

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

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| | | | |
|---------------|-------------------|---|----------------------------------|
| Meeting Date: | November 16, 2010 | Consent <input checked="" type="checkbox"/> | Regular <input type="checkbox"/> |
| | | Public Hearing <input type="checkbox"/> | |

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. 1 in the amount of \$712,814.70 with Johnson-Davis, Inc. (R2010-1423) for construction of the Canal Point Water Main Replacement Project.

Summary: On September 14, 2010 the Board of County Commissioners approved the Water Utilities Department Continuing Construction Contract with Johnson-Davis, Inc. (R2010-1423). This Work Authorization provides for construction of a new 12" water main owned by the Glades Utility Authority (GUA) between Pahokee and Canal Point to increase pressure and fire flow. On August 18, 2009 (R2009-1345) the Board of County Commissioners approved a Special Agreement with GUA for Operations, Maintenance and Management of the GUA Utility System. The Water Utilities Department (WUD) will administer this project under the terms of that agreement. Funding for this project has been allocated by Palm Beach County Department Housing & Community Development (HCD) under the Community Development Block Grant (CDBG) Program and the American Reinvestment Recovery Act American Recovery and Reinvestment Act (CDBG-R). The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15.00% overall. The contract with Johnson-Davis, Inc. provides for SBE participation of 15.00% overall. This Authorization includes 15.40% overall participation. The cumulative SBE participation, including this Authorization, is 15.40% overall. Johnson-Davis, Inc. is a local Palm Beach County company. **These are Federal CDBG funds that require no local match.** (WUD Project No. 09-036) District 6 (JM)

Background and Justification: The water main replacement is located between the K.E. Cunningham Canal Point Elementary School on Everglades Street (US 441/SR 15) and the 500,000 gallon elevated water storage tank along State Market Road (SR 729). Approximately 8,300 feet of 12" ductile iron water main will be installed and the existing 6" asbestos cement water main will be abandoned with cement grout. Funding from HCD includes American Recovery and Reinvestment Act (ARRA) monies therefore Buy-American provisions apply to this Work Authorization.

Attachments:

1. Location Map
2. Two (2) Original Work Authorizations No. 1

Recommended By:  11/2/10
Department Director Date

Approved By:  11/12/10
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2011 | 2012 | 2013 | 2014 | 2015 |
|---|----------------------------------|----------|----------|----------|----------|
| Capital Expenditures | <u>\$712,814.70</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Operating Expenses | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| External Revenues | <u>(\$712,814.70)</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>\$0.00</u> <i>* See below</i> | <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 Fund 1101 Dept 143 Unit 1431 Object 8101 BG93C-GY07 \$181,814.70
 Account No.: Fund 1101 Dept 143 Unit 1431 Object 8101 BGR4-GY08 \$531,000.00

Is Item Included in Current Budget? Yes ☒ No

Reporting Category N/A

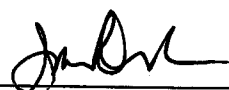
B. Recommended Sources of Funds/Summary of Fiscal Impact:

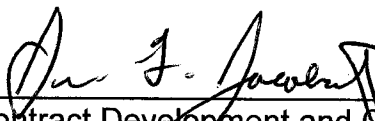
** This project is 100% grant funded by Palm Beach County Housing and Community Development.*

C. Department Fiscal Review: *Alura M West*

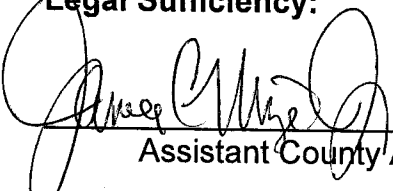
III. REVIEW COMMENTS

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


 OFMB
11/13 *11/10* *11/10*


 Contract Development and Control
E. Jones 11/8/10 *11/8/10*

B. Legal Sufficiency:


 Assistant County Attorney
11/12/10

This item complies with current County policies.

C. Other Department Review:

Department Director

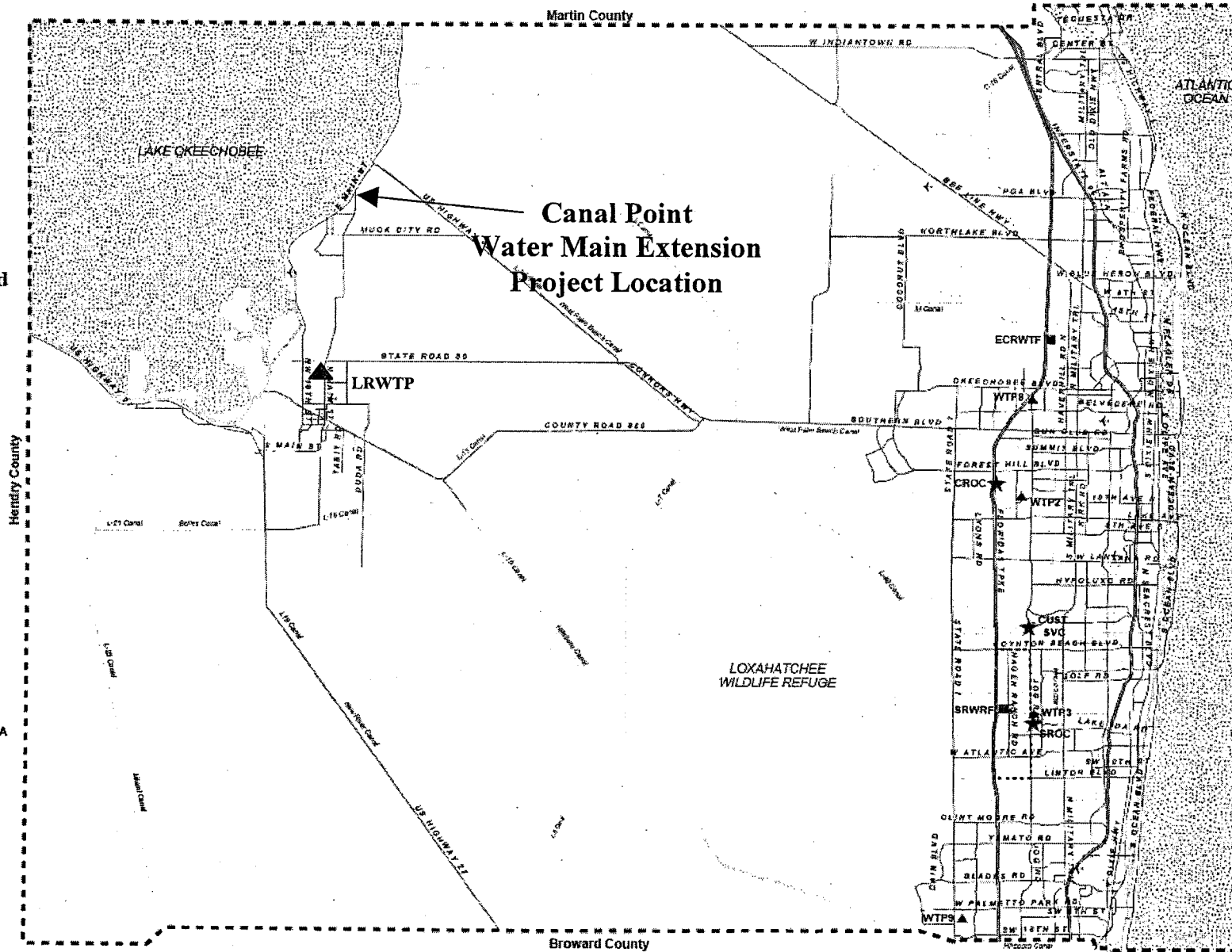
This summary is not to be used as a basis for payment.



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 #

**WORK AUTHORIZATION NO. 1
WATER UTILITIES DEPARTMENT
PIPELINE CONTINUING CONSTRUCTION CONTRACT (WUD 10-046)**

Project No. WUD 09-036

Budget Line Item No. 1101-143-1431-8101 BG93C-GY07 \$181,814.70

Budget Line Item No. 1101-143-1431-8101 BG93C-GY08 \$531,000.00

Project No. WUD 09-036

District No.: 6

Project Title: CANAL POINT WATER MAIN EXTENSION

THIS AUTHORIZATION #1 to the Contract for Construction Services dated September 14, 2010 (Resolution/Document R2010-1423), by and between Palm Beach County and the Contractor identified herein, is for the Construction Services described in Item 3 of this Work Authorization. The Contract provides for 15% SBE participation overall. This Work Authorization includes 15.40% overall participation. The cumulative SBE participation, including this authorization is 15.40% overall. Additional authorization will be utilized to meet or exceed the stated overall participation goal.

1. **CONTRACTOR: JOHNSON-DAVIS, INC.**
2. **ADDRESS: 604 Hillbrath Drive, Lantana, FL 33462**
3. **Description of Services to be provided by the Contractor:**

Installation of 12" water main on State Market Road (SR 729) from Stuckey Rd to East Main St. and on East Main St. (SR 441/SR15) from State Market Road (SR 729) north to the KE Cunningham Elementary School to improve fire flow. Construct a total of 8,160 linear feet of 12" to 6" water main with 13 fire hydrants, reconnection of residential and commercial water services. Comply with Federal Davis-Bacon wage provision and the ARRA "Buy American" provisions. **See EXHIBIT "A".**
4. **Services completed by the Contractor to date:**

See EXHIBIT "B" and "C".
5. **Contractor shall begin work promptly with the following work commencing from the notice to proceed date:**
Substantial Completion 120 Calendar days
Final Completion 180 Calendar days
Liquidated damages will apply in accordance with Paragraph 1.6.1 of the Contract Bid Form
6. **The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$712,814.70.**
7. **EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated September 14, 2010 with an effective date of September 14, 2010 remain in full force and effect.**

EXHIBIT A

WORK AUTHORIZATION NO. 1 PROJECT NO. WUD 09-036 CANAL POINT WATER MAIN EXTENSION

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT PIPELINE CONTINUING CONSTRUCTION CONTRACT

SCOPE OF WORK

INTRODUCTION

Palm Beach County (COUNTY) entered into an agreement entitled Contract for Pipeline Continuing Construction Services - Palm Beach County Utilities Department Project No. WUD 10-046 (CONTRACT) with Johnson-Davis, Inc. (CONTRACTOR) to provide construction services for various general activities on the Pipeline Continuing Construction Contract dated September 14, 2010, (R-2010-1423). This Work Authorization will be performed under that CONTRACT.

This Work Authorization encompasses providing services related to the Canal Point Water Main Extension.

BACKGROUND

The Canal Point Area including the KE Cunningham Elementary School lack sufficient fire flow which will be improved by installation of a new 12" water main.

SCOPE OF SERVICES

CONTRACTOR shall perform the engineering Scope of Services as described herein.

Installation of 12" water main on State Market Road (SR 729) from Stuckey Rd to East Main St. and on East Main St. (SR 441/SR15) from State Market Road (SR 729) north to the KE Cunningham Elementary School to improve fire flow. Construct a total of 8,160 linear feet of 12" to 6" water main with 13 fire hydrant, reconnection of residential and commercial water services in accordance with the attached Project Cost Schedule. Comply with Federal Davis-Bacon wage provision and the ARRA "Buy American" provisions.

COMPENSATION

Compensation shall not exceed \$712,814.70 in accordance with the unit prices established in the Contract and this Work Authorization.

M/WBE PARTICIPATION

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

ATTACHMENT – A

Project Cost Summary

ATTACHMENT – B

Project Schedule

ATTACHMENT – C

SBE Schedules 1&2

ATTACHMENT – D

Location Map

**Palm Beach County Water Utility Department
Pipeline Continuing Construction Contract WUD 10-046**

GLADES UTILITIES - CANAL POINT WUD 09 - 036

JOHNSON-DAVIS, INC.

| NO. | BID ITEM (Furnish and Install with Appurtenances) | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|-----|---|----------|----------|-------------|---------------|
| 6 | 6" DIP Push-On Joint Water Main/Reclaimed Water Main (36" to 60" Cover) | 85.00 | L.F. | \$ 22.00 | \$ 1,870.00 |
| 8 | 6" DIP Water Main Conflict (30' of 6" DIP) center 20' length of restrained joint water main (60" to 84" cover) and 4-45 degree elbows under existing pipe | 1.00 | Each | \$ 2,700.00 | \$ 2,700.00 |
| 11 | 8" DIP Push-On Joint Water Main/Reclaimed Water Main (36" to 60" Cover) | 10.00 | L.F. | \$ 24.00 | \$ 240.00 |
| 13 | 8" DIP Water Main Conflict center 20' length of restrained joint water main (60" to 84" cover) and 4-45 degree elbows under existing pipe | 1.00 | Each | \$ 3,200.00 | \$ 3,200.00 |
| 16 | 10" DIP Push-On Joint Water Main/Reclaimed Water Main (36" to 60" Cover) | 10.00 | L.F. | \$ 32.00 | \$ 320.00 |
| 20 | 12" PVC Push-On Joint Water Main/Wastewater Force Main/Reclaimed Water Main (36" to 60" Cover) | 7,890.00 | L.F. | \$ 23.00 | \$ 176,870.00 |
| 21 | 12" DIP Push-On Joint Water Main/Reclaimed Water Main (36" to 60" Cover) | 315.00 | L.F. | \$ 34.00 | \$ 10,710.00 |
| 23 | 12" DIP Water Main Conflict center 20' length of restrained joint water main (60" to 84" cover) and 4-45 degree elbows under existing pipe | 5.00 | Each | \$ 5,500.00 | \$ 27,500.00 |
| 37 | Ductile Iron Fittings for Water Main/Reclaimed Water Main | 2.77 | Tons | \$ 4,000.00 | \$ 11,080.00 |
| 61 | 24" Jack & Bore Steel Casing w/12" Water/Wastewater/Reclaimed Water Carrier Pipe | 118.00 | L.F. | \$ 475.00 | \$ 56,050.00 |
| 71 | 6" Mechanical Joint Restraint for DIP | 49.00 | Each | \$ 140.00 | \$ 6,860.00 |
| 72 | 8" Mechanical Joint Restraint for DIP | 3.00 | Each | \$ 170.00 | \$ 510.00 |
| 73 | 10" Mechanical Joint Restraint for DIP | 2.00 | Each | \$ 200.00 | \$ 400.00 |
| 74 | 12" Mechanical Joint Restraint for DIP | 18.00 | Each | \$ 270.00 | \$ 4,860.00 |
| 83 | 12" Mechanical Joint Restraint for PVC | 78.00 | Each | \$ 280.00 | \$ 21,840.00 |
| 91 | 12" Joint Restraint Gasket (Field Lock or Fast Grip) | 19.00 | Each | \$ 180.00 | \$ 3,420.00 |
| 100 | 12" PVC Pressure Pipe Restraint Harness | 61.00 | Each | \$ 125.00 | \$ 7,625.00 |
| 104 | 6" Gate Valve & Valve Box | 10.00 | Each | \$ 750.00 | \$ 7,500.00 |
| 105 | 8" Gate Valve & Valve Box | 1.00 | Each | \$ 1,000.00 | \$ 1,000.00 |
| 111 | 12" Butterfly Valve & Valve Box | 11.00 | Each | \$ 1,400.00 | \$ 15,400.00 |
| 120 | 12"X 10" Tapping Sleeve w/ Valve and Valve Box | 1.00 | Each | \$ 6,000.00 | \$ 6,000.00 |
| 159 | Fire Hydrant Assembly with Valve & Anchor Tee Assembly (up to 54" burial) | 3.00 | Each | \$ 3,500.00 | \$ 10,500.00 |
| 160 | Fire Hydrant Assembly with 6" Gate Valve & 6" DIP (42" burial) | 10.00 | Each | \$ 3,000.00 | \$ 30,000.00 |
| 161 | Fire Hydrant Extensions | 2.00 | Vert. Ft | \$ 500.00 | \$ 1,000.00 |
| 163 | Bollards for Fire Hydrant | 2.00 | Each | \$ 175.00 | \$ 350.00 |
| 164 | Sample Points W/Double Strap Saddle & Corp. Stop | 4.00 | Each | \$ 450.00 | \$ 1,800.00 |
| 165 | Sample Points on Fire Hydrants | 9.00 | Each | \$ 275.00 | \$ 2,475.00 |
| 167 | 2" Blowoff Piping with Box | 1.00 | Each | \$ 800.00 | \$ 800.00 |
| 174 | Short Single 5/8" Meter Service (1-1/2" PVC) (up to 10' long) | 18.00 | Each | \$ 700.00 | \$ 11,200.00 |

**Palm Beach County Water Utility Department
Pipeline Continuing Construction Contract WUD 10-046**

GLADES UTILITIES - CANAL POINT WUD 09 - 036

JOHNSON-DAVIS, INC.

| NO. | BID ITEM (Furnish and Install with Appurtenances) | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|--------------------------|--|----------|----------|---------------|---------------|
| 197 | Short 1" Meter Service (2" PVC) (up to 10' long) | 4.00 | Each | \$ 900.00 | \$ 3,600.00 |
| 201 | Extra Long 5/8" Meter Service Line (1 1/2" PVC) (200 LF Max.) | 240.00 | LF | \$ 10.00 | \$ 2,400.00 |
| 202 | Extra Long 5/8" Meter Service Line (2" PVC) (200 LF Max.) | 105.00 | LF | \$ 12.00 | \$ 1,260.00 |
| 210 | 6" DIP X AC Pipe Adapter | 5.00 | Each | \$ 2,000.00 | \$ 10,000.00 |
| 211 | 8" DIP X AC Pipe Adapter | 1.00 | Each | \$ 2,500.00 | \$ 2,500.00 |
| 218 | 4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe is <u>not</u> included) | 5.00 | Each | \$ 2,000.00 | \$ 10,000.00 |
| 221 | Poly-Wrap 4"-8" Pipe | 125.00 | LF | \$ 0.60 | \$ 75.00 |
| 222 | Poly-Wrap 10"-16" Pipe | 495.00 | LF | \$ 0.75 | \$ 371.25 |
| 224 | Dewatering with wellpoints or sock | 350.00 | LF | \$ 10.00 | \$ 3,500.00 |
| 226 | Grouting/Deactivation of Existing 6" Pipe | 3,140.00 | LF | \$ 13.00 | \$ 40,820.00 |
| 284 | Milling of Asphalt (Minimum 220 Sq. Yd. per mobilization - 1.5" thick) | 500.00 | Sq. Yd. | \$ 11.00 | \$ 5,500.00 |
| 285 | Asphalt Overlay, Type S-III (20 to 150 tons per work area) | 38.50 | Tons | \$ 180.00 | \$ 6,930.00 |
| 286 | Asphalt Roadway Removal and Restoration (2.5" thick) | 462.00 | Sq. Yd. | \$ 50.00 | \$ 23,100.00 |
| 287 | Asphalt Driveway Removal and Restoration (1.5" thick) | 1,109.00 | Sq. Yd. | \$ 26.00 | \$ 28,834.00 |
| 288 | Concrete Driveway Removal and Restoration | 96.00 | Sq. Yd. | \$ 45.00 | \$ 4,320.00 |
| 292 | Lime Rock Driveway or Roadway Removal and Restoration | 13.50 | Tons | \$ 20.00 | \$ 270.00 |
| 297 | Floritam Sod | 5,000.00 | Sq. Yd. | \$ 4.00 | \$ 20,000.00 |
| 298 | Bahia Sod | 7,650.00 | Sq. Yd. | \$ 3.00 | \$ 22,950.00 |
| 299 | Root Barrier | 30.00 | L.F. | \$ 30.00 | \$ 900.00 |
| 300 | Remove and Reinstall Trees up to 4" diameter or Palm Trees up to 12" diameter | 3.00 | Each | \$ 250.00 | \$ 750.00 |
| 301 | Record Drawing | 8,160.00 | L.F. | \$ 2.00 | \$ 16,320.00 |
| 302 | Construction Survey | 8,160.00 | L.F. | \$ 1.50 | \$ 12,240.00 |
| 303 | Preconstruction Video Taping | 8,160.00 | L.F. | \$ 0.32 | \$ 2,611.20 |
| 307 | Maintenance of FDOT Roadway | 8,160.00 | L.F. | \$ 1.00 | \$ 8,160.00 |
| 308 | Density Tests | 196.00 | Each | \$ 20.00 | \$ 3,920.00 |
| 309 | Proctor Tests | 10.00 | Each | \$ 90.00 | \$ 900.00 |
| 310 | Concrete 12"x6" Cylinder Tests | 2.00 | Each | \$ 80.00 | \$ 160.00 |
| 312 | Additional Pipe Crew Hours for installation greater than 60" cover (5) 12" @ 2 hrs/ea | 10.00 | Each | \$ 450.00 | \$ 4,500.00 |
| 313 | Additional work not included in Bid Items (Allowance) | 0.078682 | Lump Sum | \$ 200,000.00 | \$ 15,736.35 |
| 314 | Demucking with Imported Clean Fill | 180.2785 | Cu. Yd. | \$ 12.00 | \$ 2,163.34 |
| SUB-TOTAL | | | | | \$ 678,871.14 |
| MOBILIZATION 5% | | | | | \$ 33,943.56 |
| TOTAL WORK AUTHORIZATION | | | | | \$ 712,814.70 |

| Additional Work - Bid Item # 313 | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|---|----------|--------------------|-------------|---------------|
| Meter box & misc. serv. Items for Item # 174 | (16.00) | Each | \$ 185.00 | \$ (2,960.00) |
| Meter box & misc. serv. Items for Item # 197 | (4.00) | Each | \$ 280.00 | \$ (1,120.00) |
| 6" Line Stop | 2.00 | Each | \$ 3,450.00 | \$ 6,900.00 |
| Flow-able Fill | 11.11 | Cu. Yd. | \$ 285.00 | \$ 3,166.35 |
| Addition material costs for " Buy American " only | 1.00 | Lump Sum | \$ 6,350.00 | \$ 6,350.00 |
| Relocate 2" Force Main | 2.00 | Each | \$ 1,000.00 | \$ 2,000.00 |
| Remove Meter Vault | 1.00 | Each | \$ 1,400.00 | \$ 1,400.00 |
| | | TOTAL Bid Item 313 | | \$ 15,736.35 |

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 6629308

BOND AMOUNT: \$712,814.70

CONTRACT AMOUNT: \$712,814.70

CONTRACTOR'S NAME: Johnson-Davis, Inc.

CONTRACTOR'S ADDRESS: 604 Hillbrath Dr
Lantana FL 33462

CONTRACTOR'S PHONE: 561-588-1170

SURETY COMPANY: Safeco Insurance Company of America

SURETY'S ADDRESS: 1001 Fourth Avenue
Safeco Plaza
Seattle WA 98154
Surety's Phone: 206-545-6000

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: Installing raw water mains, potable water mains, wastewater collection,
force mains, reclaimed

PROJECT LOCATION: System-wide

LEGAL DESCRIPTION: Work Authorization #1, Glades Utilities, Canal Point
Water Main WUD 09-036

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05, FLORIDA STATUTES, AND 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

PROJECT NO. «PROJECT_NUMBER» WUD-09-036 BOND - 1

EXPERIENCE the POWER of PARTNERSHIP

Lykes.
Insurance

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 Seven Hundred Twelve Thousand Eight Hundred Fourteen and 70/100-----
----- Dollars (\$ 712,814.70--)

(Here insert a sum equal to the Contract Price)

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

WHEREAS,

Principal has by written agreement dated September 14, 2010, 200_, entered into a contract with
the County for *Work Authorization #1, Glades Utilities, Canal Point Water Main WUD 09-036 *

Project Name: Pipeline Continuing Construction Project
Project No.: WUD 10-046
Project Description: Installing raw water mains, potable water mains, wastewater
collection, force mains, reclaimed
Project Location: System-wide

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Palm Beach County Water Utilities Department
Location of Firm: West Palm Beach, FL 33413
Phone: (561) 493-6116
Fax: (561) 493-6113

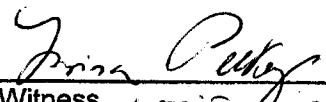
which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the
Contract.

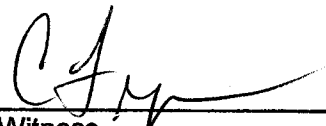
THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated Sept. 14, 2010, 200x, between Principal and County for the design and
construction of ^{*Canal Point}_{Water Main}, 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

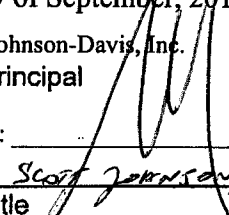
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the 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.

In Witness thereof, signed this 28th day of September, 2010

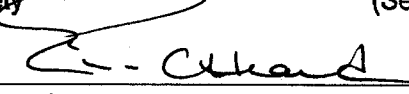

Witness LARISSA PELKEY


Witness CAITLYN FRYE

Johnson-Davis, Inc.
Principal (Seal)

By: 
SCOTT JOHNSON, PRESIDENT
Title

Safeco Insurance Company of America
Surety (Seal)

By: 
Eileen C. Heard, Attorney-in-fact and Florida Licensed
Resident Agent
Title

POWER
OF ATTORNEY

KNOW ALL BY THESE PRESENTS:

No. 13007

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

*****EILEEN C. HEARD; MEGAN MANNING; RICHARD P. RUSSO, JR.; TANYA RUSSO; PETER A. THOMSON;
Tampa, Florida*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 8th day of June, 2010

Dexter R. Legg

Dexter R. Legg, Secretary

TAMIKOLAJEWSKI

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 25th day of September, 2010



Dexter R. Legg

Dexter R. Legg, Secretary

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Johnson-Davis, Inc., as Principal and
Safeco Insurance Company of America as Surety

*Work Authorization #1, Glades Utilities, Canal Point Water Mains, WUD 09-036

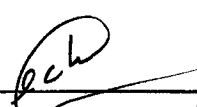
We the undersigned hereby guarantee that the **Pipeline Continuing Construction Project, Project Number WUD 10-046**, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements 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.

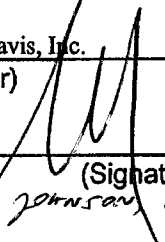
DATED _____
(notice of completion filing date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Countersigned Resident Agent in Florida:

Eileen C. Heard, A114909
(Agent)
By N/A 
(Signature)

Johnson-Davis, Inc. (Seal)
(Contractor)

By: 
(Signature)
SCOTT JOHNSON, PRESIDENT

Safeco Insurance Company of America (Seal)
(Surety)

By: 
(Signature)

Eileen C. Heard, Attorney-in-fact and Florida Licensed
Resident Agent

END OF SECTION

PROJECT NO.: «Project_Number» WUD 09-036 GUARANTEE - 1

EXPERIENCE the POWER of PARTNERSHIP

Lykes
Insurance

ATTACHMENT - B

PROJECT SCHEDULE

SCHEDULE

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

Substantial Completion – 120 calendar days from Notice to Proceed

Final Completion – 180 calendar days from Notice to Proceed

ATTACHMENT C

SCHEDULE #1

LIST OF PROPOSED SBE-M/WBE PRIME/SUBCONTRACTORS

PROJECT NAME: Glades Utilities - Canal Point Watermain Extension PROJECT NUMBER: WOD 09-036

NAME OF PRIME BIDDER: Johnson-Davis Inc ADDRESS: 604 Hillbath Dr Lantana FL 33462

CONTACT PERSON: Scott Johnson PHONE NO. 5881170 FAX NO. 5855252

BID OPENING DATE: _____ DEPARTMENT _____

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES

| Name, Address and Telephone Number of Minority Contractor | (Check one or both Categories) | | Dollar Amount | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------|-------------------------|-----------------------|-------------------------|------------------------|
| | Minority Business | Small Business | Black | Hispanic | Women | Caucasian | Other (Please Specify) |
| ODUM'S Sod Inc 13961 Okeechobee Blvd Loxahatchee FL 33470 Phone 333-74116 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | \$ 22,199 ⁰⁰ | \$ | \$ | | \$ |
| Michael B. Schorin & Assoc 1852 Forest Hill Blvd #206 WPB FL 33406 968-0080 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ | \$ | \$ | \$ 21,814 ⁰⁰ | \$ |
| Pipecon Corporation 2417 Quenban Blvd Boynton Beach FL 33067 319-6952 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ | \$ | \$ | \$ 27,500 ⁰⁰ | \$ |
| Birdseye View 18906 Denau Rd Boynton Beach FL 33437 732-7250 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ | \$ | \$ 2283 ⁰⁰ | \$ | \$ |
| Pro Trucking Inc 14689 21st Road Loxahatchee FL 33470 753-6417 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | \$ | \$ 29,400 ⁰⁰ | \$ | \$ | \$ |
| PRIME CONTRACTOR TO COMPLETE: | TOTAL | | \$ - | \$ - | \$ - | \$ - | \$ - |

BID PRICE: See page 2

Total Value of SBE Participation: _____

See page 2

- 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 an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

ATTACHMENT C

SCHEDULE #1

LIST OF PROPOSED SBE-M/WBE PRIME/SUBCONTRACTORS

PROJECT NAME: Glades Utilities - Canal Point Watermain Ext PROJECT NUMBER: WUD 09-036

NAME OF PRIME BIDDER: Johnson-Davis Inc ADDRESS: 604 Hillbrath Dr Lantana FL 33462

CONTACT PERSON: SCOTT Johnson PHONE NO. 5881170 FAX NO. 5855252

BID OPENING DATE: _____ DEPARTMENT _____

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES

| Name, Address and Telephone Number of Minority Contractor | (Check one or both Categories) | | | | | | | Dollar Amount | |
|---|-----------------------------------|-------------------------------------|----------------|------------------------|-----------------------|--------------------|------------------------|---------------|---|
| | Minority Business | Small Business | Black | Hispanic | Women | Caucasian | Other (Please Specify) | | |
| Rangeline Tapping Service 798-3224 11353 52nd Road Royal Palm Beach 33411 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ | \$ | \$ | | 3600 ⁰⁰ | \$ | |
| Pathway Enterprises, Inc 7526 Westport Pl. West Palm Beach 33413 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ | \$ | \$ | 3024 ⁰⁰ | \$ | \$ | |
| | <input type="checkbox"/> | <input type="checkbox"/> | \$ | \$ | \$ | \$ | | \$ | |
| | <input type="checkbox"/> | <input type="checkbox"/> | \$ | \$ | \$ | \$ | | \$ | |
| | <input type="checkbox"/> | <input type="checkbox"/> | \$ | \$ | \$ | \$ | | \$ | |
| PRIME CONTRACTOR TO COMPLETE: | TOTAL | | \$ 22199 | \$ 29400 ⁰⁰ | \$ 5307 ⁰⁰ | \$ 52,914 | \$ | \$ | - |
| BID PRICE: <u>712,814.70</u> | Total Value of SBE Participation: | | <u>109,820</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 an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

ATTACHMENT C

SCHEDULE 2

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

PROJECT NO. WUD 09-036 PROJECT NAME: Canal Point Water Main Extension

TO: Johnson - Davis, 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 ☒

Black ☒ Hispanic ☐ Women ☐ Caucasian ☐ Other (Please Specify) ☐

Date of Palm Beach County Certification: 12/6/07

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>297</u> | <u>Flow-Tan S&D</u> | <u>Sy</u> | <u>2.16</u> | |
| <u>298</u> | <u>Black S&D</u> | <u>Sy</u> | <u>1.93</u> | |

at the following price

\$ 22,199⁰⁰
(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: \$ 0

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

ODUMS S&D
(Print Name of SBE-M/WBE Subcontractor)

By: Charles H. Faulconer
(Signature)

Charles H. Faulconer
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 10/6/10



ATTACHMENT C

SCHEDULE 2

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

PROJECT NO. WUD 09-036 PROJECT NAME: Canal Point Water Main Extension

TO: Johnson - Davis, 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 ☐

Black ☐ Hispanic ☐ Women ☐ Caucasian ☐ Other (Please Specify) ☐

Date of Palm Beach County Certification: _____

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>301</u> | <u>Record Drawings</u> | <u>LF</u> | <u>1.68</u> | |
| <u>302</u> | <u>Construction Survey</u> | <u>LF</u> | <u>.90</u> | |

at the following price
\$ 21,814⁰⁰
(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

M. Schorah + ASSOC'S.
(Print Name of SBE-M/WBE Subcontractor)

By: Michael B. Schorah
(Signature)

Michael B. Schorah, President
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 10-6-10

Sent back
10/6/10

RECEIVED 10/06/2010 12:25 5615722023
 Oct. 6. 2010 12:31 PM Johnson-Davis Inc.

PIPECON
 No. 2721 F. 2/2

ATTACHMENT C**SCHEDULE 2****LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR**

PROJECT NO. WUD 09-036 PROJECT NAME: Canal Point Water Main Extension

TO: Johnson - Davis 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 ☐

Black ☐ Hispanic ☐ Women ☐ Caucasian ☐ Other (Please Specify) ☐

Date of Palm Beach County Certification: _____

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>Various Item</u> | <u>Inspection of</u> | <u> </u> | <u> </u> | <u> </u> |
| | <u>new facilities</u> | <u> </u> | <u> </u> | <u> </u> |
| | <u>per scope identified</u> | <u> </u> | <u> </u> | <u> </u> |
| | | | | |
| | | | | |
| | | | | |

at the following price
 \$ 27,500⁰⁰

(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: \$ 0

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

PIPECON Corp Inc.
 (Print Name of SBE-M/WBE Subcontractor)

By: [Signature]
 (Signature)

Samuel PULLISI Controller
 (Print name/title of person executing on
 behalf of SBE-M/WBE Subcontractor)

Date: 10-7-10

ATTACHMENT C

SCHEDULE 2

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

PROJECT NO. WUD 09-036 PROJECT NAME: Canal Point Water Main Extension

TO: Johnson - Davis, 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 ☐

Black ☐ Hispanic ☐ Women ☒ Caucasian ☐ Other (Please Specify) ☐

Date of Palm Beach County Certification: 3-23-13

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>303</u> | <u>Preconstruction Visit</u> | <u>1F</u> | <u>.27</u> | <u></u> |
| <u></u> | <u></u> | <u></u> | <u></u> | <u></u> |
| <u></u> | <u></u> | <u></u> | <u></u> | <u></u> |
| <u></u> | <u></u> | <u></u> | <u></u> | <u></u> |
| <u></u> | <u></u> | <u></u> | <u></u> | <u></u> |

at the following price

\$ 2783⁰⁰
(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: \$ 0.00

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

Bird's Eye View
(Print Name of SBE-M/WBE Subcontractor)

By: Kathy A. Robinson
(Signature)

Kathy A. Robinson Owner
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 10-2-10

ATTACHMENT C**SCHEDULE 2****LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR**PROJECT NO. WUD 09-036 PROJECT NAME: Canal Point Water Main ExtensionTO: Johnson - Davis 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 _____

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

Date of Palm Beach County Certification: _____

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>Several</u> | <u>Harding reviewed</u> | _____ | _____ | _____ |
| <u>as</u> | <u>work material</u> | _____ | _____ | _____ |
| <u>required</u> | <u>By the town and hardy</u> | _____ | _____ | _____ |
| | <u>as required</u> | _____ | _____ | _____ |
| | | _____ | _____ | _____ |
| | | _____ | _____ | _____ |

at the following price

\$

29,400

(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.

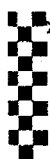
If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ _____

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

TRU - Trucking, Inc.
(Print Name of SBE-M/WBE Subcontractor)By: Caridad Trujillo

(Signature)

Caridad Trujillo
(Print name/title of person executing on
behalf of SBE-M/WBE Subcontractor)Date: 10/7/10

**ATTACHMENT C****SCHEDULE 2****LETTER OF INTENT TO PERFORM AS AN SBE OR MWBE SUBCONTRACTOR**PROJECT NO. WUD 09-036 PROJECT NAME: Canal Point Water Main ExtensionTO: Johnson-Davis 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 ☐Black ☐ Hispanic ☐ Women ☐ Caucasian ☐ Other (Please Specify) ☐Date of Palm Beach County Certification: 2/14/2005The 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>Linestepaul Tap</u> | | | <u>3600⁰⁰</u> |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

at the following price
\$ 3600⁰⁰
(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

RANGE LINE TAPPING SERVICES
(Print Name of SBE-MWBE Subcontractor)By: [Signature]
(Signature)CORIN ROKOCZY Vice President
(Print name/title of person-executing on
behalf of SBE-MWBE Subcontractor)Date: 10/7/10

ATTACHMENT C

SCHEDULE 2

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

PROJECT NO. WUD 09-036 PROJECT NAME: Canal Point Water Main Extension

TO: Johnson - Davis, 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 ☐

Black ☐ Hispanic ☐ Women ☒ Caucasian ☐ Other (Please Specify) ☐

Date of Palm Beach County Certification: 2-16-10

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>280</u> | <u>Concrete Driveway</u> | <u>96 sy</u> | <u>31⁵⁰</u> | <u>3024⁰⁰</u> |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

at the following price
\$

3024⁰⁰
(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

Pathways Enterprises, Inc.
(Print Name of SBE-M/WBE Subcontractor)

By:

Joyce Lynn Kirkland
(Signature)

Joyce Lynn Kirkland, President
(Print name/title of person executing on
behalf of SBE-M/WBE Subcontractor)

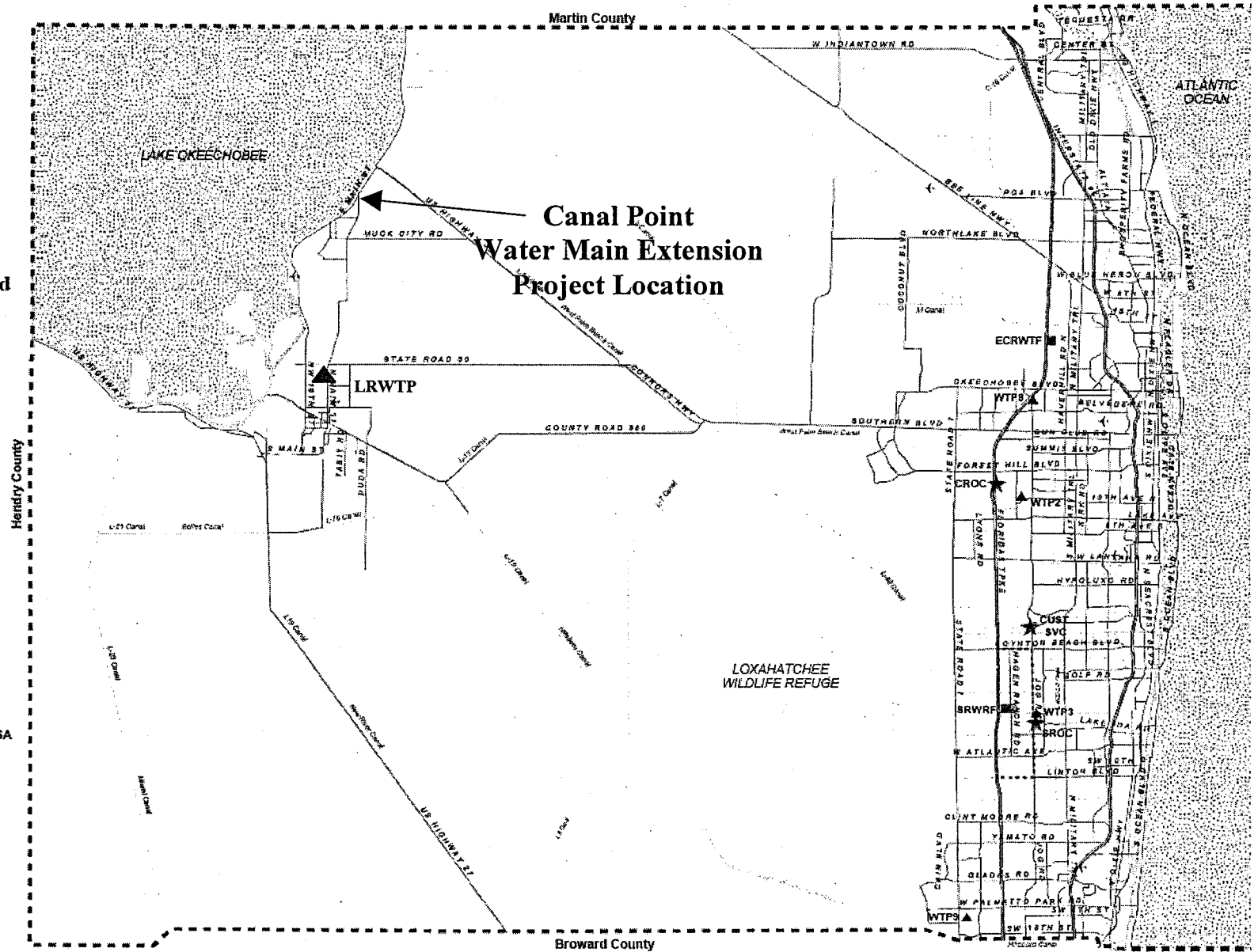
Date: 10-6-10



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 #

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**PROJECT NAME:****CANAL POINT WATER MAIN**

Note: 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.

Note: The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the requirements contained herein shall govern.

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)
- 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 503 Handicapped
- Section 3 Clause
- Public Entity Crimes - Section 287.133, Florida Statute
- Conflict of Interest of Officers or Employees Of the Local Jurisdiction, Members of the Local Governing Body, Or Other Public Officials
- Access to Records
- Retention of Records
- Remedies
- Termination for Cause and/or Convenience
- Bonding Requirements
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts
- Energy Efficiency

2. Buy American Requirements:

This project is funded, in part or in whole, with funding made available under the American Recovery and Reinvestment Act of 2009 (ARRA). ARRA requires that all of the iron, steel, and manufactured goods used in the project are produced in the United States.

Bidders are advised to familiarize themselves with the Buy American requirements contained herein. Bidders must submit the Bidder's Buy American Certification with their bid for this project, any "Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods" in accord with the requirements said certification, as well as any documentation sufficient to provide, and as far as possible constitute, the detailed justification required for an exception under section 1605, when such exception is required.

3. **Forms to be completed and submitted by all bidders with their bids:**

The following forms are attached:

- Bidder's Buy American Certification
- Noncollusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Nonsegregated Facilities
- Workforce Projection

4. **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.

5. **Reports 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.
(After contract award ask County for larger form on legal paper)
- Quarterly Jobs Report To be submitted on the following schedule after contract award:
 - By 5:00 p.m. on July 5, 2010
 - By 5:00 p.m. on October 5, 2010
 - By 5:00 p.m. on January 5, 2011
 - By 5:00 p.m. on April 5, 2011
 - By 5:00 p.m. on July 5, 2011
 - With the final payment request.(After contract award ask County for larger form on legal paper)

6. **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.: | FL100272 Mod -1- |
|------------------------------|-------------------------|

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.

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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 of 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 violating 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 I 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).

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 503 HANDICAPPED

(Contracts \$2,500 or Over)

(1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(6) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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.

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)."

**CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES
OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY,
OR OTHER PUBLIC OFFICIALS**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

ACCESS TO RECORDS

The local government, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

RETENTION OF RECORDS

The contractor shall retain all records relating to this contract for five(5) years after the local government makes final payment and all other pending matters are closed.

REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

TERMINATION FOR CAUSE AND/OR CONVENIENCE

A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

(1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and

(2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in (A) above.

C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but:

(1) no amount shall be allowed for anticipated profit on unperformed services or other work, and

(2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

D. Upon receipt of a termination action under paragraphs (A) or (B) above, the contractor shall:

(1) promptly discontinue all affected work (unless the notice directs otherwise) and

(2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (C) above.

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 and 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.

ENERGY EFFICIENCY

The contractor shall comply with any 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 (Public Law 94-163).

BUY AMERICAN REQUIREMENTS

This project is funded, in part or in whole, with funding made available under the American Recovery and Reinvestment Act of 2009 (ARRA), also referred to as the Recovery Act.

Subpart B—Buy American Requirement Under Section 1605 of the American Recovery and Reinvestment Act of 2009

§ 176.60 Statutory requirement.

Section 1605 of the Recovery Act prohibits use of recovery funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. The law requires that this prohibition be applied in a manner consistent with U.S. obligations under international agreements, and it provides for waiver under three circumstances:

- (a) Iron, steel, or relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- (b) Inclusion of iron, steel, or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or
- (c) Applying the domestic preference would be inconsistent with the public interest.

§ 176.70 Policy.

Except as provided in § 176.80

(a) None of the funds appropriated or otherwise made available by the Recovery Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work (see definitions at §§ 176.140 and 176.160) unless—

- (1) The public building or public work is located in the United States; and
- (2) All of the iron, steel, and manufactured goods used in the project are produced or manufactured in the United States.
 - (i) Production in the United States of the iron or steel used in the project requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to iron or steel used as components or subcomponents of manufactured goods used in the project.
 - (ii) There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in the project, as long as the manufacturing occurs in the United States.

(b) Paragraph (a) of this section shall not apply where the Recovery Act requires the application of alternative Buy American requirements for iron, steel, and manufactured goods.

§ 176.80 Exceptions.

(a) When one of the following exceptions applies in a case or category of cases, the award official may allow the recipient to use foreign iron, steel and/or manufactured goods in the project without regard to the restrictions of section 1605 of the Recovery Act:

(1) Nonavailability. The head of the Federal department or agency may determine that the iron, steel or relevant manufactured good is not produced or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. The determinations of nonavailability of the articles listed at 48 CFR 25.104(a) and the procedures at 48 CFR 25.103(b)(1) also apply if any of those articles are manufactured goods needed in the project.

(2) Unreasonable cost. The head of the Federal department or agency may determine that the cost of domestic iron, steel, or relevant manufactured goods will increase the cost of the overall project by more than 25 percent in accordance with § 176.110.

(3) Inconsistent with public interest. The head of the Federal department or agency may determine that application of the restrictions of section 1605 of the Recovery Act would be inconsistent with the public interest.

(b) When a determination is made for any of the reasons stated in this section that certain foreign iron, steel, and/or manufactured goods may be used—

(1) The award official shall list the excepted materials in the award; and

(2) The head of the Federal department or agency shall publish a notice in the Federal Register within two weeks after the determination is made, unless the item has already been determined to be domestically nonavailable. A list of items that are not domestically available is at 48 CFR 25.104(a). The Federal Register notice or information from the notice may be posted by OMB to Recovery.gov. The notice shall include—

(i) The title "Buy American Exception under the American Recovery and Reinvestment Act of 2009";

(ii) The dollar value and brief description of the project; and

(iii) A detailed written justification as to why the restriction is being waived.

§ 176.100 Timely determination concerning the inapplicability of section 1605 of the Recovery Act.

(a) The head of the Federal department or agency involved may make a determination regarding inapplicability of section 1605 to a particular case or to a category of cases.

(b) Before Recovery Act funds are awarded by the Federal agency or obligated by the recipient for a project for the construction, alteration, maintenance, or repair of a public building or public work, an applicant or recipient may request from the award official a determination concerning the inapplicability of section 1605 of the Recovery Act for specifically identified items.

(c) The time for submitting the request and the information and supporting data that must be included in the request are to be specified in the agency's and recipient's request for applications and/or proposals, and as appropriate, in other written communications. The content of those communications should be consistent with the notice in § 176.150 or § 176.170, whichever applies.

(d) The award official must evaluate all requests based on the information provided and may supplement this information with other readily available information.

(e) In making a determination based on the increased cost to the project of using domestic iron, steel, and/or manufactured goods, the award official must compare the total estimated cost of the project using foreign iron, steel and/ or relevant manufactured goods to the estimated cost if all domestic iron, steel, and/or relevant manufactured goods were used. If use of domestic iron, steel, and/or relevant manufactured goods would increase the cost of the overall project by more than 25 percent, then the award official shall determine that the cost of the domestic iron, steel, and/ or relevant manufactured goods is unreasonable.

§ 176.110 Evaluating proposals of foreign iron, steel, and/or manufactured goods.

(a) If the award official receives a request for an exception based on the cost of certain domestic iron, steel, and/ or manufactured goods being unreasonable, in accordance with § 176.80, then the award official shall apply evaluation factors to the proposal to use such foreign iron, steel, and/or manufactured goods as follows:

(1) Use an evaluation factor of 25 percent, applied to the total estimated cost of the project, if the foreign iron, steel, and/or manufactured goods are to be used in the project based on an exception for unreasonable cost requested by the applicant.

(2) Total evaluated cost = project cost estimate + (.25 × project cost estimate, if paragraph (a)(1) of this section applies).

(b) Applicants or recipients also may submit alternate proposals based on use of equivalent domestic iron, steel, and/ or manufactured goods to avoid possible denial of Recovery Act funding for the proposal if the Federal Government determines that an exception permitting use of the foreign item(s) does not apply.

(c) If the award official makes an award to an applicant that proposed foreign iron, steel, and/or manufactured goods not listed in the applicable notice in the request for applications or proposals, then the award official must add the excepted materials to the list in the award term.

§ 176.120 Determinations on late requests.

(a) If a recipient requests a determination regarding the inapplicability of section 1605 of the Recovery Act after obligating Recovery Act funds for a project for construction, alteration, maintenance, or repair (late request), the recipient must explain why it could not request the determination before making the obligation or why the need for such determination otherwise was not reasonably foreseeable. If the award official concludes that the recipient should have made the request before making the obligation, the award official may deny the request.

(b) The award official must base evaluation of any late request for a determination regarding the inapplicability of section 1605 of the Recovery Act on information required by § 176.150(c) and (d) or § 176.170(c) and (d) and/or other readily available information.

(c) If a determination, under § 176.80 is made after Recovery Act funds were obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official must amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis of the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or manufactured goods. When the basis for the exception is the unreasonable cost of domestic iron, steel, and/or manufactured goods the award official shall adjust the award amount or the budget, as appropriate, by at least the differential established in § 176.110(a).

§ 176.130 Noncompliance.

The award official must:

(a) Review allegations of violations of section 1605 of the Recovery Act;

(b) Unless fraud is suspected, notify the recipient of the apparent unauthorized use of foreign iron, steel, and/or manufactured goods and request a reply, to include proposed corrective action; and

(c) If the review reveals that a recipient or subrecipient has used foreign iron, steel, and/or manufactured goods without authorization, take appropriate action, including one or more of the following:

(1) Process a determination concerning the inapplicability of section 1605 of the Recovery Act in accordance with § 176.120.

(2) Consider requiring the removal and replacement of the unauthorized foreign iron, steel, and/or manufactured goods.

(3) If removal and replacement of foreign iron, steel, and/or manufactured goods used in a public building or a public work would be impracticable, cause undue delay, or otherwise be detrimental to the interests of the Federal Government, the award official may determine in writing that the foreign iron, steel, and/or manufactured goods need not be removed and replaced. A determination to retain foreign iron, steel, and/or manufactured goods does not constitute a determination that an exception to section 1605 of the Recovery Act applies, and this should be stated in the determination. Further, a determination to retain foreign iron, steel, and/or manufactured goods does not affect the Federal Government's right to reduce the amount of the award by the cost of the steel, iron, or manufactured goods that are used in the project or to take enforcement or termination action in accordance with the agency's grants management regulations.

(4) If the noncompliance is sufficiently serious, consider exercising appropriate remedies, such as withholding cash payments pending correction of the deficiency, suspending or terminating the award, and withholding further awards for the project. Also consider preparing and forwarding a report to the agency suspending or debarment official in accordance with the agency's debarment rule implementing 2 CFR part 180. If the noncompliance appears to be fraudulent, refer the matter to other appropriate agency officials, such as the officer responsible for criminal investigation.

§ 176.140 Award term—Required Use of American Iron, Steel, and Manufactured Goods—Section 1605 of the American Recovery and Reinvestment Act of 2009.

When awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that does not involve iron, steel, and/or manufactured goods covered under international agreements, the agency shall use the award term described in the following paragraphs:

(a) Definitions. As used in this award term and condition—

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

NONE

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON

| Description | Unit of measure | Quantity | Cost (dollars)* |
|--|-----------------|----------|-----------------|
| <i>Item 1:</i> | | | |
| Foreign steel, iron, or manufactured good | _____ | _____ | _____ |
| Domestic steel, iron, or manufactured good | _____ | _____ | _____ |
| <i>Item 2:</i> | | | |
| Foreign steel, iron, or manufactured good | _____ | _____ | _____ |
| Domestic steel, iron, or manufactured good | _____ | _____ | _____ |

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]
*[*Include all delivery costs to the construction site.]*

§ 176.150 Notice of Required Use of American Iron, Steel, and Manufactured Goods—Section 1605 of the American Recovery and Reinvestment Act of 2009.

When requesting applications or proposals for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair of a public building or public work, and do not involve iron, steel, and/or manufactured goods covered under international agreements, the agency shall use the notice described in the following paragraphs in their solicitations:

(a) Definitions. Manufactured good, public building and public work, and steel, as used in this notice, are defined in the 2 CFR 176.140.

(b) Requests for determinations of inapplicability. A prospective applicant requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) should submit the request to the award official in time to allow a determination before submission of applications or proposals. The prospective applicant shall include the information and applicable supporting data required by paragraphs at 2 CFR 176.140(c) and (d) in the request. If an applicant has not requested a determination regarding the inapplicability of 1605 of the Recovery Act before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal.

(c) Evaluation of project proposals. If the Federal Government determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the Federal Government will evaluate a project requesting exception to the requirements of section 1605 of the Recovery Act by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.

(d) Alternate project proposals.

(1) When a project proposal includes foreign iron, steel, and/or manufactured goods not listed by the Federal Government at 2 CFR 176.140(b)(2), the applicant also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.

(2) If an alternate proposal is submitted, the applicant shall submit a separate cost comparison table prepared in accordance with 2 CFR 176.140(c) and (d) for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Government has not yet determined an exception applies.

(3) If the Federal Government determines that a particular exception requested in accordance with 2 CFR 176.140(b) does not apply, the Federal Government will evaluate only those proposals based on use of the equivalent domestic iron, steel, and/or manufactured goods, and the applicant shall be required to furnish such domestic items.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

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

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


Contract #: W44 09-036 Project Name: CANAL POINT WATER MAIN EXTENSION

- (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 30th day of SEPTEMBER 2010 by SCOTT JOHNSON, who is personally known to me or who has produced known to me as identification.

NOTARY SEAL:

NOTARY PUBLIC-STATE OF FLORIDA
 Larisa Ditu Pelkey
Commission #DD946380
Expires: JAN. 22, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Signature: Larisa Ditu Pelkey

Notary Name: LARISA DITU PELKEY
Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am PRESIDENT of JOHNSON-DAVIS INC., the bidder that has submitted a proposal to perform work for the following project:

Contract #: WUD 09-036 Project Name: CANAL POINT WATER MAIN EXTENSION

(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 30 day of SEPTEMBER 2010 by SCOTT JOHNSON, who is personally known to me or who has produced known to me as identification.

NOTARY SEAL:

NOTARY PUBLIC-STATE OF FLORIDA
Larisa Ditu Pelkey
Commission #DD946380
Expires: JAN. 22, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Signature:

Notary Name:

LARISA DITU PELKEY
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 SCOTT JOHNSON, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that
(1) He/she is the PRESIDENT of JOHNSON-DAVIS INC., hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: WUD 09-036 Project Name: CANAL POINT WATER MAIN EXTENSION

(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

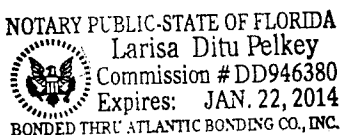
(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(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 30th day of SEPTEMBER, 2010 by
SCOTT JOHNSON, who is personally known to me or who has produced
Known to me as identification.

NOTARY SEAL:



Notary Signature: _____

Notary Name: LARISA DITU PELKEY
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.

Company Name and Address:

JOHNSON - DAVIS INC.

694 HILLBROTH DRIVE

LANTANA, FL. 33462


Signature

SCOTT JOHNSON, PRESIDENT
Name and Title

9/30/10
Date

WORKFORCE PROJECTION

| | |
|---------------|------------------------|
| PROJECT NAME: | Canal Point Water Main |
|---------------|------------------------|

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
- ☒ Excavator
- ☐ Forklift
- ☒ Front End Loader
- ☒ Grader/Blade
- ☐ Guardrail Erector
- ☐ Guardrail Erector
- ☐ Guardrail Post Driver
- ☒ Mechanic (type: field mechanic)
- ☐ Milling Machine Grade Checker
- ☐ Milling Machine Operator
- ☒ Motor Grader
- ☐ Mulching Machine
- ☐ Oiler, Greasemen
- ☐ Pavement Striping Machine
- ☐ Pavement Striping Machine Nozzleman
- ☐ Piledriver
- ☐ Power Subgrade Mixer
- ☒ Roller
- ☐ Scraper
- ☐ Sign Erector
- ☐ Small Tool Operator
- ☐ Tractor
- ☐ Trenching Machine
- ☒ Truck Driver (type: lowboy, Dump truck)
- ☐ Other: _____
- ☐ Other: _____

OTHER WORK CLASSIFICATIONS

- ☐ Acoustical Tile Installer
- ☐ Air Tool Operators
- ☐ Asphalt Rakers
- ☐ Bricklayer/Brickmason/Blocklayer
- ☐ Carpenter
- ☐ Cement Mason/Concrete Finisher
- ☐ Drywall Hanger
- ☐ Drywall Finisher/Taper
- ☐ Electrician
- ☐ Elevator Mechanic
- ☐ Fence Erector
- ☐ Form Setter
- ☐ Glazier
- ☒ Grade Checker
- ☐ HVAC Mechanic (type: _____)
- ☐ Ironworker - Ornamental
- ☐ Ironworker - Reinforcing
- ☐ Ironworker - Structural
- ☐ Landscape and Irrigation laborer
- ☐ Lather
- ☐ Mason Tenders
- ☐ Painter
- ☐ Pipefitter (excluding HVAC pipe work)
- ☒ Pipelayer
- ☐ Plasterer
- ☐ Plasterers Tenders
- ☐ Plumber (excluding HVAC pipe)
- ☐ Plumber (including HVAC pipe)
- ☐ Roofer (including built-up, composition and single ply)
- ☐ Sheet Metal Worker (including HVAC duct work)
- ☐ Sprinkler Fitter (fire sprinkler)
- ☐ Terrazzo Worker Mechanic
- ☐ Tile Setter
- ☐ Traffic Control Specialist
- ☐ Traffic Signalization - Installer
- ☐ Traffic Signalization - Mechanic
- ☒ Unskilled Laborer
- ☐ Welder
- ☒ Other: laboree

Submitted by: Johnson-Davis Inc.
S:\CapImpv\COUNTY\CanalPointWaterMain_CDBG-R\FederalRequirementsCDBG-R.wpd

**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.

Contractor Name: JOHNSON - DAVIS INC.
Address: 604 WILLBROOK DRIVE, LANTANA, FL. 33462
By: SCOTT JOHNSON, PRESIDENT [Signature] 9/30/10
Name and Title Signature Date

BIDDER'S BUY AMERICAN CERTIFICATION

| | |
|----------------------|------------------------|
| Project Name: | Canal Point Water Main |
|----------------------|------------------------|

This project is funded, in part or in whole, with funding made available under the American Recovery and Reinvestment Act of 2009 (ARRA). ARRA requires that all of the iron, steel, and manufactured goods used in the project are produced in the United States. The below named Bidder certifies that:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of this bid solicitation and the provisions of Section 1605 of the Recovery Act, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will **provide reasonable, sufficient, and timely verification** to Palm Beach County of the U.S. production of each component so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has **included in or attached to this bid** one or both of the following, as applicable:
 - a. Identification of and citation to a categorical exception published by the U.S. Department of Housing and Urban Development (HUD) (or another Federal agency) in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verifiable documentation sufficient to Palm Beach County, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate from the Bidder under applicable conditions stated in the bid solicitation or otherwise.
4. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also **provided in or attached to this bid** information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for an exception under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist Palm Beach County in amending, supplementing or further supporting such information as required by Palm Beach County to request and, as applicable, implement the terms of an exception with respect to any such component or components.

SCOTT JOHNSON
Name

[Signature]
Signature

9/30/10
Date

CONTRACT AWARD REPORT

| | | | |
|---------------|--|--------------|--|
| Project Name: | | Report Date: | |
|---------------|--|--------------|--|

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 |
| ////////// | | | | | | | ////////// | /// | | | | | |

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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|--|---------------------------|-----------------------------|--|------------------------|--|
| (A) Type of Trade Codes: Concern: Enter Yes or No | | (B) Racial/Ethnic Codes | | (C) Section 3 Business | |
| 1 = New Construction | 6 = Professional | 1 = White Americans | | | |
| 2 = Substantial Rehab | 7 = Tenant Services | 2 = Black Americans | | | |
| 3 = Repair | 8 = Education/Training | 3 = Native Americans | | | |
| 4 = Service | 9 = Arch./Engr./Appraisal | 4 = Hispanic Americans | | | |
| 5 = Project Mangt. | 0 = Other | 5 = Asian/Pacific Americans | | | |

QUARTERLY JOBS REPORT

| | | | | |
|----------------|--|--------------|--|-------------------|
| Project Name: | | Prepared By: | | Page ____ of ____ |
| Report Period: | <div><input type="checkbox"/> April 1, 2010, to June 30, 2010, due by 5:00 p.m. on July 5, 2010.</div> <div><input type="checkbox"/> July 1, 2010, to September 31, 2010, due by 5:00 p.m. on October 5, 2010.</div> <div><input type="checkbox"/> October 1, 2010, to December 31, 2010, due by 5:00 p.m. on January 5, 2011.</div> <div><input type="checkbox"/> January 1, 2011, to March 31, 2011, due by 5:00 p.m. on April 5, 2011.</div> <div><input type="checkbox"/> April 1, 2011, to June 30, 2011, due by 5:00 p.m. on July 5, 2011.</div> <div><input type="checkbox"/> July 1, 2011, to September 31, 2011, due by 5:00 p.m. on October 5, 2011.</div> | | | |

This project is funded, in part or in whole, with funding made available under the American Recovery and Reinvestment Act of 2009 (ARRA). This quarterly report is intended to collect information on the number of jobs created and jobs retained in connection with this project by the prime contractor as well as all subcontractors. This includes supervisory, construction, and office employees paid this quarter with ARRA funds.

Definitions:
Job type: this may be a job title (for example: foreman), a broader labor category (for example: equipment operator), or the prime contractor/subcontractors' description of a job based on existing practices as long as the term used is widely understood and describes the general nature of the work.
Job created: this is a new position that is created and filled, or an existing unfilled position that is filled, in connection with this project and that is funded by ARRA.
Job retained: this is an existing position on this project that is now funded by ARRA.
Note: each job reported in connection with this project that is funded under ARRA must either be reported as job created or a job retained, it cannot be reported as both. (Use additional sheets if needed).

| | | |
|--|---|--|
| NAME OF EMPLOYER: _____ | | For County use only. |
| Employee Name: _____ Job Type: <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | <div>____ / ____ = ____</div> <div>FTE</div> |
| Employee Name: _____ Job Type: <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | <div>____ / ____ = ____</div> <div>FTE</div> |
| Employee Name: _____ Job Type: <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | <div>____ / ____ = ____</div> <div>FTE</div> |
| Employee Name: _____ Job Type: <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | <div>____ / ____ = ____</div> <div>FTE</div> |
| Employee Name: _____ Job Type: <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | <div>____ / ____ = ____</div> <div>FTE</div> |
| Employee Name: _____ Job Type: <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | <div>____ / ____ = ____</div> <div>FTE</div> |

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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Federal Labor Standards Provisions

U.S. Department of Housing
And Urban Development

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 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.)

(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)(ii)(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 or 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) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include and individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional form WH-347 is available for this purpose from the Wage and Hour Division Web Site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> Or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each of each covered worker, and shall provide them upon request 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 contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submissions to HUD or its designee. (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)(ii), the appropriate information is being maintained under 29 CFR 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) of 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: Apprentices and Trainees.

(i) **Apprentices.** 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, Office of Apprenticeship and Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the

Office, 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 Office of Apprenticeship and Training, Employer and Labor Services 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 job site in any craft classification shall not be greater than the ratio permitted to contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered 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 registered 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 Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices 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: 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: Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in Subparagraphs 1 through 11 in 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 clauses in this paragraph.

A.7: 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: 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: 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 that neither 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: 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 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 or 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 Federally-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 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96). 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 subcontractor 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 (06/2009)
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: **FL100272** 10/29/2010 FL272

Superseded General Decision Number: FL080272

State: Florida

Construction Type: **HEAVY CONSTRUCTION PROJECTS
(INCLUDING WATER AND SEWER LINES)**

County: **PALM BEACH COUNTY** in Florida

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 03/12/2010 |
| 1 | 10/29/2010 |
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COUNTY: PALM BEACH

ELEC0728-006 08/31/2009

| | Rates | Fringes |
|-------------|---------|-------------------|
| ELECTRICIAN | \$28.46 | 12.5% + \$5.00 |

ENGI0487-014 01/01/2010

| | Rates | Fringes |
|---|---------|---------|
| OPERATOR: Crane All Tower Cranes (must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All cranes with boom length 150 feet and over (with or without jib) Friction, Hydro, Electric, or otherwise; Cranes 150 tons and over (must have 2 operators); Cranes with 3 drums (when 3 rd drum is rigged for work); Gantry and Overhead Cranes; Hydro Cranes over 25 tons but not more than 50 tons (without Oiler Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when approved by union; and all type of Flying Cranes; Boom Truck | \$28.30 | \$8.78 |
| OPERATOR: Crane Cranes with boom length less than 150 feet (with or without jib); Hydro Cranes 25 tons and under, and over 50 tons (with Oiler/Apprentice); Boom Truck | \$27.57 | \$8.78 |
| OPERATOR: Drill | \$25.05 | \$8.78 |
| OPERATOR: Oiler | \$22.24 | \$8.78 |

IRON0402-003 04/01/2009

| | Rates | Fringes |
|------------------------|---------|---------|
| IRONWORKER, STRUCTURAL | \$22.22 | \$7.65 |

LABO1652-004 05/01/2009

| | Rates | Fringes |
|------------------------|---------|---------|
| LABORER: Grade Checker | \$14.50 | \$4.67 |

PAIN0452-007 08/01/2010

| | Rates | Fringes |
|----------------------------------|---------|---------|
| PAINTER: Brush, Roller and Spray | \$16.00 | \$6.20 |

COUNTY: PALM BEACH

SUFL2009-169

06/24/2009

| | Rates | Fringes |
|--|---------|---------|
| CARPENTER, including form work | \$17.00 | \$2.51 |
| CEMENT MASON/CONCRETE FINISHER | \$16.93 | - |
| LABORER: Common or General | \$10.64 | - |
| LABORER: Landscape | \$7.25 | - |
| LABORER: Pipelayer | \$14.00 | - |
| LABORER: Power Tool Operator (Handheld drills/Saws, Jackhammer, and Power saws Only) | \$10.63 | \$2.20 |
| OPERATOR: Asphalt Paver | \$11.59 | - |
| OPERATOR: Backhoe Loader Combo | \$16.10 | \$2.44 |
| OPERATOR: Backhoe/Excavator | \$15.33 | \$3.60 |
| OPERATOR: Blade/Grader | \$16.00 | \$2.84 |
| OPERATOR: Bulldozer | \$14.95 | \$0.81 |
| OPERATOR: Loader | \$16.05 | - |
| OPERATOR: Mechanic | \$14.32 | - |
| OPERATOR: Roller | \$10.95 | - |
| OPERATOR: Scraper | \$11.00 | \$1.74 |
| OPERATOR: Trackhoe | \$20.92 | \$5.50 |
| OPERATOR: Tractor | \$10.54 | - |
| TRUCK DRIVER: Lowboy Truck | \$12.73 | - |
| TRUCK DRIVER: Off the Road Truck | \$12.21 | \$1.97 |
| TRUCK DRIVER: Dump Truck | \$9.60 | - |

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

FL100272

Page: 4 of 4

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CONTRACT AWARD REPORT

| | | | |
|---------------|------------------------|--------------|--|
| Project Name: | Canal Point Water Main | Report Date: | |
|---------------|------------------------|--------------|--|

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 |
| //////////////////////////////////// | | | | | | | //////////////////////////////////// | //// | | | | | |

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 |
| //////////////////////////////////// | | | | | | | //////////////////////////////////// | //// | | | | | |
| //////////////////////////////////// | | | | | | | //////////////////////////////////// | //// | | | | | |

(A) Type of Trade Codes:
1 = New Construction
2 = Substantial Rehab
3 = Repair
4 = Service
5 = Project Mangl.

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

QUARTERLY JOBS REPORT

| | | | | |
|-----------------------|---|---------------------|--|------------------------------------|
| Project Name: | Canal Point Water Main | Prepared By: | | Page ____ of ____ |
| Report Period: | <input type="checkbox"/> April 1, 2010, to June 30, 2010, due by 5:00 p.m. on July 5, 2010. <input type="checkbox"/> July 1, 2010, to September 31, 2010, due by 5:00 p.m. on October 5, 2010. <input type="checkbox"/> October 1, 2010, to December 31, 2010, due by 5:00 p.m. on January 5, 2011. <input type="checkbox"/> January 1, 2011, to March 31, 2011, due by 5:00 p.m. on April 5, 2011. <input type="checkbox"/> April 1, 2011, to June 30, 2011, due by 5:00 p.m. on July 5, 2011. <input type="checkbox"/> July 1, 2011, to September 31, 2011, due by 5:00 p.m. on October 5, 2011. | | | |

This project is funded, in part or in whole, with funding made available under the American Recovery and Reinvestment Act of 2009 (ARRA). This quarterly report is intended to collect information on the number of jobs created and jobs retained in connection with this project by the prime contractor as well as all subcontractors. This includes supervisory, construction, and office employees paid this quarter with ARRA funds.

Definitions:

Job type: this may be a job title (for example: foreman), a broader labor category (for example: equipment operator), or the prime contractor/subcontractors' description of a job based on existing practices as long as the term used is widely understood and describes the general nature of the work.

Job created: this is a new position that is created and filled, or an existing unfilled position that is filled, in connection with this project and that is funded by ARRA.

Job retained: this is an existing position on this project that is now funded by ARRA.

Note: each job reported in connection with this project that is funded under ARRA must either be reported as job created or a job retained, it cannot be reported as both. (Use additional sheets if needed).

| NAME OF EMPLOYER: _____ | | For County use only |
|---|---|-----------------------|
| Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | _____ _____ FTE |
| Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | _____ _____ FTE |
| Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | _____ _____ FTE |
| Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | _____ _____ FTE |
| Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | _____ _____ FTE |
| Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | _____ _____ FTE |
| Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | _____ _____ FTE |
| Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | _____ _____ FTE |
| Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | _____ _____ FTE |
| Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | _____ _____ FTE |
| Employee Name: _____ Job Type: _____ <input type="checkbox"/> Job created <input type="checkbox"/> Job retained | Number of hours worked by this employee on this project during this quarter: _____ hours. Number of hours in a full time schedule for this quarter: _____ hours. | _____ _____ FTE |

EXHIBIT - B

AUTHORIZATION STATUS REPORT

(CONTINUED)

SUMMARY AND STATUS OF REQUESTS FOR AUTHORIZATIONS

[illegible]

EXHIBIT - C

AUTHORIZATION STATUS REPORT

SUMMARY OF SBE / MINORITY BUSINESS TRACKING SYSTEM

| | Total | SBE |
|--|--------------|--------------|
| Current Proposal | | |
| Value of Authorization No. 1 | \$712,814.70 | |
| Value of M/WBE Letters of Intent | \$109,820.00 | \$109,820.00 |
| Actual Percentage | 15.40% | |
| Signed Authorizations | | |
| Total Value of Authorizations | \$0 | |
| Total Value of M/WBE Signed Subcontracts | \$0 | \$0 |
| Actual Percentage | 0.00% | 0.00% |
| Signed Authorizations Plus Current Proposal | | |
| Total Value of Authorizations | \$712,814.70 | |
| Total Value of Subcontracts & Letters of Intent | \$109,820.00 | \$109,820.00 |
| Actual Percentage | 15.40% | |
| GOAL | 15.0% | |

**PALM BEACH COUNTY
INTER-OFFICE MEMORANDUM**

WMD 09-036

DATE: March 5, 2010

TO: Steve McGrew
Senior Professional Engineer, Water Utilities

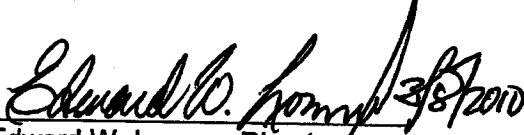
FROM: Edward W. Lowery, Director
Housing & Community Development

RE: Budget Availability Statement
Canal Point Water Main

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

| Budget Account No: | Amount | Purpose |
|---|------------------|--------------------------------------|
| Fund <u>1101</u> Dept <u>143</u> Org <u>1431</u> Obj <u>8101</u> ✓ Program Code/Period <u>BG93C-GY07</u> | \$188,350 | Construction Contract |
| Fund <u>1101</u> Dept <u>143</u> Org <u>1431</u> Obj <u>8101</u> ✓ Program Code/Period <u>BGR4-GY08</u> | \$531,000 | Construction Contract |
| //////////////////////////////////// Total | \$719,350 | //////////////////////////////////// |

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


Edward W. Lowery, Director
Housing and Community Development


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