

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: August 18, 2009 Consent [X] Regular []
Public Hearing []

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Authorization No. 4 to the Optimization and Improvements Design/Build Services with Globaltech, Inc. (R2008-2323) for the South Bay Regional Wastewater Pump Station in the amount of \$550,336.

Summary: On December 16, 2008, the Board approved the Water Utilities Department Optimization and Improvements Design/Build Services Contract with Globaltech, Inc. for treatment plant and regional pump station projects. Funding for the project is from a Community Development Block Grant (CDBG) made available through the Department of Housing and Community Development (HCD). This Work Authorization is a guaranteed maximum price for the construction of the South Bay Regional Wastewater Pump Station. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. The contract with Globaltech, Inc. provides for SBE participation of 75.00% overall. This authorization includes 77.94% overall participation. The cumulative SBE participation, including this work authorization, is 70.84% overall. (WUD Project No. 09-041) District 6 (JM)

Background and Justification: On December 16, 2008, the Board approved the Water Utilities Department Optimization and Improvements Design/Build Services with Globaltech, Inc. (R2008-2323). This Work Authorization is a guaranteed maximum price for improvements to South Bay Regional Wastewater Pump Station. The existing open basin wastewater pumping station at South Bay will be abandoned and replaced with an in-line booster pump station with automatic by-pass during low flow periods.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Two (2) Original Work Authorization No. 4

Recommended By:  7/23/09
Department Director Date

Approved By:  8-5-09
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$550,336.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$550,336.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 1101 Agency 143 Org. 1431 Obj. 8101- BG47F-GY06 \$390,776.00
 Fund 1101 Agency 143 Org. 1431 Obj. 8101- BG-47F-GY07 \$159,560.00

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

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

Funding for this project is from a Community Development Block Grant (CDBG) made available through the Department of Housing and Community Development (HCD).

C. Department Fiscal Review: Selma M West

III. REVIEW COMMENTS

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

[Signature] 2/30/09
 2/27/09 OFMB 7/27 7/24/09

[Signature] 7/31/09
 Contracts Development and Control
 E. Jones 7/30/09

B. Legal Sufficiency:
[Signature] 8/4/09
 Assistant County Attorney

This item complies with current County policies.

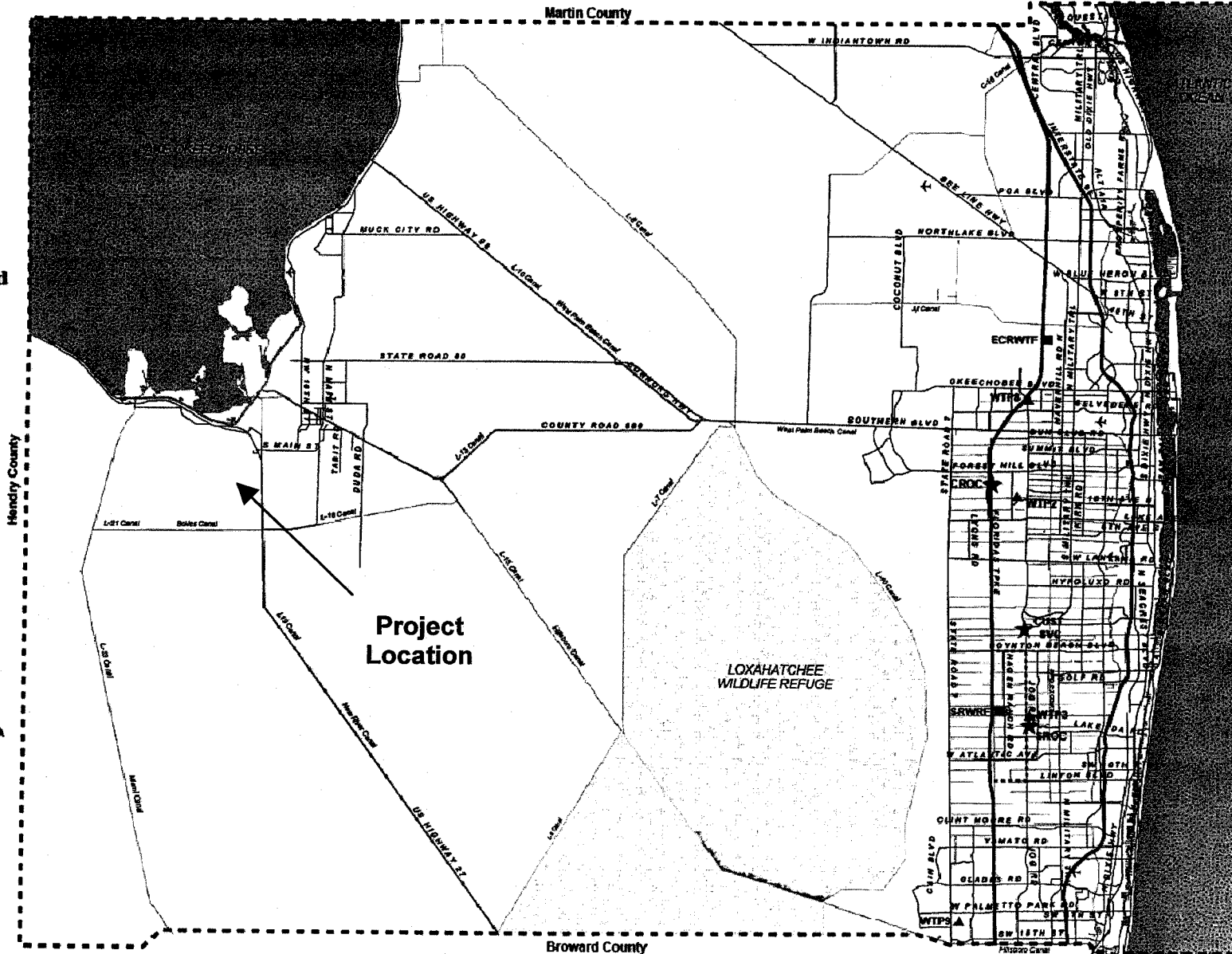
C. Other Department Review:

 Department Director

Project Location



Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities



Legend

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- - - - COUNTY LIMITS
- ★ Administration
- Water Reclamation Plant
- ▲ Water Treatment Plant
- ⊙ Wetlands



Project Name WUD # 09-041

**PALM BEACH COUNTY
INTER-OFFICE MEMORANDUM**

DATE: July 17, 2009

TO: Steve McGrew, P.E., Manager
Water Utilities Department

FROM: Edward W. Lowery, Director
Housing & Community Development

RE: **Budget Availability Statement**
City of South Bay - Waste Water Treatment Plant Pump Station Replacement

This represents our Budget Availability Statement (BAS) for the referenced project as follows:

Budget Account No:	Amount	Purpose
Fund 1101 Dept 143 Org 1431 Obj 8101 Program Code/Period BG47F-GY06	\$390,776	Construction Costs
Fund 1101 Dept 143 Org 1431 Obj 8101 Program Code/Period BG47F-GY07	\$159,560	Construction Costs
//////////////////////////////////// Total	\$550,336	////////////////////////////////////

If you require any further information on the above, please contact Amin Houry, Manager, Housing and Capital Improvements, at 233-3625.

Edward W. Lowery 7/20/09
 Edward W. Lowery, Director
 Housing and Community Development
[Signature] 7-17-09

WORK SERVICES AUTHORIZATION NO. 4

Project No. WUD 09-041

Budget Line Item No. 1101-143-1431-8101 BG47F-GY06 \$390,776.00
1101-143-1431-8101 BG47F-GY07 \$159,560.00

Project Title: SOUTH BAY REGIONAL WASTEWATER PUMP STATION

District No.: 6

THIS AUTHORIZATION No. 4, to the Contract for Optimization and Improvements Design-Build Services dated December 16, 2008 with an effective date of December 16, 2008 (Optimization and Improvements Design-Build Contract R2008-2323), by and between Palm Beach County and the Design-Build Entity identified herein, is for the Construction Services described in Item 3 of this Authorization. The Contract provides for 75% SBE participation overall. This Consultant Services Authorization includes 77.94% overall participation. The cumulative SBE participation, including this authorization is 70.84% overall.

1. **DESIGN-BUILD ENTITY: Globaltech, Inc.**
2. **ADDRESS: 1075 Broken Sound Pkwy NW, Suite 103, Boca Raton, FL 33487**
3. **Description of Services to be provided by the Design-Build Entity:**

Provide design-build services to construct a regional wastewater pump station at the South Bay Wastewater Treatment Plant. The new pump station will be an in-line pump station that will pump raw wastewater through an existing 10-inch diameter forcemain to the headworks of the Belle Glade Wastewater Treatment Plant.

See EXHIBIT "A".

4. **Services completed by the Design-Build Entity to date:**
See EXHIBIT "B" and "C".
5. **Design-Build Entity shall begin work promptly on the requested services.**
6. **The compensation to be paid to the Design-Build Entity for providing the requested services shall be:**
 - A. **Computation of time charges plus expenses, not to exceed \$ N/A**
 - B. **Fixed price of \$550,336.00**

7. This Authorization may be terminated by the County without cause or prior notice. In the event of termination not the fault of the Design-Build Entity, the Design-Build Entity shall be compensated for all services performed through the date of termination, together with reimbursable expenses (if applicable) then due.
8. EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated 12/16/08 with an effective date of 12/16/08 remain in full force and effect.

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

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

Bev A. Beaudet
Bev A. Beaudet, Director
Water Utilities Department

GLOBATECH, INC.

By: [Signature]
Title: President
Florida
(Insert state of corporation)

[Signature]
(Witness signature)

RICHARD D. OLSON
(Witness name printed)

[Signature]
(Witness signature)

David Schuman
(Witness name printed)

7-16-09
(Date of execution)

1075 Broken Sound Pkwy NW, Suite 103
(Design-Build Entity's Official Address)

Boca Raton, FL 33487
(Design-Build Entity's City, State, Zip Code)

(Corporate Seal)

**PALM BEACH COUNTY
INTER-OFFICE MEMORANDUM**

DATE: July 17, 2009

TO: Steve McGrew, P.E., Manager
Water Utilities Department

FROM: Edward W. Lowery, Director
Housing & Community Development

RE: **Budget Availability Statement**
City of South Bay - Waste Water Treatment Plant Pump Station Replacement

This represents our Budget Availability Statement (BAS) for the referenced project as follows:

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//////////////////////////////////// Total	\$550,336	////////////////////////////////////

If you require any further information on the above, please contact Amin Houry, Manager, Housing and Capital Improvements, at 233-3625.

Edward W. Lowery 7/20/09
 Edward W. Lowery, Director
 Housing and Community Development

[Signature] 7-17-09

EXHIBIT A

WORK AUTHORIZATION NO. 4

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT DESIGN-BUILD SERVICES

SCOPE OF WORK FOR SOUTH BAY REGIONAL WASTEWATER PUMP STATION

INTRODUCTION

Palm Beach County (COUNTY) entered into an agreement entitled Contract for Optimization and Improvements Design-Build Services - Palm Beach County Utilities Department Project No. WUD 08-078 (CONTRACT) with. **Globaltech, Inc.** (DESIGN-BUILD ENTITY) to provide design-build services for various general activities on (Reference Document R2008-2323). This Work Authorization will be performed under that CONTRACT.

SCOPE OF SERVICES

This project involves installing a new regional wastewater pump station at the decommissioned South Bay Wastewater Treatment Plant (WWTP). The scope of this project is based on the Preliminary Design Technical Memorandum previously submitted to PBCWUD by Globaltech. The project will be designed and constructed in accordance with the Palm Beach County Minimum Engineering Standard, the Florida Administrative Code 62-604, and the Preliminary Design Report.

The new pump station will be an in-line booster pump station that will pump raw wastewater from the South Bay WWTP, through an existing 10-inch diameter forcemain, to the headworks at the Belle Glade WWTP.

The pump station will be a triplex skid-mounted pump station with variable frequency drive (VFD) centrifugal-style wastewater pumps capable of handling 3-inch solids. The pump station shall be capable of pumping approximately 1,720 gpm at 98 psi. The pumps shall each be approximately 60 HP.

The aluminum or stainless steel skid will be mounted on a pile-supported concrete slab situated such that the pump station will not be damaged by standing water one (1) foot deep on the site (elevation 17 feet). The pump station shall include a bypass line that will allow the existing four (4) feeding pump stations to pump around the new pump station directly all the way to the Belle Glade WWTP when flows are low. The pump station shall operate automatically based on suction side pressure. When the pressure is low, the flow will go through the bypass. As suction side pressure increases an electric valve will actuate and one of the pumps will startup at a low speed. If suction pressure continues to rise the pump speed will increase up to a maximum of 100%

speed. If suction side pressure is still high then the second pump will start up in the same fashion. The third pump will function as an in-place spare.

The two feeding lines (10 and 12-inch) will be connected to a new 12-inch suction line. The existing WWTP influent piping and the existing effluent pump station piping will be left in place and valved off. This will allow some of the existing South Bay WWTP facilities to be used for surge storage and the existing effluent pump station to be utilized as a backup, if necessary.

Power will be fed from the existing control building. The existing generator and automatic transfer switch will be reused. A new antenna will be installed on a new 25 foot tall tower to provide remote control from the Lake Region WTP.

New valves and double-wall piping will be installed on the existing diesel fuel tank. The existing propane tank will be removed and the below-grade piping (if any) will be capped. A fence with two double gates will be installed around the pump station area (as depicted in the Technical Memorandum).

Description of Services

Task 1 – Administrative

1. Prepare detailed construction schedule to include as a minimum; design modification and review, site mobilization, detailed construction activities, scheduled shut downs and durations, equipment/material delivery times, testing, and startup and commissioning
2. Prepare a pre-purchase specification for the pump skid. The pump station shall be mounted on an aluminum or stainless steel skid and shall include a control panel and the associated breakers, VFDs and controls. The VFDs shall be located in an air-conditioned panel. The VFDs shall operate based on the suction side pressure. Two suction side pressure transducers shall be provided (one serves as a backup). System shall include an Allen Bradley Compactlogix controller module 1769-L32E (preprogrammed from the packaged pump station supplier) with Panelview 1000 on an Ethernet hub, Microwave Data Systems radio module MDS iNET900/ENI set with RS-232/DF1 asynchronous serial interface and Ethernet. Based on pump skid supplier selected, "Or-Equal" equipment may be substituted. The panel shall include a portable generator connection. Review specification with PBCWUD staff.
3. Prepare submittals (or confirmation of compliance with PBCWUD design standards), administer and track submittal process.
4. Schedule meetings, inspections, and testing with County, South Bay and Belle Glade staff
5. Prepare drawings and permitting applications for FDEP/PBCHD permits. The fee for the FDEP/PBCHD permit is included in this Work Authorization.

6. Prepare a permitting letter for PBCERM for the new fuel tank piping. Our understanding is that there is no fee associated with this letter notification. The City of South Bay will be responsible for paying the yearly use fee.
7. Prepare submittal drawings and submit materials to South Bay for building permits. Our understanding is that there is no fee for the building permit.
8. Prepare record drawings.
9. Prepare O&M manuals.

Task 2 – Construction Services

1. Establish staging areas with South Bay staff; mobilize to facilities
2. Provide a survey of the area (within the planned pump station fenced area).
3. Expose a section of existing force main piping to confirm DR value.
4. Install the below-grade suction and discharge piping. Below grade piping shall be C-900 PVC, DR shall match existing pipe, but shall be a minimum of DR-18. Below grade fittings shall be restrained joint epoxy-lined DIP.
5. Install auger-cast piles to support the pump slab. Construct the pump slab.
6. Install the pump skid on the slab.
7. Install the above-grade piping, valves and appurtenances. Above grade piping shall be epoxy-lined DIP.
8. Install an antenna to a new 25 foot tall tower to provide remote control and monitoring.
9. Install flow meter and other instrumentation equipment.
10. Install electrical conduits and cabling from the control building to the pump station.
11. Install a chain-link fence with two (2) double gates (as depicted in the Technical Memorandum). Fence shall meet PBCWUD standard and shall be black vinyl-coated with three (3) strands of barbed wire.
12. Provide timely reporting of Davis-Bacon wage act supporting documentation as required for grant compliance.
13. Cleanup work area and demobilize from site

Task 3 – Commissioning Services

1. Schedule vendor startup services with PBCWUD, South Bay and Belle Glade; assist vendor as required
2. Schedule startup and programming services with County staff and programmer.
3. SCADA coordination with County Staff (Staff will perform IFix screen modifications and additions.

ASSUMPTIONS

1. The proposed contract completion time is exclusive of permit acquisition time
2. County will review all submittals and provide comments within one calendar week and notify Globaltech of status
3. Liquidated Damages may be assessed for up to \$1,000 per day until Substantial Completion and up to \$500 per day from Substantial Completion to Final Completion.
4. The existing generator, automatic transfer switch and fuel tank (other than the valves and piping) are assumed to all be in good working order. No other modifications or repairs are provided in this Work Authorization.
5. Demolition of the existing facilities at the South Bay WWTP is not included.
6. Improvements to the existing control building are not included.
7. Upgrades to the existing South Bay lift stations are not included.
8. An allowance of \$15,000 is included.
9. Davis-Bacon wage rates apply to this project.

COMPENSATION

Compensation for Work Authorization No. 4 will not exceed the Lump Sum Amount (inclusive of allowances) of \$550,336.00. Attachment A provides the cost breakdown and fee.

SCHEDULE

The milestone completion schedule is provided in Attachment B. A detailed construction activity schedule will be provided under Task 1.1 of this WA.

M/WBE PARTICIPATION

As prescribed under Section 7.5 of the CONTRACT, M/WBE participation is included in Attachment C under this Authorization. The attached Schedule 1 defines the M/WBE participation.

ATTACHMENT – A	Budget Summary (3 Pages)
ATTACHMENT – B	Project Schedule
ATTACHMENT – C	SBE Schedules 1&2
ATTACHMENT – D	Location Map

**This is the *front page* of the performance/payment bond issued in compliance with
Florida Statute Chapter 255.05**

Surety Name: First Sealord Surety, Inc.
4901 17th Way #304
Fort Lauderdale, FL 33309
954-351-2030

Bond Number: 096776

Contractor Name: Globaltech, Inc.
1075 Broken Sound Pkwy NW #103
Boca Raton, FL 33487
561-997-6433

Owner Name: Palm Beach County
8100 Forest Hill Blvd.
West Palm Beach, FL 33413
561-493-6000

Project Number: WUD 09-041

Project Description: South Bay Regional Wastewater Pump Station

Project Address: South Bay Regional Wastewater Pump Station, Palm Beach
County, Florida

Legal Description of Property: South Bay Regional Wastewater Pump Station,
Palm Beach County, Florida

**This is the *front page* of the bond. All other pages are subsequent regardless of the
pre-printed numbers.**

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 096776

BOND AMOUNT: \$550,336.00

CONTRACT AMOUNT: \$550,336.00

CONTRACTOR'S NAME: Globaltech, Inc.

CONTRACTOR'S ADDRESS: 1075 Broken Sound Parkway, NW
Suite #103
Boca Raton, FL 33487

CONTRACTOR'S PHONE: 561-997-6433

SURETY COMPANY: First Sealord Surety, Inc.

SURETY'S ADDRESS: 4901 17th Way #304
Ft. Lauderdale, FL 33309

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 8100 Forest Hill Boulevard (P. O. Box 16097)
West Palm Beach, FL 33413

OWNER'S PHONE: (561) 493-6000

DESCRIPTION OF WORK: Construction of a regional wastewater pump station at the South Bay Wastewater Treatment Plant. The new pump station will be an in-line pump station that will pump raw wastewater through an existing 10-inch diameter forcemain to the headworks of the Belle Glade Wastewater Treatment Plant

PROJECT LOCATION: 850 NW 1st Ave., South Bay, FL 33493

LEGAL DESCRIPTION: South Bay Regional Wastewater Pump Station
Project No. WUD 09-041
Work Authorization No. 4

PUBLIC CONSTRUCTION BOND

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

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

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

Dollars (\$550,336.00)

(Five hundred fifty thousand three hundred thirty six and No/100 dollars)

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

WHEREAS,

Principal has by written agreement dated _____, 2009, entered into a contract with the County for

Project Name: South Bay Regional Wastewater Pump Station

Project No.: WUD 09-041

Project Description: This project involves the installation of a new inline booster pump station that will pump raw wastewater through an existing 10-inch diameter forcemain from the abandoned South Bay Wastewater Treatment Plant to the headworks of the Belle Glade Wastewater Treatment Plant.

Project Location: 850 NW 1st Ave., South Bay, FL 33493

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Globaltech, Inc.
Location of Firm: Boca Raton, FL 33487
Phone: 561-997-6433
Fax: 561-997-5811

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 dated _____, 2009, between Principal and County for the design and construction of South Bay Regional Wastewater Pump Station, 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 and Surety waives notice of such changes.


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

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the 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 coverage's and limitations of this instrument.

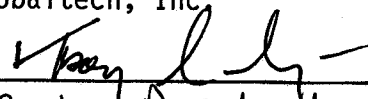
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions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

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

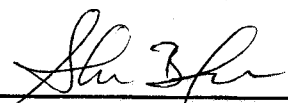

Witness


Witness

Principal
Globaltech, Inc. (Seal)


Title Vice President

Surety
First Sealord Surety, Inc. (Seal)


Title Shawn A. Burton, Attorney-in-Fact

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Globaltech, Inc. and
First Sealord Surety, Inc.

We the undersigned hereby guarantee that the **South Bay Regional Wastewater Pump Station, Project No. WUD 09-041**, 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) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(notice of completion filing date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Countersigned Resident Agent in Florida: Globaltech, Inc. (Seal)
(Contractor)

Shawn A. Burton, Florida Resident Agent By: *Tracy D. Ly*
(Agent) (Signature)
Vice President

By *Shawn A. Burton*
(Signature)

First Sealord Surety, Inc. (Seal)
(Surety)

By: *Shawn A. Burton*
(Signature)
Shawn A. Burton, Attorney-in-Fact

END OF SECTION

First Sealord Surety, Inc.
Power of Attorney

Power No: MIA-0036-09-00212

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint **Gerald J. Arch, Shawn A. Burton, James F. Murphy and/or Joanne M. Mursell all of Ft. Lauderdale, Florida** its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

***** Not To Exceed Five Million Dollars ----- (\$5,000,000.00) *****

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect.

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.

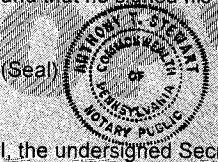


Attest: Gary L. Bragg
Gary L. Bragg, Secretary

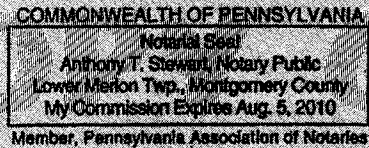
First Sealord Surety, Inc.
By: Joel D. Cooperman
Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania
County of Montgomery

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania; that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.



Anthony T. Stewart - Notary Public



CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this _____ day of _____, 20__

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 096776) the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent

(seal) Gary L. Bragg
Gary L. Bragg, Secretary



Brown & Brown
5900 N. Andrews Avenue, Suite 300 (Zip: 33309)
P.O. Box 5727
Fort Lauderdale, FL 33310-5727
954/776-2222 • FAX 954/772-7542
Statewide 1-800/339-0259

July 23, 2009

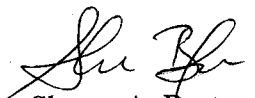
Palm Beach County
8100 Forest Hill Blvd.
West Palm Beach, FL 33413

Re: Globaltech, Inc.
Project: South Bay Regional Wastewater Pump Station Project No. WUD 09-041

To Whom It May Concern

Since the contract is not yet dated, we did not date the bonds or powers of attorney. We hereby authorize you, the obligee, to insert the dates on both the bonds and the powers of attorney once the contract is dated. You can date the bonds and powers the same date as the contract if you'd like.

Sincerely


Shawn A. Burton
Attorney-in-Fact

/an

MEMBER OF NATIONAL ASSOCIATION OF SURETY BOND PRODUCERS

ATTACHMENT - A (ENGINEERING)
WA #4 - South Bay Regional Wastewater Pump Station
Budget Summary

Task No.	Task Description	Labor Classification and Hourly Rate							*Sub-Consultant Services
		E6	E5	E2	T4	T2	Office	Total Labor	
		\$50.00	\$45.00	\$28.00	\$28.00	\$17.00	\$20.00		
1	Develop subcontracts with electrical and structural subs		8				4	\$440.00	
	Project Management		40				40	\$2,600.00	
	Subtotal Task 1	0	48	0	0	0	44	\$3,040.00	\$0.00
2	Meet with PBC and South Bay		8					\$360.00	
	PBCERM, FDEP and City building permits		8	8	0			\$584.00	
	Structural Design							\$0.00	\$3,000.00
								\$0.00	
	Subtotal Task 2	0	16	8	0	0	0	\$944.00	\$3,000.00
3	Pump Skid Prepurchase spec.		24		8		16	\$1,624.00	
	Design piping modifications		24	8	16		16	\$2,072.00	
	Civil Design		8		8			\$584.00	
	Electrical Engineering Design								\$20,000.00
	Asbuilts, permit closeout		16	0	8			\$944.00	
	Construction Site Visits		24	16				\$1,528.00	
	Subtotal Task 3	0	96	24	40	0	32	\$6,752.00	\$20,000.00
	Labor Subtotal Hours	0	160	32	40	0	76		
	Labor Raw Costs	\$0.00	\$7,200.00	\$896.00	\$1,120.00	\$0.00	\$1,520.00	\$10,736.00	
	Labor Multiplier	3.00	3.00	3.00	3.00	3.00	3.00		
	Labor SubTotal	\$0.00	\$21,600.00	\$2,688.00	\$3,360.00	\$0.00	\$4,560.00	\$32,208.00	
	Labor Total							\$32,208.00	
	Subconsultant Labor Total							\$23,000.00	
	Subconsultant Multiplier							\$1.10	
	Subcontract Total							\$25,300.00	
	Reimbursable Expenses							\$1,000.00	
	Project Total							\$58,508.00	

ATTACHMENT - A (CONSTRUCTION)
WA 4 - South Bay Regional Wastewater Pump Station
Budget Summary

CSI Division	Task Description	Labor Classification and Hourly Rate							Total Labor	Materials	*Sub-Contractor Services
		PRO8	PRO6	PRO6	NEO4	NEO2	T4	Office			
		\$60.00	\$40.00	\$35.00	\$24.00	\$18.00	\$28.00	\$20.00			
1a	Temporary Facilities										
	Container Rental				2				\$48.00	\$0.00	\$375.00
	Sanitary				2				\$48.00	\$0.00	\$225.00
	Trailer		2						\$80.00	\$270.00	\$630.00
	Temp Elect		2						\$80.00	\$100.00	
	Project Sign								\$0.00	\$250.00	
	Jobsite Supplies/Misc								\$0.00	\$143.00	
	Waste Hauling								\$0.00		\$700.00
	Subtotal Div 1a	0	4	0	4	0	0	0	\$256.00	\$763.00	\$1,930.00
1b	General Conditions										
	Submittals		16						\$640.00		
	O&M Manuals		8					4	\$400.00	\$213.00	
	Construction PM		24					4	\$1,040.00	\$213.00	
	Document Production							8	\$160.00		
	Construction Photos			8					\$280.00	\$75.00	
	Permits				4				\$96.00	\$0.00	
	Meetings		8						\$320.00		
	Site Visits/Reviews			24					\$840.00		
	Pay requests		8						\$320.00		
	Scheduling		20				4		\$912.00		
	Subtotal Div 1b	0	84	32	4	0	4	16	\$5,008.00	\$501.00	\$0.00
2	Sitework/Staging										
	Site Staging/Mobilize		8		8	8			\$656.00		
	Superintendent		32						\$1,280.00		
	Survey				8				\$192.00		\$1,500.00
	Fence				8				\$192.00		\$12,600.00
	Grade Removal			4	4	4			\$308.00		
	Fill/Compaction			16	16	16			\$1,232.00	\$680.00	
	Trenching			16	16	16			\$1,232.00		
	Trench Backfill			8	8	8			\$616.00	\$680.00	
	Asphalt Repair			8	8	8			\$472.00	\$1,500.00	
	Remove Exst Propane Tank			8	8	8			\$616.00		
	Auger Piles								\$0.00		\$12,400.00
	Restoration			8	8				\$472.00	\$1,000.00	
	Cleanup			8	8	8			\$616.00		
	Subtotal Div 2	0	40	76	100	68	0	0	\$7,884.00	\$3,860.00	\$26,500.00
4	Concrete										
	Concrete Testing			8	8				\$472.00	\$500.00	
	Pump Slab Rebar			16	16	16			\$1,232.00	\$500.00	
	Pump Slab			16	16	16			\$1,232.00	\$1,750.00	
	Misc. Grout			8	8	8			\$616.00	\$750.00	
	Misc Concrete			8	8	8			\$616.00	\$1,000.00	
	Subtotal Div 3	0	0	56	56	48	0	0	\$ 4,168.00	\$ 4,500.00	\$ -
5	Miscellaneous Metals/Supp/Fstnrs										
	Pipe Supports				8	8			\$336.00	\$3,000.00	
	Instrument Supports				8	8			\$336.00	\$1,750.00	
	Unistrut				4	4			\$168.00	\$720.00	
	Unistrut Acc				4	4			\$168.00	\$120.00	
	Anchors				4	4			\$168.00	\$750.00	
	Subtotal Div 5	0	0	0	28	28	0	0	\$ 1,176.00	\$ 6,340.00	\$ -
9	Finishes										
	Pipe/Equip				8	8			\$336.00	\$530.00	
	Labels/Signage		6		8	8			\$576.00	\$878.00	
	Subtotal Div 9	0	6	0	16	16	0	0	\$912.00	\$1,408.00	\$0.00
11	Equipment										
	Pumps/Controls/VFDs			40	40	40			\$3,080.00	\$180,000.00	
	Subtotal Div 11	0	0	40	40	40	0	0	\$ 3,080.00	\$ 180,000.00	\$ -

ATTACHMENT – B
WA #4 –South Bay Regional Wastewater Pump Station

PROJECT SCHEDULE

SCHEDULE

The completion dates for this work will be as follows (starting from DESIGN-BUILD ENTITY'S receipt of Notice-to-Proceed).

<u>Construction Services</u>	<u>Substantial Completion</u>	<u>Final Completion</u>
Engineering	45	NA
Procurement	NA	154
Construction	175	190

ATTACHMENT C

SCHEDULE #1

LIST OF PROPOSED SBE-M/WBE PRIME/SUBCONTRACTORS

PROJECT NAME:	<u>WA#4 South Bay Regional Wastewater Pump Station</u>	PROJECT NUMBER:	<u>WUD 09-041</u>
NAME OF PRIME BIDDER:	<u>Globaltech, Inc.</u>	ADDRESS:	<u>1075 Broken Sound Parkway NW, Suite 103, Boca Raton, FL 33487</u>
CONTACT PERSON:	<u>Paul Gandy, P.E.</u>	PHONE NO.:	<u>561-997-6433</u> FAX NO. <u>561-997-5811</u>
BID OPENING DATE:	_____	DEPARTMENT:	_____

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES

Name, Address, Telephone Number of SBE-W/MBE Contractor	(Check one or both Categories)		Dollar Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Globaltech, Inc.	-	✓	\$0.00	\$0.00	\$0.00	\$398,906.00	\$0.00
Hillers Electrical Engineering	✓			\$30,000.00			
PRIME CONTRACTOR TO COMPLETE:			\$0.00	\$30,000.00	\$0.00	\$398,906.00	\$0.00
BID PRICE: <u>\$550,336.00</u>		TOTAL:	Total Value of SBE Participation: <u>\$428,906.00</u>				

- NOTE:
1. The amount listed on this form for a Subcontractor must be supported by price or percentage included on Schedule 2 or a proposal from each Subcontractor listed in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both a SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 3. M/WBE information is being collected for tacking puposes only.

ATTACHMENT C

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO. WUD 09-041 PROJECT NAME: South Bay Regional Wastewater Pump Station

TO: Globaltech, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) – (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise x _____

Black _____ Hispanic x _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: State of Florida 2/8/2009

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Line Item/Lot No.	Item Description	Qty / Units	Unit Price	Total Price
<u>1</u>	<u>Electrical Design and SDC Services</u>	<u>LS</u>	<u>\$30,000</u>	<u>\$30,000</u>

at the following price
\$30,000

(Subcontractor's quote)

And will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ _____.

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

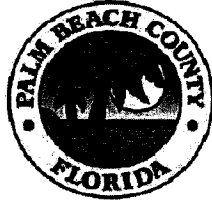
Hillers Electrical Engineering, Inc.
(Print Name of SBE-M/WBE Subcontractor)

By: *P. Hillers*
(Signature)

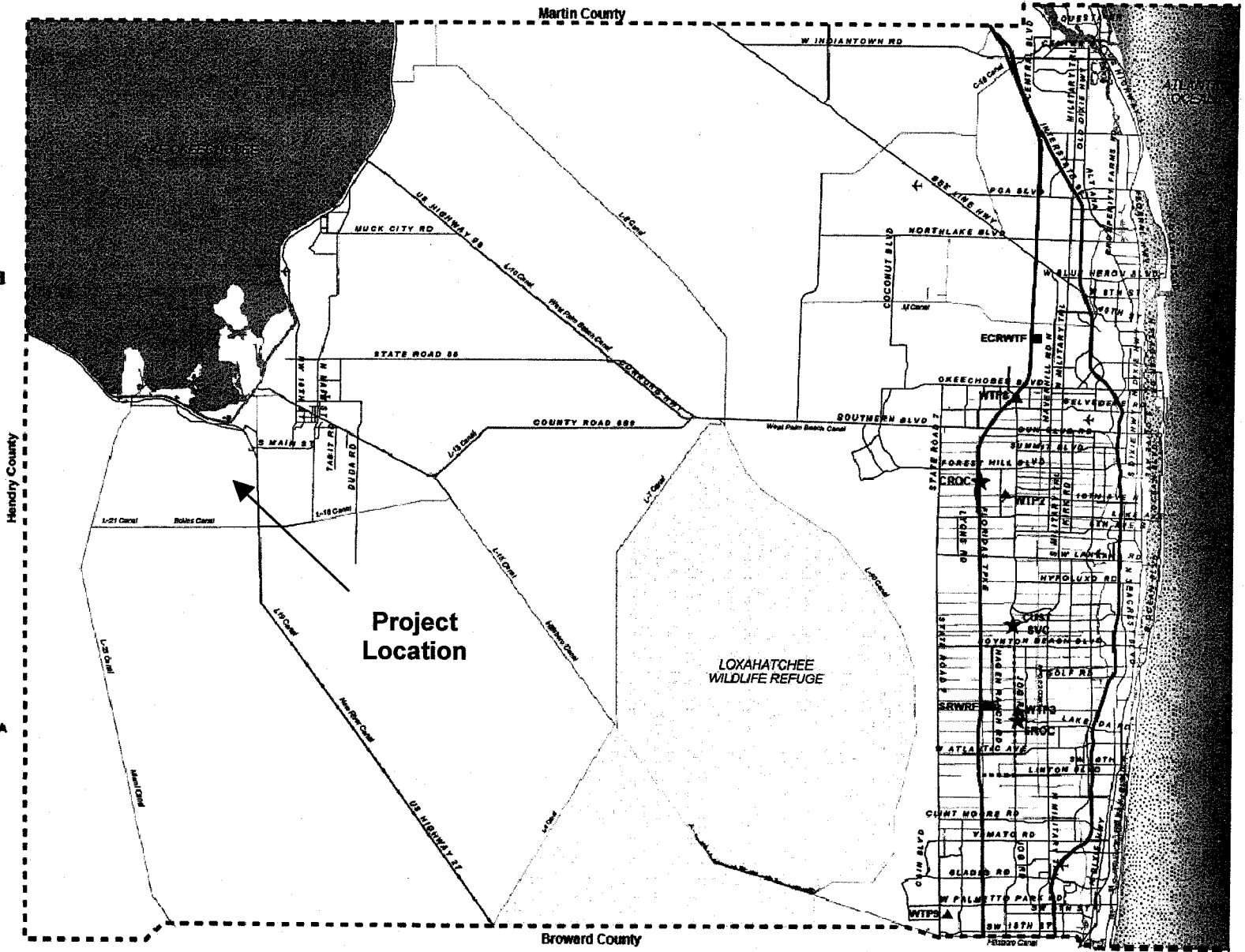
Paul Hillers/President
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 7/13/09

Attachment D – Project Location



Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities



Legend

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- - - COUNTY LIMITS
- ★ Administration
- Water Reclamation Plant
- ▲ Water Treatment Plant
- ⊙ Wetlands



NOT TO SCALE

Project Name WUD # 09-041

EXHIBIT - B

AUTHORIZATION STATUS REPORT

July 22, 2009

(CONTINUED)

SUMMARY AND STATUS OF REQUESTS FOR AUTHORIZATIONS

Auth. No.	Description	Status	Project Total Amount	Date Approved	WUD No. Assigned	Globaltech Project No.
CONSULTANT SERVICE AUTHORIZATIONS						
CSA-1	Beeline Rechloramination Facility	Approved	\$67,871.00	12/17/2008	09-006	GT 08-20-140
CSA-2	Mangonia Park Elevated Tank Repair/Replacement - Phase 1	Approved	\$35,364.00	12/17/2008	09-032	GT 08-20-141
CSA-3	WTP 10 Membrane Improvements	Approved	\$48,716.00	12/17/2008	08-074	GT 08-20-142
CSA-4	South Bay Regional Pump Station	Approved	\$49,664.00	3/17/2009	09-041	GT 09-20-151
CSA-5	Pahokee WWTP MCC Replacement	Approved	\$49,048.00	3/17/2009	09-039	GT 09-20-152
CSA-6	Belle Glade WWTP Grit Removal	Approved	\$32,698.00	3/17/2009	09-040	GT 09-20-153
	Total CSAs		\$283,361.00			
WORK AUTHORIZATIONS						
WA-1	WTP 3, 9, & SRWRF Hypochlorite I&C Improvements	Approved	\$198,732.00	12/17/2008	08-059	GT 08-20-143
WA-2	WTP 2 SCADA Tower	Approved	\$76,200.00	3/17/2009	08-071	GT 09-20-148
WA-3	WTP 2 Hypochlorite Improvements	Approved	\$66,887.00	3/10/2009	09-035	GT 09-20-149
WA-4	South Bay Regional WW Pump Station	Pending	\$550,336.00		09-041	
WA-5	Pahokee WWTP MCC Replacement	Approved	\$192,625.00	5/06/2009	09-039	GT 09-20-155
WA-6	Belle Glade WWTP Grit Removal	Pending			09-040	
WA-7	Lake Region Hypochlorite Improvements	Approved	\$137,559.00	7/8/2009	03-169	GT 09-20-167
WA-8	WTP 8 Hypochlorite Improvements	Pending				
WA-9	WTP Wellfield Recharge - Riverbridge	Pending				
WA-10	WTP 10 Membrane Improvements	Approved	\$278,654.00	6/16/09	08-074	GT 09-20-164
WA-11	Southwest Boca Diversion Pump Stations	Pending				
WA-12	WTP 2 Backwash Pump Station	Approved	\$190,000.00	4/28/2009	07-134	GT 09-20-156
WA-13	Beeline Rechloramination Facility - Construction Phase 1	Approved	\$194,500.00	2/18/2009	09-006	GT 09-20-147
WA-14	Mangonia Park Elevated Tank	Approved	\$427,636.00	4/7/2009	09-032	GT 09-20-157
WA-15	Hillsboro Wells Level Transmitter Wiring	Approved	\$36,751.00	6/16/2009	09-064	GT 09-20-165
WA-16	Beeline CDC Line Stop at Innovation Drive	Approved	\$13,379.20	4/1/2009	08-083	GT 09-20-154
WA-16.1	Electrical Service for KOB Lift Station	Approved	\$12,182.00	5/20/2009	08-083	GT 09-20-158
WA-17	WTP 3 - Ammonia Piping Modifications	Approved	\$10,207.00	6/16/2009	09-063	GT 09-20-163
WA-18	WTP 10 Train B Membrane Replacement	Approved	\$15,615.00	6/16/2009	09-062	GT 09-20-166
	Total WAs		\$2,401,263.20			
Total CSAs + WAs			\$2,684,624.20			

Date: 7/22/2009

EXHIBIT - C

AUTHORIZATION STATUS REPORT OPTIMIZATION AND IMPROVEMENTS DESIGN-BUILD CONTRACT

(CONTINUED)

SUMMARY AND STATUS OF
SBE / MINORITY BUSINESS TRACKING SYSTEM
WA#4

	Total
Current Proposal	
Value of Consultant Service Authorization	\$0.00
Value of Work Authorization	\$550,336.00
Value of CSA and WA	\$550,336.00
Value of SBE Minority Letter of Intent	\$428,906.00
Actual Percentages	77.94%
Signed / Approved Authorizations	
Total Value of Approved Consultant Service Authorization	\$283,361.00
Total Value of Approved Work Authorization	\$1,850,927.20
Total Value of CSAs and WAs	\$2,134,288.20
Total Value of SBE Signed Subcontracts	\$1,472,888.20
Actual Percentages	69.01%
Signed Authorizations Plus Current Proposal	
Total Value of Approved CSAs Plus Current CSA Proposal	\$283,361.00
Total Value of Approved WAs Plus Current WA Proposal	\$2,401,263.20
Total Value of Approved and Proposed CSAs and WAs	\$2,684,624.20
Total Value of SBE Subcontracts and Letters of Intent	\$1,901,794.20
Actual Percentages	70.84%
GOAL	75%

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PROJECT NAME	City of South Bay - Regional WWTP Pump Station Replacement
---------------------	---

This project is funded in part, or in whole, by Federal funds and is subject to the requirements listed below. **Note: This document and its attachments must be included in the bid documents for the above named project, and it must be made part of the contract for the project.**

1. General Requirements:

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Public Entity Crimes - Section 287.133, Florida Statute
- Bonding Requirements
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts

2. Forms to be completed and submitted by all bidders with their bids:
The following forms are attached:
- Noncollusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Nonsegregated Facilities
- Workforce Projection

3. Form provided to the successful bidder for use by subcontractors:

The following form is attached:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant.

4. Report to be submitted to HCD by the successful bidder:

- Contract Award Report to be submitted with the first payment request and with the final payment request. *(Ask County for larger form on legal size paper)*

5. Davis-Bacon Act:

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. Attached are the pertinent forms:

- Display of Posters
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decisions shown below are attached:

Wage Decision(s) No.:	FL080032 Mod -12 - Heavy
------------------------------	---------------------------------

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the life of the project

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS SUBJECT TO EXECUTIVE
ORDER 11246

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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 compensating; 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 contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, 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.
4. 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.
5. 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 his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. 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 canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1985, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by 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 interests of the United States.

S:\CapImprv\MUNICIPAL\SouthBay\WWTP_PumpStationRepl\FederalRequirements.WPD

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority includes:
 - (I) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Island (all persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with what ever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 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)."

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

BONDING REQUIREMENTS
CONSTRUCTION CONTRACTS

Except as otherwise required by law, the following requirements are applicable to this project as it relates to bid guarantees, performance bonds and payment bonds for construction contracts or subcontracts exceeding \$100,000. Refer to the bid specifications for the applicability of these requirements to projects with contracts or subcontracts valued at \$100,000 or less.

1. BID SECURITY (BID GUARANTEE)

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Each bid shall be accompanied by a certified check, cashiers check or bid bond in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the "notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner.

All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

2. BONDS

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the contract, and the bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

LEAD-BASED PAINT POISONING PREVENTION ACT

- Reference:
- Department of Housing and Urban Development
Title 24, Part 35: FR Vol. 64, No. 178, September 15, 1999
 - Lead-Based Paint Poisoning Prevention Act, as amended
 - Residential Lead-Based Paint Hazard Reduction Act of 1992
 - 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 pf Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued thereunder.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared _____,
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He is _____ of _____, the Bidder
that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a
collusive or sham Bid in connection with the Contract for which the attached Bid has been
submitted or to refrain from bidding in connection with such Contract, or has in any manner,
directly or indirectly, sought by agreement or collusion or communication or conference with
any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other
Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any
other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against Palm Beach County or any person interested in the
proposed Contract: and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this
affiant.

Signature

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 20__ by
_____, who is personally known to me or who has produced
_____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____
_____, who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the bidder that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature

Subscribed and sworn to (or affirmed) before me this ___ day of _____ 20___
by _____, who is personally known to me or who has produced
_____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that
(1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: _____

Company Name and Address:

Signature

Name and Title

Date

WORKFORCE PROJECTION

PROJECT NAME:	City of South Bay - Regional WWTP Pump Station Replacement
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Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- Asphalt Distributor
- Asphalt Paving Machine
- Asphalt Screed
- Backhoe
- Boom Auger Operator
- Bulldozer
- Concrete Curb Machine Operator
- Concrete Joint Saw Operator
- Concrete Pump
- Cranes with boom length less than 150 ft
- Cranes with boom length 150 ft and over
- Cranes, all tower cranes, and all
- Derrick, or Dragline
- Earthmover
- Forklift
- Front End Loader
- Gradall
- Guardrail Erector
- Guardrail Erector
- Guardrail Post Driver
- Mechanic
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oiler, Greasemen
- Pavement Striping Machine
- Pavement Striping Machine Nozzleman
- Power Subgrade Mixer
- Roller - Finish
- Roller - Rough
- Roller - Self-Prop. Rubber Tire
- Scraper
- Sign Erector
- Small Tool Operator
- Tractors
- Tractors, Light
- Trenching Machine
- Truck Driver - Low Boy
- Truck Driver - Multi Rear Axle
- Widening Spreader Machine
- Other: _____

OTHER WORK CLASSIFICATIONS

- Acoustical Tile Installer
- Air Tool Operators
- Asphalt Rakers
- Bricklayer/Brickmason/Blocklayer
- Carpenter (including drywall hanging and batt installation)
- Cement Mason
- Concrete Finisher
- Drywall Finisher
- Electrician
- Elevator Mechanic
- Fence Erector
- Form Setter
- Glazier
- Grade Checker
- HVAC Mechanic (duct work only)
- Ironworker - Ornamental
- Ironworker - Reinforcing
- Ironworker - Structural
- Lather
- Mason Tenders
- Painter
- Piledriverman
- Pipefitter (excluding HVAC pipe work)
- Pipelayers
- Plasterer
- Plasterers Tenders
- Plumber (excluding HVAC pipe)
- Plumber (including HVAC pipe)
- Roofer (including built-up, composition and single ply)
- Sheet Metal Worker (excluding HVAC duct work)
- Sprinkler Fitter
- Terrazzo Worker Mechanic
- Tile Setter
- Traffic Control Specialist
- Traffic Signalization - Installer
- Traffic Signalization - Mechanic
- Unskilled Laborer
- Welder
- Other: _____

Submitted by: _____
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**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**
(for use by subcontractors)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transition by any Federal department or agency.
Further, I, we, provide the certification set out below:
I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: _____

Address: _____

By: _____

Name and Title	Signature	Date
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CONTRACT AWARD REPORT

Project Name:		Report Date:	
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Prime Contractor Information - construction contracts funded in whole or in part by HCD

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address					
									Name	Street	City	State	Zip Code	
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Sub-Contractor Information - construction sub-contracts funded in whole or in part by HCD

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Subcontract	Type of Trade Code (See below) (A)	Subcontractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Name and Address					
									Name	Street	City	State	Zip Code	
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SAMPLE
DO NOT USE

Other Contractor Information - non-construction contracts funded in whole or in part by HCD (such as consultants, engineers, architects, surveyors, etc.)

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address					
									Name	Street	City	State	Zip Code	
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//////////							//////////	////						

(A) Type of Trade Codes:
Concern: Enter Yes or No

- 1 = New Construction
- 2 = Substantial Rehab
- 3 = Repair
- 4 = Service
- 5 = Project Mangt.

(B) Racial/Ethnic Codes

- 6 = Professional
- 7 = Tenant Services
- 8 = Education/Training
- 9 = Arch./Engrg./Appraisal
- 0 = Other

(C) Section 3 Business

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans

Revised: September 26, 2005

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DISPLAY OF POSTERS

The contractor shall, for each federally funded project, supply a standard display of posters at the job site as follows:

One (1) 24" x 36" display surface with clear acrylic cover sheet for all-weather protection and easy visibility of posters on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Housing and Community Development.

Cost of poster mounting boards and posts are to be paid by the contractor.

Posters for display will be provided by Palm Beach County Housing and Community Development at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

Display board and required posters must be maintained in a legible condition through the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Housing and Community Development.

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Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1: (I) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action with in 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its designee shall refer the questions, including the view of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

A.2: (I) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom, they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

A.3: (I) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanic working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborer of mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage raises prescribed in the applicable programs.

(Approved by the Office of Management of Budget under OMB Control Number 1215-0140 and 1215-0017.)

(II)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D. C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under paragraph A.3(i) or this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

A.4: (I) Apprentices and Trainees. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship

program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the lot in any craft classification shall not be greater than the ratio permitted to contractor as to the entire work force under the registered program and worker listed on a payroll at an apprentice wage rate, who is not register or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice, performing work on the job site in excess of the ratio permitted under the register program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentice at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

A.5: (I) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

A.6: (I) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in Subparagraphs 1 through 11 of this Paragraph A, and such other clauses as HUD or its designee may by appropriate instructions require and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract with all the contract clauses in this Paragraph.

A.7: (I) Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

A.8: (I) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 1, 3, and 5 are herein incorporated by reference in this contract.

A.9: (I) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the...U.S. Department of Labor, or the employees or their representatives.

A.10: (I) Certification of Eligibility. By entering into this contract the contractor certifies it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S.C., Section 1010, Title 18. U.S.C., "Federal Housing Administration transactions, provides in part "Whoever, for the purpose of, influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both."

A.11: (I) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act
The provisions of this Paragraph B are applicable only where the amount of prime contract exceeds \$100,000. As used in this paragraph, the term "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontracting contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer of mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federal-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

The provisions of this Paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Form HUD-4010 (07/2003)
ref. Handbook 1344.1

GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

(3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

(4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the

Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices / Helpers

A worker may be classified as an apprentice only if participating in a federal or state program. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

General Wage Decision Number: **FL080032**

02/20/2009 FL32

Superseded General Decision Number: FL20070032

State: Florida

Construction Type: **HEAVY**

County(ies) in Florida:

**BROWARD
COLLIER
LEE**

**MARTIN
MIAMI-DADE
PALM BEACH**

ST LUCIE

HEAVY CONSTRUCTION PROJECTS (Excluding Sewer & Water Lines)

Modification Number	Publication Date
0	02/08/2008
1	04/25/2008
2	05/23/2008
3	06/27/2008
4	07/18/2008
5	07/25/2008
6	08/15/2008
7	09/05/2008
8	10/10/2008
9	12/05/2008
10	01/23/2009
11	02/06/2009
12	02/20/2009

COUNTY: PALM BEACH

CARP1026-002 05/01/2008

	Rates	Fringes
Piledriverman	\$21.75	\$8.65

ELEC0323-001 09/05/1993

	Rates	Fringes
Electrician	\$15.88	21.5%

ENGI0487-003 01/01/2009
POWER EQUIPMENT OPERATORS:

	Rates	Fringes
All Tower Cranes and all Cranes with boom length 150 ft and over	\$28.30	\$7.65
Cranes with boom length less than 150 ft, Backhoes, and Bulldozers	\$27.57	\$7.65
Oilers	\$22.24	\$7.65

PLUM0630-001 01/01/2009

	Rates	Fringes
Pipefitter	\$31.83	\$8.61

SUFL1990-006 01/26/1990

	Rates	Fringes
Carpenter	\$12.71	\$2.71
Cement Mason/Concrete Finisher	\$10.50	-
Laborer	\$6.55	-

POWER EQUIPMENT OPERATORS:

	Rates	Fringes
Loaders	\$11.25	\$2.55

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

FL080032

Page: 3 of 3

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CONTRACT AWARD REPORT

Project Name:	City of South Bay - Regional WWTP Pump Station Replacement	Report Date:	
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Prime Contractor Information - construction contracts funded in whole or in part by HCD

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address					
									Name	Street	City	State	Zip Code	
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Sub-Contractor Information - construction sub-contracts funded in whole or in part by HCD

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Subcontract	Type of Trade Code (See below) (A)	Subcontractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Name and Address					
									Name	Street	City	State	Zip Code	
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Other Contractor Information - non-construction contracts funded in whole or in part by HCD (such as consultants, engineers, architects, surveyors, etc.)

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address					
									Name	Street	City	State	Zip Code	
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- (A) Type of Trade Codes: 1 = New Construction, 2 = Substantial Rehab, 3 = Repair, 4 = Service, 5 = Project Mangt., 6 = Professional, 7 = Tenant Services, 8 = Education/Training, 9 = Arch./Engrg./Appraisal, 0 = Other
- (B) Racial/Ethnic Codes: 1 = White Americans, 2 = Black Americans, 3 = Native Americans, 4 = Hispanic Americans, 5 = Asian/Pacific Americans
- (C) Section 3 Business Concern: Enter Yes or No