0.00
5. TOTAL RETAINAGE: (5a + 5b)	$ 0.00	
a. 10% of Completed Work	$ 0.00	
b. _____ of Stored Material	$ incl in above	
6. TOTAL EARNED LESS RETAINAGE (4 less 5)		$ 0.00
7. LESS PREVIOUS CERT. FOR PAYMENT		$
8. **CURRENT PAYMENT DUE (6 less 7)**		$ **0.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (3 less 6)		$ 0.00

CONTRACTOR'S CERTIFICATION FOR PAYMENT

The undersigned contractor certifies that, to the best of its knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and Payments received from Owner, and that current payment shown here is now due. Further, Contractor states that as of the date of this application, it has no claims against the Owner, except as may be set forth in an attachment to this Certificate for Payment. Any claims accruing as of the date of this application which are not listed in an attachment hereto are waived.

CONTRACTOR:

By: _____ Date: _____

Name and Title: _____

State of: **County of:**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ by _____

_____ of _____, a _____

corporation, on behalf of the corporation. He/she is personally known to me or has produced

_____ as identification and did (did not) take an oath.

Notary: My Commission Expires:

CONSULTANT CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Consultant certifies to the Owner that to the best of the Consultant's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:..... $ _____

CONSULTANT:

By: _____ Date: _____

Name and Title: _____

PALM BEACH COUNTY:

By: _____ Date: _____

Name and Title: _____

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: _____ **SOLICITATION/PROJECT/BID NO.:** _____

SOLICITATION OPENING/SUBMITTAL DATE: _____ **COUNTY DEPARTMENT:** _____

Section A

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: _____ **ADDRESS:** _____

CONTACT PERSON: _____ **PHONE NO.:** _____ **E-MAIL:**_____

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: _____

*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE ☐ **MBE** ☐ **WBE** ☐ **SBE** ☐

Section B

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories) Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	DOLLAR AMOUNT OR PERCENTAGE OF WORK Black	Hispanic	Women	Caucasian	Asian	Other
1.	☐	☐	☐	☐	_____	_____	_____	_____	_____	_____
2.	☐	☐	☐	☐	_____	_____	_____	_____	_____	_____
3.	☐	☐	☐	☐	_____	_____	_____	_____	_____	_____
4.	☐	☐	☐	☐	_____	_____	_____	_____	_____	_____
5.	☐	☐	☐	☐	_____	_____	_____	_____	_____	_____
				Total	_____	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid/Offer Price $_____

Total Certified S/M/WBE Participation $_____

I hereby certify that the above information is accurate to the best of my knowledge: _____ _____

Name & Authorized Signature Title

Note:

1. **The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.**
2. **Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.**
3. **Modification of this form is not permitted and will be rejected upon submittal.**

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Prime Contractor: _____Subcontractor:_____

(Check box(s) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable):_____.

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1	**Column 2**			**Column 3**
☐ Male ☐ Female	☐ African-American/Black	☐ Asian American	☐ Caucasian American	☐ Supplier
	☐ Hispanic American	☐ Native American		

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

_____
Print Name of Prime

By: _____
Authorized Signature

_____
Print Name

_____
Title

Date: _____

_____
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

_____
Print Name

_____
Title

Date: _____

OEBO SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT #: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

I hereby certify that the above information is accurate to the best of my knowledge _____ _____
(Signature) (Title)

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify that _____ received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of $ _____ from _____
(Prime Contractor Name)

On _____/_____/_____ for my _____ Invoice for labor and/or materials supplied
MM DD YYYY Month

On _____ /_____
(Project Name) (Project No.)

DEPT.: _____ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ **Price or Percentage: _____**
Name of 2nd/3rd tier Subcontractor/subconsultant

By:_____ _____
(Signature of Subcontractor/subconsultant) **(Name & Title of Person executing on behalf of Subcontractor/ subconsultant)**

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or☐online notarization, this _____ day of _____, _____(year), by _____(name of person acknowledging).

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ☐ OR Produced Identification ☐ Type of Identification _____

PALM BEACH COUNTY LIVING WAGE

October 1, 2023, through September 30, 2024.

This notice is provided in accordance with the Palm Beach County Living Wage Ordinance and reflects the adjusted living wage effective October 1, 2023, through September 30, 2024.

NOTICE TO EMPLOYEES (ENGLISH):

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 **$14.83** per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

NOTIFICACIÓN A PATRONES (ESPAÑOL):

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos $14.83 por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.

AVI POU ENPLWAYE-YO (CREOLE):

Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen $14.83 pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.

CERTIFICATION OF COMPLIANCE
WITH
THE LIVING WAGE ORDINANCE

The Palm Beach County Living Wage Ordinance states: "Every six (6) months the non-county employer shall certify and file with the construction department if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction contract during the preceding six month period were paid the living wage in compliance with this division."

The undersigned authorized person hereby certifies that the above requirements are adhered to and that payroll records are being maintained in accordance with the requirements of the Ordinance.

Project:_____

_____
Contractor

By:_____
Signature

_____
Title

Date:_____