# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:

**September 11, 2012** 

Consent [X]

Public Hearing [ ]

Regular [ ]

Department:

**Water Utilities Department** 

#### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Work Authorization No. 3 to the Contract for Water, Wastewater and Reclaimed Water Improvements Design-Build Services with Globaltech, Inc. (R2012-0159) for the Glades Utility Authority's (GUA) South Bay Repump Station Improvements in the amount of \$290,022.

**Summary:** On January 24, 2012, the Palm Beach County Board of County Commissioners approved the Water Utilities Department Optimization and Improvements Design/Build Services Contract with Globaltech, Inc. for treatment plant and regional pump station projects. Palm Beach County Water Utilities Department (WUD) is implementing this project under its Management & Operations Contract with the GUA. Funding for the project is from a Community Development Block Grant made available through the Department of Economic Sustainability (DES). This Work Authorization is a fixed price for new pumps, motors, electrical system and internal improvements for the South Bay Repump Station. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. The contract with Globaltech, Inc. provides for SBE participation of 75% overall. This authorization includes 72.55% overall participation. The cumulative SBE participation, including this work authorization, is 76.08% overall. Globaltech is a Palm Beach County and Certified SBE Company. (WUD Project No. 12-030) <u>District 6</u> (JM)

**Background and Justification:** This Work Authorization is a fixed price for improvements to South Bay Repump Station to meet current code requirements and to replace old or obsolete equipment.

#### Attachments:

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

Recommended By:

Department Director

Date

Approved By:

Assistant County Administrator

Date

#### II. FISCAL IMPACT ANALYSIS

#### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures External Revenues Program Income (County) In-Kind Match County	\$290,022.00 (\$290,022.00) 0 0	<u>0</u> <u>0</u> <u>0</u> <u>0</u>	<u>0</u> <u>0</u> <u>0</u> <u>0</u>	<u>0</u> <u>0</u> <u>0</u> <u>0</u>	<u>0</u> <u>0</u> <u>0</u> <u>0</u>
NET FISCAL IMPACT	\$: D	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 1101 Dept 143 Org 1431 Object \_\_\_\_\_ Program Code BG48B Period GY11

Is Item Included in Current Budget? Yes X No

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

One (1) time capital expenditure from 2008 Disaster Recovery Initiative Program through the Department of Economic Sustainability.

#### III. REVIEW COMMENTS

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

Legal sufficiency:

Assistant County Attorney

C. Other Department Review:

В.

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

Attachment 1

#### Legend

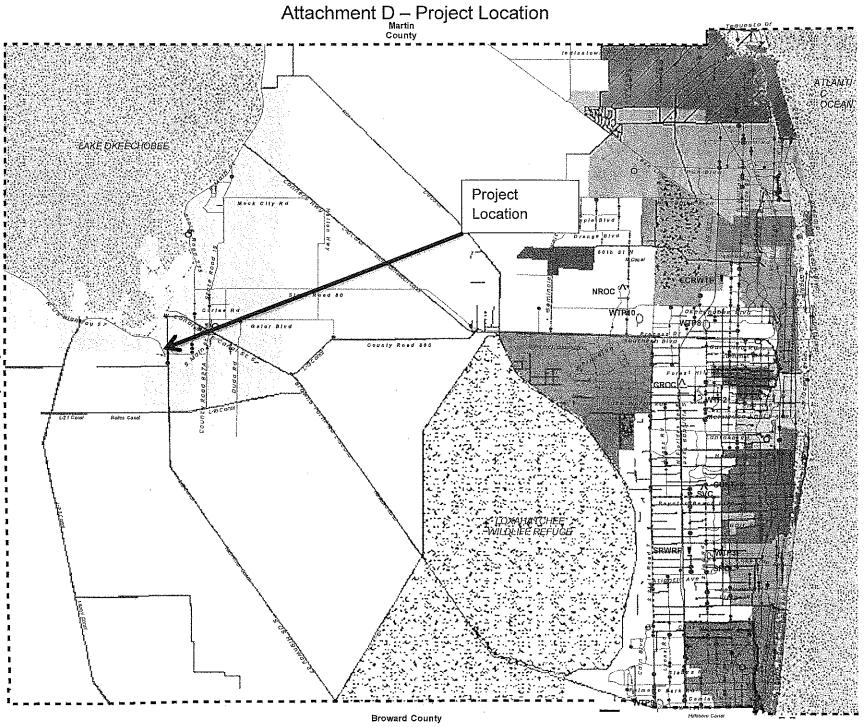
---- MANDATORY RECLAIMED SA

Water Treatment Facility

∧ Administration

Water Reclaimation Facility

P.B.C.W.U.D. SA



South Bay Repump Station Improvements / WUD 12-030

# PALM BEACH COUNTY INTER-OFFICE MEMORANDUM

DATE:

July 26, 2012

TO:

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

FROM:

Edward W. Lowery, Director

Department of Economic Sustainability

RE:

**Budget Availability Statement** 

City of South Bay - Re-pump Station Improvements

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>BG48B-GY11</u>	\$290,022	Construction & Constrution Allowance
//////////////////////////////////////	\$290,022	

If you require any further information on the above, please contact Bud Cheney, Manager, CREIS, at 233-3691.

Edward W. Lowery, Director

Department of Economic Sustainability

S:\CapImprv\COUNTY\SouthBay\\25NW8\_Ave\_RepumpStationImprvmnts11-12\BAS2\_Construction\_wpd.wpd

#### **WORK AUTHORIZATION NO.3**

Project No. WUD 12-030

Budget Line Item No.: 1101-143-1431-8101 - BG48B-GY11

Project Title: South Bay Repump Station Improvements

District No.: 6

THIS AUTHORIZATION No. 03, to the Contract for Professional Engineering Services for Water, Wastewater and Reclaimed Water Improvements Design/Build Services dated January 24, 2012 with an effective date of January 24, 2012 (Design/Build Contract R2012-0159), by and between Palm Beach County and the Design-Build Entity identified herein, is for the Construction Services described in Item 3 of this Authorization. The Contract provides for 75% SBE participation overall. This Work Authorization includes 72.55% overall participation. The cumulative SBE participation, including this authorization is 76.08% overall.

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

Provide Design-Build services for improvements to the South Bay Repump Station. These improvements generally consist of replacing the existing pumps and station piping, demolishing much of the existing electrical and constructing a new electrical room. The new pumps will have variable frequency drives.

See EXHIBIT "A".

Services completed by the Design-Build Entity to date:

See ATTACHMENT"E".

- 5. Design-Build Entity shall begin work promptly on the requested services.
- 6. The compensation to be paid to the Design-Build Entity for providing the requested services shall be:
  - A. Computation of time charges plus expenses, not to exceed \$ N/A
  - B. Fixed price of \$290,022.00
- 7. This Authorization may be terminated by the County without cause or prior notice. In the event of termination not the fault of the Design-Build Entity, the Design-Build Entity shall be compensated for all services performed through the date of termination, together with reimbursable expenses (if applicable) then due.

ATTACHMENT3

8. EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated 01/24/12 with an effective date of 01/24/12 remain in full force and effect.

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

ATTEST:	
PALM BEACH COUNTY SHARON R. BOCK CLERK AND COMPTROLLER	Y, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BOARD OF COUNTY COMMISSIONERS
APPROVED AS TO FORMAND LEGAL SUFFICIENCY	By:Shelley Vana, Chair  APPROVED AS TO TERMS AND CONDITIONS
Assistant County Attorney	Bevin W. Beaudet, Director Water Utilities Department GLOBALTECH, INC.
(Witness signature)	By:
Witness name printed)	June 26, 2012 (Date of execution)
(Witness signature)	
Rebecca hoortz (Witness name printed)	1075 Broken Sound Pkwy NW, Suite 103 Boca Raton, FL 33487 (Design-Build Entity's City, State, Zip Code)

(Corporate Seal)

#### **EXHIBIT - A**

#### **WORK AUTHORIZATION NO.3**

## PALM BEACH COUNTY WATER UTILITIES DEPARTMENT DESIGN-BUILD SERVICES

# SCOPE OF WORK FOR SOUTH BAY REPUMP STATION IMPROVEMENTS

#### INTRODUCTION

Palm Beach County (COUNTY) entered into an agreement entitled Water, Wastewater & Reclaimed Water Improvements Design/Build Contract - Palm Beach County Utilities Department Project No. WUD 11-134 (CONTRACT) with **Globaltech,Inc.** (DESIGN-BUILD ENTITY) to provide design-build services for various general activities on (Design/Build Contract R2012-0159). This Work Authorization will be performed under that CONTRACT.

Globaltech has completed 60% design drawings and developed the design criteria for this Design/Build Work Authorization.

#### **SCOPE OF SERVICES**

This project involves upgrading the mechanical and electrical components at the South Bay Repump Station. The scope of the work is based on the Preliminary Design Technical Memorandum and the 60% complete design previously submitted to PBCWUD by Globaltech. The project will be designed and constructed in accordance with the Palm Beach county Minimum Engineering Standards, the Florida Administrative Code 62-604 and the previously submitted Technical Memorandum and 60% complete design.

The existing constant speed 50 HP split-case centrifugal pumps will be replaced with new variable speed 50 HP split-case pumps sized to meet the existing pump design conditions. The variable speed pumps will allow a pressure set point to be used thereby preventing over pressurization of the distribution system. All of the pipe and fittings, inside the repump station, from the pump suction to the pump discharge valves will be replaced with new pipe and fittings.

In addition to the mechanical work, much of the existing electrical system will be demolished and a new electrical room will be constructed in the existing chlorine room. The new electrical room will be equipped with an air conditioning unit.

The Scope of Services includes administrative and engineering services in support of the construction of the Work and Record Drawing preparation. This project will be designed and constructed in accordance with the Palm beach county Water Utilities Department Manual of Minimum Engineering Standards.

#### **Description of Services**

Task 1 – Administrative and Engineering Services

1. Complete the design from 60% complete to Final.

- 2. Prepare detailed construction schedule to include as a minimum; engineering and permitting services, site mobilization, detailed construction activities, scheduled shutdowns and durations, equipment/material delivery times, testing, startup and commissioning.
- 3. Prepare submittals (or confirmation of compliance with PBCWUD design standards), administer and track submittal process.
- 4. Schedule meetings, inspections, and testing with PBCWUD/GUA staff.
- 5. Obtain South Bay building permit. PBCWUD will pay the South Bay permit fees.
- 6. Provide Engineer's site visits during construction to confirm construction is being performed in conformance with the Design Drawings and Specifications.
- 7. Prepare Record Drawings and O&M Manuals at close of project.

#### Task 2 - Construction Services

- 1. Establish staging areas with GUA staff at the site; mobilize to site.
- Procure equipment and construct facilities. Improvements are based on the Technical Memorandum and the 60% complete Drawings and Technical Specifications previously submitted to the PBCWUD. The specific improvements include the following:
  - a. Replace the two (2) 50 HP constant-speed split-case centrifugal pumps with new 50 HP variable-speed split-case centrifugal pumps. The new pumps will include the pump and motor mounted on a steel frame which will be grouted in on the existing pump pad. The new pumps will be sized to meet the existing pumps' design conditions. Speed of the pumps will be based on a signal from the existing pressure transmitter, which will remain in its existing location.
  - b. Replace all of the pipe, fittings and valves from the pump suction valve to the pump discharge valve, inclusive. The concrete pipe supports will be modified so to better cradle the pipe. Stainless steel shims or a stainless steel flange bolt support are proposed for this purpose. Pipe and fitting will be cement-lined DIP, valves will be epoxy-lined. Gaskets will be toro-seal. Bolts kits shall be 316 stainless steel. Pipe and valves under 1" diameter shall be 316 stainless steel. New ferrous meal pipe, valves and pump parts shall be field painted.
  - c. Install combination vacuum/pressure gauge on the suction side of the pumps and a pressure gauge and a pressure switch on the discharge side of the pumps.
  - d. Convert the existing chlorine room into an electrical room. Install a wall-mount package air conditioner. Patch holes in the wall. Paint walls and ceiling in the new electrical room.
  - e. Replace existing FPL electrical service and provide a service-rated main breaker disconnect in the repump building. Note that this will result in removal of the electric service for the basketball courts at the adjacent City park. There are no plans to provide a new electric service to the basketball court or the City park under this scope of work.
  - f. Remove the existing MCC, TVSS, ATS, lighting panel, wireway, and basketball court lighting contactor.
  - g. Install new electrical in the new electrical room.

- h. Install one new analog input and one new analog output card in the existing PLC/RTU panel.
- i. PLC programming for the improvements.
- j. Install a new grounding grid with ground rods.

#### **ASSUMPTIONS**

- 1. A PBCHD permit will not be required. This has been confirmed through conversations with the Health Department.
- 2. The PBCWUD/GUA is responsible for draining the ground storage tank (GST) and the repump station can be out of service for up to 8 consecutive daytime hours, once (after the GST has been drained).
- 3. PBCWUD will review all submittals and provide comments within one calendar week and notify Globaltech of status.
- 4. South Bay Building Department permit fees shall be paid by PBCWUD.
- 5. The existing yard valves will operate properly and hold system pressure during station shut down.
- 6. Power will not be restored to the basketball court at the adjacent City park.
- 7. This project is funded from a grant source and as such will be subject to the Davis-Bacon Wage Act and the PBC-HCD requirements.
- 8. Liquidated Damages may be assessed for up to \$1,000 per day up to Substantial Completion and up to \$500 per day from Substantial Completion to Final Completion.
- 9. An allowance of \$10,000 is included.

#### **COMPENSATION**

Compensation for Work Authorization No. 3 will not exceed the Lump Sum Amount (inclusive of allowances) of \$290,022. Attachment A provides the cost breakdown and fee. Attachment A is subdivided to summarize engineering and construction services.

#### PROJECT SCHEDULE

The milestone completion schedule is provided in Attachment B.

#### M/WBE PARTICIPATION

As prescribed under Provision A.3 of the CONTRACT, SBE-M/WBE participation is included in Attachment C under this Authorization. Schedule 1 to Attachment C defines the M/WBE participation.

ATTACHMENT – A Compensation Summary

ATTACHMENT – B Project Schedule

ATTACHMENT – C SBE Schedule 1

ATTACHMENT – D Project Location Map

ATTACHMENT – E Authorization Status Report

ATTACHMENT – F Vendor Quote

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

Surety Name:

Westchester Fire Insurance Company

436 Walnut Street, WA10F Philadelphia, PA. 19106

Bond Number:

K08687201

Contractor Name:

Globaltech, Inc.

1075 Broken Sound Pkwy NW #103

Boca Raton, FL 33487

561-997-6433

Owner Name:

Palm Beach County Board of County Commissioners

8100 Forest Hill Blvd (P.O. Box 16097)

West Palm Beach, FL. 33416

(561) 493-6000

Project Number:

Contract Number WUD 12-030

Project Description:

Palm Beach County, South Bay Repump Station Improvements,

\$290,022.00

Project Address:

850 NW 1st Ave., South Bay, FL. 33493

Legal Description of Property: South Bay Repump Station (850 NW 1st Ave., South Bay, FL., 33493, Improvements-Contract Number WUD 12-030

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

#### CONTRACT PERFORMANCE BOND

BY THIS BOND, we, <u>Globaltech, Inc.</u>, as Principal and <u>Westchester Fire Insurance Company</u>, a Corporation, as Surety, whose address is <u>436 Walnut Street WA10F</u>, <u>Philadelphia</u>, <u>PA 19106</u>, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, for the sum of <u>\$290,022.00</u>, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

#### THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the Contract dated \_\_\_\_\_\_\_, 2012 between Principal and COUNTY, for construction of South Bay Repump Station Improvements WUD No.12-030, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
- 2. Pays COUNTY all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract and;
- 3. 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. Whenever Principal shall be, and declared by COUNTY to be in default under the Contract, the COUNTY having performed COUNTY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the COUNTY elects, upon determination by the COUNTY and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and COUNTY, and make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by COUNTY to Principal under the Contract and any amendments thereto, less the amount properly paid by COUNTY to Principal.

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. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

Surety expressly acknowledges its obligations and liabilities for liquidated damages suffered by COUNTY under the provisions of the Contract Documents.

Dated on	PRINCIPAL:  By: Signature
Attest as to the signature of Principal	President of Globaltech, Inc. Title
Accounting Monagor, Clubaltech Title	(SEAL)
	Address: 1075 Broken Sound Pkwy NW
	Ste. 103, Boca Raton, FL 33487
	SURETY: Westchester Fire Insurance Company By: Signature
See attached Power of Attorney Attest as the signature of Surety	Attorney-In-Fact Title
See attached Power of Attorney	
Title	(SEAL)

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

Address: 1201 W. Cypress Creek Rd, #130

Ft. Lauderdale, FL. 33309

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

for claimants.

#### CONTRACT PAYMENT BOND

BY THIS BOND, WE, Globaltech, Inc., as Principal and Westchester Fire Insurance Company, a Corporation, as Surety, whose address is 436 Walnut Street WA10F, Philadelphia, PA 19106, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of \$290,022.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

#### THE CONDITION OF THIS BOND is that if Principal:

- 1. Promptly makes payment to all claimants and lienors supplying Principal with labor, materials and suppliers, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated \_\_\_\_\_\_\_, 2012, between Principal and COUNTY for construction of South Bay Repump Station Improvements WUD No.12-030 the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
- 2. Pays COUNTY all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract;

then this bond is void; otherwise it remains in full force.

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. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

Dated on	PRINCIPAL:
Attest as to the signature of Principal	By: Signature  President of Globaltech, Inc. Title
Accounting Monager, Globaltech Title	(SEAL)
	Address: 1075 Broken Sound Pkwy NW
	Ste. 103, Boca Raton, FL 33487
	SURETY:Westchester Fire Insurance Company By: Signature
See attached Power of Attorney  Attest as the signature of Surety	Attorney-In-Fact Title
See attached Power of Attorney Title	(SEAL)
	Address: 1201 W. Cypress Creek Rd, #130
	Ft. Lauderdale, FL. 33309

See Section 713.23, Florida Statutes as amended for the notice and time limitations for claimants.

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

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

#### Power of Attorney

#### WESTCHESTER FIRE INSURANCE COMPANY



lo soni Each of the Chairman, the President and the Vice Presidents of the Con

- nvise.

  duls appointed attorney-in-fact of the Company is hereby sufficined to execute any. Written Commitment for and on behalf of the Company, action is authorized by the grain of povents provided for in such persons written appointment as such attorney-in-fact. (2)
- such action is authorized by the grain of povens provided for in such years.

  Each of the Chairman, the President and the Vice Presidents of the Company is hereby muthorized, for and on behalf of the Company or otherwise, such (3) to execute, for and on behalf of the Company, under the seal of the Compan cification may be by general type or class of Written Commitments or by spe
- (4) any's seal or otherwise, si ation of one or more parti
- Written Commitment of a (5) 3

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, exclusive statement of the powers and authority of officers, exclusive statement of the powers and authority of officers, exclusive and such Resolution shall not limit at otherwise affect the exercise of any such power or furthering otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Gerald J.Arch, James F.Murphy, Joanne M. Mursell, Michael A. Holmes, Shawn A. Burton, all of the City of FT. LAUDERDALE, Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, indertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 8 day of February 2012. 

WEST CHESTER FIRE INSURANCE COMPANY

ich , Vice Presider

his and

Americanily



COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA SS

COUNTY OF PHILADELPHIA

On this 8 day of February, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen

M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force. 

delphi IN TESTIMONY WHEREOF, Thave hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above SHALLER PARTY



NOTARIAL SEAL KAREN E. BRANDT, HOMEY PURE

<u>e</u>nsisis

undersigned Assistant Secretary of the WEST CHESTER FIRE INSURANCE COMPANY, do berefy certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary and affixed the corporate seal of the ration, this

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William L. Kelty Assis

ŽaiŠ THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER February

\$200000

#### ATTACHMENT A

**Compensation Summary** 

# ATTACHMENT A (ENGINEERING) South Bay Repump Improvements

#### Budget Summary

	·	E6	E6	<b>E</b> 6	E6	E4	E4	T5	Office	Office		*Sub-	
Task	Task Description	\$54.81	\$51,42	\$50.65	\$47.60	\$37.02	\$35.96	\$27.46	\$23.32	\$15.00	Total Labor	Consultant Services	Sub- Consultant
1	Design complete from 60% to 90%												
	Project Management/Coordination				16				4				
	HCD Coordination			24					8				
	Cover, 2 general sheets, standard details				12			12	***************************************	2		***************************************	·····
	Pump mods details				12			12		2			
	Photo details/Yard Details												
	Construction Estimate						8			2			
	Meetings	***************************************			16								~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
	Subtotal Task 1	0	0	24	56	Ö	8	24	12	6	\$ 5,197.76		
		***************************************					***************************************						
2	SDC					***************************************				***************************************			
	Site Visits (5 visits @ 4 hours)				20				***************************************	***************************************			
	Coordination/RFI				16	***************************************			Ź	2			
	Record Dwgs				8			8	~~~~	2			
	Permitting	······································			2		·····					***************************************	
	Subtotal Task 2	0	0	0			0	8	2		\$ 2,515.92		
											7 2,010.00		
3	Electrical									***************************************		e	
***************************************	Hillers			***************************************	***************************************							\$ 13,000,00	
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							~						<del></del>
	Subtotal Task 3	a	0		0	n		0	0	0	\$ -		
~	Subtotal Task V	- 0	-					- Y	-				
													<del></del>
	Labor Subtotal Hours	0	ō	24	102	. 0	8	32	14	10			
	Labor Raw Costs	\$0.00	\$0.00	\$1,215.60		\$0.00	\$287.68		\$326.48	\$150,00			
	Labor Multiplier	3.00	3.00	3.00	3,00	3.00	3.00	3.00	3.00	3,00	₹,713.00	-	
	Labor Mutapher Labor Subtotal	\$0.00	\$0.00		\$14,565.60	\$0,00	\$863,04		\$979,44	\$450.00		***************************************	
	Labor Total	\$0.00	\$0.00	\$3,040.80	\$14,000.00	ຸ ຊຸນ,ບບ	\$553,04	\$2,030.16	\$979. <del>44</del>	\$450.00			
•	Subconsultant Labor Total										\$23,141.04	* 40.000.00	
												\$ 13,000.00	
	Subconsultant Multiplier											1.1	
	Subcontract Total					u-v						\$ 14,300.00	
	Reimbursable Expenses										<u> </u>	\$ 1,000.00	
				i		······································						<del>+ 1,000.00</del>	······································
			***************************************										······································
	PROJECT TOTAL											\$38,441.04	



# ATTACHMENT - A Compensation Summary

08/02/12

120313: PBC SBay Repump Imp WA-3

WUD 12-030: PBC Water Utilities Department

embly#	Description	Unit	Quantity	Cost	Ext. Cost	6% Sales Tax	Markup*	Ext. Price
Bid Item:	1 General Conditions							
1	Temporary Facilities	LOT	1.00	1,570.0000				
L	Job Site Trailer	Month	2.00	240.0000	480.00	28.80	1.1500	585.12
L	Trailer Pick up/Delivery	Ea	2.00	150.0000	300.00	18.00	1.1500	365.7
L	Sanitary	Month	2.00	95,0000	190.00	11.40	1.1500	231,6
L	Waste Hauling	LOT	1.00	600,0000	600.00	36.00	1.1500	731.4
2	General Conditions	LOT	1.00	16,949.9500				,
L	Submittal Labor	HR	20.00	63.1400	1,262.80		1.2992	1,640.6
L	O&M Manual	HR	20.00	63.1350	1,262.70		1.2992	1,640.5
L	Progress Meeting	HR	20.00	64.7100	1,294.20		1.2992	1,681.4
L	Scheduling Labor	HR	20.00	63.1400	1,262.80		1.2992	1,640.6
L	Construction PM	HR	40.00	63.1400	2,525.60		1.2992	3,281.2
L	Construction Superintendant	HR .	50.00	65.5000	3,275.00		1.2992	4,254.8
L	Startup Crew	CR-D	1,00	1,014.3000	1,014.30		1.2992	1,317.7
L	Punch Out Crew	CR-D	1.00	1,014.3000	1,014.30		1.2992	1,317.7
L	Purchasing & Subcontracts	HR	30,00	63.1350	1,894.05		1,2992	2,460.7
L	Safety	HR	10.00	63.1400	631.40		1.2992	820.3
L	Safety Equipment	LOT	1.00	250,0000	250.00	15,00	1.1500	304.7
L	Building Permits	HR	20.00	63,1400	1,262.80		1.2992	1,640.6
				Bid Item Totals:	18,519.95	109.20		23,915.1
Bid Item:	2 Sitework							
2001	Mobilization	LOT	1.00	2,043.4200				
L	Construction PM	HR	8.00	63.1400	505.12		1.2992	656.2

ssembly#	Description	Unit	Quantity	Cost	Ext. Cost	6% Sales Tax Ma	rkup*	Ext. Price
L.	Construction Superintendant	HR	8.00	65.5000	524.00	1.	2992	680.78
L	3 Man Crew	CR-D	1.00	1,014.3000	1,014.30		2992	1,317.78
2002	Demob	LOT	1.00	3,057.7200				
L	Construction PM	HR	8.00	63.1400	505.12		2992	656.25
L	Construction Superintendant	HR	8.00	65.5000	524.00		2992	680.78
L	3 Man Crew	CR-D	2.00	1,014.3000	2,028.60	1.	2992	2,635.56
2051	Demolition	LOT	1.00	2,428.6000				
L	Demo Pad	CR-D	2.00	1,014.3000	2,028.60	1.	2992	2,635.56
L	Demo Hammer	LOT	2.00	200.0000	400.00	24.00 1.	1500	487.60
				Bid Item Totals:	7,529.74	24.00		9,750.56
Bid Item:	3 Concrete							•
	Cut Concrete Openings	Ea	1.00	650.0000	650.00	1.	1000	715.00
	Patch & Repair openings	CR-D	1.00	1,014.3000	1,014.30	1.	2992	1,317.78
	Grout Base	CR-D	1.00	1,014.3000	1,014.30	1.	2992	1,317.78
	Grout Equipment base	LOT	2.00	50.0000	100.00	6.00 1.	1500	121.90
				Bid Item Totals:	2,778.60	6.00		3,472.46
Bid Item:	5 Misc Metals							
5050	Misc Metals	LOT	1.00	2,514.3000				
L	Misc Metals	LOT	1.00	1,500.0000	1,500.00	90.00 1.	1500	1,828.50
L	Installation Labor	CR-D	1.00	1,014.3000	1,014.30	1.	2992	1,317.78
				Bid Item Totals:	2,514.30	90.00		3,146.28
Bid Item:	9 Coatings							,
9000	Wall Coatings	LOT	1.00	5,257.2000				
L	Patch & Prep Walls	CR-D	1.00	1,014.3000	1,014.30	1.	2992	1,317.78
L	Patching Materials	LOT	1.00	200.0000	200.00		1500	243,80
L	Coatings	LOT	1.00	1,000.0000	1,000.00	60.00 1.	1500	1,219.00

Report 9-5-0-12 Rebecca

08/02/2012 11:43 AM

embly#	Description	Unit	Quantity	Cost	Ext. Cost	6% Sales Tax	Markup*	Ext. Price
L	Apply Coatings	CR-D	3.00	1,014.3000	3,042.90		1.2992	3,953.34
9000	Pipe Coatings	LOT	1.00	3,542.9000				
L	Coatings	LOT	1.00	500.0000	500.00	30.00	1.1500	609.50
L	Apply Coatings	CR-D	3.00	1,014.3000	3,042.90		1.2992	3,953.34
Bid Item:	11 Equipment			Bid Item Totals:	8,800.10	102.00		11,296.7
11000	Pump Replacement	LOT	2.00	19,555.3000				
L	Pump Installation	CR-D	2.00	1,014.3000	2,028.60		1.2992	2,635.56
L	Booster pump	Ea	2.00	18,541.0000	37,082.00	2,224.92	1.1500	45,202.96
				Bid Item Totals:	39,110.60	2,224.92		47,838.5
Bid Item:	13 I&C				,	,		,000,0
	Programming	LOT	1.00	10,000.0000	10,000.00	•	1.1000	11,000.00
	Pressure Switch	LOT	1.00	500.0000	500.00	30.00	1.1500	609.50
	•			Bid Item Totals:	10,500.00	30.00		11,609.5
Bid Item:	15 Mechanical							,
15050	Replace Pipe & Valves	LOT	1.00	22,629,9400				
L	Install Piping	CR-D	5.00	1,247.1000	6,235.50		1.2992	8,101.1
L	Piping General	LOT	1.00	16,394.4400	16,394.44	983.67	1.1500	19,984.8
15900	HVAC	LOT	1.00	4,458.6000				
L	HVAC	EA	1.00	1,930.0000	1,930.00	115.80	1.1500	2,352.6
Ĺ	Install AC	CR-D	2.00	1,014.3000	2,028.60		1.2992	2,635.5
L	HVAC - Manufacturer Services	EA	1.00	500.0000	500.00		1.1000	550.00
Bid Item:	16 Electrical			Bid Item Totals:	27,088.54	1,099.47		33,624.2
Diu Reili.	Electrical Sub	LOT	1,00	79,600.0000	79,600.00		1.1000	87,560.0

embly#	Description	Unit	Quantity	Cost	Ext. Cost	6% Sales Tax	Markup*	Ext. Price
				Bid Item Totals:	79,600.00	·		87,560.00
Bid Item:	18 Rental Equipment & Consumable	es						
18001	Tools & Consumables	LOT	1.00	490.2400				
L	Misc Tools	LOT	1.00	250.2400	250.24	15.01	1.1500	305.0
L	Saw Blade	LOT	1.00	90,0000	90.00	5.40	1.1500	109.7
L	Misc Fasteners	LOT	1.00	150,0000	150.00	9,00	1.1500	182.8
18002	Rental Equipment	LOT	1.00	1,740.6250				
L	Warehouse forklift	МО	1.00	1,440.5500	1,440.55	86.43	1.1500	1,756.0
L	Pallet Jack	LOT	1.00	300,0750	300.08	18.00	1.1500	365.7
				Bid Item Totals:	2,230.87	133.84		2,719.4
Bid Item:	50 Engineering							
	Engineering	LOT	1.00	7,713.6800	7,713.68		3.0000	23,141.0
	Electrical Engineering	LOT	1.00	13,000.0000	13,000.00		1.1000	14,300.0
	Engineering - Reimbursable Expense	LOT	1.00	1,000.0000	1,000.00		1.0000	1,000.0
				Bid Item Totals:	21,713.68			38,441.0
Bid Item:	51 Bonds							
	Bonds & Certifications	LOT	1.00	5,780.9500	5,780.95	·····	1.1500	6,648.0
				Bid Item Totals:	5,780.95			6,648.0
Bid Item:	52 Allowance		-					•
	Allowance	LOT	1.00	10,000.0000	10,000.00		1.0000	10,000.0
				Bid Item Totals:	10,000.00			10,000.0
				Grand Totals:	236,167.33	3,819.43		290,022.0

Assembly#	Description	Unit	Quantity	Cost	Ext, Cost	6% Sales Tax Markup*	Ext. Price

Note: All materials include an additional 6.0% markup for FL State sales tax. Markup is applied after tax is added to the Ext. Cost.

<sup>\*</sup> Materials = 15%, Subcontractors = 10%, Labor at Burden = 29.92% (12% G&A x 16% Profit & Overhead), Engineering = See next page for Engineering Summary

#### **ATTACHMENT - B**

#### PROJECT SCHEDULE

#### **SCHEDULE**

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

<u>Design-Build Services</u>	Substantial Completion (1)	Final Completion (1)
Engineering		12 Weeks
Procurement		22 Weeks
Installation	32 Weeks	36 Weeks

<sup>(1)</sup> Dependent on permitting

#### ATTACHMENT C

#### SCHEDULE #1

#### LIST OF PROPOSED SBE-M/WBE PRIME/SUBCONTRACTORS

PROJECT NAME:	WA#3 - South Bay Repump Station Immprovements		PROJECT NUMBER	:: WUD 12-030	
NAME OF PRIME BIDDER:	Globaltech, Inc.	ADDRESS:	1075 Broken Sound Parkway NW, Suite 103, Boca Raton,		
CONTACT PERSON:	Paul Gandy, P.E.		FL 33487		
BID OPENING DATE:		PHONE NO.	561-997-6433	FAX NO. 561-997-5811	
		DEPARTMENT:			

#### PLEASE IDENTIFY ALL APPLICABLE CATEGORIES

Name, Address, Telephone Number of SBE-	(Check one or	both Categories)	Dollar Amount					
W/MBE Contractor	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
Globaltech, Inc.			¢0.00	¢0.00	40.00	4407 400 00		
(See above for Address and Number)		*	\$0.00	\$0.00	\$0.00	\$197,422.00	\$0.00	
Hillers Electrical Engineering, Inc.								
23257 State Road 7, Suite 100	✓ ′		\$0.00	\$13,000.00	\$0.00	\$0.00	\$0.00	
Boca Raton, FL 33428					•			
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
PRIME CONTRACTOR TO COMPLETE:		TOTAL:	\$0.00	\$13,000.00	\$0.00	\$197,422.00	\$0.00	
BID PRICE: \$290,022.00	Total Value	of SBE Participation:	\$210	,422.00				

#### NOTE:

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

#### ATTACHMENT C

#### SCHEDULE 2

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

LIVOOL	CT NO. WUD 12-030 PROJECT NAME:	WA 3 – South Bay Repump Sta Improvements	uon
TO:	Globaltech, Inc.		
-	(Name of Prime Bio	lder)	
The und	lersigned is certified by Palm Beach County as a	a(n) – (check one or more, as appl	icable):
	Small Business Enterprise	Minority Business Enterprise	
Black	Hispanic XWomen Caucasian	Other (Please Specify)	
Date of	Palm Beach County Certification: <u>September 28</u>	, 2009	
The unde	ersigned is prepared to perform the following describe in detail, particular work items or parts thereof to	d work in connection with the above p be performed):	roject
Line Item/ Lot No.	Item Description	Qty / Units Unit Price	Total Price
1	Electrical design and SDC services		\$13,000.00
And will Beach Co		nditioned upon your execution of a co	ontract with Palm
amount o	igned intends to sub-subcontract any portion of this fany such subcontract must be stated: \$	subcontract to a non-certified SBE's	ubcontractor, the
	ersigned subcontractor understands that the provisactor from providing quotations to other bidders	sion of this form to prime bidder d	loes not prevent

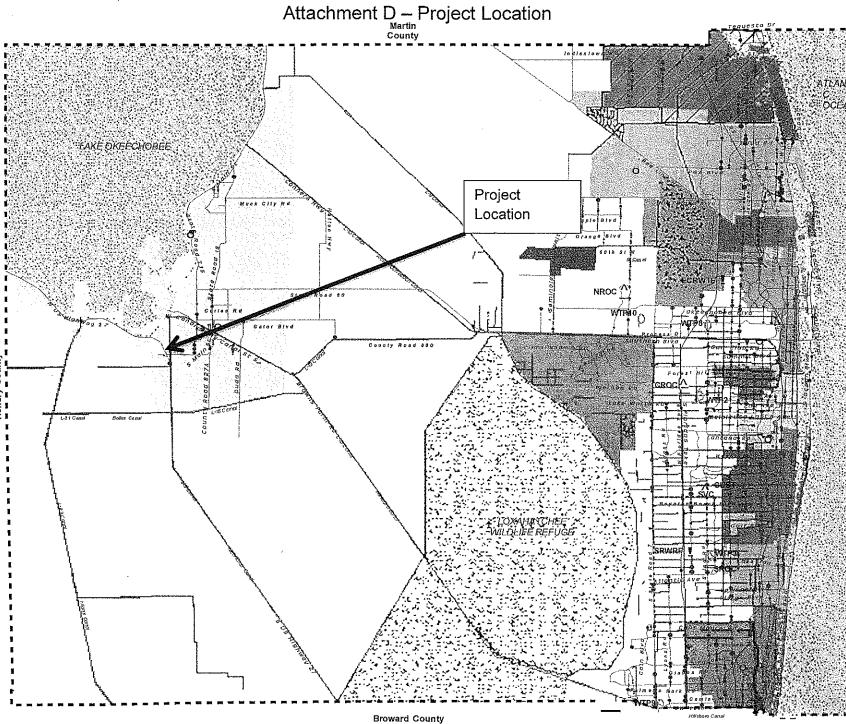


Palm Beach County Water Utilities Department Service Area (SA) and **Major Facilities** 

Legend

- - · COUNTY LIMITS P.B.C.W.U.D. SA

# ---- MANDATORY RECLAIMED SA Water Treatment Facility Water Reclaimation Facility



South Bay Repump Station Improvements / WUD 12-030

#### ATTACHMENT E

### **Authorization Status Report**

#### ATTACHMENT E

#### AUTHORIZATION STATUS REPORT June 27, 2012

# SUMMARY AND STATUS OF REQUESTS FOR AUTHORIZATIONS

Auth. No.	Description	Status	Project Total Amount	Date Approved	WUD No. Assigned	Globaltech Project No.
	CONSULTANT SERVICE AUTHORIZATIONS					
CSA-1	WTP 8 - Filter Media Replacement and Re-Rating	Approved	\$31,399.22	3/8/2012	12-002	GT 120291
CSA-2	Pump Station 5421 Improvements	Approved	\$11,451.79	6/14/12	12-061	GT 120302
CSA-3	WTP 2 Wellfield Backup Power Improvements	Pending	,		12-005	
		,				
	Total CSAs		\$42,851.01			
	WORK AUTHORIZATIONS	'				
WA-01	SW Boca Diversion PS Sound Attenuation	Pending			12-067	GT 120303
WA-02	WTP 8 Filters 4, 5 & 6 Media Replacement	Pending			12-002	GT120309
WA-03	South Bay Repump Station Improvements	Pending	\$290,022.00		12-030	
	Total WAs		\$290,022.00			
	Total CSAs + WAs		\$332,873.01	•		

Date: 6/27/2012

#### **ATTACHEMENT E**

# AUTHORIZATION STATUS REPORT OPTIMIZATION AND IMPROVEMENTS DESIGN-BUILD CONTRACT

# SUMMARY AND STATUS OF SBE / MINORITY BUSINESS TRACKING SYSTEM

WA-3 / South Bay Repump Station Improvements

	Total
Current Proposal	
Value of Consultant Service Authorization	\$0.00
Value of Work Authorization	\$290,022.00
Value of CSA and WA	\$290,022.00
Value of SBE Minority Letter of Intent	\$210,422.00
Actual Percentages	72.55%
Signed / Approved Authorizations	
Total Value of Approved Consultant Service Authorization	\$42,851.01
Total Value of Approved Work Authorization	\$0.00
Total Value of CSAs and WAs	\$42,851.01
Total Value of SBE Signed Subcontracts	\$42,851.01
Actual Percentages	100.00%
Signed Authorizations Plus Current Proposal	
Total Value of Approved CSAs Plus Current CSA Proposal	\$42,851.01
Total Value of Approved WAs Plus Current WA Proposal	\$290,022.00
Total Value of Approved and Proposed CSAs and WAs	\$332,873.01
Total Value of SBE Subcontracts and Letters of Intent	\$253,273.01
Actual Percentages	76.08%
GOAL	75%

#### ATTACHEMENT F

Vendor Quotes



#### Energy Efficient Electric, Inc.

1600 Mercer Ave. Unit 6 West Palm Beach, FL. 33401 Phone (561) 655-7211 Fax (561) 655-9661 Mobile (561) 722-1383 E-Mail Address: bill@energyeff.com

June 5, 2012

#### Electrical Scope of Work South Bay Booster Pump Station Upgrades **Quote 30576**

We are pleased to provide your firm with our scope and proposal for the necessary electrical work on the above referenced project as stated below in the inclusions and clarifications. This quotation is based on the 60% design electrical drawings by HEEI dated April 2012.

- 1. Provide new separate electrical services for the booster pump as indicated on the drawings.
- 2. Furnish and install the following electrical equipment:
  - a. FPL meter can
  - b. 200Amp Main Breaker Nema 1
  - c. 200Amp Power Panel DP1 Nema 1 d. Two - 50HP VFD Nema 1

  - e. 200A Generator Breaker
- 3. Furnish and install new 200Amp ATS.
- 4. Provide necessary conduit and wire to electrically connect all new electrical gear.
- 5. Provide new wiring via existing conduits to the new 50HP motors.
- 6. Provide analog wiring from VFD's, level and pressure transmitters to existing PLC.
- 7. Provide PLC A/I & A/O cards as indicated on the drawings.
- 8. PLC upgrades and programming to be by others.
- 9. Provide necessary coordination with FPL to replace existing electrical service and meter can. FPL fees are included.
- 10. Provide new light fixtures in the new electric room.
- 11. Electrically disconnect old equipment no longer in service after new electrical system is in place and operational. (MCC, panels, old control panels, etc...) Disposal of equipment to be by
- 12. Reconnect existing branch circuits to new lighting panel LP1.
- 13. Provide power (480V) to new A/C unit for electrical room.
- 14. Permit fees are not included.

Pump station Electrical Lump Sum

\$ 79,600.00

f. 10KVA 480-120/240 1-phase transformer

g. Panel LP1 Nema 1

i. Lighting contactor

j. Photo Cell

h. 30A 3P disconnect (A/C)

# Electron Corp of South Fla.

## **Electrical Contractor**

6421 Winding Lake Dr. Jupiter, FL 33458 (561) 744-1388 Fax (561) 744-5777

June 12, 2012

#### South Bay **Pump Station**

Electron Corp. of South Florida Proposes to Furnish and install the following sections complete with the exceptions as listed:

- 1. Section 16010 Basic Electrical Requirements;
- 2. Section 16050 Basic Electrical Materials & Methods;
- 3. Section 16110 Raceways;
- 4. Section 16120 Conductors;
- Section 16261 Automatic Transfer Switch;
- 6. Section 16450 Grounding;

#### Exceptions:

#### Bid \$ 109,980.00

Please feel free to call me should you have any questions.

Albert Laessig President



State Certificate # EC-13003753

Date: 5 Jun. 2012

To: Globaltech, Inc. 1075 Broken Sound Pkwy NW Suite 103 Boca Raton, FL 33487

Attention: D. Shuman

We Purpose to provide a complete Electrical Installation per Plans and Specifications. For Glades Utility Authority South Bay Re-Pump Station Imp.

Drawings E-1 thru E-8

711 Commerce Way Suite # 6 Jupiter, FL. 33458 Ph. 561-575-4270 Fax 561-575-4269 Email: PowerlineOfSouth@bellsouth.net Exceptions:

- 1. Instruments/Control Panels
- 2. Elect. Motors

3. Asphalt patching

This Proposal subject to renegotiation after (90 Day Period)

Purposed Amount: \$ 93,300.00

(Ninety Three Thousand Three Hundred Dollars)

Thank you for the opportunity to provide this Proposal.

Sincerely

Thomas Laessig

President

State Certificate # EC-13003753



2816 S.E. Monroe Street Stuart Fl. 34997 Ph: 772-247-0880 Fax: 772-220-3088

Globaltech Inc To:

1075 Brokensound Parkway NW Suite 103

Boca Raton, FL. 33487

Attn: Phone: David Schuman 561-997-6433

Fax:

Email:

dschuman@globaltechdb.com

SUBJECT:

South Bay Water Booster Pump

**Confirming Quotation** 

DATE:

6/11/2012

Sanders Company Inc. is pleased to offer the following equipment for your considertation:

Qty (1) Fairbanks Morse Model 4" 2823C Horizontal Split Case Pump rated for 925 GPM @ 147' TDH with: All Iron construction includes, Impeller, Casing Wear Rings, Shaft, Shaft Sleeve, Bearings, Bearing Housing Mechanical Seal, Keys & Nuts

Qty (1) Fabricated Steel Base with Coupling & Coupling Guard

Qty (1) 50 HP 1800 RPM 460 V TEFC Inverter duty Motor.

(1) \$850 for Starty services

#### NO OTHER PRODUCTS OR SERVICES ARE INCLUDED OTHER THAN WHAT IS LISTED ABOVE

TOTAL PRICE:

\$16,975.00

Plus Tax Price Valid for 60 days

FOB:

Factory, Freight Allowed to jobsite via standard commercial carrier

DEL:

12 to 14 weeks after approval and release to fabrication

TERMS:

Net 30 days from invoice date subject to initial and continuing credit approval by

Sanders Co. Inc. see attached additional terms & conditions which are an intergral part

of this offering.

Prepared By:

Craig A. Welch

Ph: 561-289-2057 Fax: 561-989-0607

Email: welch@sanderscompany.com

Title: Date:

Accepted By;

Page 1

South Bay Repump Station Improvements
Phone quotes for 2 ton, AC only, wall mount air conditioners

Manufacturer Model# Quote Notes Name

Marvair AVPA24ACD-000NU \$1,832 Add \$100 for flashing and filters Frank Cerany, Jim Air 352-266-8050

Bard W24A1-C0Z \$2,000 Includes everything Leon Essex, 800-862-4772

GLOBALTECH INC

STE 103

1075 BROKEN SOUND PKWY NW BOCA RATON FL 3 Telephone: 561-997-6433

HDSWW - W PALM BEACH FL 1101 W 17th St Riviera Beach FL 33404 FL 33487

Telephone: 561-848-4396 Fax: 561-845-7267

Fax: 561-997-5811

Line   Quantity   Per   Description   Price   Price		ion: ADAM			00/00/000	
Line   Quantity   Per   Description   Price   Price	2/2	8/12 B10	. Th:	3028164 PBC SOUTH BAY RE-PUMP	02/29/2012	Page I
PRICES FIRM FOR 30 DAYS FROM DATE OF QUOTATION.  40 2 EA 10 F6102 FLG RW GV OL HW 1,070.00 2,140.00 CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS  50 2 EA 10 1810 FLG SILENT CHECK VLV 1,900.00 3,800.00 GLOBE STYLE  70 2 EA 10X4 FLG CONC REDUCER(I) C/L 167.85 335.70 DI C110  80 2 EA 4X3" THICK DI FILLER FLG 151.45 302.90 C/L DI C110  100 2 EA 14X6 FLG ECC REDUCER(I) PRIMED 1,255.00 2,510.00 C/L DI C110  100 2 EA 14 F6102 FLG RW GV OL HW 4,030.00 8,060.00 CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS  1.10 2 EA 1/2 SS BALL VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS  1.10 2 EA 1/2 SS BALL VALVE 304SS, THREADED  130 4 EA 1/2X4 304SS NIPPLE 2.50 10.00 150 2 EA 1/2 304SS STEEL BOLTS & NUTS  1.10 2 EA 1/2 304SS STEEL BOLTS & NUTS  1.10 2 EA 1/2 304SS NIPPLE 2.50 10.00 150 2 EA 1/2 304SS STEEL BOLTS & NUTS  1.10 2 EA 1/2 304SS STEEL BOLTS & NUTS  2.11 2 EA 1/2 304SS STEEL BOLTS & NUTS  2.12 304SS STEEL BOLTS & NUTS  3.13 4 EA 1/2X6 304SS NIPPLE 2.50 10.00 150 2 EA 1/2 304SS STEEL BOLTS & NUTS  2.14 6 A 1/2X6 304SS NIPPLE 3.50 14.00  1.15 2 EA 1/2 304SS STEEL BOLTS & NUTS  2.16 4 EA 1/2X6 304SS NIPPLE 3.50 14.00  2.17 4 EA 1/2 304SS STEEL BOLTS & NUTS  2.18 5 EA 1/2 304SS STEEL BOLTS & NUTS  2.19 6 EA 1/2 304SS STEEL BOLTS & NUTS  2.10 8 EA 1/2 304SS STEEL BOLTS & STEEL B						
DATE OF QUCTATION.  2 EA 10 F6102 FLG RW GV OL HW 1,070.00 2,140.00 CLOW GATE VALIVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS  50 2 EA 10 1810 FLG SILENT CHECK VLV 1,900.00 3,800.00 GLOBE STYLE  70 2 EA 10X4 FLG CONC REDUCER(I) C/L 167.85 335.70 DI C110  80 2 EA 4X3" THICK DI FILLER FLG 151.45 302.90 90 2 EA 14X6 FLG ECC REDUCER(I) PRIMED 1,255.00 2,510.00 C/L DI C110  100 2 EA 14 F6102 FLG RW GV OL HW 4,030.00 8,060.00 CLOW GATE VALIVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS  110 2 EA 1/2 S BALL VALVE EPOXY COATED 304SS, THREADED 150.03 30.00 180 2 EA 1/224 304SS NIPPLE 2.50 10.00 150 2 EA 1/2 304SS TEE 2.75 5.50 160 4 EA 1/23 304SS TEE 2.75 5.50 160 4 EA 1/23 304SS TEE 2.75 5.50 160 4 EA 1/2 304SS PED 2.00 8.00 180 2 EA 2-1/2" GAUGE 0-100 PSI LIQUID 23.05 46.10 W/ 1/2" BOTTOM CONNECTION 200 2 EA 411-153007-003 14 STL CPLG 349.30 698.60 PIPE OD 15.30 210 8 EA 10X1/8 FLG ACC NEOPREN FF 304SS 69.50 556.00 220 2 EA 4X1/8 FLG ACC NEOPREN FF 304SS 16.50 33.00 250 2 EA 313-111014-000 10X2IP D/S SAD 52.00 104.00 EPOXY W/S-Q BALES 10.75-11.10 260 2 EA 2S BALL VALVE 95.75 191.50 300 1 EA 8 MJ 90 BEND(I) CP DI C153 85.00 85.00 300 1 EA 8 FLG 90 BEND(I) CP DI C153 85.00 85.00 300 1 EA 8 FLG 90 BEND(I) CP DI C153 85.00 85.00 300 1 EA 8 FLG 90 BEND(I) CP DI C153 85.00 85.00 300 1 EA 8 FLG 90 BEND(I) CP DI C153 85.00 85.00	Line	Quantity	Per	Description	Price	Price
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The color of the	40	2	EA	CLOW GATE VALVE EPOXY COATED	1,070.00	2,140.00
70	50	•		10 1810 FLG SILENT CHECK VLV	1,900.00	3,800.00
80	70			10X4 FLG CONC REDUCER(I) C/L	167.85	335.70
90	80	2	EA		151.45	302.90
100 2 EA 14 F6102 FLG RW GV OL HW 4,030.00 8,060.00 CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS  110 2 EA 1/2 SS BALL VALVE 16.50 33.00 304SS, THREADED  130 4 EA 1/2X4 304SS NIPPLE 2.50 10.00 140 2 EA 1/2 #22 VALMATIC AIR RELEASE 175.00 350.00 150 2 EA 1/2 304SS TEE 2.75 5.50 14.00 170 4 EA 1/2X6 304SS NIPPLE 3.50 14.00 170 4 EA 1/2X6 304SS NIPPLE 3.50 14.00 170 4 EA 1/2 304SS 90 BEND 2.00 8.00 180 2 EA 2-1/2" GAUGE 0-100 PSI LIQUID 23.05 46.10 W/ 1/2" BOTTOM CONNECTION 200 2 EA 411-153007-003 14 STL CPLG 349.30 698.60 PIPE OD 15.30 41.1-153007-003 14 STL CPLG 349.30 698.60 200 2 EA 4X1/8 FLG ACC NEOPR FF 304SS 69.50 556.00 220 2 EA 4X1/8 FLG ACC NEOPR FF 304SS 16.50 33.00 1 EA 6X1/8 FLG ACC NEOPR NFF 304SS 95.50 573.00 250 2 EA 313-111014-000 10X2IP D/S SAD 52.00 104.00 EPOXY W/E-G BALES 10.75-11.10 260 2 EA 2 SS BALL VALVE 95.75 191.50 304SS, THREADED, FULL PORT 280 2 EA 8 MJ 1/P SLEEVE(I) CP DI C153 85.00 85.00 300 1 EA 8 PEXPE DI PIPE 5'0" 191.65 191.65 310 1 EA 8 MJ 90 BEND(I) CP DI C153 82.00 82.00 300.25 330 1 EA 8 FLGSPE DI PIPE 5'0" 191.65 191.65 310 1 EA 8 FLGSPE DI PIPE 5'0" 191.65 191.65 310 1 EA 8 FLGSPE DI PIPE 5'0" 191.65 191.65 330 1 EA 8 FLGSPE DI PIPE 5'0" 191.65 300.25 330 1 EA 8 FLGSPE DI PIPE 5'0" 191.65 191.65 330 1 EA 8 FLGSPE DI PIPE 5'0" 191.65 191.65 330 1 EA 8 FLGSPE DI PIPE 5'0" 191.65 191.65 330 1 EA 8 FLGSPE DI PIPE 5'0" 191.65 300.25 330 1 EA 8 FLGSPE DI PIPE 6'0" C/L	90		EA	14X6 FLG ECC REDUCER(I) PRIMED	1,255.00	2,510.00
110	100	2	EA	CLOW GATE VALVE EPOXY COATED	4,030.00	8,060.00
130	110	2	EA	1/2 SS BALL VALVE	16.50	33.00
140	130	4	$\mathbf{E}\mathbf{A}$		2.50	10.00
160	140	2	$\mathbf{E}\mathbf{A}$	1/2 #22 VALMATIC AIR RELEASE	175.00	350.00
170	150	2	EA	1/2 304SS TEE	2.75	5.50
180	160	4	$\mathbf{E}\mathbf{A}$	1/2X6 304SS NIPPLE	3.50	14.00
W/ 1/2" BOTTOM CONNECTION  200	170	4	EA	1/2 304SS 90 BEND	2.00	8.00
PIPE OD 15.30  210 8 EA 10X1/8 FLG ACC NEOPR FF 304SS 69.50 556.00  220 2 EA 4X1/8 FLG ACC NEOPREN FF 304SS 16.50 33.00  230 1 EA 6X1/8 FLG ACC NEOPREN FF 304SS 29.50 29.50  240 6 EA 14X1/8 FLG ACC NEOPR 304SS 95.50 573.00  250 2 EA 313-111014-000 10X2IP D/S SAD 52.00 104.00  EPOXY W/E-G BALES 10.75-11.10  260 2 EA 2 SS BALL VALVE 95.75 191.50  304SS, THREADED, FULL PORT  280 2 EA 2XCL 304SS NIPPLE 4.25 8.50  290 1 EA 8 MJ L/P SLEEVE(I) CP DI C153 85.00 85.00  300 1 EA 8 PEXPE DI PIPE 5'0" 191.65  310 1 EA 8 MJ 90 BEND(I) CP DI C153 82.00 82.00  320 1 EA 8 FLGXPE DI PIPE 6'0" C/L 300.25 300.25  330 1 EA 8 FLGXPE DI PIPE 6'0" C/L 160.20 160.20	180	2	EA		23.05	46.10
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304SS, THREADED, FULL PORT  280	250	2	EA		52.00	104.00
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300 1 EA 8 PEXPE DI PIPE 5'0" 191.65 191.65 310 1 EA 8 MJ 90 BEND(I) CP DI C153 82.00 82.00 320 1 EA 8 FLGXPE DI PIPE 6'0" C/L 300.25 300.25 330 1 EA 8 FLG 90 BEND(I) C/L DI C110 160.20 160.20	290		$\mathbf{E}\mathbf{A}$		85.00	85.00
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	320	1	EA	8 FLGXPE DI PIPE 6'0" C/L	300.25	300.25
	330		EA		160.20	160.20
340 1 EA 8 F6102 FLG RW GV OL HW 675.00 675.00	340	1.	EA	8 F6102 FLG RW GV OL HW	675.00	675.00

Run Date 2/29/12

HD SUPPLY WATERWORKS, LTD.

GLOBALTECH INC

STE 103

1075 BROKEN SOUND PKWY NW

BOCA RATON

FL 33487

Telephone: 561-997-6433 Fax:

561-997-5811

HDSWW - W PALM BEACH FL HDSww - ... 1101 W 17th St Peach FL 33404

Telephone: 561-848-4396

561-845-7267

Attention: ADAM MOORE

2/28/12 Bid ID: 3028164 PBC SOUTH BAY RE-PUMP 02/29/2012 Page Sell Extended Net. Line Quantity Per Description Price Price CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS EA 8X6 FLG CONC REDUCER(I) C/L DI 350 1 76.50 76.50 C110 360 FA 6" FLG X MALE KAMLOCK PART "F" 119.25 <u>119.25</u> FLA ALUMINUM ADPT 370 EA. KAMLOCK ALUM 6" DUST CAP "DC" 34.00 34.00 USE W/ MALE CAMS

Subtotal:

21,533.15

Tax:

1,291.99

Bid Total:

22,825.14



5410 56th Commerce Park Boulevard - Tampa, FL 33610 Post Office Box 16039 - Tampa, FL 33687-6039 (813) 740-1144 - FAX (813) 627-9387

### Serving the Water & Wastewater Plant Industry for over 20 Years

To:	Globaltech
Attn:	Adam Moore
Subject:	Misc Quote
From:	George Peterson

Fax:	
Phone:	
Date:	February 28, 2012
Quote #:	022812

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Net 30	Tampa	FFA	Bes	Bestway			
(Charly)	The state of the s		*** Unit Price	See Lintal Live	Se Dolles		
2	10" M&H Flg Gate Valve w/ Hand		1,041.76	2,083.53			
2	10" Globe Style Silent Check Valv	e	1,250.59	2,501.18			
2	10 x 4" Flg Concentric Reducer, C	L, PC	167,83	335.66			
2	4" x 3" Filler Flange, PC		128.57	257.14			
2	14" x 6" Flg Eccentric Reducer, C/	L, PC	305.36	610.73			
2	14" M&H Flg Gate Vaive w/ Hand		3,789.77	7,579.55			
2	1/2" 316SS Ball Valves		19.19	38.37			
4	1/2" x 4" Sch40 316SS Nipple, TB	E	2.89	11.54			
2		1/2" GA (MODEL 912) Air Release Valves					
2	1/2" 150# 316SS Thrd Tee		2.89	5.77			
4	1/2" x 6" Sch40 316SS Nipple, TB	E	4.19	16.74			
4	1/2" 150# 316SS Thrd 90		2.23	8.91			
2	4" All SS Pressure Gauage (0-100F	PSI)	83.84	167.67			
_2	14" Smith-Blair 441 Coupling w/ R		587.45	1,174,90-			
8	10" FAS, 316SS B&N Kit w/ US F		78.69	629.48			
2	4" FAS, 316SS B&N Kit w/ US Fla	ange Tyte Gasket	20.89	41.78			
1	6" FAS, 316SS B&N Kit w/ US Fla		33,89	33.89			
6	14" FAS, 316SS B&N Kit w/ US F		126.58	759.50			
		······································	Sub-Total:	16,574.84			
		<u> </u>	Freight:	<u> </u>			
			Tax:	\$ 994.49			
All Material	Subject to Prior Sale		TOTAL:	17,569.34			

This quotation is for your acceptance in its entirety within 30 Days. If quantities or descriptions should change, McDade Waterworks, Inc, reserves the right to submit a revised quotation.

Sincerely, McDade Waterworks, Inc.

George Peterson

#### REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PROJECT NAME: City of South Bay - 8<sup>TH</sup> Ave Re-pump Station Improvements

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/contract, the requirements contained herein shall govern. Note: This document must be included in the bid documents for this project, and it must be made part of the contract/subcontracts for the project.

#### General Requirements:

The following requirements are attached:

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

#### 2. Forms to be completed and submitted by all bidders with their bids:

The following forms are attached:

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

#### 3. Form for the successful bidder for use by subcontractors after contract award:

The following form is attached:

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

#### 4. Report to be submitted to County by the successful bidder after contract award:

Contract Award Report to be submitted as follows:

- with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
- with the final payment request

(The attached form has been condensed, ask County for a larger form on legal size paper)

#### 5. Davis-Bacon Act:

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

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

Wage Decision(s) No.: | FL120173 Mod -0-: HEAVY

S:\CapImpr\COUNTY\SouthBay\125NW8\_Ave\_RepumpStationImprvmnts11-12\FederalRequirements.WPD

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

- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority ad 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.

- I. 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 fr, 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, fall 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 violating 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 last 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 company 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).

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#### PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

#### SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

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

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

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

## NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

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

#### TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

#### **SECTION 3 CLAUSE**

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 lu (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.

#### 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.

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# 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 exceeding \$100,000. Refer to the bid specifications for the applicability of these requirements to projects with contracts 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.

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#### LEAD-BASED PAINT POISONING PREVENTION ACT

References: -

- 24 CFR Part 570

- 24 CFR Part 35

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.

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### NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida	
County of Palm	Beach

	of Florida ity of Palm Beach
BEFO who,	ORE ME, the undersigned authority, personally appeared <u>Remard P. Candy</u> , after being by me first duly sworn, deposes and says of his/her personal knowledge that:
(1)	He is <u>President</u> of <u>Glabel Lech</u> , <u>Toc.</u> , the Bidder that has submitted a Bid to perform work for the following project:
	Contract #: WWO 12-030 Project Name: South Buy Repump Sta. Impr. WA
(2) (3) (4)	He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid; Such Bid is genuine and is not a collusive or sham Bid; 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
Subs	cribed and sworn to (or affirmed) before me this <u>Jud</u> ay of <u>Ougust</u> 2012 by
NOT	ARY SEAL:  REBECCA KOONTZ  NOTARY PUBLIC Notary Signature:  STATE OF FLORIDA  Comm# DD093689 Notary Name:  Expires 10/29/2013  Notary Public-State of Florida

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### ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the	undersigned aut , who, after bei	hority, personaling by me first d	ly appeared <u>P</u> luly sworn, depo	Sernard ( oses and says:	P. Gandy
(1) I am <u>Pres</u> submitted a propo	sal to perform we	Slobal Fech ork for the follow	ing project:	, the	bidder that has
Contract #: <u>WD</u>	12-030	Project Name	: South Bay 1	Repump Stoe.	Impr.(wA-3)
	rsigned, hereby d formed at the pr	epose and say to operty identified	that no portion of d above will be as a commi	fthe sum bid in o paid to any em ission, kickback	connection with ployee of Palm c, reward or gift,
			Signati	ure	4
Subscribed and sv Bernard P.	vorn to (or affirme Candy	ed) before me th , who is pers as identificat	nis <u>Inday</u> of <u>A</u> onally known to ion.	ne or who has	20 <u>12</u> by produced
NOTARY SEAL:	REBE NOTA STATI	CCA KOONTZ RYPUBLIC E OF FLORIDA # DD0936894 es 10/29/2013	Notary Signatu	ure: <u>RU</u> Rebecca	15

STATE OF FLORIDA

### CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

COUNTY OF THEM BELLOW	
after being by me first duly sworn, d (1) He/she is the <u>President</u>	ority, personally appeared <u>Bernard P. Candy</u> , who, eposes and says of his/her personal knowledge that of <u>Clobaltech</u> , <u>Inc.</u> , hereinafter referred to ibmitted a proposal to perform work for the following project:
Contract #: <u>WUD 12-030</u>	Project Name: South Bay Repump Sta. Impr. (WA
(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 partners, on the current General Services Administration List of Parties Excluded from Federal

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.

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#### **CERTIFICATION OF NONSEGREGATED FACILITIES**

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

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

Project Name: WUD 12-030 South Bay Repump Sta. Impr. (WA-3)

Company Name and Address:

Globaltech, Inc.

1075 Broken Sound Pky. NW Ste. 103

Boca Raton, FL 33487

Signature

Bernard P. Gandy, President

Name and Title

Date

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#### **WORKFORCE PROJECTION**

PROJECT NAME:

City of South Bay - 8<sup>TH</sup> Ave Re-pump Station Improvements

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	OTHER WORK CLASSIFICATIONS
Asphalt Distributor	Acoustical Tile Installer
Asphalt Paving Machine	Î Î Air Tool Operators
Asphalt Screed	Î Î Asphalt Rakers
[ ] Backhoe	[ ] Bricklayer/Brickmason/Blocklayer
Boom Auger Operator	Carpenter
[ ] Bulldozer	☑ Cement Mason/Concrete Finisher
Concrete Curb Machine Operator	Drywall Hanger
Concrete Joint Saw Operator	Drywall Finisher/Taper
Concrete Pump	Î Î Electrician
Cranes with boom length less than 150 ft	1 Elevator Mechanic
Cranes with boom length 150 ft and over	Tence Erector
Cranes, all tower cranes, and all	I Form Setter
[ ] Derrick, or Dragline	[ ] Glazier
[ ] Earthmover	I I Grade Checker
Excavator	HVAC Mechanic (type: AC
Forklift	[ ] Ironworker - Ornamental
Front End Loader	1 Ironworker - Reinforcing
Grader/Blade	[ ] Ironworker - Structural
[ ] Guardrail Erector	[ ] Landscape and Irrigation laborer
Guardrail Erector	i i Lather
I Guardrail Post Driver	Î Î Mason Tenders
Mechanic (type:)	M Painter
Milling Machine Grade Checker	Pipefitter (excluding HVAC pipe work)
Milling Machine Operator	[ ] Pipelayer
Motor Grader	i Plasterer
Mulching Machine	1 Plasterers Tenders
Oiler, Greasemen	[ ] Plumber (excluding HVAC pipe)
Pavement Striping Machine	Plumber (including HVAC pipe)
Pavement Striping Machine Nozzleman	Roofer (including built-up, composition
Piledriver	and single ply)
Power Subgrade Mixer	[ ] Sheet Metal Worker (including HVAC
Roller	duct work)
Scraper	[ ] Sprinkler Fitter (fire sprinkler)
Sign Erector	[ ] Terrazzo Worker Mechanic
Small Tool Operator	Î Î Tile Setter
Tractor	Traffic Control Specialist
Trenching Machine	Traffic Signalization - Installer
Truck Driver (type:)	Traffic Signalization - Mechanic
MOther: Boom TRuck	Unskilled Laborer
1 Other:	[ <sup>7</sup> ] Welder
	MOther: MASTRICAL
	(4) ·

Submitted by: Bernard P. Gandy, President of Globallech, Inc. S:\CapImprv\COUNTY\SouthBay\125NW8\_Ave\_Repump\StationImprvmnts11-12\FederalRequirements.WPD

							CONTR	ACT	AWARD REPORT					
Project Name:	WUD 12	-030 S	outh Bay R	epump	Station Impro	veme	ents (WA-3)			Repor	rt Date:	08/02/2012		
Prime Contractor Inf						or in	part by HCD							
Grant/Project Number or HUD Case Number or	Amount of Contract	Type of Trade	Contractor Business	Woman Owned	Prime Contractor Employer	Sec.	Subcontractor Employer	Sec.		Contractor Name and Add	Írnes			
other identification of property, subdivision, dwelling unit, etc		Code (See	Racial/Ethnic Code	Business (Yes or	Identification Number	(Yes or No)	Identification Number	(Yes o			ntaa.	<u> </u>	$\top$	Т
babarraion, arrowing and, are		beigw) (A)	(see below) (B)	No)	Hamiltool	(C)	Russoes	(C)	Name	Street		Clty	State	Zip Code
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Grant/Project Number or HUD Case Number or	Sub-Contractor Information - construction sub-contracts funded in whole or in part by HCD  Grant/Project Number or Amount of Type of Subcontractor Woman Prime Contractor Sec.  HUD Case Number or Subcontract Trade Business Owned Employer 3 Employer 3 Subcontractor Name and Address													
other Identification of property, subdivision, dwelling unit, etc	:	Code (Sse below) (A)	Racial/Ethnic Code (see below) (8)	Business (Yes or No)	identification Number	(Yes ar No) (C)	identification Number	(Yes o No) (C)	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 Amount of Type of Contractor Woman Prime Contractor Sec. Subcontractor Sec. HUD Case Number or Contract Trade Business Owned Employer 3 Entployer 3 Contractor Name and Address														
other identification of property, aubdivision, dwelling unit, etc		Code (See below) (A)	Racial/Ethnic Code (see below) (B)	Business (Yes or No)	Identification Number	(Yes or No) (C)	ldentification Number	(Yes o No) (C)	Name	Street		City	State	Zip Code
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2 = Substantial Rehab 3 = Repalr 4 = Service	6 = Professional 7 = Tenant Service 8 = Education/Tral 9 = Arch./Engrg./A 0 = Other	ning	1 = White A 2 = Black A 3 = Native 4 = Hispan	Americans	ì	(C) S	ection 3 Business C				AMIL - P	elters\Coptract&warrtPenort	<u> </u>	1-1-1-1-1

#### 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 transaction 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.
- By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
- 4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project	t Name:		
Subco	ntractor Name:		
Addres	98:		
Ву:	Name and Title	Signature	Date

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### CONTRACT AWARD REPORT

Project I	Name:							Rep	port Date:	
Prime Cor	itracto	r Info	rmation -	constru	ction con	trac	ts funded	in w	hole or in part by HCD	
Grant/Project Number or	Amount of	Type of Trade	Contractor Business	Woman Owned	Prime Contractor	Sec.	Subcontractor Employer	Sec.	Contractor Name and Address	

Grant/Project Number or HUD Case Number or other	Amount of Contract	Type of Trade Code (See below)	Contractor Business Racial/Ethnic Code (see below)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No)	Con	tractor Name	and Ad	idress	
identification of property, subdivision, dwelling unit, etc		(A)	(B)	NOT		(C)		(0)	Name	Street	City	State	Zip Code
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#### Sub-Contractor Information - construction sub-contracts funded in whole or in part by HCD

Grant/Project Number or HUD Case Number or other	Amount of Subcontr act	Type of Trade Code (See below)	Subcontractor Business Racial/Ethnic Code (see below)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No)	Subc	ontractor Nam	ne and /	Addres	s
identification of property, subdivision, dwelling unit, etc		(A)	(B)			(C)		(C)	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	Amount of Contract	Type of Trade Code (See below)	Contractor Business Racial/Ethnic Code (see below)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No)	Cor	tractor Name	and A	dress	
identification of property, subdivision, dwelling unit, etc		(A) <sup>*</sup>	(B)			(C)		(C)	Name	Street	City	State	Zíp Code
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(A) Type of Tra	de Codes:	·			(B) Rac	ial/Et	hnic Codes	***************************************	(	C) Section 3	Busin	ess	

(A) Type of Trade Codes:

Concern: Enter Yes or No

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./Engrg./Appraisal 4 = Hispanic Americans

5 = Project Mangt 0 = Other 5 = Asian/Pacific Americans

Revised: September 26, 2005

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#### **DISPLAY OF POSTERS**

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

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

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

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

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

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

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#### Applicability

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

(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 I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

- (ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action with in 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its designee shall refer the questions, including the view of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(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.)
- (i) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom, they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- A.3: (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanic working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborer of mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage raises prescribed in the applicable programs.

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

(II)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I) 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 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 register or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice, performing work on the job site in excess of the ratio permitted under the 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 iourneyman'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 perform 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 breech 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 "iaborers" 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 contractor 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 truth 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) though (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.

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01/06/2012 FL173 General Wage Decision Number: FL120173

Superseded General Decision Number: FL20100272

State: Florida

Construction Type:

HEAVY CONSTRUCTION PROJECTS (INCLUDING WATER AND SEWER LINES)

County: PALM BEACH COUNTY in Florida

Modification Number	Publication Date
0	01/06/2012
·	

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FL120173

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### COUNTY: PALM BEACH

ELEC0728-006 08/31/2009

	Rates	Fringes
ELECTRICIAN	\$28.46	\$8.56

ENGI0487-014 01/01/2010

	Rates	Fringes
OPERATOR: Crane All Tower Cranes Mobile, Rail, Climbers, Static-Mount; All cranes with boom length 150 feet and over (with or without jib) Friction, Hydraulic, Electric, or otherwise; Cranes 150 tons and over; Cranes with 3 drums (when 3 <sup>rd</sup> drum is rigged for work); Gantry and Overhead Cranes; Hydraulic Cranes over 25 tons but not more than 50 tons; Hydraulic/Friction Cranes 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); Hydraulic Cranes 25 tons and under, and over 50 tons (with Oiler); 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

FL120173

Page: 2 of 4

COUNTY: PALM BEACH

SUFL2009-169

06/24/2009

GOT E2009-109 GOTZ-1/2009	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 <sup>-</sup>
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	<del></del>
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.

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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

FL120173 Page: 4 of 4

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# PALM BEACH COUNTY INTER-OFFICE MEMORANDUM

DATE:

July 26, 2012

TO:

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

FROM:

Edward W. Lowery, Director

Department of Economic Sustainability

RE:

**Budget Availability Statement** 

City of South Bay - Re-pump Station Improvements

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>BG48B-GY11</u>	\$290,022	Construction & Constrution Allowance
//////////////////////////////////////	\$290,022	1/1////////////////////////////////////

If you require any further information on the above, please contact Bud Cheney, Manager, CREIS, at 233-3691.

Edward W. Lowery, Director

Department of Economic Sustainability

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