

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 8, 2008

Consent Regular
 Workshop Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Task Order No. 1 to the Construction Management Contract with The Weitz Company (R2007-1105) for preconstruction services for the State Attorney/Public Defender, Judicial Center Complex and Government Center Hurricane Hardening project in the amount of \$509,427.

Summary: On July 10, 2007, the Board entered into a continuing services contract with The Weitz Company for construction management services. Task Order No. 1 provides for early participation of the Construction Manager, in design reviews and cost estimating (\$117,665) and critical window system testing and product approval (\$391,762). This participation should ensure more accurate and realistic cost estimates, early opportunity for value engineering, constructability review, and impact and water infiltration testing of the window mock ups at the hurricane testing laboratory allowing for the required final adjustments of the window glazing retrofit design. The primary source of funding for this project is from a recently approved grant agreement with the State of Florida, Division of Emergency Management. There is no SBE participation in this preconstruction services task order. The 15% SBE goal for the entire project including this task order will be provided during the construction phase. **(Capital Improvements Division) District 7 (JM)**

Background and Justification: On January 15, 2008, the Board of County Commissioners approved a grant agreement with the State of Florida, Division of Emergency Management, in the amount of \$13,205,595, with an additional \$4,401,865 of County matching funds, for hurricane hardening of the SA/PD, Judicial Center Complex, and the Government Center Buildings.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Task Order No. 1

Recommended by:

Department Director

6/17/08

Date

Approved by:

County Administrator

7/3/08

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>\$509,427</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u> </u>
Operating Costs	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u> </u>
External Revenues	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u> </u>
Program Income (County)	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u> </u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u>\$509,427</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes x No
 Budget Account No: Fund 3804 Dept 411 Unit B430 Object 4907
 Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:

Stwillhite 7.1.08
 OFMB
 6/30/08
 6/30/08
 CN
 6/25/08

Jan J. Jacoby 7/2/08
 Contract Administrator
 6/29/08

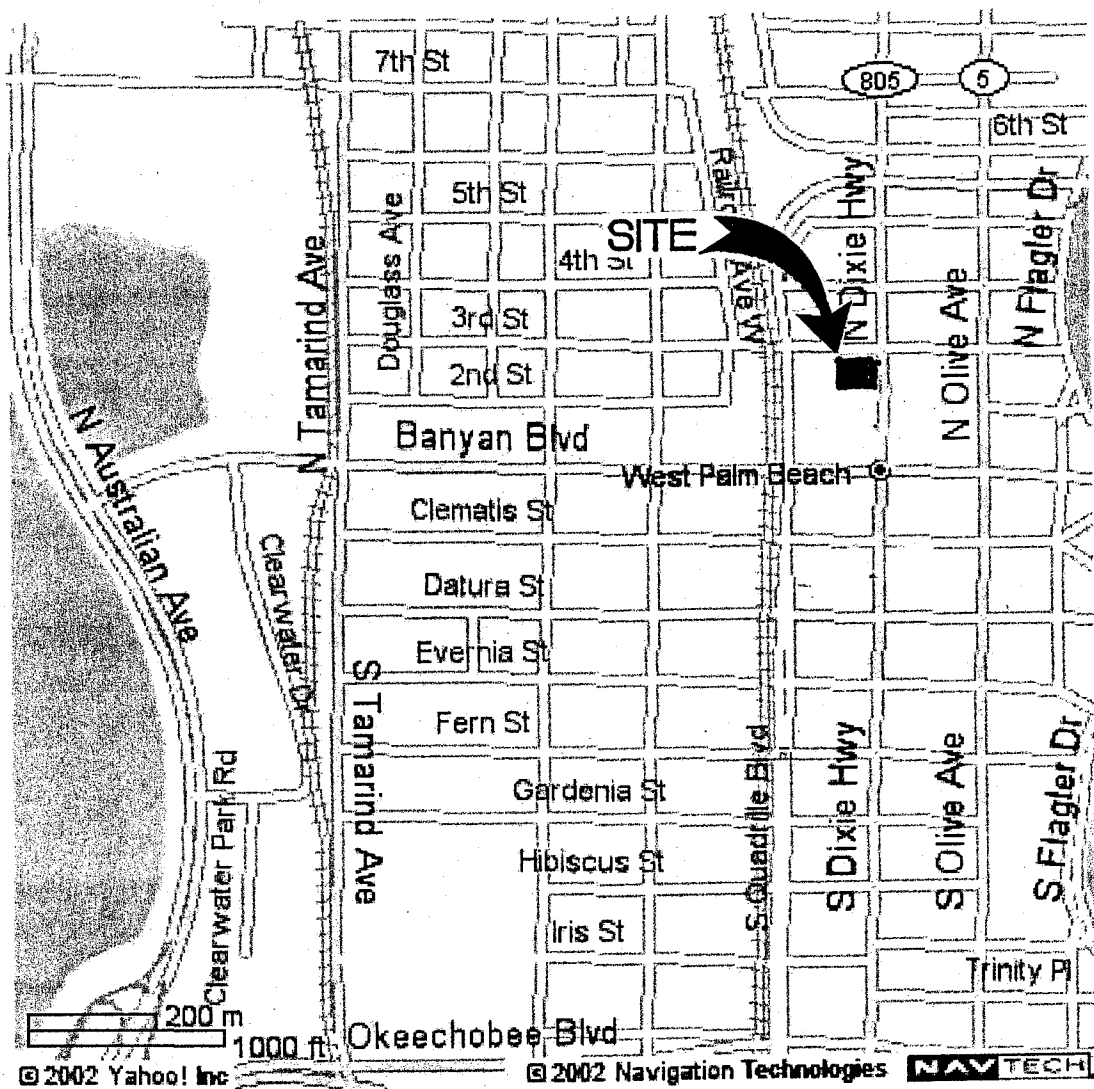
**This item complies with current
 County policies.**

B. Legal Sufficiency:
James C. King 7/3/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.



LOCATION MAP

N.T.S.



ATTACHMENT # 1

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 05/20/08

REQUESTED BY: Anil Patel

FAX: 233-0270

PROJECT TITLE: State Attorney/Public Defender, Judicial Center Complex
and Government Center Hurricane Hardening

PROJECT NO.: 08204

ORIGINAL CONTRACT AMOUNT: NA - CM@RISK ANNUAL BCC RESOLUTION#: _____
DATE: _____

REQUESTED AMOUNT: \$509,427.00

CSA or CHANGE ORDER NUMBER: Task #1

CONSULTANT/CONTRACTOR: The Weitz Company

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR:

Task #1 for Preconstruction Services

CONSTRUCTION	<u>\$509,427.00</u>
PROFESSIONAL SERVICES	_____
STAFF COSTS** (DESIGN / CONST. PHASE)	_____
MISC. (permits, prints, advertising, etc)	_____
TOTAL	<u>\$509,427.00</u>

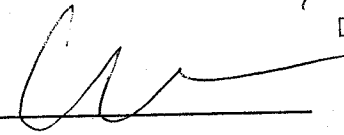
** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3804 DEPT: 411 UNIT: 13430 OBJ: 4907

FUNDING SOURCE (CHECK ALL THAT APPLY): AD VALOREM OTHER

FEDERAL/DAVIS BACON

BAS APPROVED BY:  DATE: 5.30.08

ENCUMBRANCE NUMBER: 052808-1498

ATTACHMENT # 2

**TASK ORDER NO. 1 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
STATE ATTORNEY/PUBLIC DEFENDER, JUDICIAL CENTER COMPLEX
AND GOVERNMENT CENTER HURRICANE HARDENING
PROJECT NO. 08204**

WHEREAS, the Owner and Construction Manager, The Weitz Company, acknowledge and agree that the Contract (R2007-1105) between Owner and Construction Manager, dated 07/10/07, is in full force and effect and this Task merely supplements said Contract;

WHEREAS, the parties hereto have negotiated a Price, between Owner and Construction Manager whereby the construction manager will render pre-construction services as specified in said Contract;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sum of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

(1) PRE-CONSTRUCTION PHASE

Pursuant to Article 2.1 of the Contract between Owner and Construction Manager, the parties agree to the Price of **\$509,432** for the pre-construction services for the State Attorney/Public Defender, Judicial Center Complex, and Government Center Hurricane Hardening, in accordance with the attached proposal dated May 16, 2008.

ATTACHMENT # 3

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Task Order on behalf of the COUNTY and CONSTRUCTION MANAGER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: Ann Mary Wolf
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

[Signature]
Signature

CONSTRUCTION MANAGER:

[Signature]
Signature

Diane De Crook
Name (type or print)

Dennis Gallagher
Name (type or print)

President
Title

(Corporate Seal)

Palm Beach County - Window Replacement / Building Hardening

PRE-CONSTRUCTION SERVICES SUMMARY

JCC, SAPD & GCC BUILDING'S - West Palm Beach, Florida

PBC Project No. 08204; TWC Project No. F108602

4/16/2008 (Revised 5/16/2008)

Description of Services (Budget Cost Estimating, Scheduling & Constructability Analysis)	Scheduled Release	Duration (weeks)	Total Manhours	Rate	Total Cost
1. Conceptual Design Budget (Preliminary) / Closure Document	4/28/2008	7			
Project Officer/CM			13	\$ 170.00	\$ 2,210
Sr. Pre-construction Manager			65	\$ 120.00	\$ 7,800
Pre-construction Manager			0	\$ 100.00	\$ -
Sr. Project Manager			0	\$ 120.00	\$ -
General Superintendent			0	\$ 120.00	\$ -
Project Manager			90	\$ 100.00	\$ 9,000
Project Engineer			0	\$ 55.00	\$ -
Project Superintendent			0	\$ 80.00	\$ -
Chief Estimator			12	\$ 120.00	\$ 1,440
Estimator			96	\$ 90.00	\$ 8,640
Project Coordinator / Accountant			25	\$ 50.00	\$ 1,250
Reimbursables					
Plan & Specification Reproduction		1		\$ 2,015.00	\$ 2,015
Travel Costs		1		\$ 165.00	\$ 165
Office Supplies; Copies; Postage; Express Mail, Phone, Photos		1		\$ 490.00	\$ 490
SubTotal			301		\$ 33,010
2. Design Development Budget Update #1 / Closure Document	6/16/2008	12			
Project Officer/CM			13	\$ 170.00	\$ 2,210
Sr. Pre-construction Manager			37	\$ 120.00	\$ 4,440
Pre-construction Manager			0	\$ 100.00	\$ -
Sr. Project Manager			0	\$ 120.00	\$ -
General Superintendent			13	\$ 120.00	\$ 1,560
Project Manager			135	\$ 100.00	\$ 13,500
Project Engineer			53	\$ 55.00	\$ 2,915
Project Superintendent			14	\$ 80.00	\$ 1,120
Chief Estimator			12	\$ 120.00	\$ 1,440
Estimator			158	\$ 90.00	\$ 14,220
Project Coordinator / Accountant			25	\$ 50.00	\$ 1,250
Reimbursables					
Plan & Specification Reproduction		1		\$ 1,115.00	\$ 1,115
Travel Costs		1		\$ 145.00	\$ 145
Office Supplies; Copies; Postage; Express Mail, Phone, Photos		1		\$ 430.00	\$ 430
SubTotal			460		\$ 44,345
3. 100% Design GMP / Closure Document	9/8/2008	16			
Project Officer/CM			13	\$ 170.00	\$ 2,210
Sr. Pre-construction Manager			37	\$ 120.00	\$ 4,440
Pre-construction Manager			0	\$ 100.00	\$ -
Sr. Project Manager			0	\$ 120.00	\$ -
General Superintendent			0	\$ 120.00	\$ -
Project Manager			135	\$ 100.00	\$ 13,500
Project Engineer			0	\$ 55.00	\$ -
Project Superintendent			14	\$ 80.00	\$ 1,120
Chief Estimator			16	\$ 120.00	\$ 1,920
Estimator			120	\$ 90.00	\$ 10,800
Project Coordinator / Accountant			45	\$ 50.00	\$ 2,250
Reimbursables					
Plan & Specification Reproduction		1		\$ 3,415.00	\$ 3,415
Travel Costs		1		\$ 165.00	\$ 165
Office Supplies; Copies; Postage; Express Mail, Phone, Photos		1		\$ 490.00	\$ 490
Sub Total			380		\$ 40,310

PRE-CONSTRUCTION SERVICES SUMMARY

JCC, SA/PD & GCC BUILDING'S - West Palm Beach, Florida

PBC Project No. 08204; TWC Project No. F108602

4/16/2008 (Revised 5/16/2008)

Description of Services (Budget Cost Estimating, Scheduling & Constructability Analysis)	Scheduled Release	Duration (weeks)	Total Manhours	Rate	Total Cost
4. Window System Testing/Product Approval (GCC & SA/PD Only)	5/1 - 10/24	25			
Testing / Product Approval Consultant					
BC Industries - Window test & product approval services (JCC & SA/PD)		1		\$ 362,975.00	\$ 362,975
BC Industries - Window test & product approval services (GCC)		0		\$ -	\$ -
Field Investigation & Window Mock-up (6 - 8 lites) (JCC & SA/PD)					
Weitz field labor		1		\$ 3,600.00	\$ 3,600
Misc. materials & services		1		\$ 1,800.00	\$ 1,800
BC Industries - Admin., labor, materials (Incl. one (1) mock-up)		1		\$ 16,677.00	\$ 16,677
Water penetration testing & inspection consulting services (By Owner)		0		\$ -	\$ -
The Weitz Co. Admin. & Supv.					
Project Officer/CM			0	\$ 170.00	\$ -
Sr. Pre-construction Manager			16	\$ 120.00	\$ 1,920
Pre-construction Manager			0	\$ 100.00	\$ -
Sr. Project Manager			0	\$ 120.00	\$ -
General Superintendent			0	\$ 120.00	\$ -
Project Manager			40	\$ 100.00	\$ 4,000
Project Engineer			0	\$ 55.00	\$ -
Project Superintendent			0	\$ 80.00	\$ -
Chief Estimator			0	\$ 120.00	\$ -
Estimator			0	\$ 90.00	\$ -
Project Coordinator / Accountant			8	\$ 50.00	\$ 400
Reimbursables					
Plan & Specification Reproduction		1		\$ 350.00	\$ 350
Travel Costs		2		\$ 20.00	\$ 40
Office Supplies; Copies; Postage; Express Mail, Phone, Photos				\$ -	\$ -
Sub Total			64		\$ 391,762
Total Preconstruction Services			1,205		\$ 509,427

Includes:

Pre-Construction scheduled start/compl. date: 4/15/08 - 12/31/08

Obtain necessary product approvals for the window systems (JCC & SA/PD).

Construction scheduled start date: 4/15/09

Detailed planning and logistics.

Detailed project schedules. (Pre-construction and Construction)

Estimating / Budgeting at the following design stages: Conceptual (Preliminary Estimate), Design Development (Update #1) & 100% CD's (GMP).

Estimating / Budgeting services for the JCC, SA/PD & GCC buildings so long as they are done concurrently.

Value Analysis.

Subcontractor scope & cost administration.

SBE Procurement Plan.

Site / Building investigation.

Constructability studies w/ economic design solutions.

Field Mock-up to include up to six (6) lites.

Attend and actively participate in all project meetings.

Excludes:

Construction design documents and shop drawings.

Field survey to measure all window openings.

Staging / scaffold costs.

Glazing Consultant Services & water penetration testing on the field mock-up, etc.

Glass & Glazing Testing and Product Approval Services **08J**

Specifications / Notes	Ticket Total	1
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Subcontractor Used	
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Sub/Supplier	BC Industries Jim Hatton 813.886.0240	Palm Beach Glass Donill Kenney 561.655.3344
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Addenda	
SBE Status	
Experience Modification Rate	
Price Good Thru	
Base Quote	

Description	Quantity	UOM	U \$	Duration / Qnty.	\$	Duration / Qnty.	\$
1. Make new dies, incl. engineering & drawings - Number of Die's			\$ 73,200	4 wks 34	\$ 120,000	4 wks 37	
2. Materials for test mock-up, incl. glass			\$ 128,300	8 wks	\$ 43,200	12 wks	
3. Fabrication of mock-up			\$ 21,000	2 wks	\$ 4,800	1 wk	
4. Installation of mock-up			\$ 17,500	2 wks	\$ 5,760	1 wk	
5. Lab testing & fees			\$ 61,880	4 wks	\$ 120,000	5 wks	
6. Project Management to coordinate testing			\$ 19,500		\$ 26,880		
7. General Admin. - travel, meetings, reports, etc.			\$ 14,000		\$ 22,400		
8. Bldg. investigation, planning, logistics, etc.			\$ 5,600		\$ 3,200		
9. Mock-up a 6 lite opening in the field, incl. mats.			\$ 6,500		\$ 6,500		
Exclusions:							
a. GCC Building testing & product approval.							
b. Preparation of construction documents.							
c. Shop Drawings.							
d. Field survey to measure all window openings.							
e. Rental of equipment (staging, scaffold, etc.)							
f. Water penetration testing on field mock-up, etc.							
Sub Total			\$ 347,480		\$ 352,740		
General Liability Insurance	1.025%		\$ 3,562		\$ 3,616		
Sales Tax @	0.000%		\$ -		\$ -		
Bond / Subguard @	0.000%		\$ -		\$ -		
Contractor Contingency	3.000%		\$ 10,531		\$ 10,691		
Construction Fee	5.000%		\$ 18,079		\$ 18,352		
Totals			\$ 379,652		\$ 385,399		

ALTERNATES:

REMARKS:

WEITZ RECOMMENDATION: B.C. Industries OWNER APPROVAL: _____

May 14, 2008

Consulting Agreement

Client **Weitz Co.**

Project **West Palm Beach Judicial Complex**

Scope of Services:

BCI will review available project documents in order to understand the original design intent of the fixed window systems.

BCI Staff and engineer will inspect the current condition of the installed fixed window wall system materials and components.

BCI has attached a scope of services. This scope is limited to reproducing the entire necessary die and materials as outlined in the design and mock up drawings dated May 13, 08 as well as conduct testing and any additional modifications to retro fit the existing curtain wall system to a Florida Product approved impact system for the WPB Judicial Complex.

BCI has performed initial engineering on the existing system and generated engineering drawings of the proposed retrofit conditions.

This agreement is solely to include the services necessary to qualify the existing non-impact system to a qualified impact system. It does not include any work for any of the entrance and door systems or services of any other kind.

Additional Available Services:

Jobsite Inspections – BCI staff will monitor the remedial work for compliance with the remedial recommendations and will issue regular written reports of our observations. Any noted deviations from these documents will be recorded for corrective action and the status of the remedial work will be monitored.

ON Site Performance Testing – BCI will provide performance-testing services to in accordance with ASTM and AAMA test methods, as appropriate.

Additional Engineering Services – BCI will provide professional engineering for any related tasks to the building envelope

Construction Services – BCI can assist / provide with any pre bid and construction service.

Conditions & Exclusions:

1. Services will be provided on a unit rate basis in accordance with the following standard fee schedule. BCI reserves the right to utilize support personnel to accomplish the above Scope of Work.

Principal	\$ 150.00/hour
Professional Engineer	\$ 150.00/hour
Senior Consultant	\$ 140.00/hour
Project Manager	\$ 120.00/hour
Drafting Services	\$ 70.00/hour
Administrative	\$ 40.00/hour

Jobsite Water Penetration Testing \$ 3,000.00/day

2. Reimbursable expenses include travel, lodging, a \$50.00 per diem/staff, messenger services, reproduction costs, and attorney review of client submitted contracts. All will be charged at face value plus 15% for handling.

3. Billable time includes site inspection, travel to and from the office to the inspection site, report preparation, PE review and certification, meetings and consulting as requested.

4. Indicated rates are based upon the provision of services during an eight (8) hour period between the hours of 7:00 am and 5:30 pm. Overtime rates are applicable before and after the above mentioned times and will be charged at the rate of 1 ½ times our regular rate. Weekend and holidays will be charged at 2 times the regular rate.

5. Payment terms are 30 days net. A charge of 1.5% per month (18% per annum) will be charged on all past due accounts. BCI reserves the right to suspend or terminate services if payment is not made within 30 days from the date of our invoice.

6. To the maximum extent permitted by law, the client agrees to limit the liability of BCI Incorporated, Inc. to the total compensation received for services rendered on this project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

7. Exclusions:

- a. The supporting structure, i.e. building skeleton, floor slabs and embedment, and any other structure work are not to be certified by us. We
-

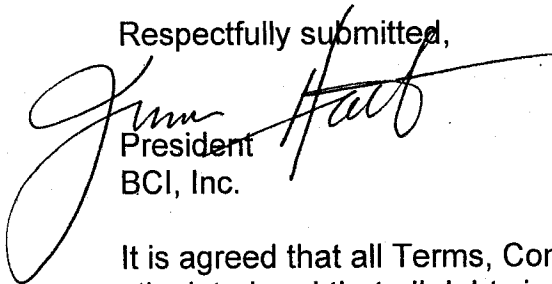
will report conditions that we deem inadequate, for the review by the architect and structural engineer.

- b. We will not conduct any instrumented alignment and measurement checks. We will verify general alignment by reviewing the resulting joints between components. Noted misalignment of joints, twist or bow of members will be reported.
- c. When deviations or deficiencies are observed and reported by us, we will request that the engineer of record for either the structure or the exterior wall approve remedial details.
- d. Prices do not include scaffolds, scaffold operators, or similar access equipment that may be required during inspection or testing. Any additional costs incurred will be billed at cost plus 15%.

Commencement of Services:

We are prepared to commence work immediately upon receipt of a signed copy of this proposal. Invoices will be issued monthly as services are rendered, with the retainer applied to our final invoice. Should you require any additional information or have any questions regarding the above, please do not hesitate to call.

Respectfully submitted,



President
BCI, Inc.

It is agreed that all Terms, Conditions, and Exclusions listed above are agreed as stipulated and that all debts incurred are the responsibility of the Firm as authorized by the signature below.

Accepted by: Weitz Co.

Signature Date

Print Name

May 14, 2008

Construction Services Schedule**West Palm Beach Judicial Complex****Item**

- | | |
|--|----------|
| 1. Create new die drawings and procure new dies | \$73,200 |
| Drawings 2-3 weeks | |
| Sample Materials delivery 8 weeks | |
| 2. Extrude materials for mock ups | \$85,000 |
| W / all associated components ie; gaskets, clips etc | |
| Glass for mock up w/ extras of each size | \$28,300 |
| Metal panel and spandrel | \$15,000 |
| 3. Fabrication of Mock ups | \$21,000 |
| Mock up installation drawings | |
| Approx. 2-3 weeks to fab. | |
| 4. Installation of Mock ups | \$17,500 |
| Chamber coordination | |
| Labor to install (est.) | |
| Approx 10 days to deliver and install | |
| 5. Lab test fees (HTL) | \$61,880 |
| Approx 3-4 weeks barring major problems | |
| Project Mgmt / engineer to coordinate plus 1 technician | \$19,500 |
| 6. General administration / travel / reports / misc. | \$14,000 |
| 7. Site work to review logistics, plan, | \$5,600 |
| 2men @ 24 hrs ea | |
| misc. equipment / tools | |
| 8. Field samples of modified window wall prior to construction | |

*Architectural Glazing Building Enclosures*5008 Tampa West Blvd. / Tampa, Florida 33634 / (813) 886-0240 / FAX (813) 881-0812
E-Mail: bcindustries.com

Installation

\$6500

Total

\$347,480

Excludes : any field measurements
Preparation of Construction docs.
Field Testing
Shop Drawings (other than mock ups)
Rental of equipment (stage scaffold)
Any services other than listed above

Terms Net 30 on monthly invoices no retentions
Items 1 & 2 will be invoiced in full upon receipt of materials in BCI facility
Lab test fees will be billed 30 days in advance of actual requirement
Final reports / tests due upon payments in full

Proposal

Palm Beach Glass
1717 Edgar St
West Palm Beach, FL 33401
(561) 655-3344 Fax (561) 659-6222

PROPOSAL: 001821 DATE: 04/23/08
PALM BEACH COUNTY
ATTN: MIKE VANDERPOOLE

(561) 686-5511

(561) 686-7774

CLIENT: WECO
Weitz Company
1720 Centrepark Drive East
West Palm Beach, FL 33401

PROJECT: DK499
PALM BEACH COUNTY

Contractor agrees to furnish all equipment, materials, supplies, and labor, subject to prompt acceptance within 15 days, and to all conditions stipulated below to complete the following work:

Proposal General Notes:

NEW EXTRUSION

1) CREATE NEW DIES 37 EACH
DRAWINGS 4 WEEKS / MATERIALS 8-12 WEEKS
\$ 120,000 ✓

2) MATERIAL FOR MOCK UP
12 WEEKS
\$ 43,200 ✓

3) FAB MOCK UP
1 WEEK
\$ 4,800 ✓

4) INSTALL MOCK UP
1 WEEK
\$ 5,760 ✓

5) LAB TEST
4-6 WEEKS
\$ 120,000 + DEPENDS ON TEST WANTED ✓

5 ½ PROJECT MANAGE
\$ 26,880 ✓

6) GENERAL ADMINISTRATION
\$ 22,400 ✓

) SITE WORK TO REVIEW SHOULD
BE COMPLETED BY NOW
\$ 3,200

*GIVE ME A CALL
TO REVIEW*

Proposal Exclusions:

Proposal

001821

Page 2

04/23/08

(561) 686-5511

(561) 686-7774

- " load pressure exceeding +35/-35
- " Interior caulking or any secondary exterior beads
- " Field verification of sizes
- " Custom Design colors, custom exotic finish, kynar finish, clear coat
- " Sill flashing, coping, or aluca-bond panels, roof flashing
- " Automatic door, openers, guide rails, or any electrical wiring
- " Concealed closers, panic hardware, or panic other than per product approval if included in above bid, water resistant door threshold
- " Mirrors, decorative glass, window film, or shelves
- " Operable vents in glazing system / fire escapes
- " Security devices (cameras, videos, magnetic latches, card reader and openers
- " Stainless steel anchor except as noted
- " Walking platforms, scaffolding, hoists, and cranes unless noted in inclusions
- " Custom door hardware which has not been approved or tested for impact
- " Large missile impact above 30'
- " Handicapped, framed mirrors, or edging
- " All interior glass or glazing including door lites mirrors and desktops
- " 1/4" wire glass & interior fire rated glazing leading glass, ballistic, glass, insulated or specialty glass unless included in inclusions
- " Bug sweeps, drip caps, bumpers, and latches
Shutters or screens
- " Sliding glass door screens or screens at swing doors
- " Overtime labor or prevailing labor wages or any additional accounting
- " Special inspections, testing, permitting, or any associated costs
- " Electronic access hardware, outside of door frame or door, transformers elec. Wiring, wall switches etc.
- " Final cleaning
- " Warranty past one year unless issued by manufacturer which would include only specific manufacturer warranty (no labor after one year from P.B.G.S.)
- " Protection of materials after daily installation
- " Re-working alum. Frames or re-working glass to accommodate out of tolerance openings
- " Attic stock glass or aluminum
- " Special testing, field mock-ups or associated costs
- " Board -up opening temporary or permanent
- " Decorative patterns, graphics, appliques on glazing system or optical quality glass
- " Louvers, grills, skylites, canopies, or sunscreens
- " Embed placement, or embeds insulation, fire safing, smoke stop or testing
- " Glass block or equal
- " Interior breakmetal or labor for curtains, blinds, end caps, sill stool etc.
- " Liquidated damages, penalties, or any costs
- " Professional errors and omissions insurance or costs/ bond or bonding costs
- " Protective coating or material that is removable and temporary
- " Risk analysis or financial statements
- " Safeguards or railings
Structural support at glazing system, cantilevers, curtain wall, parapet, headers sills and jambs
- " Wood blocking or bucking
- " Non payment for stored material or non payment for off site storage
- " Stucco/drywall repair paint/landscape drape or furniture removal /interior window sills

Proposal

001821

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04/23/08

(561) 686-5511

(561) 686-7774

- " Composite cleaning crew or any additional supplied labor
- " Special inspection, or water, air, wind testing or any consultant fee's
- " Condominium association approval, or any associated costs
- " All damage, modification, due to removal and replacement of any material supplied by P.B.G.S., owner or contractor

Window Replacement Note: There may be damage to both interior and exterior finishes when removing the existing windows. The amount of repair required is job specific and can not be predetermined. We are not responsible for any repair of stucco, drywall, paint, marble, window sills, and all other finishes. Also all removal of furniture, drapes, blinds, etc are the responsibility of the owner. The costs of these repairs if required are not included in this proposal. Other subcontractors must be hired by the owner to complete these other items.

Warranty from Non-Maintenance

Any non-compliance to cleaning, maintenance, or material subjected to abnormal use. (To be determined by PBGS.)

Additional Cost

In the event of any default of this agreement, including specifically but not limited to any failure of payment, as a result of which Palm Beach Glass incurs any expenses, including attorney's fees and costs, then said additional expenses shall become an immediate obligation of Owner/Contractor/Representative as an additional cost, and shall be paid within 3 business days of notice of same. Failure to pay same will constitute a default of this agreement. In the event of any litigation arising under this agreement, then the prevailing party shall be entitled to collect its reasonable attorney's fees and all expenses of litigation from the other party.

TOTAL BID: _____

Signed: _____

Dated: _____

Title: _____