

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: May 2, 2023	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) A contract (Contract) with Horsepower Electric, Inc. (Horsepower) in the amount of \$696,969 and 165 Calendar Days for the Advance Warning Signage project at Palm Beach International Airport (PBI); and
- (B) A Budget Transfer in the amount of \$696,969 in the Airport’s Improvement and Development Fund.

Summary: This project consists of replacing the oversize vehicle warning system located prior to the PBI Terminal with a new more robust system. The project was advertised utilizing the County’s competitive bid process and presented to the Goal Setting Committee on November 30, 2022. The Committee established an Affirmative Procurement Initiative (API) of price preference for Small Business Enterprise (SBE) contractors if their bid is within 10% of the lowest non-small business bid. On February 7, 2023, three (3) bids were received for this project and two (2) were determined to be responsive. The certified small business bidder submitting the lowest responsive, responsible bid was more than 10% of the lowest responsive bid. Horsepower located in Dade County has been identified as the lowest responsible/responsive bidder in the amount of \$696,969. The S/M/WBE participation for this contract is 0%. Pursuant to changes to Chapter 332, Florida Statutes, effective October 1, 2020, a governing body of a commercial service airport may not approve purchases of contractual services in excess of the Category Five threshold amount of \$325,000 provided in Section 287.017, Florida Statutes, on a consent agenda. This Contract exceeds the threshold amount and must be approved on the regular agenda. Countywide (AH)

Background and Policy Issues: The pedestrian walkways from the short term parking garage to the PBI Terminal are at an elevation that restricts vehicle heights to under 13-ft. This project will include sensors in three locations prior to the west pedestrian walkway. It will also include additional wayfinding signage to direct over-height vehicles to use the commercial access not restricted to under 13-ft. These improvements are needed to provide advance warning to avoid over-height vehicles from impacting the facility. Builder’s Risk Insurance for this project will be provided by contractor prior to the start of construction.

- Attachments:**
- 1. Three (3) original contracts w/Horsepower
 - 2. Bid Tabulation/Engineers and OEBO Compliance Form J
 - 3. Budget Transfer

=====

Recommended By:	<u>Cel Louisa Burke</u>	<u>4. 4. 23</u>
	Department Director	Date
Approved By:	<u>U Baker</u>	<u>4/24/23</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$696,969				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$696,969				
# ADDITIONAL FTE POSITIONS (Cumulative)					

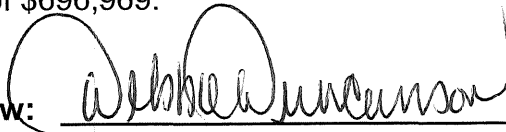
Is Item Included in Current Budget? Yes _____ No X
Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 4111 Department 121 Unit A453 Object 6504
Reporting Category _____

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

Approval of this item provides budget for the Contract with Horsepower in the amount of \$696,969. Funding sources are Airport Local funds in the amount of \$696,969; including a transfer from Reserves of \$696,969.

C. Departmental Fiscal Review:

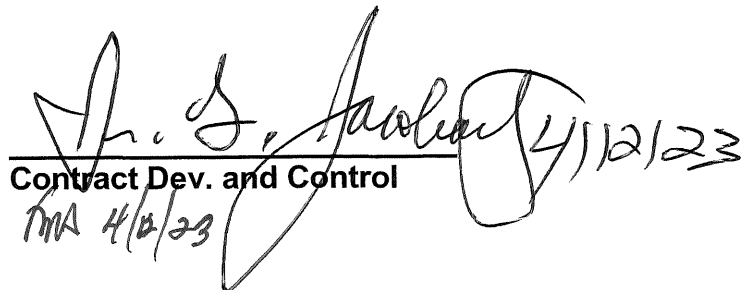


26 4/4/23

III. REVIEW COMMENTS

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

Lux Mata 4/6/23
OFMB 415
4-5-2023


Contract Dev. and Control
4/12/23

B. Legal Sufficiency:

Anne Helgert 4/13/23
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

CONTRACT

THIS CONTRACT ("Contract") is made and entered into on May 2, 2023, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" or "Owner" and **Horsepower Electric, Inc.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for the:

ADVANCE WARNING SIGNAGE PROJECT NO. PB 22-16

And in accordance with the Contract Documents and for the promises and mutual consideration specified herein, the Contractor hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form.

The Contract is defined to mean and agreed to consist of this agreement, as may be amended, and the Contract Documents which consist of the following documents which are incorporated herein by reference:

- Approved Contract amendments, when executed;
- Completed Bid Form and Completed Attachments 1 through 6 dated February 7, 2023;
- Completed Bonds, Completed Guarantee and Certificates of Insurance dated _____;
- General Conditions dated December 2022;
- Special Conditions dated December 2022;
- The Invitation to Bid and Instructions to Bidders dated December 2022;
- Technical Specifications dated December 2022;
- Drawings (as identified by Index of Drawings) dated December 11, 2022;
- Addenda No. 1 dated: January 17, 2023.
- Addenda No. 2 dated: January 26, 2023.
- Addenda No. 3 dated: February 1, 2023.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of **Six Hundred Ninety Six Thousand Nine Hundred Sixty Nine and 00/100 Dollars (\$ 696,969.00), Total Bid Amount, Base Bid.** The prices named in the Bid are for the completed Work and all expense, direct or indirect, connected with the proper execution of the Work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified Work pursuant to the Contract. The time limit for the Substantial Completion of all Work under the Contract shall be

as stated in the Bid Form. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

The Governing Order of the Contract is agreed to be as follows: The Contract includes various divisions, sections and conditions which are essential parts for the Work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents:

- 1. This Contract and any amendments to this Contract;
- 2. The Invitation to Bid and Instructions to Bidders;
- 3. Special Conditions;
- 4. General Conditions;
- 5. Insurance Certificates, Public Construction Bond and Guarantee
- 6. The Construction Documents
- 7. The Contractor’s Completed Bid Form and Completed Attachments 1 through 6

In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then Owner shall resolve the conflict in any manner which is acceptable to Owner and which comports with the overall intent of the Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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 Contractor has hereunto set its hand and seal the day and year written. The Contractor represents that it is authorized to do business in the State of Florida and to execute this contract on behalf of itself and its Surety.

ATTEST:
JOSEPH ABRUZZO, Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Anne Helgert
Assistant County Attorney

[Signature]
(witness signature)

Stephanie Crespo
(witness name printed)

[Signature]
(witness signature)

Ricet Castillo
(witness name printed)

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

By: _____
Gregg Weiss, Mayor

APPROVED AS TO TERMS AND CONDITIONS

[Signature]
Director of Airports

CONTRACTOR

By: HORSEPOWER ELECTRIC
(Corporate Name)

By: [Signature]
(signatory)

MICHAEL MARGINEZ
(print signatory's name)

Its' PRESIDENT.
(print title)

(Corporate Seal)

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- ◆ Commercial Insurance Programs
- ◆ Contractors Insurance Programs
- ◆ Captive Insurance Programs
- ◆ OSHA Compliance
- ◆ Claims Management
- ◆ Loss Control
- ◆ Human Resources Consulting
- ◆ Construction Bonds
- ◆ Employee Group Benefits
- ◆ Personal Insurance

March 17, 2023

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

Re: Horsepower Electric, Inc.
8105 W. 20th Avenue
Hialeah, FL 33014
Task I-22-PBI-A-076 - Advance Warning Signage at PBI
Contract /Bond Amount: \$696,969.00
Bond No. EACX4004441

To Whom It May Concern:

We are the Surety Advisors for Horsepower Electric Inc.'s Surety program handled by Endurance Assurance Corporation.

This letter will serve as written authorization granting Palm Beach County Department of Airports (Owner) to "date" the Surety Performance & Payment Bond and Power of Attorney issued by Endurance Assurance Corporation under Bond No. EACX4004441 for the above referenced contract.

Please feel free to contact me directly if we could be of any further assistance

Sincerely,

Roberto Menendez
Attorney-in-Fact
Roberto@furmaninsurance.com

RECEIVED
MAR 23 AM 8:44
BIDG. 846. PBI

PUBLIC CONSTRUCTION BOND

BOND NUMBER	EACX4004441
BOND AMOUNT	\$696,969.00
CONTRACT AMOUNT	\$696,969.00
CONTRACTOR’S NAME:	Horsepower Electric, Inc.
CONTRACTOR’S ADDRESS:	8105 W. 20th Avenue, Hialeah, Florida 33014
CONTRACTOR’S PHONE:	305-819-4060
SURETY COMPANY:	Endurance Assurance Corporation
SURETY’S ADDRESS:	4 Manhattanville Road, 3rd Floor Purchase, NY 10577
SURETY’S PHONE:	615-553-9500
OWNER’S NAME:	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
OWNER’S ADDRESS:	c/o Palm Beach County Department of Airports 846 Palm Beach Department of Airports West Palm Beach, FL 33406-1470
OWNER’S PHONE:	(561) 471-7400
PROJECT NAME:	Advance Warning Signage at Palm Beach International Airport
PROJECT NUMBER:	PB 22-16
CONTRACT NUMBER (to be provided after Contract award):	
DESCRIPTION OF WORK:	Installing Oversize Vehicle Warning Syste, and adding new wayfinding signage
PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION:	3200 Belvedere Road (PCN No. 00 43 43 31 01 001 0010)

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

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of **Six Hundred Ninety Six Thousand Nine Hundred Sixty Nine and 00/100 Dollars (\$696,969.00), Total Bid Amount, Base Bid**, for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: Advance Warning Signage

Project No.: PB 22-16

Project Description: Installing Oversize Vehicle Warning System and adding new wayfinding signage.

Project Location: Palm Beach International Airport
3200 Belvedere Road
West Palm Beach, Florida 33406

in accordance with Drawings and Specifications prepared by

AECOM Technical Services Inc.
7650 West Courtney Campbell Causeway, Tampa, Florida 33607
813-286-1711

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of Advance Warning Signage at Palm Beach International Airport, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

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

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

Dated: _____

Witness

Lis Mondelo

Print Name

Witness

Sulio Mondelo

Print Name

Principal

(Seal)

Michael Martinez, President (Horsepower Electric, Inc.)

Name and Title Printed

Surety

(Seal)

Roberto Menendez, Attorney-in-Fact (Endurance Assurance Corporation)

Name and Title Printed

Bond Must Contain Original Signatures. No Copies Will Be Accepted

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

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Dirk Douglas DeJong, Roberto Carlos Menendez, Tina Mangum** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars (\$10,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company

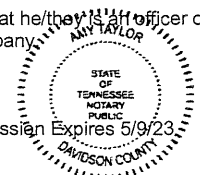
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT
; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this _____ day of _____, 20____.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) HORSEPOWER ELECTRIC AND
ENDURANCE ASSURANCE CORPORATION

We the undersigned hereby guarantee that the (ADVANCE WARNING SIGNAGE, PB 22-16) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

HORSEPOWER ELECTRIC
(Contractor) (Seal)

By: [Signature]
(Contractor Signature)

MICHAEL MARTINEZ PRESIDENT
(Print Name and Title)

Endurance Assurance Corporation
(Surety) (Seal)

By: [Signature]
(Surety Signature)

Roberto Menendez, Attorney-in-Fact
(Print Name and Title)

Guarantee Must Contain Original Signatures. No Copies Will Be Accepted.

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Living Wage Certification

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

Project Name: ADVANCE WARNING SIGNAGE AT PALM BEACH INT. AIRPORT

Project Number: PB 22-16

Contractor: HORSEPOWER ELECTRIC

Contractor Address: 8105 WEST 20 AVE HIALEAH FL 33014

Contractor Phone Number: 305 8194060

Contract Amount: 696,969.00

Contract for: (Brief Description of Services to be provided: ADVANCE WARNING SIGNAGE.

Statement of wage levels for Contractor's employees: PER PALM BEACH COUNTY
LIVING WAGE ORDINANCE

By: 
(Signatory)

MICHAEL MARTINEZ
(Signatory name printed)

PRESIDENT
(Title)

3/21/23
(Date)

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: PB 22-16

DATE: 3/21/23

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of Horsepower Electric Corporation, a corporation organized and existing in good standing under the laws of the State of FLORIDA, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 6 day of MARCH, 2022 in accordance with the laws of the State of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that MICHAEL MARTINEZ the PRESIDENT of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.
3. That the Corporation is in good standing under the laws of the State of Florida or its State of Incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the day of 21 MARCH, 2023.

JM

(Signatory)

(CORPORATE SEAL)

LIS MONDELO

(Print Signatory's Name)
It's Secretary

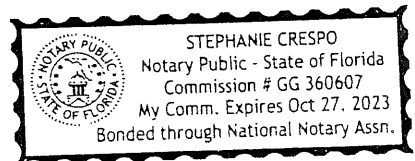
SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of [☒] physical presence or [☐] online notarization, this 23 day of MARCH, 2023 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did (did not) take an oath.

Stephanie Crespo

Notary Signature

Stephanie Crespo

Print Notary Name
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



5/6/22
Advance Warning Signage
Palm Beach International Airport

CC-1

December 2022

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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): No LOBBYING ACTIVITIES			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
(attach Continuation Sheet(s) SF-LLLA, if necessary)					
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: MICHAEL MARTINEZ Title: PRESIDENT Telephone No.: 305 8194060 Date: 3/21/23		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

Palm Beach

INTERNATIONAL AIRPORT

COUNTY ADMINISTRATOR
Verdenia C. Baker
DEPARTMENT OF AIRPORTS




Attachment No. 2

Based on the review by Palm Beach County Department of Airports
(Exhibits A & B), it is our intent to recommend the award of the
contract to **Horsepower Electric, Inc.** for the
below listed project:

**Advance Warning Signage
Palm Beach International Airport
Palm Beach County Project No. PB 22-16
Department of Airports**

Total Bid Amount, Base Bid: \$696,969.00


**Cynthia M. Portnoy, Deputy Director
Palm Beach County Department of Airports**

Dated: March 1, 2023

(Page 1 of 6)

846 PALM BEACH INTERNATIONAL AIRPORT
West Palm Beach, Florida 33406-1470
(561) 471-7400 FAX: (561) 471-7427 www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

"An Equal Opportunity-Affirmative Action Employer"



February 27, 2023

Exhibit A

Ms. Cynthia M. Portnoy, P.E.
Deputy Director of Planning & Development
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

RE: PBC Project No. PB 22-16
PBI Advance Warning Signage
Palm Beach International Airport
Bid Tabulation and Contract Award Recommendation

Cindy:

AECOM Technical Services, Inc. (AECOM) has reviewed the submitted bids for the PB 22-16, PBI Advance Warning Signage Project (Project). The established deadline for submission of bids was on February 7, 2023. The Bid Opening was conducted on February 8, 2023, at 2:00 PM.

Three (3) bids were received from the following firms: AUM Construction, Inc., Elektrik Pros, and Horsepower Electric, Inc. The submitted Bid totals, along with the Engineer's Estimate, are presented in Table 1 below:

	Engineer's Estimate	AUM Construction, Inc.	Elektrik Pros	Horsepower Electric, Inc.
Base Bid (BB)	\$1,151,000.00	\$799,799.00	\$27,980.32	\$696,969.00
Local Business in Palm Beach County	✓	✓		

Table 1

AECOM's bid review indicated that AUM Construction, Inc. and Horsepower Electric, Inc. completed the Bid Form and provided all necessary attachments as required per the bid documents. These bid documents include Addenda acknowledgment, Bid Bond, List of Subcontractors/Self-performed trends, Trench Safety Affidavit, Certification of Business Location, and the E-Verify Certification. The EBO Program Schedules will be reviewed by the Palm Beach County Office of Equal Business Opportunity (OEBO). The bid submitted by Elektrik Pros did not include the Unit Price Bid Form or provide any necessary attachments as required per the bid documents and as such should be considered a non-responsive bid. AUM Construction, Inc. provided the Certification of Business Location (Attachment 5 to the Bid Form), that certifies they maintain a permanent office in Palm Beach County. No bidders identified as a Glades business.

AECOM's review of the bids also included verifying the accuracy of the Bids. AUM Construction, Inc. and Horsepower Electric, Inc. both submitted a bid that was mathematically correct. The bid submitted by Elektrik Pros was incomplete and not reviewed.

Based on the evaluation of the bidder's qualifications and the bids submitted, AECOM recommends that the PBC DOA award the Contract to the lowest responsive bidder, Horsepower Electric, Inc., contingent on the Palm Beach County OEBO/Legal review of the bid documents. The Bid Tabulation and the Bid Review Checklist for all bidders are attached.



If you have any questions, please feel free to contact me. We would be pleased to address any issues at your convenience.

Sincerely,
AECOM Technical Services, Inc.

A handwritten signature in cursive script that reads "Andrew Kacer".

Andrew Kacer, PE
VP

enclosures: Bid Tabulation
Bid Review Checklist

Palm Beach County - Department of Airports Palm Beach County International Airport PB 22-16 PBI Advance Warning Signage Tabulation of Bids For Bids Received February 7, 2023											
				Engineers Estimate		Horsepower Electric, Inc.		AUM Construction, Inc.		Elektrik Pros	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
101-1	Mobilization	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 25,000.00	\$ 25,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -
102-1	Maintenance of Traffic	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -
NEW SIGNAGE											
101400-1	New Type A1 Sign Panel on Overhead Structure	EA	4	\$ 23,000.00	\$ 92,000.00	\$ 15,000.00	\$ 60,000.00	\$ 8,000.00	\$ 32,000.00	\$ -	\$ -
101400-2	New Type A2 Sign Panel on Overhead Structure	EA	6	\$ 19,000.00	\$ 114,000.00	\$ 14,000.00	\$ 84,000.00	\$ 8,000.00	\$ 48,000.00	\$ -	\$ -
101400-3	New Type A3 Sign Panel on Overhead Structure	EA	4	\$ 13,000.00	\$ 52,000.00	\$ 9,000.00	\$ 36,000.00	\$ 6,000.00	\$ 24,000.00	\$ -	\$ -
101400-4	New Type A4 Sign Panel on Overhead Structure	EA	3	\$ 8,500.00	\$ 25,500.00	\$ 4,000.00	\$ 12,000.00	\$ 4,000.00	\$ 12,000.00	\$ -	\$ -
101400-5	New Type A7 Sign Panel on Overhead Structure	EA	1	\$ 9,500.00	\$ 9,500.00	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -
101400-6	New Type A8 Sign Panel on Overhead Structure	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -
101400-7	New Type A5 Ground Mounted Post & Panel Sign (Panel Only)	EA	1	\$ 9,500.00	\$ 9,500.00	\$ 11,000.00	\$ 11,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
101400-8	New Type A6 Ground Mounted Post & Panel Sign (Post & Panel)	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 4,500.00	\$ 13,500.00	\$ 4,000.00	\$ 12,000.00	\$ -	\$ -
101400-9	New Sign GM-05 Illuminated Message Post & Panel Sign (Post & Panel)	EA	1	\$ 28,000.00	\$ 28,000.00	\$ 44,000.00	\$ 44,000.00	\$ 80,000.00	\$ 80,000.00	\$ -	\$ -
SIGN REMOVAL											
101400-10	Remove Existing OH panels	EA	13	\$ 2,500.00	\$ 32,500.00	\$ 1,000.00	\$ 13,000.00	\$ 2,000.00	\$ 26,000.00	\$ -	\$ -
101400-11	Remove GM sign panels (large)	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 999.00	\$ 999.00	\$ -	\$ -
101400-12	Remove GM signs with posts (Large)	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	\$ 900.00	\$ 900.00	\$ -	\$ -
101400-13	Remove GM sign panels (small)	EA	1	\$ 350.00	\$ 350.00	\$ 100.00	\$ 100.00	\$ 900.00	\$ 900.00	\$ -	\$ -
101400-14	Remove Existing Over Height Warning System	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
OVERHEAD WARNING SYSTEM											
101453-1	Over Height Vehicle Warning System - Sensor 1	LS	1	\$ 107,000.00	\$ 107,000.00	\$ 95,000.00	\$ 95,000.00	\$ 110,000.00	\$ 110,000.00	\$ -	\$ -
101453-2	Over Height Vehicle Warning System - Sensor 2	LS	1	\$ 107,000.00	\$ 107,000.00	\$ 95,000.00	\$ 95,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -
101453-3	Over Height Vehicle Warning System - Sensor 3	LS	1	\$ 125,000.00	\$ 125,000.00	\$ 95,000.00	\$ 95,000.00	\$ 120,000.00	\$ 120,000.00	\$ -	\$ -
ELECTRICAL											
260000-5.1	New Sign GM-05 Electrical Distribution and Grounding	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 45,069.00	\$ 45,069.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -
				TOTAL	\$ 872,350.00	TOTAL	\$ 696,969.00	TOTAL	\$ 799,799.00	TOTAL	\$ 27,980.32

Description	AUM Construction, Inc.	Elektrik Pros	Horsepower Electric, Inc.
Bid Form (Pages BF-2 to BF-8)	✓		✓
Addendum No. 1 - First Page Signed	✓		✓
Addendum No. 2 - First Page Signed	✓		✓
Addendum No. 3 - First Page Signed	✓		✓
Bid Bond (Attachment No. 1)	✓		✓
OEBO Schedules (Attachment No. 2)	To be reviewed by the PBC OEBO		
List of Subcontractors/Self Performed Trades (Attachment No. 3)	✓		✓
Trench Safety Affidavit (Attachment No. 4)	✓		✓
Certification of Business Location (Attachment No.5)	✓		✓
Certification of Business Location - Glades Subcontractor (Attachment No. 5a)	✓		✓
Unit Price Bid Form (Attachment No. 6)	✓		✓
E-Verification Certification (Attachment No. 7)	✓		✓

OEBO PARTICIPATION EVALUATION FORM

DATE SENT: 2/8/2023	PROJECT MANAGER: George Santos
PROJECT #: PB 22-16	PROJECT NAME: PBIA Advance Warning Signage
USER DEPARTMENT: Airports	USER DEPARTMENT CONTACT: MARY ULLERY
OEBO RECOMMENDED API: PRICE PREFERENCE	

EVALUATE INFORMATION, MAKE DETERMINATIONS, SIGN, DATE AND RETURN BY: February 10, 2023

KEY(S) FOR DETERMINATIONS:

- (1) YES
- (2) NO
- (3) NOT APPLICABLE

The solicitation listed above has been opened and requires your evaluation. Attached are copies of the OEBO Schedules, as applicable. When applicable, bidders who are deemed non-responsive to the OEBO Mandatory Minimum Goal(s) are non-responsive to the solicitation requirements.

Respondents with an * did not submit OEBO schedules.

RESPONDENTS	RESPONDENT IS A CERTIFIED S/M/WBE	RESPONDENT IS ELIGIBLE TO RECEIVE PREFERENCE	IF GOAL APPLIES, RESPONDENT IS RESPONSIVE TO SOLICITATION	PERCENTAGE OF S/M/WBE UTILIZATION
Horsepower Electric, Inc	(2)	(2)	(3)	%
Elektrik Pros	(2)	(2)	(3)	%
AUM Construction, Inc.	(1)	(1)	(3)	100%
	()	()	()	%
	()	()	()	%


REMARKS:



Signature: _____

Title: Small Business Development Specialist II

Date: 2/14/2023

Manager Signature: 

February 14, 2023

**PALM BEACH INTERNATIONAL AIRPORT
PALM BEACH COUNTY, FLORIDA**

Board of County Commissioners

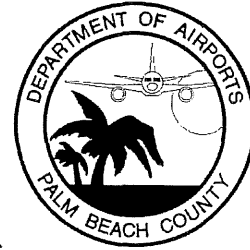
Maria G. Marino	District 1
Gregg K. Weiss, Mayor	District 2
Dave Kerner	District 3
Marci Woodward	District 4
Maria Sachs, Vice Mayor	District 5
Sara Baxter	District 6
Mack Bernard	District 7

County Administrator

Verdenia C. Baker

**Palm Beach County
Department of Airports**

Laura Beebe, Director of Airports
Gary Sypek, Sr. Deputy Director of Airports
Cynthia M. Portnoy, P.E., Deputy Director of Planning & Development



BID DOCUMENTS

FOR

**PALM BEACH INTERNATIONAL AIRPORT
Task I-22-PBI-A-076
Advance Warning Signage**

**PALM BEACH COUNTY
WEST PALM BEACH, FLORIDA**

"An Equal Opportunity - Affirmative Action Employer"

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470
(561) 471-7462
Fax: (561) 471-7427

Prepared By:

AECOM

7650 West Courtney Campbell Causeway
Tampa, FL 33607
License No. EB 8115

PBC Project No.: PB 22-16
E/A Project No.: 60683774
FDOT Project No.: NA
FAA AIP NO.: NA

December 2022

- existing advance warning system with the description of work required.
- 3.6. **Sheet AG-401, Sign Panel Overview**
Remove Sheet AG-401 and **Replace** with attached Sheet AG-401, Revision 1, Dated 01/18/2023. Revised sign dimensions in Detail 6.
 - 3.7. **Sheet AG-411, Sign Face Layouts Sign Structure GM-03**
Remove Sheet AG-411 and **Replace** with attached Sheet AG-411, Revision 1, Dated 01/18/2023. Replaced photos of existing sign GM-03; Revised sign face layout for replacement panel.
 - 3.8. **Sheet AG-412, Sign Face Layouts Sign Structure GM-04**
Remove Sheet AG-412 and **Replace** with attached Sheet AG-412, Revision 1, Dated 01/18/2023. Deleted sign number GM-04 from the Contract.
 - 3.9. **Sheet E-201, Electrical Riser Diagrams, Schedule and Details**
Remove Sheet E-201 and **Replace** with attached Sheet E-201, Revision 1, Dated 01/09/2023. Added photos and notes regarding the existing Advance warning System.

4. Bidder's Questions

- 4.1. **Question:** *"In reference to subject solicitation, what is the Engineer of Record's opinion of probable cost of the project?"*
Answer: The Engineers opinion of probable costs for this Contract is approximately \$809,000.

5. This Addendum includes the following attachments:

- 5.1. Pre-Bid Conference Meeting Minutes and PowerPoint Presentation
- 5.2. Bid Form, Unit Price Bid Form Attachment 6 to the Bid Form: Page BF-19.1r1
- 5.3. Sheet Number AG-101, Sign Location Plan Area 2, Revision 1, Dated 01/18/2023
- 5.4. Sheet Number AG-102, Sign Location Plan Area 2, Revision 1, Dated 01/18/2023
- 5.5. Sheet Number AG-104, Sign Location Plan Area 4, Revision 1, Dated 01/18/2023
- 5.6. Sheet Number AG-201, Documentation of Existing Signs, Revision 1, Dated 01/18/2023
- 5.7. Sheet Number AG-202, Documentation of Existing Signs, Revision 1, Dated 01/18/2023

- 5.8. Sheet Number AG-401, Sign Panel Overview, Revision 1,
Dated 01/18/2023
- 5.9. Sheet Number AG-411, Sign Face Layouts Sign Structure
GM-03, Revision 1, Dated 01/18/2023
- 5.10. Sheet Number AG-412, Sign Face Layouts Sign Structure
GM-04, Revision 1, Dated 01/18/2023
- 5.11. Sheet Number E-201, Electrical Riser Diagrams,
Schedule and Details, Revision 1, Dated 01/09/2023

Note: The deadline for questions is January 24, 2023, seven (7) calendar days prior to the date for receipt of bids.

END OF ADDENDUM 1

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

PROJECT NAME: Palm Beach International Airport
Advance Warning Signage

PROJECT NUMBER: Department of Airports Project No. PB 22-16

ADDENDUM NUMBER 1

Date of Issue: January 17, 2023

This addendum modifies or interprets the proposal documents by additions, deletions, clarifications, corrections, or other type of modifications. Addenda will become part of the Contract Documents. Proposers, upon receiving addenda, shall insert same into the Proposal Documents.

It is required that this Addendum Number 1 be signed in the Acknowledgement of Receipt below and attached to the Proposal and become part of the Proposal.

Acknowledgement of Receipt of Bidder

ADDENDUM NO. 1

This addendum includes the following:

1. Pre-Bid Conference

- 1.1. The Meeting Minutes and PowerPoint presentation for the Pre-Bid Conference held on January 5, 2023, at 10:00 AM Local Time in the Department of Aviation's main conference room are attached to this Addendum No. 1.

2. Project Manual

- 2.1. **Bid Form, Unit Price Bid Form Attachment 6 to the Bid Form: Remove** Page BF-19.1, and **Replace** with Page BF-19.1r1, dated January 16, 2023, Addendum No. 1. Pay Item added and quantities revised.

3. Contract Drawings

- 3.1. **Sheet AG-101, Sign Location Plan Area 1**
Remove Sheet A-101 and **Replace** with attached Sheet AG-101, Revision 1, Dated 01/18/2023. Added additional information for Sign RD-01A.
- 3.2. **Sheet AG-102, Sign Location Plan Area 2**
Remove Sheet A-102 and **Replace** with attached Sheet AG-102, Revision 1, Dated 01/18/2023. Removed Sign GM-04 from the Contract and Revised location of GM-03.
- 3.3. **Sheet AG-104, Sign Location Plan Area 4**
Remove Sheet A-104 and **Replace** with attached Sheet AG-104, Revision 1, Dated 01/18/2023. Revised location symbols and added notes regarding the disposition of the existing advance warning system.
- 3.4. **Sheet AG-201, Documentation of Existing Signs**
Remove Sheet AG-201 and **Replace** with attached Sheet AG-201, Revision 1, Dated 01/18/2023. Revised instructions for Sign Structure RD-10.
- 3.5. **Sheet AG-202, Documentation of Existing Signs**
Remove Sheet AG-202 and **Replace** with attached Sheet AG-202, Revision 1, Dated 01/18/2023. Replaced photo of existing sign structure GM-03; Removed Sign Structure GM-04 from the Contract; Added additional information for Sign RD-01A; Added photos for the

Meeting Agenda

To	Attendees	Page	1 of 1
Subject:	Advance Warning Signage PB 22-16		
From:	Alejandra Schmidt, PE		
Issue Date:	January 16, 2023		

MEETING DATE: January 5, 2023
TIME: 10:00 AM
LOCATION: Palm Beach County Department of Airports (DOA)
846 Palm Beach International Airport
West Palm Beach, FL 33406

MEETING PURPOSE:
Pre-Bid Conference

Introductions

- a) George Santos began the meeting with a brief introduction to the Project. The AECOM team then introduced themselves and started the PowerPoint presentation of the Contract work.
- b) **Owner**
Palm Beach County Department of Airports (DOA)
Gary Sypek, Senior Deputy Director of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406 - 1470
- c) **Prime Consultant**
AECOM Technical Services, Inc.
2090 Palm Beach Lakes Blvd., Suite 600
West Palm Beach, Florida 33409

Scope of Work

- a) The scope of the work consists of installing a new over-height vehicle warning system and adding, replacing, or modifying sign panels on existing overhead and ground-mounted signs.
- b) **Repair Plans**
The designer showed examples of typical sign installations as well as an overview of the advanced warning system

Bid Requirements

- a) **Project Schedule and Liquidated Damages**
AECOM presented the project schedule and liquidated damages for the Project.
The Total Contract time is 165 Calendar days from Notice to Proceed (NTP). The Contractor shall substantially complete within 45 calendar days from the beginning of the construction phase. Final acceptance shall be achieved within 30 days of Substantial Completion.

Meeting Notes Summary January 16, 2023

Phase	Calendar Days	Liquidated Damages
Administration	90 Calendar Days	\$500 per Calendar Day
Construction NTP to Substantial Completion	45 Calendar Days	\$1,000 per Calendar Day
Final Acceptance	30 Calendar Days	\$500 per Calendar Day
TOTAL CONTRACT TIME	165 Calendar Days	

b) Bid Procedures and Requirements

The project manual includes the following sections:

- Table of Contents
- Invitation to Bid
- Instruction to Bidders
- Bid Forms and Attachments
- Contract Documents
- General Conditions
- Special Conditions
- Technical Specifications

c) Equal Business Opportunity (EBO) Program

a) There is no minimum goal for DBE firms

d) Bid Procedure and Requirements

Bid Security requirements, construction bond, and insurance requirements are located in **Section 5.2 of Instructions to Bidders.**

Insurance Requirements are located under **General Conditions in Section GC 31.**

Bid Documents

Bid documents may be obtained by:

Downloading and Printing the Contractor Documents free of charge by visiting the County's Vendor Self-Service Website:

<https://pbocvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>

The Contractor should access the web site daily to be aware of any new data added.

Submittal of Bids

a) Sealed Bids will be received until **Tuesday, January 31, 2023, at 2:00 PM** Local time at:

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406

b) Bid Opening: Bids will be opened on the following day, **February 1, 2023, at 2:00 PM** at a public meeting at the above address

Addenda

a) All questions shall be addressed to the following:

Andrew Gámboa- Villamil, Airport Planner
jgamboa@pbia.org

b) Bidders' questions are due by January 24, 2023, by 5:00 PM Local Time

c) The last day an Addendum will be issued: is January 26, 2023.



Meeting Notes Summary
January 16, 2023

Questions

- a) What is the Construction Cost Estimate?
 - I. Please submit this question in writing to the DOA
- b) Are you required to work with a specific vendor for the vehicle warning system?
 - I. No specific Vendor is required, however, any system submitted shall meet the requirements of the specifications.
- c) Will The Contractor be required to obtain a badge?
 - I. Yes, please refer to the Contract Documents for Badging requirements.

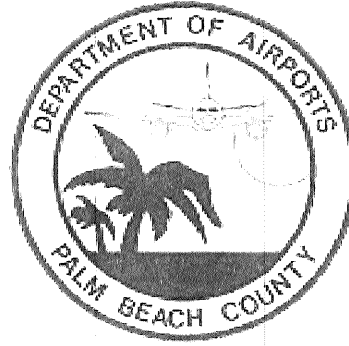
ATTACHMENTS:

- a) Pre-Bid Conference Sig-In Sheet
- b) Pre-Bid Conference PowerPoint Slides



Palm Beach International Airport
PB 22-16 Advance Warning Signage
Pre-Bid Conference
10:00 AM January 5, 2023
PBC DOA 846 Main Conference Room
SIGN-IN (Please Print)

	NAME	ORGANIZATION/TITLE	PHONE/EMAIL
1	GEORGE SANTOS	PBCDOT	gsantos@pbia.org
2	Jim Kappes	Quantum	james.kappes@quantum-cc.com
3	Alejandra Schmidt	AECOM	alejandra.schmidt@AECOM.com
4	Ruben Allen	Allen Construction	ruben@allenconstructiongroup.com
5	Joel Yanez	AUM Construction	Joel@auminc.us
6	Henry Echegarria	Horsepower Electric	305 819 4060 / henry@horsepowerelec.com
7	Sergio Londono	Interstate Signcrafters	slondono@aisigncrafters.com
8	KIM NORBERG	AECOM / WASHINGTON DESIGNER	KIM.NORBERG@AECOM.COM
9			
10			
11			
12			
13			
14			
15			



Palm Beach International Airport

**Advance Warning Signage
PB 22-16**

PRE-BID CONFERENCE

**January 5, 2023
10:00 AM**

AECOM

QUANTUM
Electrical Engineering, Inc.

AECOM

2090 Palm Beach Lakes Blvd
Suite 600
West Palm Beach, FL 33409

Owner / Prime Consultant

- Owner

Palm Beach County Department of Airports
Gary Sypek, Senior Director of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

- Prime Consultant

AECOM
2090 Palm Beach Lakes Blvd., Suite 600
West Palm Beach, FL 33409

- Sub Consultant

Quantum Electrical Engineering, Inc.
2755 Vista Parkway Suite I-9
West Palm Beach, FL 33411

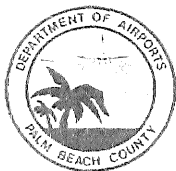


AECOM

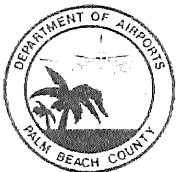
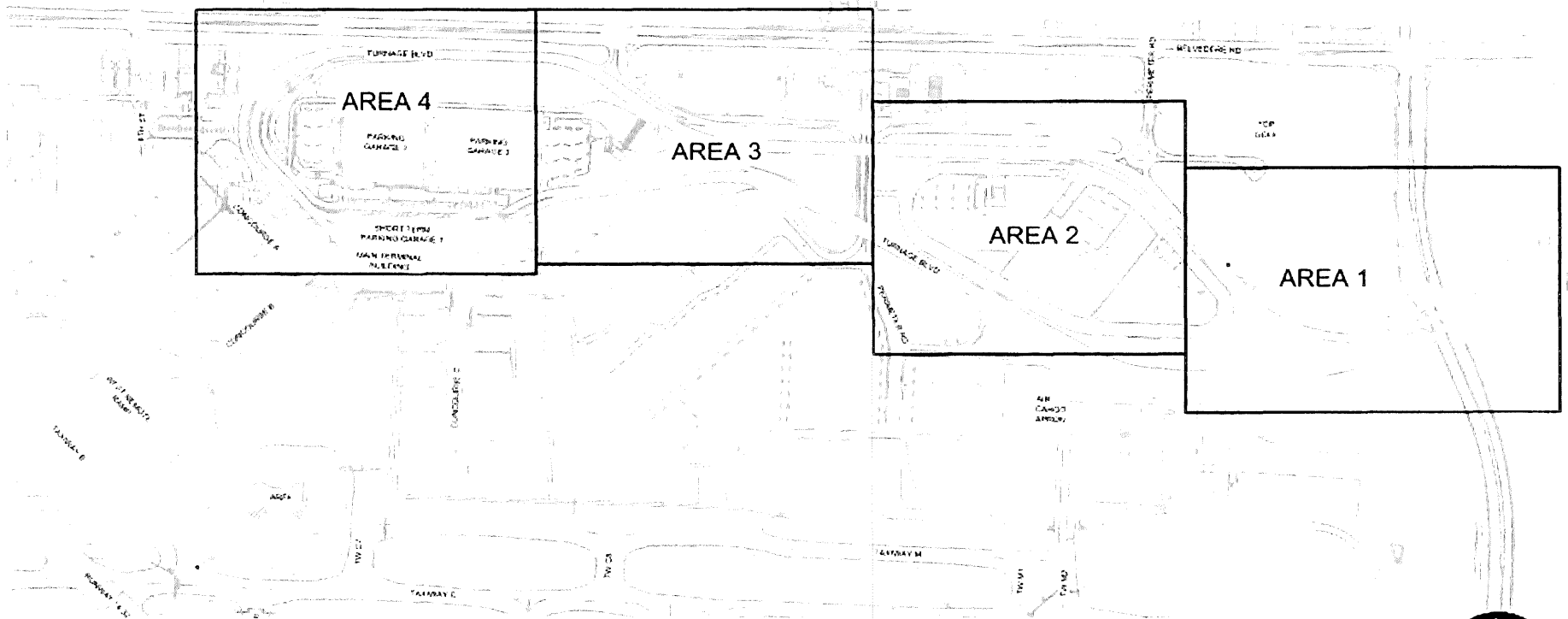
Project Requirements

Scope of Work

- Install new over height vehicle warning system.
 - Provide and install electrical power for one illuminated sign.
 - Provide solar power to all other components.
- Add, replace or modify sign panels on existing overhead and ground mounted signs.



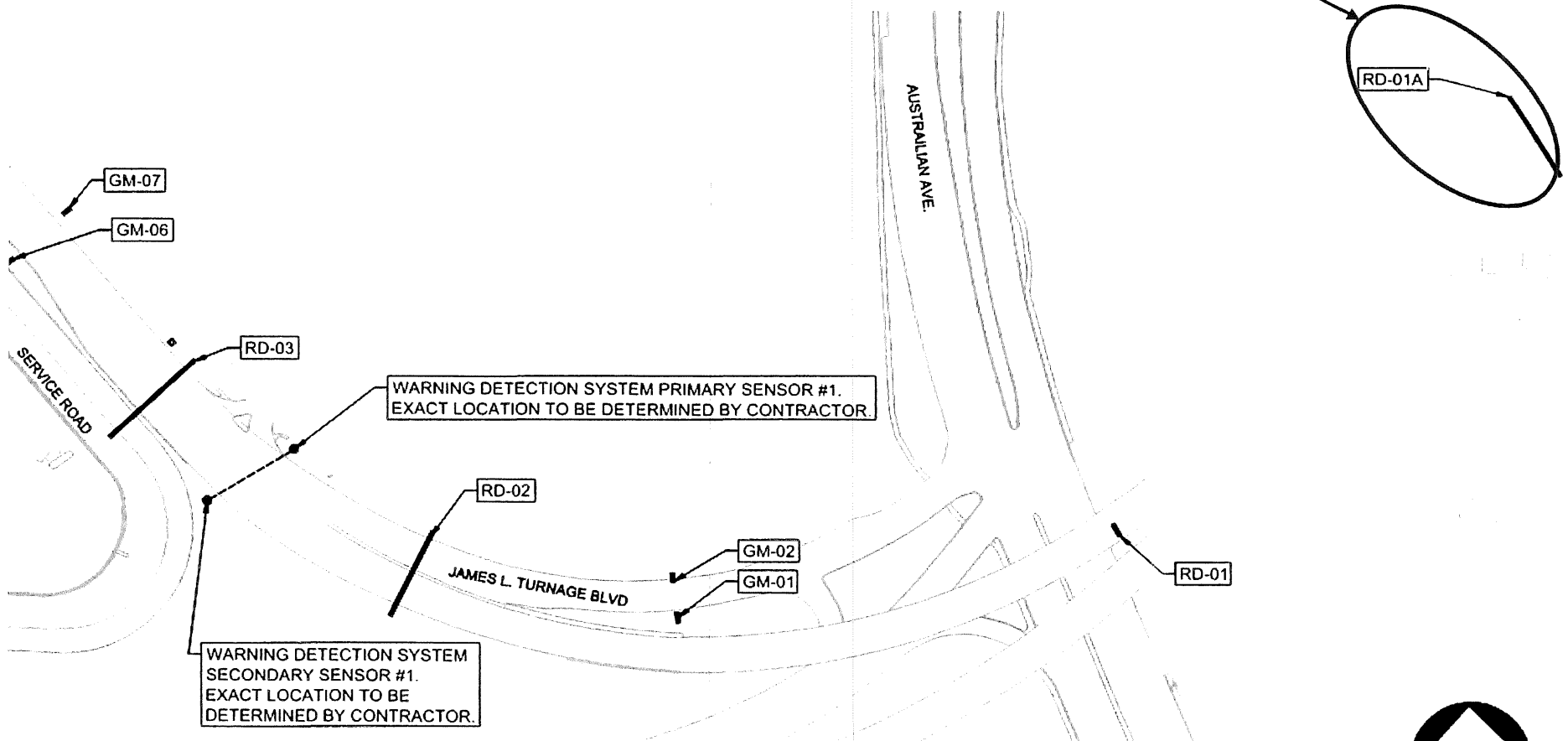
Project Work Areas



AECOM

Work Area 1

Sign will need coordination with FDOT



JAMES L. TURNAGE BLVD

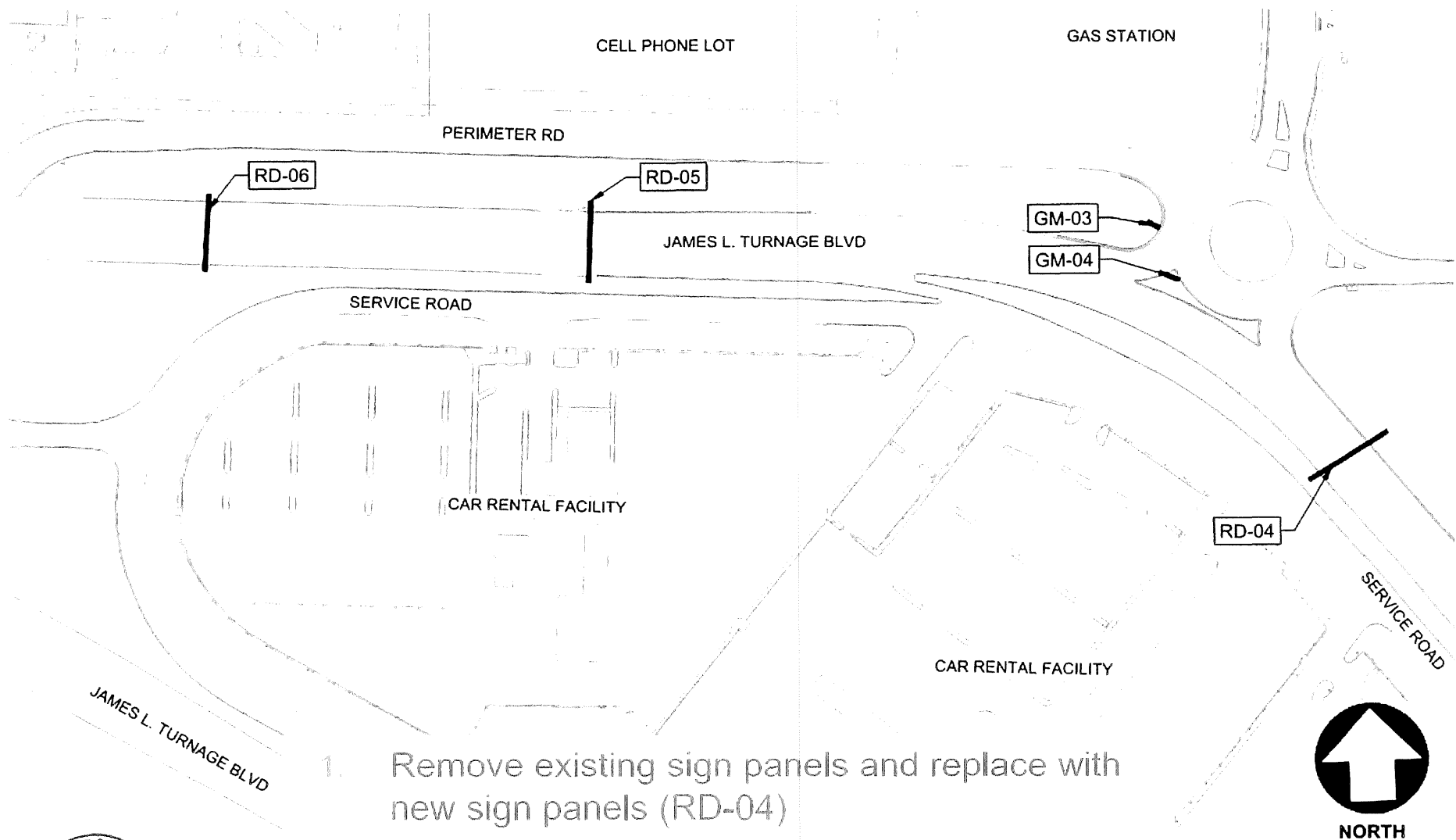


1. Remove existing sign panels and replace with new sign panels (RD-01A, RD-02, RD-03, GM-02)
2. Add new flashing signs (GM-06 & GM-07)
3. Install warning detection system sensor #1



AECOM

Work Area 2



1. Remove existing sign panels and replace with new sign panels (RD-04)
2. Add new ground mounted post and panel signs (GM-03 & GM-04)



AECOM

Work Area 3

BELVEDERE RD

RD-08

GM-12

WARNING DETECTION SYSTEM
PRIMARY SENSOR #2.
EXACT LOCATION TO BE
DETERMINED BY CONTRACTOR.

WARNING
DETECTION
SYSTEM
SECONDARY
SENSOR #2.
EXACT
LOCATION TO BE
DETERMINED BY
CONTRACTOR.

SURFACE
PARKING

AIR CARGO

BELVEDERE RD

PERIMETER RD

RD-07

JAMES L. TURNAGE BLVD

JAMES L. TURNAGE BLVD



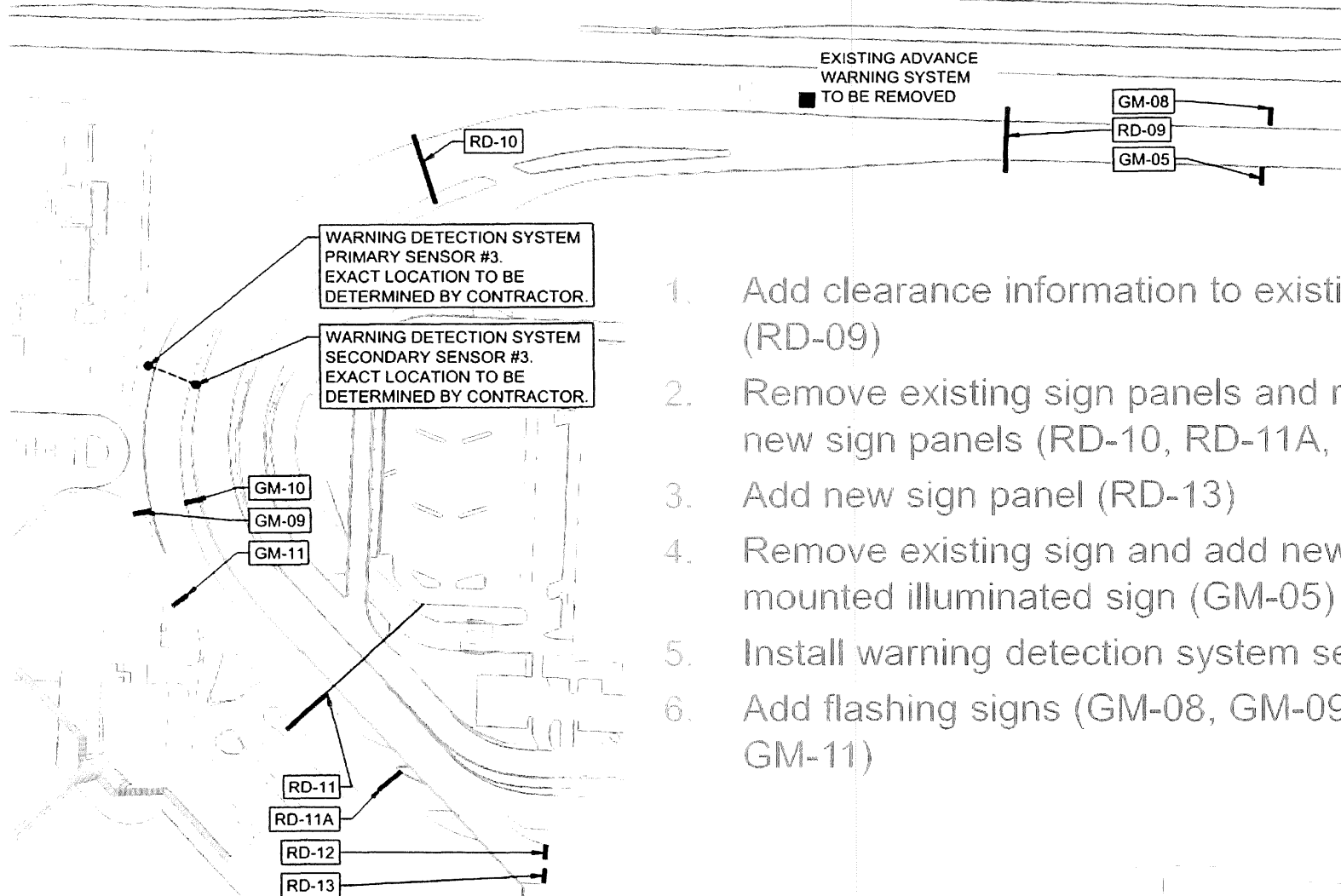
NORTH

1. Add clearance information to existing panel (RD-08)
2. Add new ground mounted post and panel sign (GM-12)
3. Install warning detection system sensor #2

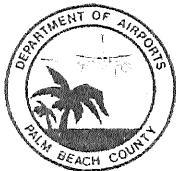


AZCOM

Work Area 4



1. Add clearance information to existing panel (RD-09)
2. Remove existing sign panels and replace with new sign panels (RD-10, RD-11A, RD-12)
3. Add new sign panel (RD-13)
4. Remove existing sign and add new ground mounted illuminated sign (GM-05)
5. Install warning detection system sensor #3
6. Add flashing signs (GM-08, GM-09, GM-10, GM-11)

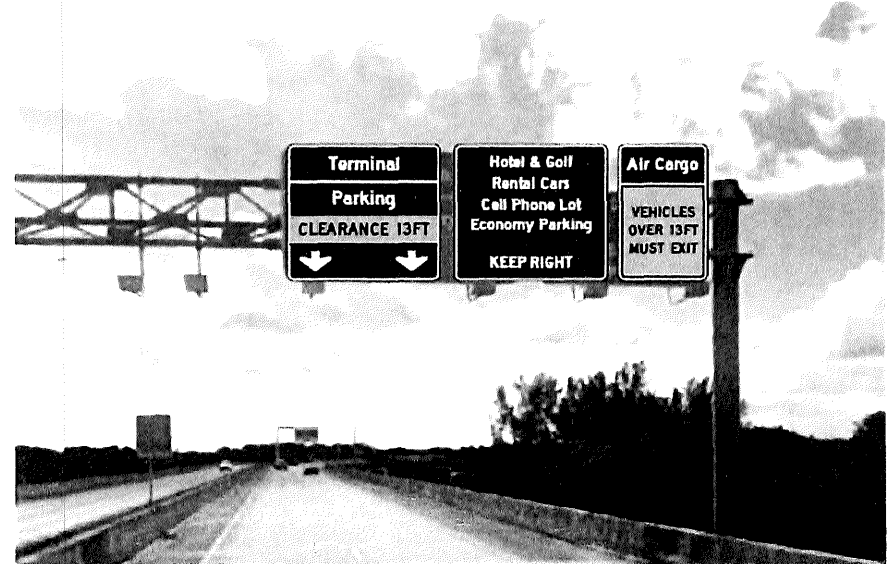


Sign Number RD-01A – FDOT Maintained Structure

Remove Existing Sign Panels and Replace with New Sign Panels



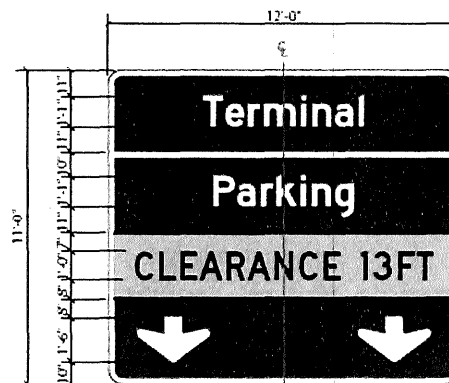
EXISTING FDOT SPAN STRUCTURE NO. 93S872



PROPOSED

NOTE:

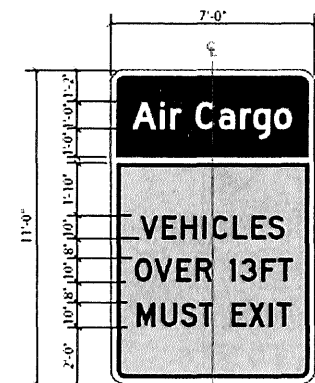
PANEL SIZES ARE ESTIMATED. CONTRACTOR TO VERIFY PANEL SIZE AND PLACEMENT WILL FIT ON STRUCTURE PRIOR TO FABRICATION. THE HEIGHT OF ALL SIGNS MUST REMAIN CONSISTENT IF PANEL SIZE MODIFICATIONS ARE REQUIRED. ATTACH SIGNS PER FDOT STANDARDS.



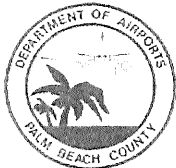
Panel A
Sign Type A2



Panel B
Sign Type A2



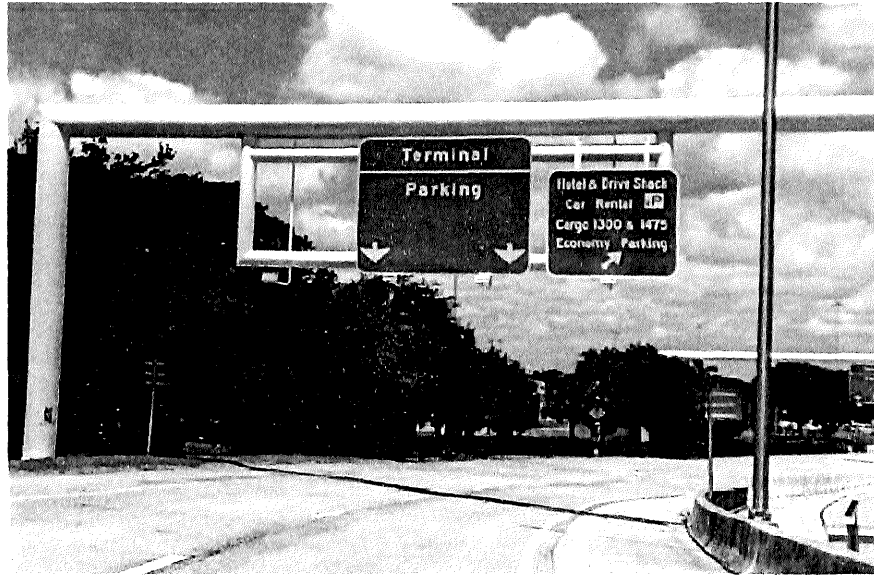
Panel C
Sign Type A3



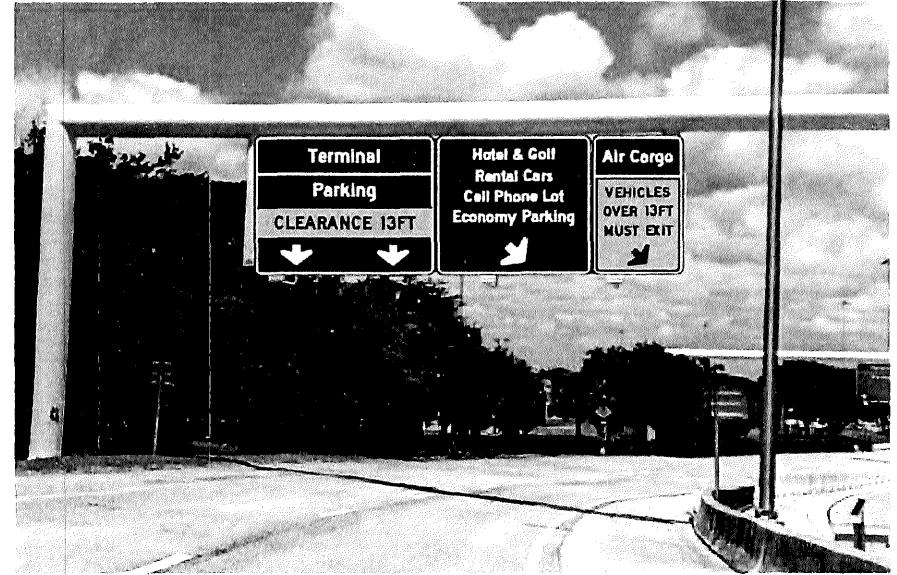
AZCOM

Sign Number RD-02 – Airport Maintained Structure

Remove Existing Sign Panels and Replace with New Sign Panels



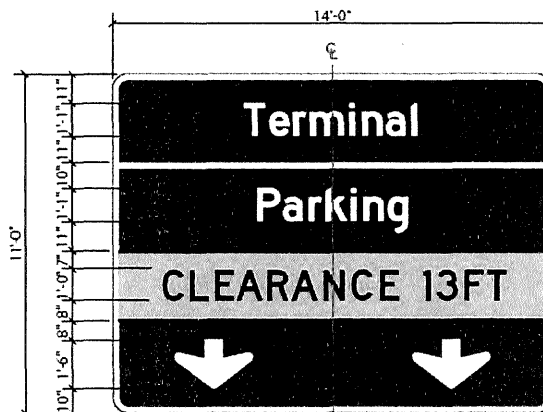
EXISTING



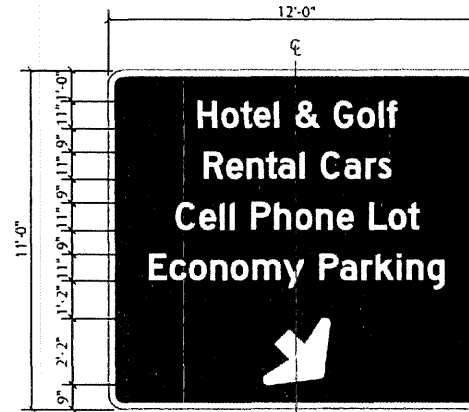
PROPOSED

NOTE:

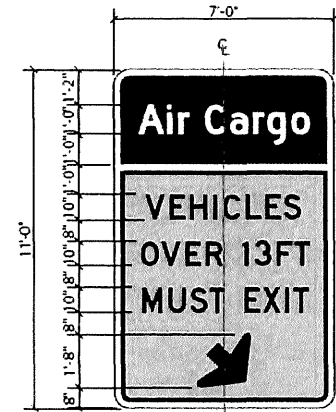
PANEL SIZES ARE ESTIMATED. CONTRACTOR TO VERIFY PANEL SIZE AND PLACEMENT WILL FIT ON STRUCTURE PRIOR TO FABRICATION. THE HEIGHT OF ALL SIGNS MUST REMAIN CONSISTENT IF PANEL SIZE MODIFICATIONS ARE REQUIRED.



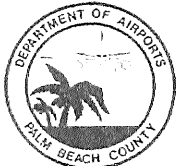
Panel A
Sign Type A1



Panel B
Sign Type A2



Panel C
Sign Type A3



AECOM

Sign Number GM-02

Remove Existing Sign Panel and Replace with New Sign Panel

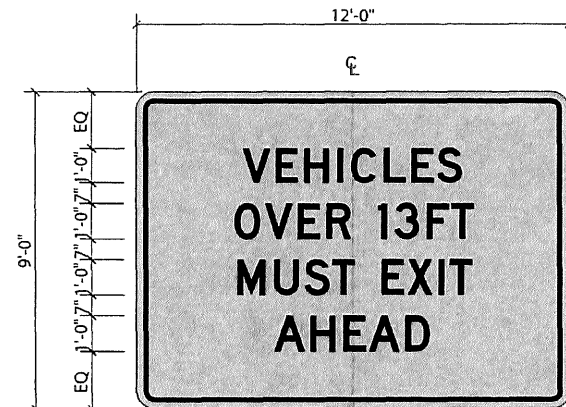


EXISTING



PROPOSED

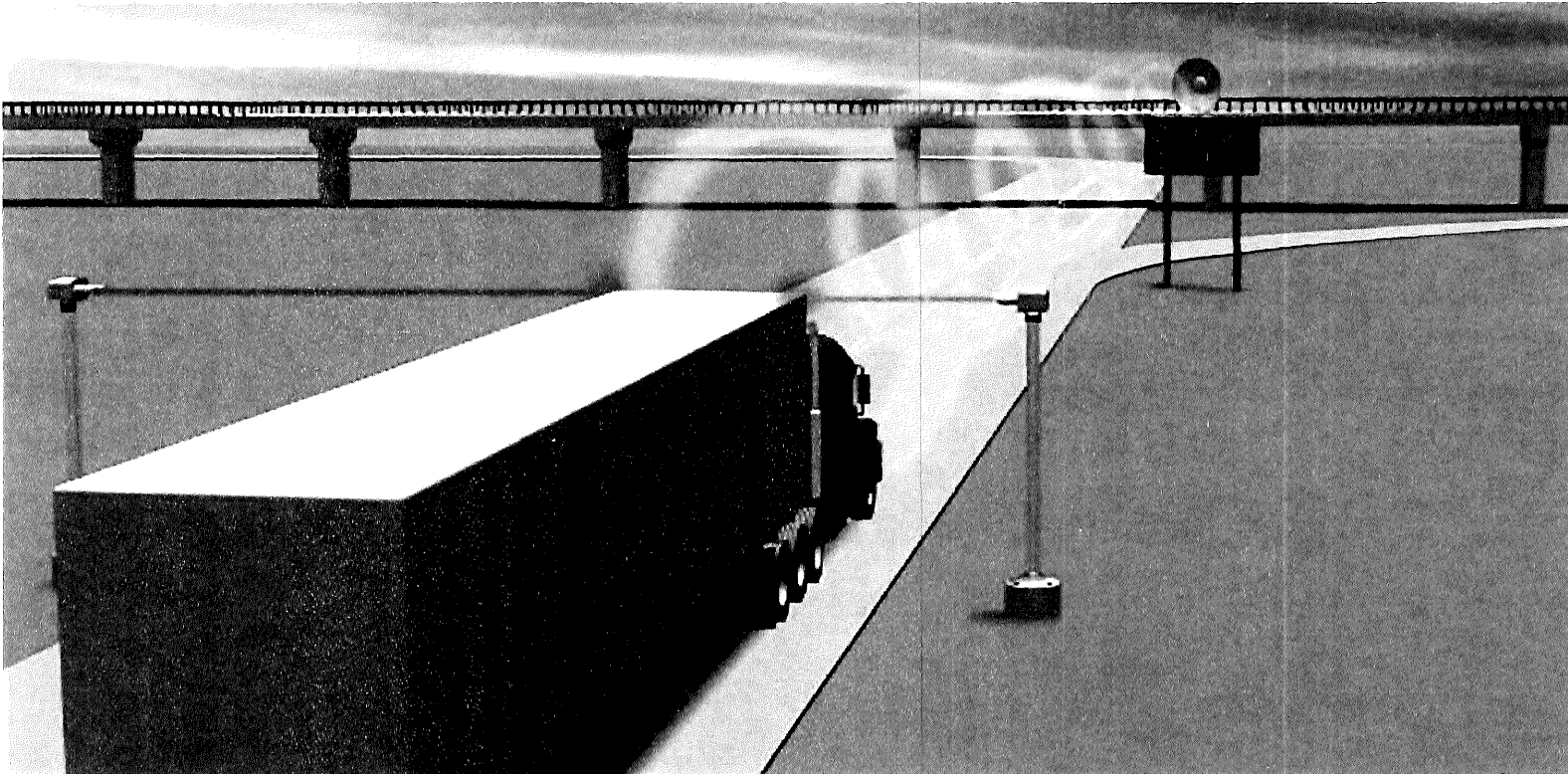
**NOTE: PANEL SIZE IS ESTIMATED.
CONTRACTOR TO VERIFY SIZE OF
EXISTING SIGN PANEL PRIOR TO
FABRICATION. NEW PANEL TO MATCH
EXISTING SIZE**



Panel A
Sign Type A5

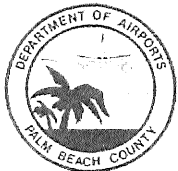


Advance Warning System Overview



System includes 3 dual sensors with flashing and illuminated signs which are activated wirelessly when an oversize vehicle is detected.

Note: This system does not include an audible warning.



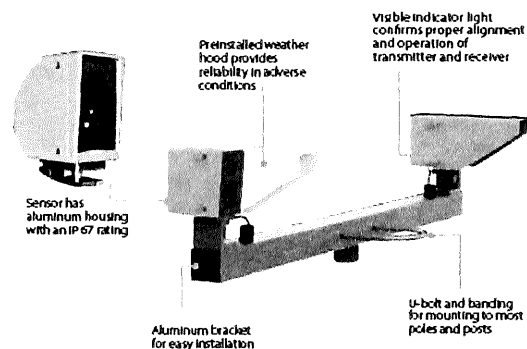
AECOM

Advance Warning System Components

SYSTEM ACTIVATIONS

DUAL BEAM OVERHEIGHT SENSORS

Infrared sensors are mounted on either side of the road in advance of the low structure, transmitting infrared beams over the road. When an overheight vehicle breaks the infrared beams, it immediately activates the system's warning devices.



RELIABLE DETECTION

- Detects vehicles travelling at low or high speeds.
- Determines traffic direction at time of activation.

CUSTOM INSTALLATION

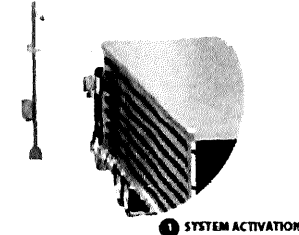
- Sensor height tailored to low clearance structure of each system.
- Can be installed up to 150 feet apart.
- Single beam available in select applications.

WIRELESS COMMUNICATION

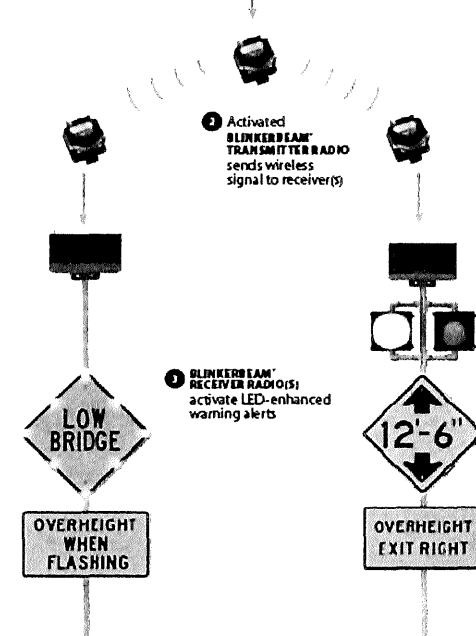
BLINKERBEAM

BlinkerBeam® wireless radios communicate system activation to all TAPCO warning alerts.

Placed at the detection or activation location, a transmitter radio sends wireless signals upon system activation to receiver radios located inside the control cabinet of each warning alert, triggering the alert to flash.



- Easy-to-read, backlit LCD display
- Intuitive joystick for in-field control
- Menu-driven diagnostics for quick set-up and configuration
- Three selectable power levels, up to one-watt, to increase signal distance
- Range of up to 900 feet; works with multiple antenna options to extend distance
- Utilizes 900 MHz frequency-hopping spread spectrum



Advance Warning System

Sign Numbers GM-06 through GM-11 – Flashing Warning Signs

Remove Existing Sign & Structure, Replace with New Sign & Structure



Sign Number GM-06
Located after Sensor 1



Sign Number GM-07
Located after Sensor 1



Sign Number GM-08
Located after Sensor 2



Sign Number GM-09



Sign Number GM-10
Located after Sensor 3



Sign Number GM-11

**ACTIVATED BY
SENSOR 1**

**ACTIVATED BY
SENSOR 2**

**ACTIVATED BY
SENSOR 3**

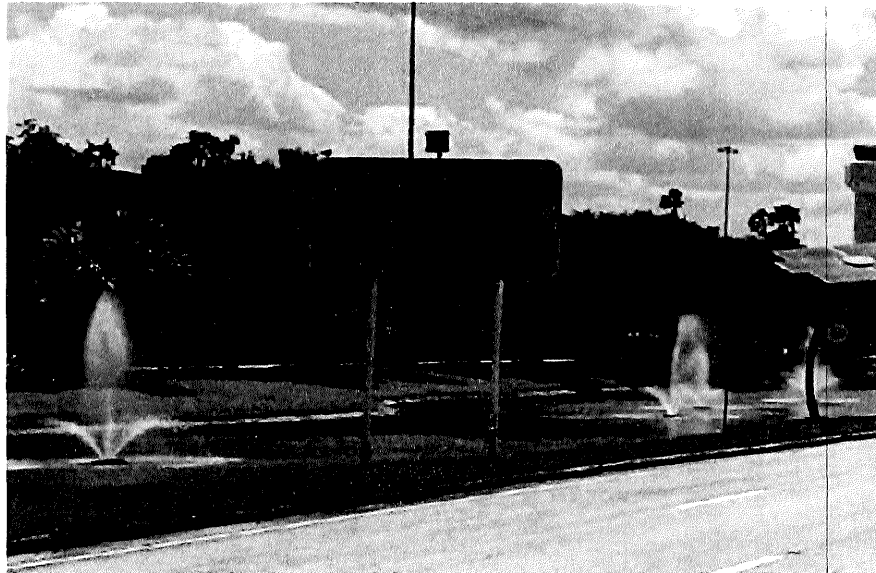


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Advance Warning System

Sign Number GM-05 – Illuminated Message Sign

Remove Existing Sign & Structure, Replace with New Sign & Structure



EXISTING

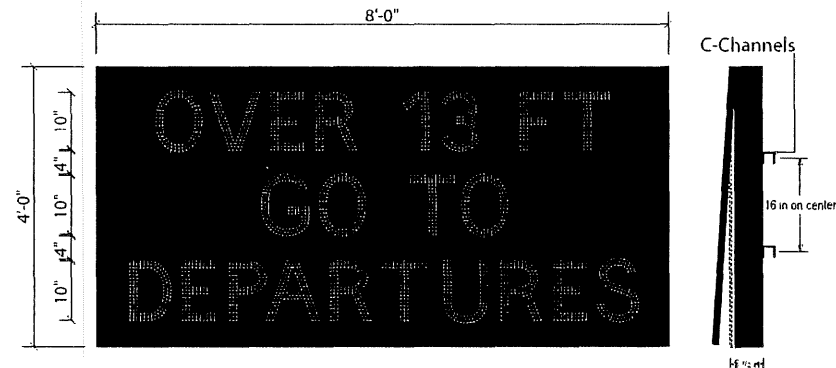


ACTIVATED BY
SENSOR 2

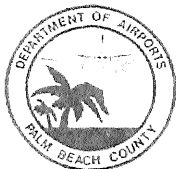
PROPOSED

NOTE:

REPLACE THE EXISTING COVERED SIGN WITH A PERMANENT ILLUMINATED SIGN WHICH WILL DISPLAY A MESSAGE WHEN ACTIVATED BY THE SENSOR #2. WORK INCLUDES NEW FOUNDATION AND STRUCTURE AND POWER TO SIGN.

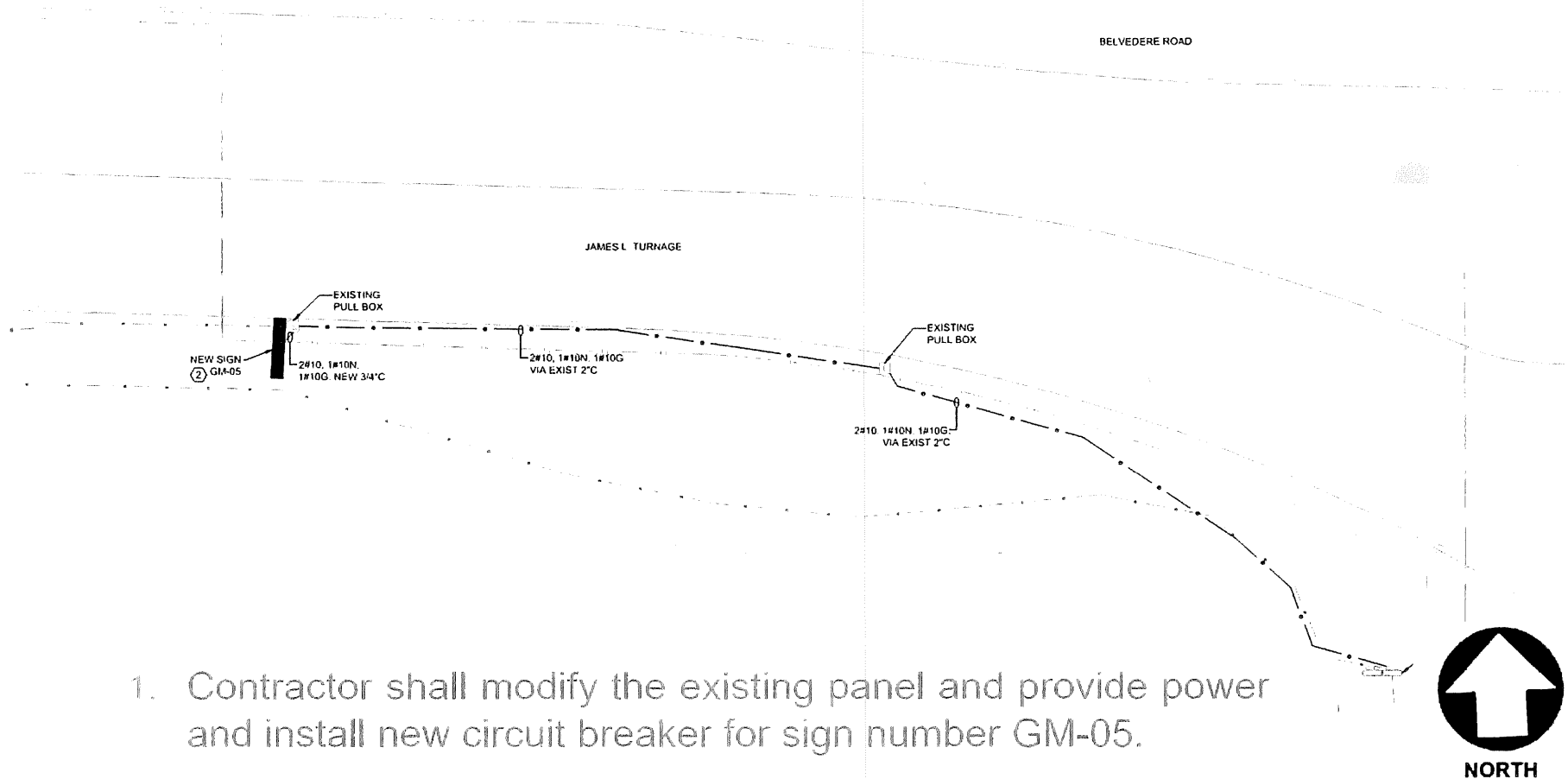


ILLUMINATED MESSAGE SIGN



AZCOM

Electrical Site Plan



1. Contractor shall modify the existing panel and provide power and install new circuit breaker for sign number GM-05.



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Maintenance of Traffic

- For each area of work, the Contractor shall submit their own Maintenance of Traffic (MOT) Plan
- The MOT shall conform to FDOT standard plans for road and construction (latest edition)



Project Schedule and Liquidated Damages

PHASE	CALENDAR DAYS	LIQUIDATED DAMAGES
Administration*	90 Calendar Days	\$500 per Calendar Day
Construction NTP to Substantial Completion	45 Calendar Days	\$1,000 per Calendar Day
Final Acceptance	30 Calendar Days	\$500 per Calendar Day

***NOTE: All necessary submittals to start the construction work shall be completed and accepted within 90 calendar days from the Notice to Proceed (NTP) date.**



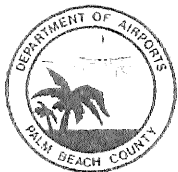


Bid Procedures and Requirements

Project Manual

Table of Contents

- Invitation to Bid
- Instructions to Bidders
- Bid Forms and Attachments
- Contract Documents
- General Conditions
- Special Conditions
- Technical Specifications



PB 22-16 ADVANCE WARNING SIGNAGE EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

- **Policy.** It is the policy of the Board of County Commissioners of Palm Beach County, Florida, (the Board) that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO program, and which is incorporated in this solicitation. A Proposer must comply with the requirements contained in this section for a Proposer to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over other provisions of this solicitation in the event of a conflict.



PB 22-16 ADVANCE WARNING SIGNAGE EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

- **API Waiver Requests/Good Faith Efforts.** If Proposer is unable to comply with the API requirements as set forth in this solicitation, such Proposer shall submit a request for a waiver or partial waiver at least (7) days prior to the proposal due date as stated in the solicitation. If a Proposer requests a waiver from an API from the Office of EBO at least 7 days prior to the proposal due date, then the proposal due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again. See Attachments B and C for Waiver Request Form and Good Faith Efforts form. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>
- **Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable include:
- **SBE Price Preference**



PB 22-16 ADVANCE WARNING SIGNAGE EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

- **Proposal Submission Documentation.** In order to be deemed responsive to this solicitation, all Proposers are required to submit with their proposal Schedules 1 and 2 on all subcontractors intended to be used for performance of the contract, if awarded.
- **S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of proposal opening shall be counted toward an S/M/WBE goal. Upon receipt of a complete application, IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY. It is the responsibility of the Proposer to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that Proposers visit the Office of EBO on-line Vendor Directory at <http://discover.pbcgov.org/oebo/Pages/default.aspx> to verify S/M/WBE certification
- **Post Proposal Waiver Request.** After submission of a proposal, if Proposer, through no fault of its own, is unable to meet the S/M/WBE participation specified in its proposal, then Proposer must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Proposer is unable to find an acceptable substitute S/M/WBE, a post-proposal submission waiver may be requested. The request shall document the reasons for the Proposer's inability to meet the goal requirement.
- **See "Advertisement of Bid" of the RFP for more information for SBE Plan requirements.**



Bid Procedures and Requirements

Insurance Requirements

- Bid Security requirements, construction bond, and insurance requirements are located in Section 5.2 of Instructions to Bidders.
- Insurance Requirements are located under General Conditions in Section GC 31.



Bid Documents

- Bid Documents May Be Obtained By:

Downloading and Printing the Contract Documents free of charge by visiting the County's Vendor Self-Service Website:

<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>

The Contractor should access the site on a daily basis to be aware of any new data that is added to the site.



AECOM

Submittal of Bids

- Sealed Bids received until **Tuesday, January 31, 2023 at 2:00 PM Local Time**, at:

Palm Beach County Department of Airports
846 Palm Beach International Airports
West Palm Beach, Florida 33406

- Bid Opening: Bids will be opened on the following day, February 1, 2023 at 2:00 PM at a public meeting at the above address



AECOM

Addenda

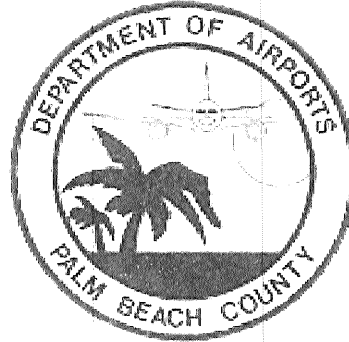
- Address all questions to:

Andrew Gamboa-Villamil, C.M., Airport Planner
jgamboa@pbia.org

- Bidders Questions Due: **January 24, 2023
5:00PM Local Time**
- Last Addendum Due: **January 26, 2023**



AZCOM



Questions?
Thank you

Advance Warning Signage
PB 22-16

PRE-BID CONFERENCE

January 5, 2023
10:00 AM

UNIT PRICE BID FORM
ATTACHMENT NO. 6 TO THE BID FORM

Bid Number: PB 22-16

Date: Dec-22

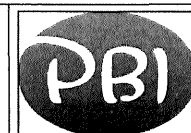
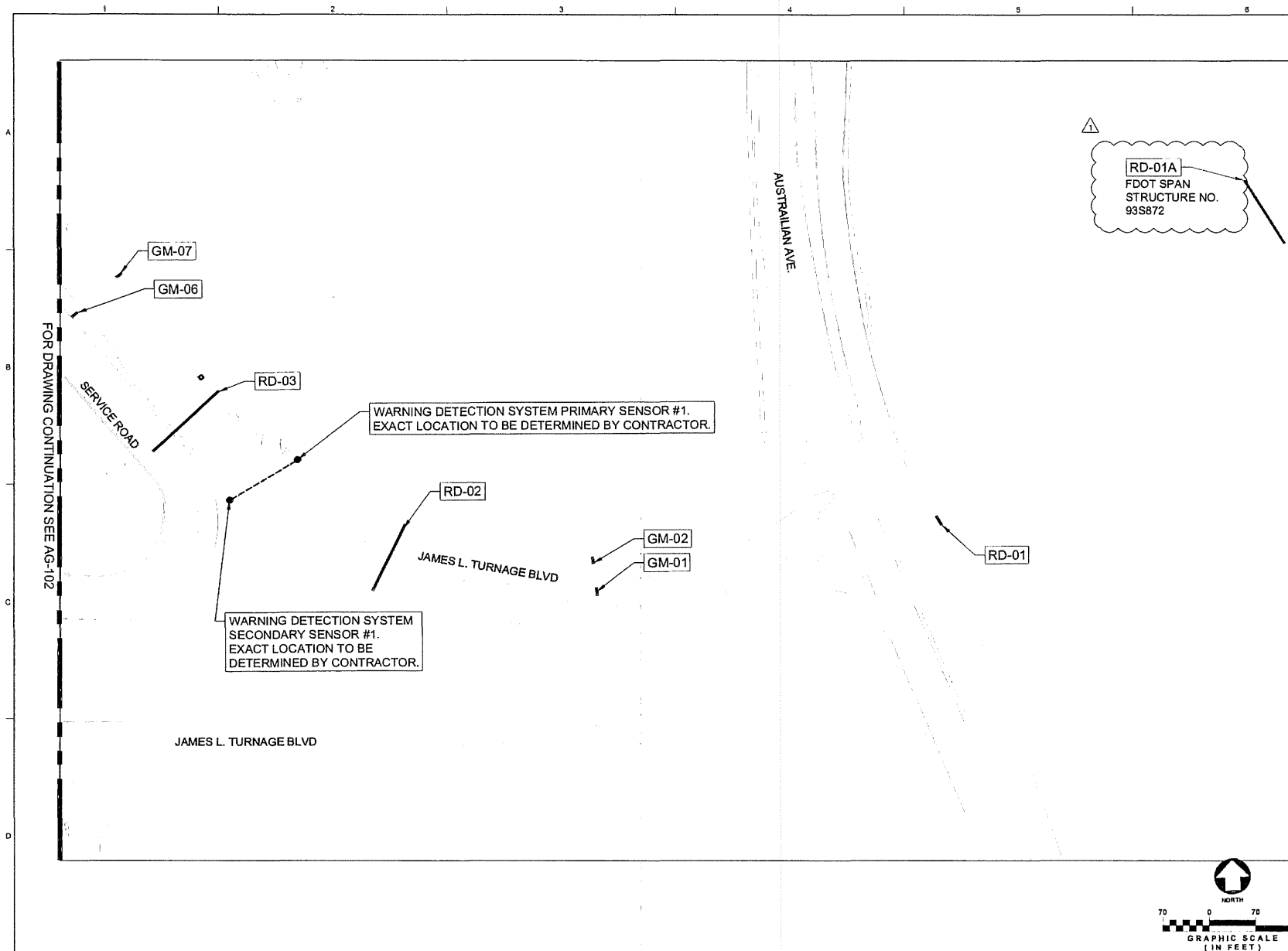
BASE CONTRACT BID							
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	
1	101-1	Mobilization	LS	1			
2	102-1	Maintenance of Traffic	LS	1			
3	101400-1	New Type A1 Sign Panel on Overhead Structure	EA	4			
4	101400-2	New Type A2 Sign Panel on Overhead Structure	EA	6			
5	101400-3	New Type A3 Sign Panel on Overhead Structure	EA	4			
6	101400-4	New Type A4 Sign Panel on Overhead Structure	EA	3			
7	101400-5	New Type A7 Sign Panel on Overhead Structure	EA	1			
8	101400-6	New Type A8 Sign Panel on Overhead Structure	EA	1			
9	101400-7	New Type A5 Ground Mounted Post & Panel Sign (Panel Only)	EA	1			
10	101400-8	New Type A6 Ground Mounted Post & Panel Sign (Post and Panel)	EA	3			
11	101400-9	New Sign GM-05 Illuminated Message Post & Panel Sign (Post and Panel)	EA	1			
12	101400-10	Remove Existing OH panels	EA	13			
13	101400-11	Remove GM Sign Panels (Large)	EA	1			
14	101400-12	Remove GM signs with posts (Large)	EA	1			
15	101400-13	Remove GM Sign Panels (Small)	EA	1			
16	101400-14	Remove Existing Over Height Warning System	LS	1			
17	101453-1	Over Height Vehicle Warning System - Sensor 1	LS	1			
18	101453-2	Over Height Vehicle Warning System - Sensor 2	LS	1			
19	101453-3	Over Height Vehicle Warning System - Sensor 3	LS	1			
20	260000-5.1	New Sign GM-05 Electrical Distribution and Grounding	LS	1			
TOTAL BID AMOUNT, BASE BID =						\$	

Name of Bidder/Contractor

Signature of Officer

Provide, in the appropriate spaces of the Bid Price Form, the unit price(s) and lump sum prices(s), based on the description indicated for that item, the Total Amount of each item in numerical figures and the Total Amount Bid for the entire work.

The Bid includes the work as described in the plan sheets and specifications for the Project project, and shall include all costs to complete the project in accordance with the contract documents.



PALM BEACH INTERNATIONAL
AIRPORT
1000 JAMES L. TURNAGE BLVD.
WEST PALM BEACH, FLORIDA 33406

CONSULTANT / DESIGNER
AECOM
7550 WEST COUNTRY LAMPRELL CIRCLE
TAMPA, FLORIDA 33607
LICENSE NO. EB 9113

DESIGNER

KEY MAP

SEAL / APPROVED BY

DANIEL M. COUGHLIN
FL. P.E. NO. 66619

ADVANCE WARNING SIGNAGE

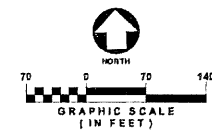
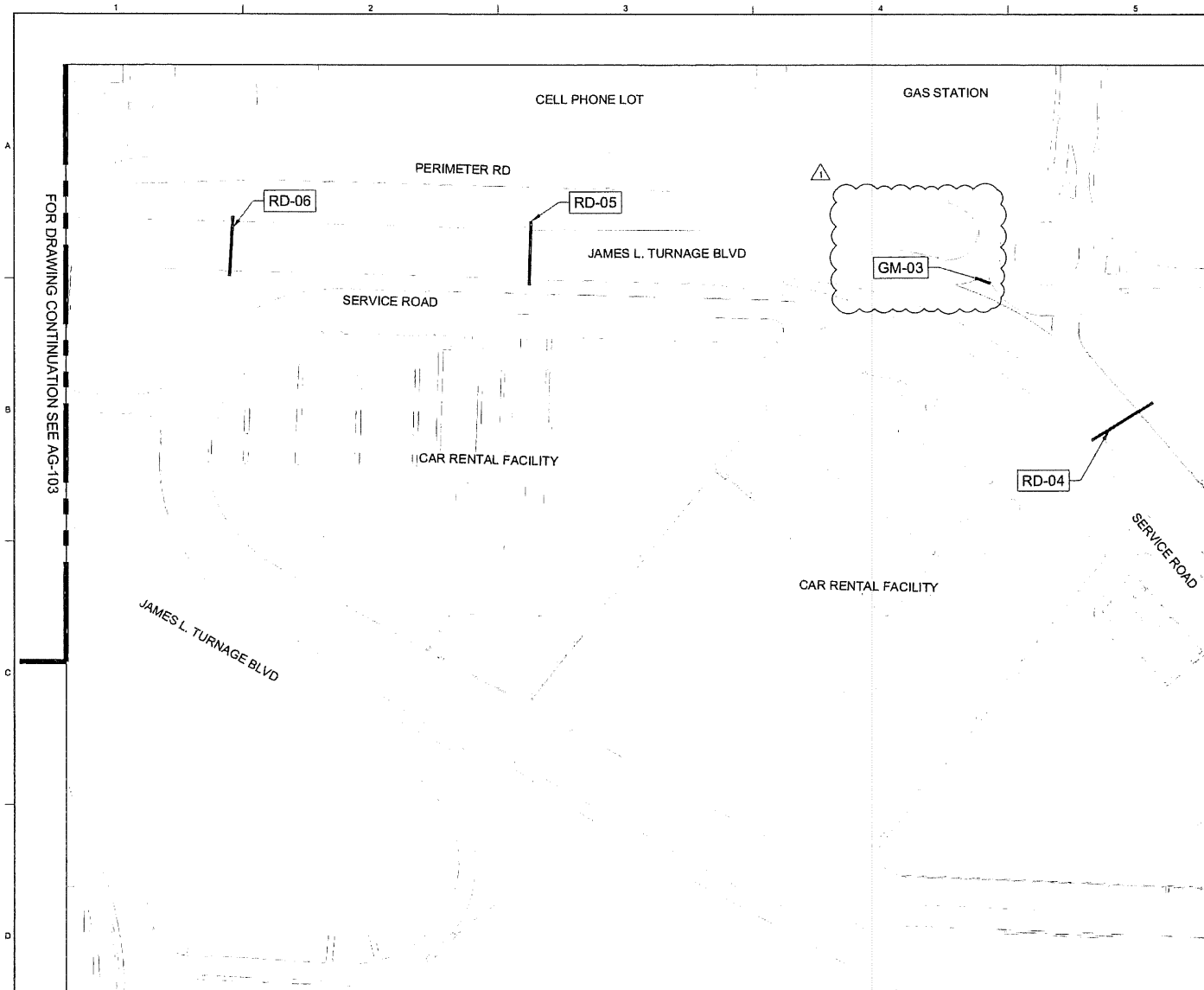
FAA AP NO. 1
TASK: 1-22-PBIA-076

REVISIONS		
0	SIG DOCUMENTS	12/11/2022
1	ADDENDUM NO.1	1/18/2023

DATE ISSUED: 12/11/2022
DESIGNED BY: KMN
DRAWN BY: NRL
REVIEWED BY: KMN
FILE NAME:
SHEET TITLE

SIGN LOCATION
PLAN AREA 1

SHEET NUMBER
AG-101



PALM BEACH INTERNATIONAL
AIRPORT
1000 JAMES L. TURNAGE BLVD.
WEST PALM BEACH, FLORIDA 33406

CONSULTANT / DESIGNER
AECOM
7630 WEST COURTHOUSE CAMPBELL CAUSEWAY
TAMPA, FLORIDA 33607
LICENSE NO. ED 8119

DESIGNER

KEY MAP

SEAL / APPROVED BY

DANIEL M. COUGHLIN
FL. P.E. NO. 66619

ADVANCE WARNING SIGNAGE

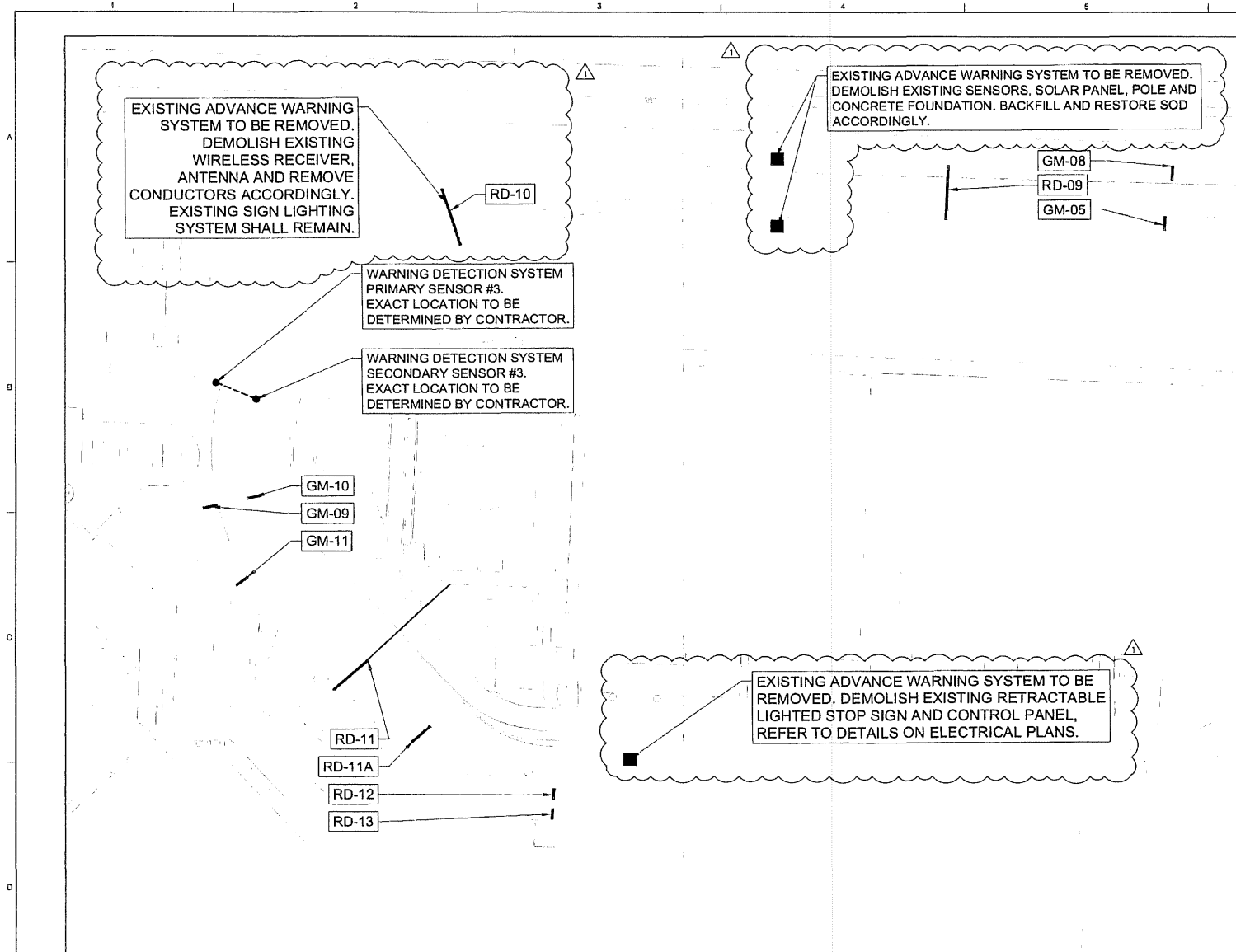
FAA AP NO.:
TASK: 1-ZZ-PBI-A-076

REVISIONS	
1	12/11/2002
2	1/18/2003

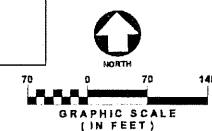
DATE ISSUED: 12/11/2002
DESIGNED BY: KMN
DRAWN BY: NRL
REVIEWED BY: KMN
FILE NAME:
SHEET TITLE

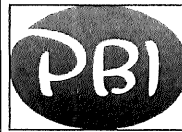
SIGN LOCATION
PLAN AREA 2

SHEET NUMBER
AG-102



FOR DRAWING CONTINUATION SEE AG-103





PBI

PALM BEACH INTERNATIONAL AIRPORT
 1000 JAMES L. TURNAGE BLVD.
 WEST PALM BEACH, FLORIDA 33406

CONSULTANT / DESIGNER
AECOM
7500 WEST COUNTRY CAMPBELL CALIFORNIA
 TAMPA, FLORIDA 33607
 LICENSE NO. ED 9115

DESIGNER

KEY MAP

SEAL / APPROVED BY

DANIEL M. COUGHLIN
 FL. P.E. NO. 66619

ADVANCE WARNING SIGNAGE

TASK NO.:
 TASK: 1-12-PBI-A-076

REVISIONS	
0	BID DOCUMENTS
1	ADDENDUM NO. 1
12/11/2022	1/18/2023

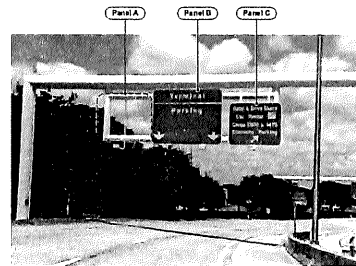
DATE ISSUED: 12/11/2022
 DESIGNED BY: KMH
 DRAWN BY: NKL
 REVIEWED BY: KMH
 FILE NAME:
 SHEET TITLE

**SIGN LOCATION
 PLAN AREA 4**

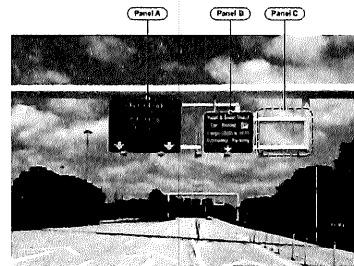
SHEET NUMBER **AG-104**



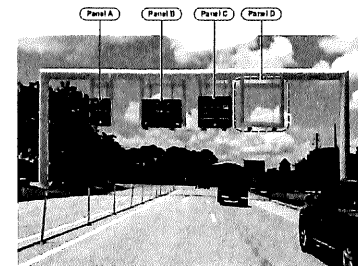
SIGN STRUCTURE RD-01
PANEL A: NO WORK REQUIRED



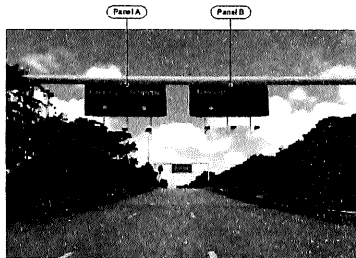
SIGN STRUCTURE RD-02
PANEL A: ADD NEW SIGN PANEL.
PANEL B: REMOVE EXISTING SIGN PANEL AND REPLACE WITH NEW SIGN PANEL.
PANEL C: REMOVE EXISTING SIGN PANEL AND REPLACE WITH NEW SIGN PANEL.



SIGN STRUCTURE RD-03
PANEL A: REMOVE EXISTING SIGN PANEL AND REPLACE WITH NEW SIGN PANEL.
PANEL B: REMOVE EXISTING SIGN PANEL AND REPLACE WITH NEW SIGN PANEL.
PANEL C: ADD NEW SIGN PANEL.



SIGN STRUCTURE RD-04
PANEL A: REMOVE EXISTING SIGN PANEL AND REPLACE WITH NEW SIGN PANEL.
PANEL B: ADD CLEARANCE INFORMATION TO EXISTING SIGN PANEL.
PANEL C: REMOVE EXISTING SIGN PANEL AND REPLACE WITH NEW SIGN PANEL.
PANEL D: ADD NEW SIGN PANEL.



SIGN STRUCTURE RD-05
PANEL A: NO WORK REQUIRED
PANEL B: NO WORK REQUIRED



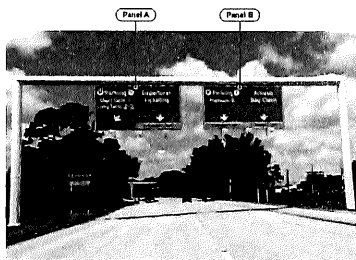
SIGN STRUCTURE RD-06
PANEL A: NO WORK REQUIRED



SIGN STRUCTURE RD-07
PANEL A: NO WORK REQUIRED



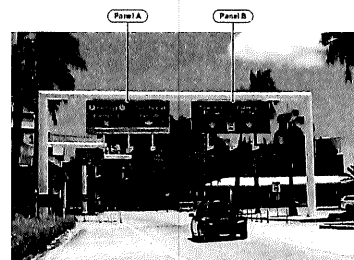
SIGN STRUCTURE RD-08
PANEL A: COVER PORTION OF EXISTING PANEL WITH NEW SIGN PANEL.
PANEL B: NO WORK REQUIRED



SIGN STRUCTURE RD-09
PANEL A: COVER PORTION OF EXISTING PANEL WITH NEW SIGN PANEL.
PANEL B: NO WORK REQUIRED



SIGN STRUCTURE RD-10
PANEL A: REMOVE EXISTING SIGN PANEL AND REPLACE WITH NEW SIGN PANEL.
EXISTING ADVANCE WARNING SYSTEM ASSOCIATED WITH PANEL A TO BE REMOVED. DEVOUGH EXISTING WIRELESS RECEIVER, ANTENNA AND REMOVE CONDUCTORS ACCORDINGLY. EXISTING SIGN LIGHTING SYSTEM SHALL REMAIN.
PANEL B: NO WORK REQUIRED.
PANEL C: NO WORK REQUIRED.
PANEL D: NO WORK REQUIRED.



SIGN STRUCTURE RD-11 (ARRIVALS LEVEL)
PANEL A: NO WORK REQUIRED.
PANEL B: NO WORK REQUIRED.



SIGN RD-12 & RD-13 (DEPARTURES LEVEL)
RD-12 REMOVE EXISTING SIGN PANEL AND REPLACE WITH NEW SIGN PANEL.
RD-13 ADD NEW SIGN PANEL BELOW EXISTING PANELS.

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PALM BEACH INTERNATIONAL AIRPORT
1000 JAMES L. TURNAGE BLVD.
WEST PALM BEACH, FLORIDA 33406

CONSULTANT / DESIGNER
AECOM
7554 WEST COURTNEY CAMPBELL CAUSEWAY
TAMPA, FLORIDA 33607
LICENSE NO. EB 8119

DESIGNER

KEY MAP

SEAL / APPROVED BY

DANIEL M. COUGHLIN
FL. P.E. NO. 68619

ADVANCE WARNING SIGNAGE

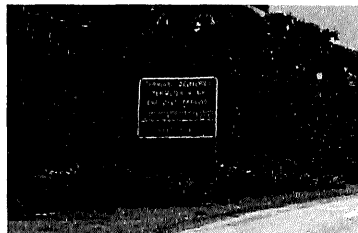
FAA AP NO. 1
TASK: 1-22-PB1-A-075

REVISIONS		
#	NO DOCUMENTS ADDITIONAL NO. 1	1/11/2022 1/11/2022

DATE ISSUED: 12/11/2022
DESIGNED BY: YH
DRAWN BY: YH
REVIEWED BY: KMN
FILE NAME:
SHEET TITLE

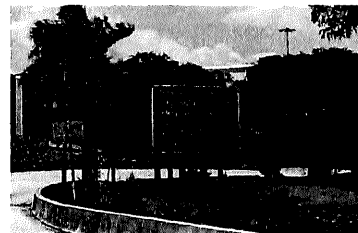
DOCUMENTATION OF EXISTING SIGNS

SHEET NUMBER
AG-201



SIGN STRUCTURE GM-01

NO WORK REQUIRED.



SIGN STRUCTURE GM-02

REMOVE EXISTING SIGN PANEL AND REPLACE WITH NEW SIGN PANEL.



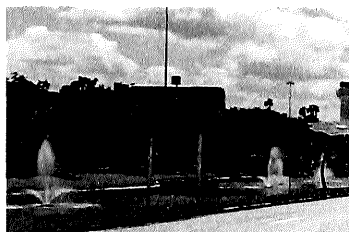
SIGN STRUCTURE GM-03

REMOVE EXISTING PANEL. REPLACE WITH NEW SIGN PANEL.



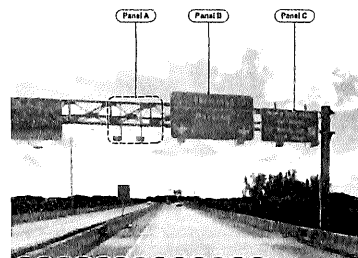
SIGN STRUCTURE GM-04

REMOVE EXISTING SIGN AND POSTS. REPLACE WITH NEW SIGN AND POSTS.



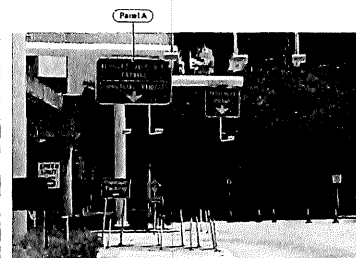
SIGN STRUCTURE GM-05

REMOVE EXISTING POST AND PANEL SIGN. REPLACE WITH NEW ILLUMINATED SIGN AND SIGN STRUCTURE.



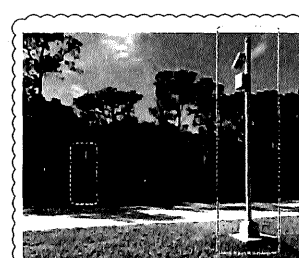
SIGN STRUCTURE RD-11A - FOOT SPAN STRUCTURE NO. 838472

PANEL A: ADD NEW SIGN PANEL.
PANEL B: REMOVE EXISTING SIGN PANEL AND REPLACE WITH NEW SIGN PANEL.
PANEL C: REMOVE EXISTING SIGN PANEL AND REPLACE WITH NEW SIGN PANEL.
NOTE: ATTACH SIGNS PER FOOT STANDARDS.



SIGN STRUCTURE RD-11A

PANEL A: REMOVE EXISTING SIGN PANEL AND REPLACE WITH NEW SIGN PANEL.



EXISTING DUAL SENSORS

REMOVE EXISTING ADVANCE WARNING SYSTEM. DEMOLISH EXISTING SENSORS, SOLAR PANEL, POLE AND CONCRETE FOUNDATION. BACKFILL AND RESTORE SOD ACCORDINGLY.



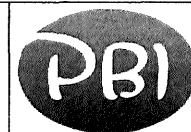
EXISTING RETRACTABLE STOP SIGN - FRONT VIEW



EXISTING RETRACTABLE STOP SIGN - BACK VIEW

REMOVE EXISTING ADVANCE WARNING SYSTEM. DEMOLISH EXISTING RETRACTABLE LIGHTED STOP SIGN AND CONTROL PANEL. REFER TO DETAILS ON ELECTRICAL PLANS.

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PALM BEACH INTERNATIONAL AIRPORT

1000 JAMES L. TURNAGE BLVD.
WEST PALM BEACH, FLORIDA 33406

CONSULTANT / DESIGNER

AECOM

7550 WEST COUNTRY CAMPBELL CAUSEWAY
TAMPA, FLORIDA 33607
LICENSE NO. 08 8118

DESIGNER

KEY MAP

SEAL / APPROVED BY

DANIEL M. COUGHLIN
FL. P.E. NO. 68619

ADVANCE WARNING SIGNAGE

FAA AP NO. 1
TAB: 1-22-PBI-A-070

REVISIONS

#	NO. DOCUMENT	DATE
1	ADD SIGN NO. 1	1/21/2022

DATE ISSUED: 12/11/2022

DESIGNED BY: YH

DRAWN BY: YH

REVIEWED BY: HMN

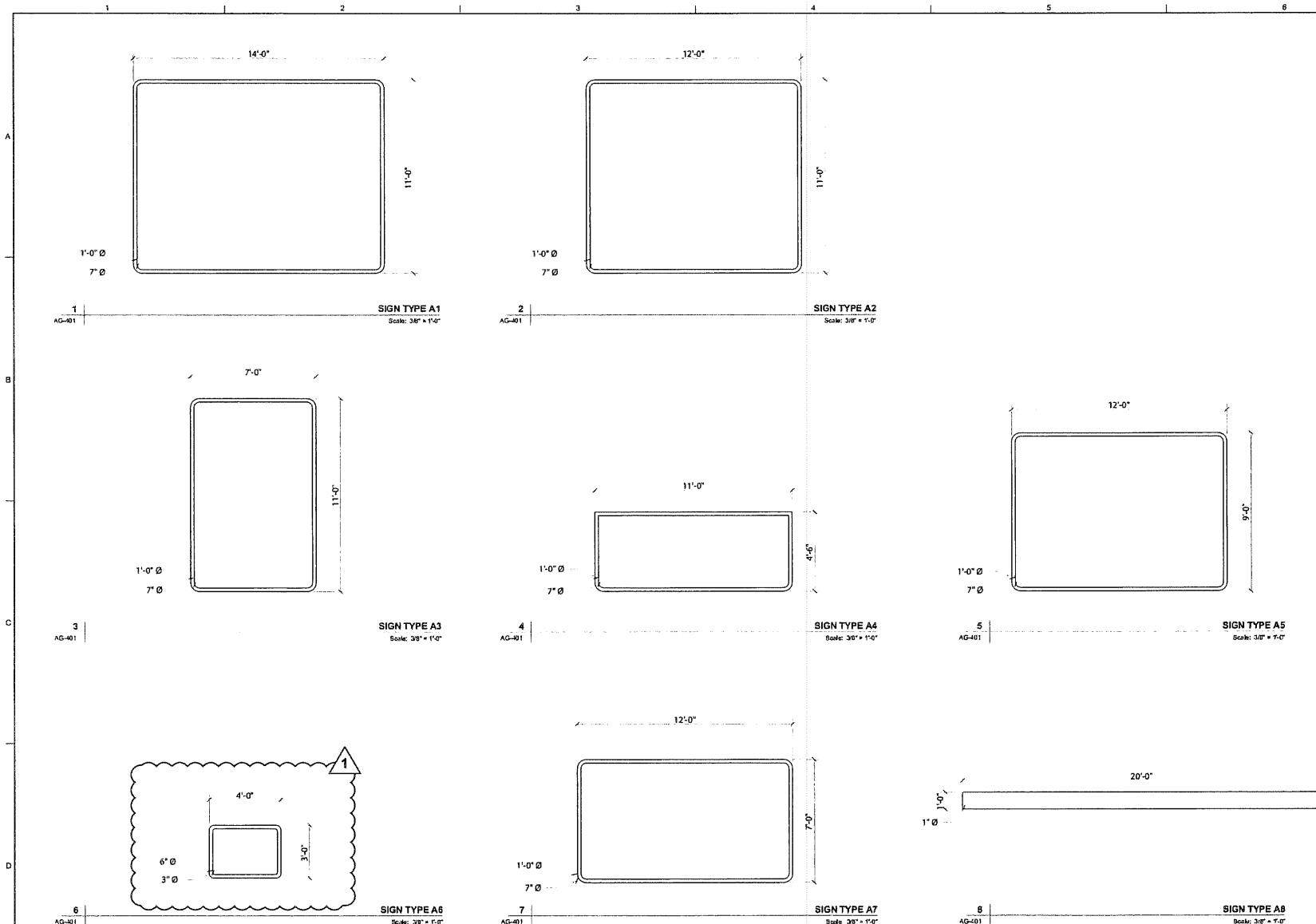
FILE NAME:

SHEET TITLE

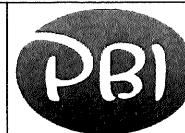
DOCUMENTATION OF EXISTING SIGNS

SHEET NUMBER

AG-202



THESE DRAWINGS EXPRESS VISUAL DESIGN INTENT ONLY. FINAL ENGINEERING, MATERIALS, AND FABRICATION SHALL REMAIN THE RESPONSIBILITY OF THE FABRICATOR. THE CONTENT OF THIS DOCUMENT IS SUBJECT TO THE DESIGN INTENT REQUIREMENTS OUTLINED IN THE SPECIFICATIONS. CONTRACTOR TO CONFIRM THE SIZE OF ALL PANELS PRIOR TO FABRICATION.



PALM BEACH INTERNATIONAL
AIRPORT

1000 JAMES L. TURNAGE BLVD.
WEST PALM BEACH, FLORIDA 33406

CONSULTANT / DESIGNER

AECOM

764 WEST COUNTRY CAMPBELL CAUSEWAY
TAMPA, FLORIDA 33607
LICENSE NO. BD 9111

DESIGNER

KEY MAP

SEAL / APPROVED BY

DANIEL M. COUGHLIN
FL. P.E. NO. 68619

ADVANCE WARNING SIGNAGE

PALM AP NO. 1
TABLE 1-ZZ-PBI-A-075

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	12/1/2022

DATE ISSUED: 12/1/2022

DESIGNED BY: YH

DRAWN BY: YH

REVIEWED BY: KWN

FILE NAME:

SHEET TITLE

SIGN PANEL
OVERVIEW

SHEET NUMBER

AG-401



PALM BEACH INTERNATIONAL
AIRPORT
1000 JAMES L. TURNAGE BLVD.
WEST PALM BEACH, FLORIDA 33406

CONSULTANT / DESIGNER
AECOM
7518 WEST COUNTRY CAMPBELL CAIRWAY
TAMPA, FLORIDA 33607
LICENSE NO. 02 8115

DESIGNER

KEY MAP

SEAL / APPROVED BY

DANIEL M. COUGHLIN
FL. P.E. NO. 86610

**ADVANCE WARNING
SIGNAGE**

TAA AP NO.:
TABX: 1-22-PBIA-070

REVISIONS		
1	NO DOCUMENTS ADDENDUM NO. 1	12/11/2022 1/18/2023

DATE ISSUED: 12/11/2022
DESIGNED BY: YH
DRAWN BY: YH
REVIEWED BY: KMN
FILE NAME:
SHEET TITLE

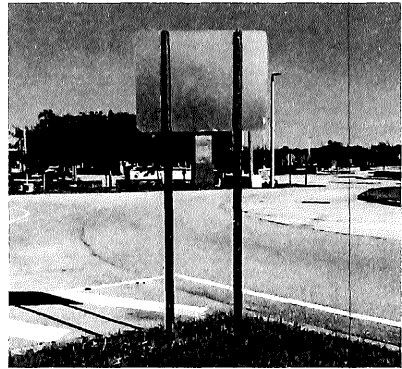
**SIGN FACE LAYOUTS
SIGN STRUCTURE
GM-03**

SHEET NUMBER
AG-411

1



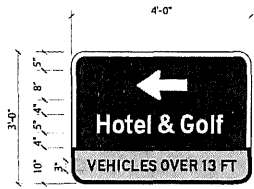
EXISTING FRONT VIEW



EXISTING BACK VIEW



PROPOSED



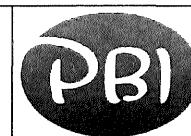
Panel A
Sign Type A6

NOTE
REPLACE EXISTING PANEL WITH NEW
PANEL. EXISTING POSTS TO BE REUSED.
NEW PANEL TO MATCH SIZE OF EXISTING
PANEL. PANEL SIZE IS ESTIMATED.
CONTRACTOR TO VERIFY SIZE OF
EXISTING SIGN PANEL PRIOR TO
FABRICATION.

1
AG-411
SIGN FACE LAYOUTS - SIGN STRUCTURE GM-03
Scale: 3/4" = 1'-0"



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PALM BEACH INTERNATIONAL
AIRPORT
1000 JAMES L. TURNAGE BLVD.
WEST PALM BEACH, FLORIDA 33406

CONSULTANT / DESIGNER
AECOM
7530 WEST COUNTRY CAMPBELL CAUSEWAY
TAMPA, FLORIDA 33607
LICENSE NO. ES 9119

DESIGNER

KEY MAP

SEAL / APPROVED BY

DANIEL M. COUGHLIN
FL. P.E. NO. 66610

ADVANCE WARNING SIGNAGE

FAA AP NO.:
TASK: 1-22-PB1A-070

REVISIONS		
#	REV DESCRIPTION	DATE
1	ADD SIGNAGE	12/11/2022

DATE ISSUED: 12/11/2022
DESIGNED BY: YH
DRAWN BY: YH
REVIEWED BY: KWN
FILE NAME:

SHEET TITLE

SIGN FACE LAYOUTS
SIGN STRUCTURE
GM-04

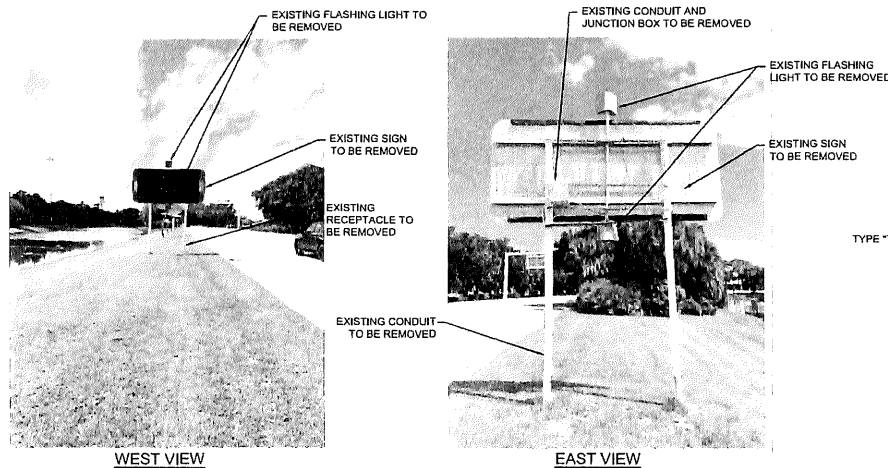
SHEET NUMBER
AG-412

TESTED AMPS	BUS A	7.9	BUS D	2.8	BUS C	2.7	KVA	2.8																		
TOTAL AMPS	BUS A	13.5	BUS D	6.4	BUS C	2.7	KVA	4.9																		
<table border="1"> <tr> <th>TESTED AMPS</th><th>BUS A</th><th>7.9</th><th>BUS D</th><th>2.8</th><th>BUS C</th><th>2.7</th><th>KVA</th><th>2.8</th></tr> <tr> <th>TOTAL AMPS</th><th>BUS A</th><th>13.5</th><th>BUS D</th><th>6.4</th><th>BUS C</th><th>2.7</th><th>KVA</th><th>4.9</th></tr> </table>									TESTED AMPS	BUS A	7.9	BUS D	2.8	BUS C	2.7	KVA	2.8	TOTAL AMPS	BUS A	13.5	BUS D	6.4	BUS C	2.7	KVA	4.9
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TOTAL AMPS	BUS A	13.5	BUS D	6.4	BUS C	2.7	KVA	4.9																		

TESTED AMPS	BUS A	7.9	BUS D	2.8	BUS C	2.7	KVA	2.8
TOTAL AMPS	BUS A	13.5	BUS D	6.4	BUS C	2.7	KVA	4.9
NAMED VOLTAGE	120/208	277/480	120/240	Branch Poles	12	18	24	30
RATED AMPS	100	175	100	Branch Poles	12	18	24	30
NEUTRAL BUS	100%	100%	100%	NEUTRAL BUS	100%	100%	100%	100%
CIRCUIT BREAKER (BOLT IN) BRANCH DEVICES	120/208	277/480	120/240	Branch Poles	12	18	24	30
MAIN LUGS ONLY	MAIN	45	AMPS	MAIN LUGS	45	AMPS	MAIN LUGS	45
PANEL BOARD MUST BE RATED TO INTERRUPT A SHORT CIRCUIT OF	10,000	AMPS	SYMMETRICAL	10,000	AMPS	SYMMETRICAL	10,000	AMPS
EXISTING MANUFACTURER: SQUARE D DNO	COPPER BUSES	75	SLURFEED LUGS	COPPER BUSES	75	SLURFEED LUGS	COPPER BUSES	75

KEYED NOTES:

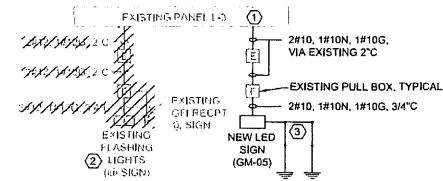
- CONTRACTOR SHALL PROVIDE AND INSTALL NEW CIRCUIT BREAKER IN THE EXISTING PANEL L-3 AND SHOWN IN SCHEDULE. CIRCUIT BREAKER SHALL MATCH THE EXISTING MANUFACTURER, TYPE AND RATINGS.
- CONTRACTOR SHALL DISCONNECT, REMOVE AND DISPOSE OF THE EXISTING FLASHING LIGHTS, RECEPTACLE AND CONDUCTORS FOR EXISTING SIGN TO BE REMOVED. REFER TO A-0 SERIES PLANS FOR ADDITIONAL INFORMATION. REMOVE CONDUCTORS BACK TO PANEL AND LABEL BREAKER AS SPARE. REMOVE AND DISPOSE OF ALL CONDUITS BETWEEN SIGN AND ADJACENT PULLBOX AND PROVIDE AND INSTALL NEW CONDUIT FROM PULL BOX TO NEW SIGN.
- CONTRACTOR SHALL PROVIDE AND INSTALL #6 BARE COPPER GROUND CONDUCTOR AND 2-3/4" DIA x 20' COPPER CLAD GROUND RODS (SEPARATED 10FT APART). GROUND RODS SHALL BE A MINIMUM OF 8FT FROM SIGN FOUNDATION. PROVIDE ADDITIONAL GROUND RODS AS NECESSARY TO ACHIEVE 10 OHMS OR LESS RESISTANCE BETWEEN SIGN FACE AND EARTH. COORDINATE GROUND CONDUCTOR ROUTING AND CONNECTION TO SIGN WITH SIGN MANUFACTURER.
- CONTRACTOR SHALL REMOVE AND DISPOSE OF THE EXISTING RETRACTABLE LIGHTED STOP SIGN, CONTROL PANEL, ANTENNA, CONDUIT AND CONDUCTOR SYSTEM. REMOVE CONDUIT AND CONDUCTORS BACK TO JUNCTION BOX AS SHOWN IN PHOTO AND CAP CONDUIT OPENING AND CONDUCTORS ACCORDINGLY.



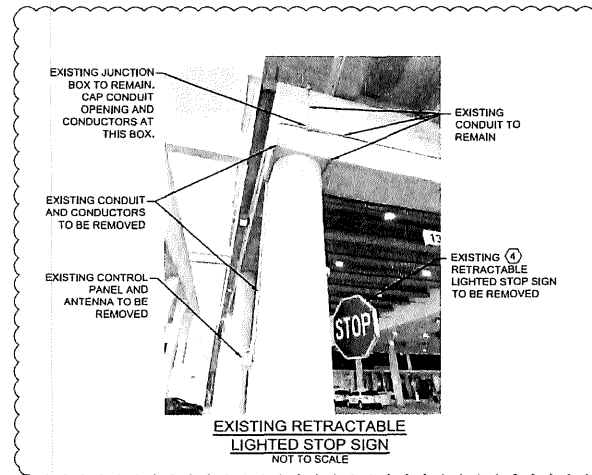
WEST VIEW

EAST VIEW

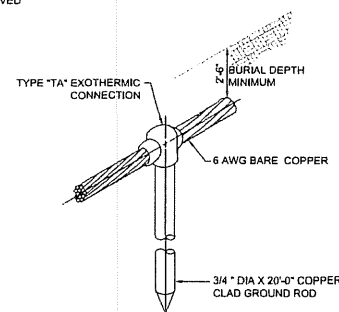
EXISTING SIGN WITH FLASHING LIGHTS
NOT TO SCALE



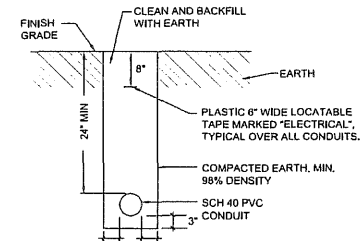
ELECTRICAL RISER DIAGRAM
NOT TO SCALE




EXISTING RETRACTABLE
LIGHTED STOP SIGN
NOT TO SCALE



GROUND ROD DETAIL
NOT TO SCALE



SINGLE CONDUIT IN EARTH
NOT TO SCALE



**PALM BEACH INTERNATIONAL
AIRPORT**

1000 JAMES L. TURNAGE BLVD.
WEST PALM BEACH, FLORIDA 33405

CONSULTANT / DESIGNER

AECOM

7650 WEST COURTNEY CAMPBELL CAUSEWAY
TAMPA, FLORIDA 33607
LICENSE NO. 60 8115


DESIGNER

QUANTUM

11100 N. W. 11TH AVE.
SUITE 100
MIAMI, FLORIDA 33157
TEL: 305.444.1111
FAX: 305.444.1112

KEY MAP

REAL / APPROVED BY



JAMES W. KAPPES
FL. P.E. NO. 71499

**ADVANCE WARNING
SIGNAGE**

FAA APP NO.:
TASK: 122-PBI-A-076

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED	12/11/2022
2	REVISION	1/8/2023

DATE ISSUED: 12/11/2022
DESIGNED BY: JWK
DRAWN BY: JWK
REVIEWED BY: ALC
FILE NAME:
SHEET TITLE

**ELECTRICAL RISER
DIAGRAMS,
SCHEDULE AND
DETAILS**

SHEET NUMBER

E-201

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

PROJECT NAME: Palm Beach International Airport
Advance Warning Signage

PROJECT NUMBER: Department of Airports Project No. **PB 22-16**

ADDENDUM NUMBER 2

Date of Issue: January 26, 2023

This addendum modifies or interprets the proposal documents by additions, deletions, clarifications, corrections, or other type of modifications. Addenda will become part of the Contract Documents. Proposers, upon receiving addenda, shall insert same into the Proposal Documents.

It is required that this Addendum Number 2 be signed in the Acknowledgement of Receipt below and attached to the Proposal and become part of the Proposal.

Acknowledgement of Receipt of Bidder

ADDENDUM NO. 2

This addendum includes the following:

Note: This Addendum Number 2 extends the bidding period of this contract by 1 week.

The Submission of Sealed Bids will be received by the Board of County Commissioners, Palm Beach County, Florida, until **2:00 P.M. on February 7, 2023**, ("Bid Due Date") at Palm Beach County Department of Airports, 846 Palm Beach International Airport West Palm Beach, Florida 33406. The deadline for questions related to the Bid has also been extended and will be received until January 31, 2023.

1. Project Manual

- 1.1. **Invitation to Bid: Remove** pages Invitation to Bid - 1 and 2 and **Replace** with pages Invitation to Bid-1r and 2r, dated January 2023, Addendum No. 2.
Revised "Bid Due Date" to **February 7, 2023**.

2. Contract Drawings

- 2.1. **Sheet AG-402, Sign Face Layouts Sign Structure RD-01A**
Remove Sheet AG-402 and **Replace** with attached Sheet AG-402, Revision 1, Dated 01/24/2023. Added notes regarding FDOT Sign Structure.

3. Bidder's Questions

- 3.1. **N/A**

4. This Addendum includes the following attachments:

- 4.1. Invitation to Bid, pages Invitation to Bid-1r and 2r, dated January 2023, Addendum No. 2
- 4.2. Sheet Number AG-402, Sign Face Layouts Sign Structure RD-01A, Revision 1, Dated 01/24/2023

Note: The deadline for questions is January 31, 2023, seven (7) calendar days prior to the date for receipt of bids.

END OF ADDENDUM 2

INVITATION TO BID

Submission of Sealed Bids. Sealed Bids, consisting of the Primary Bid Documents, will be received by the Board of County Commissioners, Palm Beach County, Florida, until **2:00 P.M.** on **February 7, 2023**, ("Bid Due Date") at Palm Beach County Department of Airports, 846 Palm Beach International Airport West Palm Beach, Florida 33406. The Primary Bid Documents received by this time will be opened the following day, in accordance with the Invitation to Bid and Instructions to Bidders, at or after 2:00 p.m. at the above address at a public meeting. This 24-hour delay is to permit Bidders additional time to submit the required Supplemental Bid Documents which evidence Bidder's efforts to meet the requirement of the County's SBE Ordinance and other contract provisions specified in the Invitation to Bid or Instructions to Bidders. Failure to submit the Supplemental Bid Documents prior to or within this twenty-four hour period will result in the rejection of the Bid and return of the Bid Bond.

Project Description. The bids will be for furnishing all work, materials, labor, supervision, equipment, supplies, fees expertise, and services necessary for the construction of:

**Advance Warning Signage
Palm Beach International Airport
PB 22-16
AECOM (E.O.R.)**

The Work consists of installing Oversize Vehicle Warning System and adding new wayfinding signage.

Contract Documents. All conditions and requirements for Bid submission, consideration, and award are contained in the Contract Documents. The Contract Documents will be available beginning **December 12, 2022**. The Contract Documents (except for confidential building plans and/or drawings) may be downloaded from the County's on-line Vendor Self-Service (VSS) system at

<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

EBO Program. Pursuant to the Palm Beach County Code Section 2-80.20-2-80.4, the Equal Business Opportunity (EBO) Ordinance, the County will provide contracting and subcontracting opportunities for S/M/WBEs. The following Affirmative Procurement Initiatives (APIs) apply to this project:

A Palm Beach County Small Business Enterprise (SBE) Price Preference is in effect for this solicitation.

When a mandatory SBE or M/WBE goal applies to this solicitation, then any bid that fails to comply with the required goal shall be deemed non-responsive after the period allowed for waiver requests has lapsed. If a bidder is unable to comply with a required goal, such bidder shall submit a request for a waiver or partial waiver at least 7 days prior to the bid due date.

If a bidder requests a waiver from a goal from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request.

Form Revised 08/27/21

Project Specific Non-Federal
Advance Warning Signage
Palm Beach International Airport

Invitation to Bid - 1r

January 2023
Addendum No. 2

Additionally if the waiver is granted the solicitation will be amended accordingly and the due date extended again. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on the County's EBO Program.

Licenses. At the time of Bid submission each bidder, and all identified subcontractors, must be properly certified and licensed in the State of Florida or certifications required by the State of Florida and/or Palm Beach County, as applicable, for the purpose of performing the specified work.

Bid Security. Bid proposals must be submitted on the forms provided by Palm Beach County and accompanied by a proposal guaranty in the form of a certified check, cashier's check, money order or a bid bond in favor of Palm Beach County in the amount of not less than five percent (5%) of the bid price. A public construction bond (100%) will be required of the successful bidder within fourteen Days of the "Notification from Owner". All bids and required Supplemental Bid Documents must be submitted in separate sealed envelopes as described in the "INSTRUCTIONS TO BIDDERS".

Pre-Bid Conference. Bidders are encouraged to attend a Pre-bid Conference to be held at **10:00 AM** Local Time, on **January 5, 2023**, in the Department's main conference room. Interested individuals can contact the Department of Airports for directions:

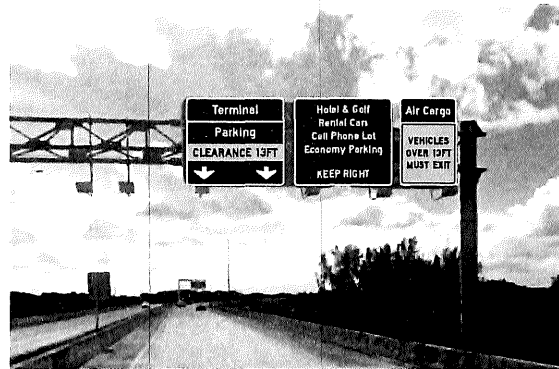
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406
(561) 471-7462

Florida Public Entities Crimes/Convicted Vendor List. In accordance with F.S. 287.133(2)(a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Palm Beach County) in excess of Ten Thousand dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

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



EXISTING FOOT SPAN STRUCTURE NO. 935872



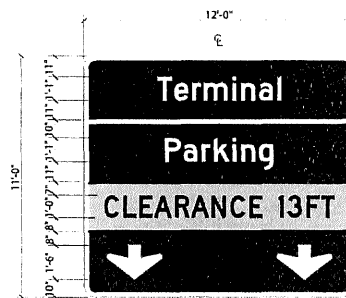
PROPOSED

FDOT SPAN STRUCTURE NO. 935872 NOTES

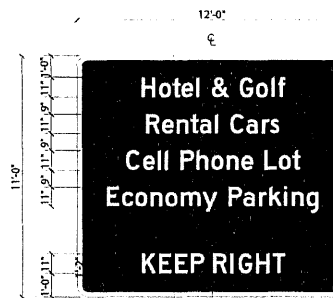
CONTRACTOR SHALL COMPLY WITH AND PERFORM ALL WORK IDENTIFIED BELOW. COORDINATE ALL WORK WITH JACKSON ARNOLD OF LOUIS BERGER, 148 GC PERMIT INSPECTOR @ 561-569-5344 OR EMAIL: JACKSON.ARNOLD@WSP.COM

- THIS PERMIT IS VALID ONLY FOR WORK PROPOSED WITHIN THE DOT RIGHT-OF-WAY. CERTIFICATION ACCEPTANCE AND FINAL APPROVAL IS CONTINGENT UPON CONFORMITY OF ALL WORK COMPLETED ACCORDING TO THIS PERMIT AND THE RESTORATION OF THE RIGHT-OF-WAY.
- ALL MATERIALS AND CONSTRUCTION WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN (FDOT) RIGHT-OF-WAY SHALL CONFORM TO THE LATEST VERSION OF FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND LATEST VERSION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- ALL MAINTENANCE OF TRAFFIC (MOT) FOR THIS PROJECT WILL BE IN COMPLIANCE WITH THE DEPARTMENT'S CURRENT EDITION OF THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION INDICES (102-400 SERIES) AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- THE OPERATIONS ENGINEER OR HIS DESIGNER RESERVES THE RIGHT TO DIRECT THE REMOVAL, RELOCATION, MODIFICATION OF ANY TRAFFIC DEVICE(S) AT THE PERMITTEE'S SOLE EXPENSE. SPECIAL ATTENTION WILL BE GIVEN TO INDICES 102-411, 102-412, 102-413, 102-414, 102-415, 102-416 AND 102-460.
- ALL SIGNS INSTALLED SHALL ADHERE TO THE FDOT DESIGN MANUAL (FDM) CHAPTER 215 AND FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION 700-010 AND 700-101 AND ALL OTHER INDICES FOR SINGLE AND MULTIPLE COLUMN GROUND SIGNS.
- IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN FINAL ACCEPTANCE OF PERMITTED WORK (COMPLETED) AND THE RESTORATION OF THE RIGHT-OF-WAY FROM THE FDOT PRIOR TO USAGE.
- PERMITTEE WILL RESTORE THE RIGHT-OF-WAY, AS A MINIMUM, TO ITS ORIGINAL CONDITION OR BETTER IN ACCORDANCE W/ FDOT'S LATEST STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.
- RESTRICTED HOURS OF OPERATION FOR LANE CLOSURES WILL BE FROM 8:00 AM TO 4:00 PM (MONDAY-FRIDAY), UNLESS OTHERWISE APPROVED BY THE OPERATIONS ENGINEER, OR DESIGNER. NOT BE PICKED UP BY 4:00 PM AND NOT START BEFORE 8:00 AM.
- PERMITTEE'S CONTRACTORS THAT ARE PERFORMING PERMITTED WORK ACTIVITIES SHALL PROVIDE THE FDOT (PERMIT OFFICE) PROOF OF A PROPER STATE CONTRACTOR'S LICENSE, CERTIFICATE OF LIABILITY INSURANCE AND MOT CERT W/ 247 CONTACT # AND EMAIL ATTACHED PRIOR TO ANY COMMENCEMENT OF PERMITTED WORK.
- PERMITTEE SHALL OBTAIN A FDOT UTILITY PERMIT FOR INSTALLATION AND/OR RELOCATION OF EXISTING UTILITY FACILITIES PRIOR TO COMMENCING WORK IN THE FDOT ROW.
- PRIOR TO ANY WORK REQUIRING LAND CLOSURES, MOBILE OPERATIONS OR TRAFFIC PAGING OPERATIONS, THE CONTRACTOR OR PERMITTEE SHALL SUBMIT A REQUEST TO THE DEPARTMENT THAT INCLUDES THE TIME, LOCATION AND DESCRIPTION OF WORK BEING PERFORMED. THE LANE CLOSURE REQUEST SHALL BE SUBMITTED TO THE DEPARTMENT A MINIMUM OF 2 WEEKS PRIOR TO THE PROPOSED CLOSURE DATE AND MUST BE APPROVED BY THE DEPARTMENT BEFORE WORK BEGINNING WITHIN FDOT ROW. YOU MUST ALSO COMPLY WITH THE LANE CLOSURE ANALYSIS AS OUTLINED IN THE FDOT DESIGN MANUAL (FDM) 241.4.2.7. THE REQUEST SHALL BE ENTERED INTO THE LANE CLOSURE INFORMATION SYSTEM (LCIS) BY THE PERMITTEE AT THE FOLLOWING URL ADDRESS: [HTTPS://WWW.FDOT.COM/LCIS](https://www.fdot.com/lcis). EACH REQUEST WILL BE RECEIVED BY THE APPROPRIATE DEPARTMENT PERSONNEL FOR COMPLIANCE WITH THE CONTRACT OR PERMIT REQUIREMENTS AND COORDINATION WITH ADJACENT PROJECTS OR WORK ACTIVITIES.
- PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE.
- PERMITTEE WILL PROVIDE THE FDOT WITH CERTIFIED "AS-BUILT" PLANS PRIOR TO FINAL ACCEPTANCE OF THE PERMITTED WORK.

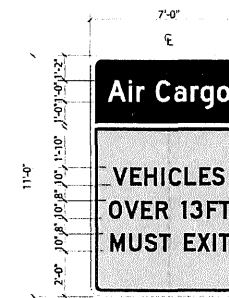
1



Panel A
Sign Type A2



Panel B
Sign Type A2



Panel C
Sign Type A3

NOTES
PANEL SIZES ARE ESTIMATED.
CONTRACTOR TO VERIFY SIZE PROPOSED
PANEL SIZE AND PLACEMENT WILL FIT ON
STRUCTURE PRIOR TO FABRICATION.
THE HEIGHT OF ALL SIGNS MUST REMAIN
CONSISTENT IF PANEL SIZE
MODIFICATIONS ARE REQUIRED.

ATTACH SIGNS PER FDOT STANDARDS.

SIGN FACE LAYOUTS - SIGN STRUCTURE RD-01A

Scale: 3/8" = 1'-0"



PALM BEACH INTERNATIONAL
AIRPORT
1000 JAMES L. TURNAGE BLVD.
WEST PALM BEACH, FLORIDA 33406

CONSULTANT / DESIGNER



DESIGNER

KEY MAP

REAL / APPROVED BY

DANIEL M. COUGHLIN
FL. P.E. NO. 66619

ADVANCE WARNING SIGNAGE

FAA AP NO.:
TASK: 1-22-PBI-A-070

REVISIONS

NO.	DESCRIPTION	DATE
1	ADD DOCUMENTS	12/11/2022

DATE ISSUED: 12/11/2022

DESIGNED BY: YH

DRAWN BY: YH

REVIEWED BY: KMN

FILE NAME:

SHEET TITLE

SIGN FACE LAYOUTS
SIGN STRUCTURE
RD-01A

SHEET NUMBER

AG-402

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

PROJECT NAME: Palm Beach International Airport
Advance Warning Signage

PROJECT NUMBER: Department of Airports Project No. PB 22-16

ADDENDUM NUMBER 3

Date of Issue: February 01, 2023

This addendum modifies or interprets the proposal documents by additions, deletions, clarifications, corrections, or other type of modifications. Addenda will become part of the Contract Documents. Proposers, upon receiving addenda, shall insert same into the Proposal Documents.

It is required that this Addendum Number 3 be signed in the Acknowledgement of Receipt below and attached to the Proposal and become part of the Proposal.

Acknowledgement of Receipt of Bidder

ADDENDUM NO. 3

This addendum includes the following:

1. Project Manual

1.1. **No Changes:**

2. Contract Drawings

2.1. Sheet AG-001, Sheet Index and General Notes

Add the following Pay Item General Note 6 to Sheet AG-001.

"Price for Bid Items:

*104453-1 Over Height Vehicle Warning System - Sensor 1,
104453-2 Over Height Vehicle Warning System - Sensor 2,
104453-3 Over Height Vehicle Warning System - Sensor 3,
Shall include all items described on Sheet AG-415 Overheight
Warning System and Specification Section 101453 Overheight Vehicle
Detection System and all items required to provide and install a
complete and operating Over Height Vehicle Warning System."*

3. Bidder's Questions

3.1. **N/A**

Note: Bids will be received until 2:00 P.M. on February 7, 2023, ("Bid Due Date") at Palm Beach County Department of Airports, 846 Palm Beach International Airport West Palm Beach, Florida 33406.

END OF ADDENDUM 3

**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR
PALM BEACH INTERNATIONAL AIRPORT
ADVANCE WARNING SIGNAGE**

TABLE OF CONTENTS

SECTION NO.	DESCRIPTION	PAGE NO.
PART I – CONTRACT DOCUMENTS		
	ADVERTISEMENT FOR BID	
	INVITATION TO BID	INV-1
	INSTRUCTIONS TO BIDDERS	IB-1
1.0	Definitions	IB-1
2.0	Licenses, Business Tax, Policy Regarding Subcontractors	IB-3
3.0	Bidders Representations	IB-4
4.0	Bidding Documents	IB-11
5.0	Bidding Procedure	IB-13
6.0	Consideration of Bids and Award Of Contract	IB-23
7.0	Time	IB-25
8.0	Voluntary Partnering	IB-25
9.0	Public Bid Disclosure Fees	IB-25
10.0	Construction Incentive Program	IB-26
11.0	Early Completion Incentive	IB-26
12.0	Liquidated Damages	IB-26
13.0	Lobbying	IB-26
14.0	Living Wage	IB-27
15.0	Criminal History Records Check	IB-28
16.0	Palm Beach County Office of Inspector General	IB-29
17.0	Incentives	IB-29
18.0	Department Specific Instructions	IB-31
	BID FORMS AND ATTACHMENTS	BF-1
	Attachment No 1 Bid Bond	
	Attachment No 2 SBE Schedules	
	Attachment No 3 List of Subcontractors/Self Performed Trades	
	Attachment No 4 Trench Safety Affidavit	
	Attachment No 5 Certification of Business Location	
	Attachment No 5a Certification of Business Location – Glades Subcontractor	
	Attachment No 6 Bid Form	
	Attachment No 7 E-Verify Certification	
	CONTRACT DOCUMENTS	CD-1
	Contract	CD-1
	Public Construction Bond	PCB-1
	Form of Guarantee	FG-1
	Living Wage Certification	LWC-1
	Corporate Certificate	CC-1

SECTION NO.	DESCRIPTION	PAGE NO.
	GENERAL CONDITIONS	GC-1
GC 1	Entire Agreement	GC-5
GC 2	Independent Contractor	GC-5
GC 3	Authorized Representatives	GC-5
GC 4	Notices	GC-6
GC 5	Laws and Regulations	GC-6
GC 6	Standards and Codes	GC-7
GC 7	Code Related Inspections	GC-7
GC 8	Governing Law	GC-7
GC 9	Rights and Remedies	GC-7
GC 10	Commercial Activities	GC-8
GC 11	Cooperation with Others	GC-8
GC 12	Forms and Documents	GC-8
GC 13	Publicity and Advertising	GC-9
GC 14	Taxes	GC-9
GC 15	Fees	GC-9
GC 16	Utilities	GC-9
GC 17	Successors, Assigns and Assignment	GC-10
GC 18	Examination of Contractor's Records	GC-10
GC 19	Coordination and Correlation of Drawings and Specifications	GC-10
GC 20	Permit Drawings and Specifications	GC-10
GC 21	Contract Interpretation	GC-11
GC 22	Disputes	GC-11
GC 23	Suspension	GC-12
GC 24	Declaration of Default	GC-13
GC 25	Termination for Default	GC-13
GC 26	Optional Termination	GC-14
GC 27	Extension of Time/No Damages for Delay	GC-15
GC 28	Warranty	GC-17
GC 29	Patent Indemnity	GC-19
GC 30	Indemnity	GC-19
GC 31	Insurance	GC-20
GC 32	Site Conditions	GC-26
GC 33	Differing Site Conditions	GC-26
GC 34	Access to Work Areas	GC-26
GC 35	Contractor Ingress and Egress	GC-27
GC 36	Preconstruction Conference	GC-27
GC 37	Contractor Meetings	GC-27
GC 38	Not Used	GC-27
GC 39	Delivery, Unloading and Storage	GC-27
GC 40	Contractor's Work Area	GC-27
GC 41	Contractor's Plant, Equipment and Facilities	GC-28
GC 42	Contractor-Furnished Materials, Equipment and Workmanship	GC-28
GC 43	Substitutions	GC-29
GC 44	Expediting	GC-30
GC 45	Field Layout of Work	GC-30
GC 46	Contractor Furnished Drawings, Data and Samples	GC-31

SECTION NO.	DESCRIPTION	PAGE NO.
GC 47	Construction Schedule	GC-33
GC 48	Responsibility for Work Security	GC-35
GC 49	Protection of Work in Progress, Materials and Equipment	GC-35
GC 50	Protection of Existing Property	GC-36
GC 51	Labor	GC-36
GC 52	Equal Employment Opportunity	GC-37
GC 53	Safety & Protection of Persons & Property	GC-38
GC 54	Project Site Protection	GC-42
GC 55	Fire Prevention	GC-42
GC 56	Illumination	GC-42
GC 57	Best Management Practices	GC-43
GC 58	Dust Control	GC-43
GC 59	Water Pollution	GC-44
GC 60	Air Pollution	GC-44
GC 61	Explosives & Hazardous Materials	GC-44
GC 61(a)	Asbestos Notification	GC-44
GC 62	Inspection: Rejection of Materials and Workmanship	GC-45
GC 63	Testing	GC-46
GC 64	Progress	GC-46
GC 65	Changes	GC-46
GC 66	Record Drawings and Specifications	GC-51
GC 67	Measurement of and Payment for Work	GC-52
GC 68	Progress Payment Procedures	GC-53
GC 69	Use of Completed Portions of Work	GC-57
GC 70	Allowances and Unit Prices	GC-58
GC 71	Substantial Completion	GC-58
GC 72	Final Inspection and Acceptance	GC-60
GC 73	Disposal of Material Outside Project Limits	GC-60
GC 74	Identity of Interest with Subcontractors/Suppliers	GC-61
GC 75	Cleaning Up	GC-61
GC 76	Project Signs	GC-61
GC 77	Construction Incentive Program	GC-61
GC 78	Severability	GC-62
GC 79	Public Records and Confidential Information	GC-63
GC 80	Liquidated Damages	GC-65
GC 81	Disclaimer of Consequential Damages	GC-66
GC 82	E-Verify	GC-66
	Attachment A: Forms	GC-67
	SPECIAL CONDITIONS	SC-1
SC 1	Special Conditions	SC-3
SC 2	Project Team	SC-3
SC 3	Location Of Work	SC-3
SC 4	Work Constraints	SC-3
SC 5	Field Office	SC-4
SC 6	Concurrent Work	SC-4
SC 7	Pesticides And Herbicides Application	SC-4
SC 8	NPDES Permit For Storm Water Discharge	SC-4

SECTION NO.	DESCRIPTION	PAGE NO.
SC 9	Criminal History Records Check	SC-4
SC 10	Taxes	SC-5
PART II – TECHNICAL SPECIFICATIONS		
01035	Safety & Security – Palm Beach International Airport	01035-1
01036	Requirements For Contractors Requesting PBIA Airport Id's	01036-1
01320	Construction Progress Documentation	01320-1
01330	Submittal Procedures	01330-1
01400	Quality Control Services	01400-1
01700	Contract Closeout	01700-1
01720	Project Record Documents	01720-1
01740	Warranties and Bonds	01740-1
P-100	FDOT Standard Specifications for Road and Bridge Construction	P-100-1
10 14 00	Signage	101400-1
10 14 53	Overheight Vehicle Detection System	101453-1
26 00 00	Basic Electrical Requirements	260000-1
26 05 19	Electrical Power Conductors and Cables	260519-1
26 05 26	Grounding	260526-1
26 05 33	Raceways for Electrical Systems	260533-1
PART III – CONSTRUCTION DRAWINGS		
SHEET NO.	SHEET TITLE	
	COVER	
AG-001	SHEET INDEX & GENERAL NOTES	
AG-002	GRAPHIC STANDARDS & MATERIALS	
AG-100	SIGN LOCATION PLAN LAYOUT	
AG-101	SIGN LOCATION PLAN AREA 1	
AG-102	SIGN LOCATION PLAN AREA 2	
AG-103	SIGN LOCATION PLAN AREA 3	
AG-104	SIGN LOCATION PLAN AREA 4	
AG-201	DOCUMENTATION OF EXISTING SIGNS	
AG-202	DOCUMENTATION OF EXISTING SIGNS	
AG-401	SIGN PANEL OVERVIEW	
AG-402	SIGN FACE LAYOUTS SIGN STRUCTURE RD-01A	
AG-403	SIGN FACE LAYOUTS SIGN STRUCTURE RD-02	
AG-404	SIGN FACE LAYOUTS SIGN STRUCTURE RD-03	
AG-405	SIGN FACE LAYOUTS SIGN STRUCTURES RD-04	
AG-406	SIGN FACE LAYOUTS SIGN STRUCTURE RD-08 & RD-09	
AG-407	SIGN FACE LAYOUTS SIGN STRUCTURE RD-10	
AG-408	SIGN FACE LAYOUTS SIGN STRUCTURE RD-11A	
AG-409	SIGN FACE LAYOUTS SIGN STRUCTURE RD-12 & RD-13	
AG-410	SIGN FACE LAYOUTS SIGN STRUCTURE GM-02	
AG-411	SIGN FACE LAYOUTS SIGN STRUCTURE GM-03	
AG-412	SIGN FACE LAYOUTS SIGN STRUCTURE GM-04	
AG-413	SIGN FACE LAYOUTS SIGN STRUCTURE GM-05	
AG-414	SIGN FACE LAYOUTS SIGN STRUCTURE GM-12	
AG-415	OVERHEIGHT WARNING SYSTEM	

SECTION NO.	DESCRIPTION	PAGE NO.
AG-416	OVERHEIGHT WARNING SYSTEM GENERAL NOTES	
AG-501	SIGN FABRICATION DETAILS	
AG-502	SIGN FABRICATION DETAILS	
E-001	ELECTRICAL GENERAL NOTES	
E-002	ELECTRICAL SITE PLAN	
E-003	ELECTRICAL RISER DIAGRAMS, SCHEDULE AND DETAILS	

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PART I – CONTRACT DOCUMENTS

PBIA ADVANCE WARNING SIGNAGE

ADVANCE WARNING SIGNAGE

ADVERTISEMENT FOR BID / INVITATION TO BID

ADVERTISEMENT FOR BID

Receipt of Sealed Bids. Sealed Bids, consisting of the Primary Bid Documents, will be received by the Board of County Commissioners, Palm Beach County, Florida, until 2:00 P.M. on **January 31, 2023**, ("Bid Due Date") at Palm Beach County Department of Airports, 846 Palm Beach International Airport West Palm Beach, Florida 33406. The Bid Documents received by the Bid Due Date will be opened on the following day at 2:00 p.m. at a public meeting at the above address.

Project Name: **Advance Warning Signage**
Airport: **Palm Beach International Airport**
Project Number: **PB 22-16**
Architect/Engineer of Record: **AECOM**

General Description of the Project. The Work consists of installing Oversize Vehicle Warning System and adding new wayfinding signage.

Contract Documents. All conditions and requirements for Bid submission, consideration, and award are contained in the Contract Documents which will be available beginning **December 12, 2022**. The Contract Documents (except for confidential building plans and/or drawings) may be downloaded from the County's on-line Vendor Self-Service (VSS) system at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

Pre-Bid Conference. Bidders are invited to attend a non-mandatory pre-bid conference to be held on **January 5, 2023**, at **10:00 A.M.** 846 Palm Beach International Airport, West Palm Beach. Attendance at this pre-bid conference is recommended and encouraged.

EBO Program. Pursuant to the Palm Beach County Code Section 2-80.20-2-80.4, the Equal Business Opportunity (EBO) Ordinance, the County will provide contracting and subcontracting opportunities for S/M/WBEs. The following Affirmative Procurement Initiatives (APIs) apply to this project:

A Palm Beach County Small Business Enterprise (SBE) Price Preference is in effect for this solicitation.

When a mandatory SBE or M/WBE goal applies to this solicitation, then any bid that fails to comply with the required goal shall be deemed non-responsive after the period allowed for waiver requests has lapsed. If a bidder is unable to comply with a required goal, such bidder shall submit a request for a waiver or partial waiver at least 7 days prior to the bid due date. If a bidder requests a waiver from a goal from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted the solicitation will be amended accordingly and the due date extended again.

Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on the County's EBO Program.

Palm Beach County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

ATTEST:

JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

PUBLISH: Palm Beach Post

Sunday: _____, Sunday: _____,

INVITATION TO BID

Submission of Sealed Bids. Sealed Bids, consisting of the Primary Bid Documents, will be received by the Board of County Commissioners, Palm Beach County, Florida, until **2:00 P.M.** on **February 7, 2023**, ("Bid Due Date") at Palm Beach County Department of Airports, 846 Palm Beach International Airport West Palm Beach, Florida 33406. The Primary Bid Documents received by this time will be opened the following day, in accordance with the Invitation to Bid and Instructions to Bidders, at or after 2:00 p.m. at the above address at a public meeting. This 24-hour delay is to permit Bidders additional time to submit the required Supplemental Bid Documents which evidence Bidder's efforts to meet the requirement of the County's SBE Ordinance and other contract provisions specified in the Invitation to Bid or Instructions to Bidders. Failure to submit the Supplemental Bid Documents prior to or within this twenty-four hour period will result in the rejection of the Bid and return of the Bid Bond.

Project Description. The bids will be for furnishing all work, materials, labor, supervision, equipment, supplies, fees expertise, and services necessary for the construction of:

**Advance Warning Signage
Palm Beach International Airport
PB 22-16
AECOM (E.O.R.)**

The Work consists of installing Oversize Vehicle Warning System and adding new wayfinding signage.

Contract Documents. All conditions and requirements for Bid submission, consideration, and award are contained in the Contract Documents. The Contract Documents will be available beginning **December 12, 2022**. The Contract Documents (except for confidential building plans and/or drawings) may be downloaded from the County's on-line Vendor Self-Service (VSS) system at

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If a bidder requests a waiver from a goal from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request.

Form Revised 08/27/21

Project Specific Non-Federal
Advance Warning Signage
Palm Beach International Airport

Invitation to Bid - 1r

January 2023
Addendum No. 2

Additionally if the waiver is granted the solicitation will be amended accordingly and the due date extended again. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on the County's EBO Program.

Licenses. At the time of Bid submission each bidder, and all identified subcontractors, must be properly certified and licensed in the State of Florida or certifications required by the State of Florida and/or Palm Beach County, as applicable, for the purpose of performing the specified work.

Bid Security. Bid proposals must be submitted on the forms provided by Palm Beach County and accompanied by a proposal guaranty in the form of a certified check, cashier's check, money order or a bid bond in favor of Palm Beach County in the amount of not less than five percent (5%) of the bid price. A public construction bond (100%) will be required of the successful bidder within fourteen Days of the "Notification from Owner". All bids and required Supplemental Bid Documents must be submitted in separate sealed envelopes as described in the "INSTRUCTIONS TO BIDDERS".

Pre-Bid Conference. Bidders are encouraged to attend a Pre-bid Conference to be held at **10:00 AM** Local Time, on **January 5, 2023**, in the Department's main conference room. Interested individuals can contact the Department of Airports for directions:

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406
(561) 471-7462

Florida Public Entities Crimes/Convicted Vendor List. In accordance with F.S. 287.133(2)(a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Palm Beach County) in excess of Ten Thousand dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

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

ADVANCE WARNING SIGNAGE

INSTRUCTIONS TO BIDDERS

PALM BEACH COUNTY
INSTRUCTIONS TO BIDDERS

PROJECT NO:

SECTION DESCRIPTIONS

1. **DEFINITIONS**
2. **LICENSES, BUSINESS TAX, POLICY REGARDING SUBCONTRACTORS**
3. **BIDDER'S REPRESENTATIONS**
4. **BIDDING DOCUMENTS**
5. **BIDDING PROCEDURE**
- 5.3 **SMALL BUSINESS ENTERPRISE PROGRAM**
6. **CONSIDERATION OF BIDS AND AWARD OF CONTRACT**
7. **TIME**
8. **VOLUNTARY PARTNERING**
9. **PUBLIC BID DISCLOSURE COMPLIANCE FEES**
10. **CONSTRUCTION INCENTIVE PROGRAM**
11. **EARLY COMPLETION INCENTIVE**
12. **LIQUIDATED DAMAGES**
13. **LOBBYING**
14. **LIVING WAGE**
15. **CRIMINAL HISTORY RECORDS CHECK**
16. **PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL**
17. **INCENTIVES**
18. **DEPARTMENT SPECIFIC INSTRUCTIONS**

Attachment A – Affirmative Procurement Initiatives (APIs)

Attachment B – Waiver Request

Attachment C - Good Faith Efforts

1.0 **DEFINITIONS**

1.1 **Addenda** are written, or graphic instruments issued by the County via the Department prior to the submission of bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections or other type of modifications. Addenda will become part of the Contract Documents when the Contract is executed. Bidders, upon receiving Addenda, shall insert same into the Bidding Documents.

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

1.3 The **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deducted for sums stated in Additive or Deductive Bid Items.

1.4 A **Bid** is a complete and properly signed offer to do the Work or designated portion thereof, for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The term **Bidder** means one who submits a Bid directly to the County, as distinguished from a sub-bidder who submits a bid to a Bidder.

1.6 **Bidding Documents** include the Invitation to Bid, Instructions to Bidders, Index of Drawings, the Bid Form and Attachments, Bid Bond and Contract Forms, the Contract conditions (General and Special), technical specifications, drawings, exhibits thereto and any Addenda issued prior to the date designated for receipt of bids.

1.7 The **Contract Documents** consist of the following:

- The Contract and any amendments and change orders thereto;
- The Special Conditions to the Contract;
- The General Conditions to the Contract;
- The Invitation for Bid and Instructions to Bidders, Index of Drawings and any Addenda thereto;
- Completed Bid Form and Attachments and Bid Bond;
- The Pubic Construction Bond and the Form of Guarantee; and
- Technical Specifications, Addenda, Drawings/Plans and revisions thereto.

1.8 The term **Contractor** shall mean the person or entity who is the successful bidder and who executes a contract with Palm Beach County and who is identified in the Contract and is referred to throughout the Contract Documents. Contractor may mean the Contractor or its authorized representative as the contract context requires.

1.9 The term **County** or **Owner** shall mean the Board of County Commissioners of Palm Beach County, Florida.

1.10 The term **Day** or **Days** shall mean a calendar day or calendar days unless specifically stated otherwise in the Contract Documents. A calendar day begins at 12:00:00 midnight and ends 24 hours later at 11:59:59 p.m.

1.11 The term **Department** shall mean the Palm Beach County, Department of Airports

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

1.13 **Palm Beach County**, is a political subdivision of the State of Florida, as represented by its Board of County Commissioners (hereinafter called "County"). Where the word "approval" is mentioned, "approval" shall mean action by the Board of County Commissioners, or designated representative.

1.14 **Primary Bid Documents** means the completed Bid Form, Attachment No. 1, the Bid Bond and Attachment No 6 Unit Price Bid Form (Applicable to Unit Price Contracts) as further described in Section 5.1.9 of these Instructions to Bidders.

1.15 **Supplemental Bid Documents** means Attachments Numbers 2-5a and 7 as further described in Section 5.1.9 of these Instructions to Bidders.

1.16 The term **Work** as used herein refers to the construction and services required by the Contract Documents and includes all permits, labor, materials, equipment, and services provided by the Contractor to fulfill the Contractor's obligations.

2.0 LICENSES, BUSINESS TAX, POLICY REGARDING SUBCONTRACTORS

2.1 **Licenses**. Bidders and their proposed subcontractors of any tier regulated by the Florida Construction Industry Licensing Board or the Construction Industry Licensing Board of Palm Beach County shall be properly qualified and licensed/certified by the appropriate Board or Boards as required by Florida Statute Chapter 489, or Special Act, Laws of Florida Chapter 67-1876 prior to the time of submission of the bid. The Bidder and subcontractors, including specialty contractors, are required to have an active State Contractors Certification or an active Palm Beach County Certificate of Competency at time of bid submittal. State of Florida Contractor's Certification /Registration license numbers or Palm Beach County Certificate Numbers must be listed at the applicable places on the Bid Form. Any bid which is submitted by a contractor who is not properly licensed/certified at the time the bid is submitted, or which lists a subcontractor who is not properly licensed/certified at the time the bid is submitted, will be rejected as non-responsive.

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

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

2.3.1 No Contractor, having been awarded any contract based upon the Contractor's response to an Invitation to Bid or other solicitation for competitive selection wherein the Contractor listed the subcontractors which the Contractor intended to use in performing such contract, shall replace any subcontractor listed in the Contractor's response to such request without having first demonstrated good cause, acceptable to the County in its sole discretion. The replacement of any SBE subcontractor shall also conform to the requirements of Palm Beach County's EBO Ordinance and paragraph 5.3.10 of these Instructions to Bidders.

2.3.2 No Contractor, having been awarded any contract based upon the Contractor's response to an invitation to bid or other solicitation for competitive selection wherein the Contractor listed the elements of Work which the Contractor intended to perform with its own forces, shall perform such Work with a subcontractor without having first demonstrated good cause, acceptable to the County in its sole discretion, for utilizing such subcontractor.

2.3.3 Contractor agrees that neither the County's acceptance nor rejection of the Contractor's request to replace or add any subcontractor shall give rise to any liability of any kind on the part of the County.

3.0 BIDDER'S REPRESENTATIONS

3.1 General Representations. Each Bidder by making its Bid represents that:

3.1.1 Bidder has satisfied itself, by personal examination of the location of the proposed Work and by thorough examination of the Contract Documents, that Bidder understands all requirements of the Work. In addition, Bidder has, to the extent Bidder determined to be necessary, satisfied itself regarding the accuracy of the estimate of the quantities of the Work to be done; and shall not at any time after the submission of a Bid dispute or complain of such estimate nor the nature or amount of Work to be performed. Bidder is familiar with, and certifies that all Work shall comply with, all Federal, State and Local laws, ordinances, rules and regulations that in any way affect the cost, progress or performance of the Work. Failure of a bidder to be familiar with applicable laws, ordinances, rules and regulations will in no way relieve Bidder from the responsibility of complying with the applicable laws, ordinances, rules and regulations.

3.1.2 Bidder acknowledges and understands that certain informational drawings and reports may be referenced in the Bidding Documents and are provided by the County for informational purposes only. Such informational reports and drawings are not part of the Contract Documents, but the Bidder may review the technical data contained therein for general information purposes only. The County does not represent that the conditions reflected in such informational

reports and drawings are the conditions which Contractor will experience, but are based on best information available to the County.

3.1.3 Bidder assumes responsibility for having determined to its satisfaction, prior to the submission of its Bid, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions, the character of equipment and facilities needed preliminary to and during the execution of the Work, the general and local conditions and all other matters which can in any way affect the Work of this Project. The prices established for the Work to be done will reflect all costs pertaining to the Work.

3.1.4 By submission of its Bid, each Bidder affirms that it has, at its own expense, performed any additional examinations, investigations, explorations, tests, or studies and obtained any additional information and data which pertain to the physical conditions (surface, subsurface and underground utilities) at or contiguous to the site or otherwise, for the Project prior to Bidding which may affect the cost, progress or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents and/or it has satisfied itself with respect to such conditions and it shall make no claims against the County or the Architect/Engineer of Record if upon carrying out the Work it finds that the actual conditions do not conform to those indicated.

3.1.5 On request, the County will provide each Bidder access to the Site to conduct such investigations and tests as each Bidder deems necessary for submission of its Bid. Upon completion of such field investigations and tests, each Bidder shall completely restore disturbed areas to a condition equal to or better than the conditions which existed prior to performance of the field investigations and tests.

3.1.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials, equipment and supplies are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the County, unless otherwise provided in the Contract Documents.

3.1.7 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of these Instructions to Bidders, that, without exception, the Bid is premised upon performing the Work required by the Contract Documents and that such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Work.

3.1.8 The Bidder shall not be entitled to any additional compensation or time extensions based upon alleged differing conditions that in the opinion of the Architect/Engineer of Record and/or the County should have been reasonably anticipated by the Bidder.

3.1.9 The Bidder understands and agrees that the quantities of Work or material stated in unit price items are supplied only to give an indication of the general scope of the Work and the County does not expressly or by implication agree that the actual quantity of the Work or material will correspond therewith. The County reserves the right after award to increase or decrease the quantity of any unit price item by an amount up to and including twenty-five percent (25%) of the bid quantity, without a change in the unit price, and reserves the right to delete any bid item, in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed fifteen percent (15%) of the contract price.

3.2 Public Entities Crimes/Convicted Bidder List. As provided in Florida Statute 287.133(2)(a) a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

3.3 EEO. The Bidder must be an equal employment opportunity employer. Each Bidder must complete and furnish with its Bid the statement titled "Statement of Participation in Contracts Subject to Nondiscrimination Clause", which is incorporated in the Bid Form.

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

3.4 No Collusion; No Conflicts. The Bidder does hereby declare that it is the only person or persons interested in said Bid; that it is a genuine Bid not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that it is made without any connection with any person submitting another bid for the same Contract; that this Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; that the Bid is in all respects fair and without collusion, fraud, or mental reservations; that no official of the County or any person in the employ of the County is directly or indirectly interested in said Bid or in the supplies or work to which it relates, or in any portion of the profits thereof; and that Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the County.

3.5 Scrutinized Companies

3.5.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.

3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

3.6 Non-Discrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Contractor warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

3.6.1 General Civil Rights Provisions (FAA A5.3.2). The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the Contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. Contractor shall include the aforementioned provision in all subcontracts.

3.6.2 Title VI Solicitation Notice (FAA A1.1.1). Contractor shall include the following notice in all solicitations issued under this Contract:

Palm Beach County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3.6.3 Title VI Clauses for Compliance with Nondiscrimination Requirements

(FAA A.6.4.1). During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

- A. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as hereinafter defined), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- B. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Construction Manager will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the non-discrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. **Incorporation of Provisions:** The Contractor will include the provisions of section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3.6.4 Title VI List of Pertinent Nondiscrimination Acts and Authorities (FAA A6.4.5). During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities (referred to herein as the “Title VI List of Pertinent Nondiscrimination Acts and Authorities” or “Nondiscrimination Acts and Authorities”), including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

3.7 Commercial Non-Discrimination. The Bidder represents and warrants that it will comply with the County’s Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County’s relevant marketplace in Palm Beach County. The Bidder understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

All subcontractor agreements shall include a commercial non-discrimination clause.

3.8 VSS Registration Required. A Bidder must register in the County’s Vendor Self Service (“VSS”) at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. If Bidder intends to use subcontractors, Bidder must also ensure that all

subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

4.0 BIDDING DOCUMENTS

4.1 Copies.

4.1.1 Bidders may obtain complete sets of the Bidding Documents from the Department as indicated in the Invitation to Bid.

4.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; the County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete or illegible sets of Bidding Documents.

4.1.3 The County, by making the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use. All information contained in the Bidding Documents is the sole property of the County and any unauthorized use is prohibited by law.

4.2 Interpretation or Correction of Bidding Documents.

4.2.1 Bidders shall promptly notify the County in writing of any ambiguity, inconsistency or error which is discoverable upon examination of the Bidding Documents or of the site and local conditions.

4.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the County at the address listed in the Invitation to Bid at least seven (7) calendar Days prior to the date for receipt of Bids. Bidders requesting clarification or interpretation of the Bidding Documents shall supply the Department with all information requested by the Department which the Department requires to issue a clarification or interpretation. Bidders finding discrepancies, errors, and/or omissions or having doubt as to the intent of the technical portions of the Contract Documents shall at once notify the Architect/Engineer of Record and provide a copy to the Department. Bidder's questions relative to bidding requirements, bidder qualification and contract award shall be directed to the Department. The Department, in its sole discretion, shall determine if a clarification or interpretation of the Bidding Documents is required. Address all questions to the following and include the project name/number in the subject line

Andrew Gämboa-Villamil, C.M., Airport Planner

jgamboa@pbia.org

4.2.3 Any interpretation, clarification, correction, or change of the Bidding Documents will be made only by Addendum. As they are issued, all Addendum to this solicitation will be posted under the applicable solicitation on the County's on-line Vendor Self-Service (VSS) system
Form Revised 08/27/21

at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Interpretations, corrections or changes made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections or changes. It is the sole responsibility of the Bidder to routinely check VSS for any Addendum that may have been issued prior to the deadline for receipt of Bids.

4.2.4 Governing Order of Contract Documents. The Contract Documents include various divisions, sections and conditions which are essential parts for the Work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents:

- The Contract and any amendments or change orders thereto;
- Special Conditions;
- General Conditions;
- Invitation for Bid, Instructions to Bidders and any addenda thereto;
- Insurance Certificates, the public construction payment and performance bonds and Form of Guarantee;
- Technical Specifications, Addenda, Drawings/plans and any revisions thereto;
- The completed Bid Form and attachments and bid bond.

Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then Owner shall resolve the conflict in any manner which is acceptable to Owner and which comports with the overall intent of the Contract Documents.

4.2.5 Whenever reference is made to actions being performed with respect to dates and times set forth in the Invitation to Bid, such reference shall always be interpreted as including, by inference, "or as may be modified by pre-bid Addenda".

4.3 Addenda.

4.3.1 Bidders who are known by the Department by registering for a complete set of Bidding Documents will be provided with notification of Addenda. Also, as they are issued, all Addendum to this solicitation will be posted under the applicable solicitation on the County's on-line Vendor Self-Service (VSS) system at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. It is the sole responsibility of the Bidder to routinely check VSS for any Addendum that may have been issued prior to the deadline for receipt of Bids.

4.3.2 Copies of Addenda will be made available for inspection at the Department where Bidding Documents are on file for that purpose.

4.3.3 No Addenda will be issued later than three (3) work days prior to the date for receipt of Bids except an Addendum withdrawing the Invitation to Bid, one which includes postponement of the date for receipt of Bids, one whose content is limited to the listing of additional approved manufacturers and substitutions, or one which contains minor clarifications or changes.

4.3.4 Prior to submission of its Bid, each Bidder shall ascertain that it has received all Addenda issued. The Bidder shall acknowledge receipt of each individual Addendum at the time of issuance and final receipt of all Addenda by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt may result in rejection of a bid.

5.0 BIDDING PROCEDURE.

5.1 Form and Style of Bids.

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

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

5.1.3 In the event there are unit price bid items provided in the Bid Form and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item in the Bid Form and the total indicated therein does not agree with the sum of the prices bid for the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where so indicated by the make-up of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

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

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

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

5.1.7 In the event a Bid is submitted by two or more Bidders as a joint venture, such Bid shall be submitted in strict accordance with all applicable laws of the State of Florida, State Contractor License Law, and Rules and Regulations of the State Contractor's Board.

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

Form Revised 08/27/21

5.1.9 The following forms, together, comprise a Bid and must be submitted at the times identified in 5.5:

PRIMARY BID DOCUMENTS

BID FORM

ATTACHMENT NO. 1

ATTACHMENT NO. 6

BID BOND

UNIT PRICE CONTRACT-BID FORM

SUPPLEMENTAL BID DOCUMENTS

ATTACHMENT NO. 2

ATTACHMENT NO. 3

ATTACHMENT NO. 4

ATTACHMENT NO. 5

ATTACHMENT NO. 5a

EBO PROGRAM SCHEDULES

LIST OF SUBCONTRACTORS/SELF-PERFORM
TRADES

TRENCH SAFETY

CERTIFICATION OF BUSINESS LOCATION

CERTIFICATION OF BUSINESS LOCATION-
GLADES SUBCONTRACTOR

ATTACHMENT NO. 7

E-VERIFICATION CERTIFICATION

Omission of any of these attachments, except Attachment No. 5 or 5a, from the bid submission, or failure to properly complete any portion of the required forms, or failure to deliver the attachments at or before the times specified in paragraph 5.5 may be cause to reject the entire Bid. Failure to submit or to timely submit Attachment No. 5 or 5a will result in the loss of any local preference.

5.2 Bid Security, Project Bonds, Insurance

5.2.1 Each Bid shall be accompanied by a BID SECURITY (in the form of, at Bidder's option, cashier's check, certified check, money order or Bid Bond in favor of the County) in the amount of at least five percent (5%) of the bid price pledging that the Bidder will within fourteen (14) Days after Notification from Owner, enter into a contract with the County on the terms stated in its Bid and will furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish the required bonds and insurance, the amount of the bid security shall be forfeited to the County as liquidated damages, not as penalty. If a Bidder fails to execute a Contract for the project, the Bidder may be suspended or debarred from bidding on future projects for a period of two (2) years, in accordance with the Palm Beach County Purchasing Ordinance. The County may further pursue any and all remedies available against the Contractor for damages resulting from its failure to enter into a contract.

5.2.2 The bid bond shall conform with Paragraph 5.2.4 and be written on the Bid Bond form, included as part of the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his/her power of attorney. If a bid bond is submitted on a form other than that provided, such submission may result

Form Revised 08/27/21

Project Specific Non-Federal
Advance Warning Signage
Palm Beach International Airport

Instructions to Bidder - 14

December 2022

in the bid being declared non-responsive. Checks and money orders shall be made payable to Palm Beach County Board of County Commissioners.

5.2.3 The County will have the right to retain the bid security of Bidders to whom an award is being, or may be, considered until either (a) the Contract has been executed and the bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

5.2.4 Bond Requirements

5.2.4.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the County may prescribe. Bonds may be secured through the Bidder's usual sources provided the Surety is authorized to do business in the State of Florida.

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

1. Public Construction Bond in the Amount of 100% of the Contract Price; and
2. Guarantee.

Such Public Construction Bond shall incorporate by reference all of the terms and conditions of the Contract Documents, including but not limited to the Contractor and Surety's obligation for liquidated damages as well as Surety's acknowledgment regarding any and all provisions addressing or regarding "no damages for delay", as provided for in the General Conditions.

5.2.4.3 The Surety Company, in addition to the above requirements, shall be currently listed with the United States Department of Treasury for an amount greater than the contract amount. The Contractor, at the time of his execution of the contract, shall provide, with his Contract Bonds, a copy of the Surety Company's current valid Certificate of Authority issued by the United States Department of the Treasury under SS 31, U.S.C. 9304-9308.

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

5.2.4.5 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney.

5.2.5 Insurance Requirements. Prior to execution of a Contract and not later than fourteen (14) calendar Days after Notification from Owner, the successful Bidder shall furnish to the Department certificates of insurance evidencing the existence of current valid, and binding insurance policies for the limits and coverage in accordance with the requirements delineated in the General Conditions, where such insurance is to be provided by Contractor, or as otherwise modified within the Contract Documents, together with a declaration of deductible amounts applicable to each type of insurance provided, acceptable to County.

Form Revised 08/27/21

5.3 Equal Business Opportunity Program.

5.3.1 Policy. It is the policy of the Board of County Commissioners of Palm Beach County, Florida, (the Board) that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO program, and which is incorporated in this solicitation. A bidder must comply with the requirements contained in this section for a bidder to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

5.3.2 Affirmative Procurement Initiatives (APIs). The APIs approved for this solicitation, including any applicable SBE or MWBE goals, are set out on **Attachment A to these Instructions to Bidders** which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

5.3.3 API Waiver Requests/Good Faith Efforts. If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. **If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.**

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request forms, included as **Attachment B to these Instructions to Bidders**, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

Good Faith Efforts means documentation of the Bidder's intent to comply with the applicable APIs, including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Bidder's commitment to comply with SBE or M/WBE goals as established by the Office of EBO for a particular contract; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE firms or M/WBE firms listed in the Office of EBO's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Bidder; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE subcontractors). Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the Office of EBO.

5.3.4 Bid Submission Documentation. S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. Fillable pdfs of all EBO forms can be found at <http://discover.pbcbgov.org/oebo/Pages/Compliance-Programs.aspx>. EBO documentation to be submitted is as follows:

5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation. A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors. A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

5.3.5 S/M/WBE Certification. Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN**

S/M/WBE WITH PALM BEACH COUNTY. It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at <http://discover.pbcgov.org/oebo/Pages/Vendor-Directory.aspx> to verify S/M/WBE certification.

5.3.6 Counting S/M/WBE Participation.

Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the S/M/WBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

5.3.7 S/M/WBE Participation. Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

5.3.8 Post Bid Waiver Request. After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement.

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

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

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

5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs. A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Contract. The successful bidder shall submit a Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

5.3.10 S/M/WBE Substitutions after Contract Award. After contract award, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor.

5.3.11 Change Orders and Modifications. If the County's issuance of an alternate or change order on a project results in changes in the scope of Work to be performed by a S/M/WBE subcontractor listed at bid opening, the Prime must submit a modified, completed and signed Schedule 2 that specifies the revised scope of Work to be performed by the S/M/WBE, along with the price and /or percentage.

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

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of Contractor from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.

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

5.4 Local Preference.

5.4.1. In accordance with the Palm Beach County Local Preference Code, a preference will be given to Bidders having a permanent place of business in Palm Beach County. Local preference means that if the lowest responsive, responsible Bidder is a non-local business, then all bids received from responsive, responsible local Bidders are decreased by 5%, to a maximum of \$100,000 difference. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining the local preference.

5.4.1.1 Glades Local Preference. If the project is located in the Glades area as defined in the Ordinance, a preference will be given to Bidders having a permanent place of business in the Glades area or to a local bidder who utilizes a Glades subcontractor(s) for a minimum of 15% of the total bid price. This preference takes precedence over the preference in Paragraph 5.4.1. If the lowest responsive, responsible Bidder is a non-Glades business, then all bids received from responsive, responsible Glades Bidders are decreased by 5%, to a maximum of \$100,000 difference. If the lowest responsive, responsible Bidder is a non-Glades business, then all bids received from responsive, responsible non-Glades, local Bidders that utilize Glades subcontractors for a minimum of 15% are decreased by 3%, and for a minimum of 30% are decreased by 4%, to a maximum of \$100,000 difference. The original bid amount is not changed; the decrease is calculated only for the purposes of determining the Glades local preference.

5.4.2. To receive a local preference, a business must have a permanent place of business in existence prior to the County's issuance of this Invitation To Bid. A permanent place of business means that the business' headquarters is located in Palm Beach County or for the Glades preference in the Glades area; or, the business has a permanent office or other site in Palm Beach County or Glades area where the business will produce a substantial portion of the goods or services to be purchased.

5.4.3 A valid business tax receipt issued by the Palm Beach County Tax Collector will be used to verify that the business had a permanent place of business prior to the issuance of this Invitation To Bid. A Palm Beach County business tax receipt is required unless specifically exempted by law. In lieu of a Palm Beach County business tax receipt, the business' current business tax receipt issued to the business should be included in the response.

5.4.4 The Bidder must submit the attached "Certification of Business Location" and/or "Certification of Business Location – Glades Subcontractor" as applicable along with a copy of the Bidder's/subcontractor's business tax receipt at the time of bid submission. Failure to submit the certification may cause the Bidder to not receive a local or Glades local preference. Palm Beach County may require a Bidder to provide additional information for clarification purposes at any time prior to the award of the contract.

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

5.5 Timing of Submission of Bid Documents.

5.5.1 The following Primary Bid Documents must be submitted by the date and time specified for the submission of bids in the Invitation to Bid. Submission of these documents after the date or time specified in the Invitation for Bid will result in the documents being rejected and returned to the Bidder.

1. Bid Form
2. Attachment No. 1- Bid Bond
3. Attachment No. 6 – Unit Price Contract Bid Form

5.5.2 The following Supplemental Bid Documents must be submitted prior to or within **twenty-four (24) hours** after the date and time specified for the submission of bids in the Invitation for Bids. Failure to submit the Supplemental Bid Documents, except Attachment No. 5 and/or 5a, timely will result in rejection of the Bid and return of the bid bond. Failure to submit or to timely submit Attachment No. 5 and/or 5a will result in the loss of any local preference.

1. Attachment No. 2 – EBO Forms - Schedule No. 1 (List of all Proposed Subcontractors and Schedule 2 (Letter(s) of Intent to Perform as a Subcontractor)
2. Attachment No. 3 - List of Subcontractors/Self-Performed Trades
3. Attachment No. 4 - Trench Safety Affidavit
4. Attachment No. 5 - Certification of Business Location
5. Attachment No. 5a – Certification of Business Location – Glades Subcontractor
6. Attachment No 7 – E-VERIFY CERTIFICATION

5.5.3 The list of subcontractors, including S/M/WBE subcontractors to be used on the subject contract, Attachment 2, Schedule 1 - List of Proposed Subcontractors and, for each

Form Revised 08/27/21

subcontractor that is listed in Schedule 1, a letter of "Intent to Perform" (Attachment 2, Schedule 2 - Letter of Intent to Perform as a Subcontractor) must be included with the Supplemental Bid Documents.

The Bidder shall provide, on Schedule No.1 of Attachment No. 2 to the Bid Form, the firm name of each subcontractor listed. Receipt of this form by the County does not imply or grant approval for the use of any subcontractor. The Contractor is completely responsible for ensuring that all subcontractors performing Work pursuant to the Contract are licensed and otherwise qualified.

5.6 Submission of Bids.

5.6.1 The Primary Bid Documents package and Supplemental Bid Documents package shall each be enclosed in a sealed opaque envelope. Each envelope shall be addressed as follows:

Project Number: _____
Contractor's Bid Proposal for: _____

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406

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

5.6.2 Bids, including those sent by mail, must be received and deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

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

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

5.7 Modification or Withdrawal of Bid.

5.7.1 A Bid may not be modified, withdrawn, or canceled by the Bidder for the period after opening of Bids as stipulated on the Bid Form and each Bidder so agrees in submitting its Bid.

5.7.2 Prior to the time and date designated for opening of the Primary Bid Documents, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for opening of the Primary Bid Documents. Such notice shall be in writing over the signature of the Bidder and received by the Department before the date and Form Revised 08/27/21

time set for opening of the Primary Bid Documents; and it shall be worded so as not to reveal the amount of the original Bid.

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

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

6.0 CONSIDERATION OF BIDS AND AWARD OF CONTRACT

6.1 Opening of Bids. The Bids received on time will be opened publicly and will be read aloud twenty-four (24) hours after the time and date identified for submission of the Primary Bid Documents at the location specified.

6.2 Rejection of Bids. The Board of Palm Beach County Commissioners reserves the right to reject any and all Bids, and/or to re-advertise, to waive any irregularities, informalities or technicalities therein, to negotiate Contract terms with the successful Bidder, to disregard all non-conforming, non-responsive, unbalanced or conditional Bids, or to accept any Bid which in the County's sole judgment will best serve the public interest. County reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without any liability against the County. In consideration of the County's evaluation of submitted Bids, the Bidder, by submitting its Bid, expressly waives any claim to damages, of any kind whatsoever, in the event the County exercises its rights provided for in this subsection.

6.3 Award of Contract.

6.3.1 Award will be made to the lowest, responsive, responsible Bidder. To be considered responsive, the Bid must conform in all respects to the conditions of the Invitation to Bid, to the Instructions to Bidders, Palm Beach County Code Sections 2-51 through 2-54, as amended and Sections 2-80.20 through 2-80.30, as amended to Florida law.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within two (2) Days of the County's request, written evidence, such as financial data, previous experience, present commitments and other such data as may be called for herein. Each Bidder must, upon request, provide evidence that, as of the date of Primary Bid Document submission, Bidder, and the listed subcontractors, were qualified to do business in the State of Florida and Palm Beach County.

6.3.2 Bid tabulations and Notification from Owner, with recommended awards, will be posted at the location where bids were opened, for review by interested parties prior to submission through the appropriate approval process to the Board of County Commissioners for approval of award, and will remain posted for a period of five (5) business days. After posting, any actual or prospective bidder or proposer who is aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the County's Director of

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

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

6.3.4 The dollar amount for award of this Contract shall be the Base Bid plus or minus any or all alternates selected by the County. Palm Beach County reserves the option to award or rebid alternates in any sequence or at any time deemed to be in the best interest of the County.

6.3.4.1 The amounts for each bid alternate shall constitute an ongoing and open offer and the prices stated in the bid proposal shall be maintained for a minimum period of one year, or the duration of the Contract whichever is shorter. If the County opts to accept an alternate within the time frame identified above but after the time at which such activity fits into the Contractor's approved schedule so as to cause a time or monetary impact, the cost of the alternate can be adjusted accordingly. However, in no instance shall the Contractor be entitled to extended home office overhead costs as a result of the County exercising this option.

6.3.5 Bids which are determined by the County to be unbalanced bids or which contain unbalanced line item pricing when compared to competitor's bids for the same item and standard industry prices, and which significantly deviate from the County's determination of acceptable line item pricing, may be rejected by the County in accordance with established County procedures.

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

1. Interest by the same person in more than one bid.
2. Collusion among or between bidders.
3. Unbalanced bids; that is bids in which the price bid is out of all proportion to the other bids received.
4. Lack of responsibility on the part of the Bidders. (For example, no bidder would be considered responsible if it had recently failed to satisfactorily carry out any previous contract with Palm Beach County).
5. Lack of the appropriate financial, material, equipment, facility, and/or personnel resources and expertise necessary to indicate its capability to meet all contractual requirements.
6. Evidence of bad character, dishonesty or lack of integrity.
7. Lack of current applicable certification and/or license for the purpose of performing the specified Work.
8. A dissatisfactory record of performance and experience.

9. History of unsuccessful claims asserted by Bidder against public owners in the State of Florida, such as to establish a trend of improperly asserted claims.
10. Any other cause which, as a matter of law, renders the Bid non-responsive or non-responsible.

7.0 TIME

Time is of the essence in all Contract Documents. The successful Bidder, shall enter into a Contract with the County, shall commence the Work to be performed under the Contract on the date set by the County in the written notice to proceed, and shall continue the Work with due diligence and shall agree to complete the entire Work as specified in the Bid Form.

8.0 VOLUNTARY PARTNERING

The objective of partnering is to establish a partnership charter and action plan between the County and Contractor to identify and achieve reciprocal goals. This partnership will not change the legal relationship of the parties to the Contract nor relieve either party from any of the terms of the Contract. This partnership will be bilateral in make-up and only if participation is desired by the Contractor. Any cost associated with developing this partnership must be agreed to by both parties, in writing and will be shared equally.

If both the County and Contractor agree to partnering, the County's representative and the Contractor's representative will meet and plan a partnering development seminar/team building workshop. At this planning session, arrangements will be made to select a facilitator, determine workshop attendees, develop an agenda and location. Participants shall include the Architect/Engineer and key project personnel, representatives of the subcontractors, utilities, regulatory agencies and others will be invited. Management personnel consisting of the Director-level head of the County and a Corporate Officer or other person representing ownership of the Contractor, and of the Architect/Engineer of Record shall also participate in the partnering workshop and its implementation.

Follow-up workshops may be held throughout the duration of the Contract as agreed to by the County and Contractor.

9.0 PUBLIC BID DISCLOSURE COMPLIANCE FEES

All fees including, but not limited to, certificate of occupancy fees, permit fees, and inspection fees normally payable by the Contractor to the Palm Beach County Building Division by virtue of this Project will be paid for by the County upon 10 working days notification. Any subcontractor permit fees are the responsibility of the Contractor. Permits and fees which are required by any other governmental agency are the Contractor's responsibility unless paid for in advance by the County and disclosed in the Bidding Documents. The requirement that all contractors and subcontractors of any tier be properly licensed or certified is not waived and no fees required to be paid by any contractor or subcontractor related to licensing and certification are being waived. All contractors and subcontractors, identified in the Bid Documents, who work in trades required to be licensed or certified by the Palm Beach County Construction Industry Licensing Board are

Form Revised 08/27/21

six (6) months thereafter. Employers shall supply a copy of the preceding statement to any employee upon request within a reasonable time. Employers shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract on any contract covered by this ordinance.

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

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

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

15.0 CRIMINAL HISTORY RECORDS CHECK

The Contractor, the Contractor's employees, subcontractors of the Contractor, employees of subcontractors, and suppliers shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R2013-1470 and R2015-0572 as amended. The Contractor is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Contractor acknowledges that its Bid includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

Refer to Department Specific Instructions in this Section for applicability of criminal history records check for this Project.

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

Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the Contractor or its subcontractor terminates an employee who has been issued a badge, the Contractor must notify the County within 2 hours. At the time of termination, the Contractor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Contractor that; 1) does not comply

Form Revised 08/27/21

with the requirements of County Code Section 2-371-2-377 as amended, 2) does not contact the County regarding a terminated Contractor employee or subcontractor employee within the stated time, or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

16.0 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in the Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including allowing access to records relating to a bid or any resulting contract. Failure to cooperate with the Inspector General shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, as may be amended, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

17.0 INCENTIVES

17.1 Apprentice Incentive.

17.1.1 Palm Beach County offers an Apprentice Incentive payment to a contractor who actually expends a minimum of \$25,000 (including subcontractors) in payroll costs on apprentice wages. For purposes of this section, "apprentice" means any person who is participating in a Florida Department of Education registered apprenticeship program. The Living Wage provisions of this Contract shall not be diminished by paying an apprentice less than the Living Wage.

17.1.2 Upon completion of the Contract, Contractor may apply for the payment which will be added to the Contract by change order. If the County determines that the Contractor complied with the requirements of this section, it will reimburse the Contractor 20% of its apprentice wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of \$100,000. The request must be submitted no later than 45 Days after Substantial Completion of the Project.

17.1.3 For projects with construction costs of \$20,000,000 or greater, the threshold amount of expenditures for apprentices which must be paid to qualify for the incentive shall increase to \$50,000 and the maximum reimbursement payment to \$200,000.

17.1.4 To be eligible for the Apprenticeship Incentive payment, the apprentice employer (through the Contractor) must provide the following documentation: apprentice name(s), contact information, the apprentice Registered Apprenticeship Partners Information Data System (RAPIDS) Registration number, certification from the apprentice program that the employee was in good standing during the time on the Project, registered trade, and certified payroll for the apprentice hours worked on the Project.

17.1.5 The Contractor is required to forward all documentation, assembled and submitted by the apprentice employer in accordance with the above paragraph, to the County for review and disposition. Any incentive that the County approves shall be provided to the apprentice employer in full.

17.2 Glades Resident Incentive.

17.2.1 Palm Beach County offers an Incentive Payment to any contractor (and subcontractors) who hires a new employee that is a resident of the Glades area for work on County contracts ("Glades Employee"). For purposes of this section, "resident of the Glades area" means any person whose legal residence is located in the Glades area as defined in the Palm Beach County Local Preference Ordinance.

17.2.2 To be eligible for the Incentive Payment, the employee must be a full-time employee of the Contractor for a minimum of 3 weeks on this Project and cannot have worked for the Contractor claiming the Glades Employee as a new hire for 90 Days prior to this Project. Within 5 Days of the Contractor hiring and the Glades Employee reporting to work at the Project site, Contractor must provide the following documentation ("Hiring Certification"): Glades Employee name, contact information including legal residence, copy of driver's license or other proof of residence, hire date, start date at project site, and trade. Both the Glades Employee and employer must sign the Hiring Certification with signatures notarized.

17.2.3 The County has the right, but not the obligation, to conduct unannounced field interviews with the Glades Employee to ensure compliance with the requirements of this Section.

17.2.4 Upon completion of the Contract, Contractor may apply for the Incentive Payment which will be added to the Contract by change order. The documentation ("Incentive Certification") required includes resubmitting of the Hiring Certification along with the employment end date or last day on the job site (whichever is earlier), a certified payroll for the hours worked on the Project, and employee wages and benefits paid. The Incentive Certification must be signed by both the Glades Employee and employer with both signatures notarized. No markup will be allowed either by the General Contractor or a subcontractor.

17.2.5 If the County determines that the Contractor complied with the requirements of this section, it will reimburse the Contractor 30% of the new employee(s) wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of \$100,000. The request must be submitted no later than 45 Days after Substantial Completion of the Project.

17.2.6 A Contractor can only claim the Incentive Payment once for each Glades Employee within a rolling twelve (12) month period, but the incentive can be claimed across multiple County contracts.

17.2.7 It is a Contract requirement of the Contractor that any reimbursement requested by a subcontractor under this Section be processed by the Contractor prior to sending to the County for review.

18.0 DEPARTMENT SPECIFIC INSTRUCTIONS

This Project is subject to: ☒ Critical Facilities Background Check
 ☐ CJI Facilities Background Check
 ☐ No Background Check

ATTACHMENT A TO INSTRUCTIONS TO BIDDERS

AFFIRMATIVE PROCUREMENT INITIATIVES ("API"s) FOR CONSTRUCTION CONTRACTS

The API(s) approved for this solicitation are selected below by ☒. Any proposal that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Capitalized terms are defined as set forth in the EBO Ordinance. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☐ **Waiver**

The Office of EBO has granted a waiver of the EBO Program API(s) for this contract.

☐ **SBE Sheltered Market for Small Construction Contracts (at or below \$100,000)**

The GSC may reserve small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 for sheltered market competition solely among SBEs where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for County contracts, however the Office of EBO shall reduce or waive this goal when there is insufficient availability of SBE prime and/or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of sufficient Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the SBE subcontracting goal shall be considered non-Responsive to the entire solicitation.

☒ **SBE Price Preference**

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

☐ **M/WBE Subcontracting Goal**

_____ percent (0 to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, and non-minority women persons.

Up to 40% of this contract as noted above shall be subcontracted to eligible M/WMEs (i.e. certified M/WBE firms owned by African American, Hispanic American, Asian American, and non-minority women persons). However, the EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and/or Subcontractor firms.

Explanation of GSC's reasons for applying this API:

☐ **M/WBE Segmented Subcontracting Goals**

_____ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable).

M/WBE Segmented Subcontracting Goals are established on an individual County Contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given Contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic Subcontractors.). The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or Subcontractor firms.

Explanation of GSC's reasons for applying this API:

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts (greater than \$2.5 million)**

_____ percent (0 to 20%) of total available evaluation points shall be applied for qualifying M/WBE joint ventures wherein the certified M/WBE joint venture partner owns fifty (50) percent or greater, and performs fifty (50) percent or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

For "best value" Contracts wherein low price is not the only criterion for award, the incentive may be for up to twenty (20) percent of one hundred (100) evaluation points to be reserved for qualifying M/WBE joint ventures wherein the certified M/WBE joint venture partner owns fifty (50) percent or greater, and performs fifty (50) percent or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

Explanation of GSC's reasons for applying this API:

☐ **M/WBE Evaluation Preference for “Best Value” RFP’s (Formal Solicitation)**

_____ percent (0 to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms.

Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE that is awarded a prime Contract under this program may not subcontract more than forty-nine (49) percent of the Contract value to a non-S/M/WBE firm.

Explanation of GSC’s reasons for applying this API:

☐ **M/WBE Segmented Subcontracting Goals for Professional Services**

___% of the M/WBE subcontracting goal shall be achieved through the utilization of

- ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American,
☐ Non-minority women persons (Check applicable).*

M/WBE Segmented Subcontracting Goals are established where an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment’s relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 46% on a given Contract, the segmented subcontracting goal may require that at least 10% of that 46% shall be satisfied through the utilization of African American subcontractors.) The Office of EBO shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms.

Explanation of GSC’s reasons for applying this API:

ATTACHMENT B TO INSTRUCTIONS TO BIDDERS



Palm Beach County

Office of Equal Business Opportunity

Subcontracting Goal – Waiver Request Form

PROJECT NAME: DATE:

COMPANY NAME:
CONTACT NO.:

CONTACT PERSON CONTACT EMAIL:

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

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

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

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

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

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

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

- ☐ Contact at least three (3) S/M/WBEs in the EBO Vendor Directory for each scope of work identified to be subcontracted in Part I (emails/call logs/fax), one (1) week prior to pre-bid meeting date.
- ☐ Include current documentation of searches from the EBO Vendor Directory.
- ☐ Notify S/M/WBEs within at least 2 (two) weeks prior to the bid opening date, using at least three (3) digital media outlets (e.g. website, newspaper, trade association, publication, minority focus media)
- ☐ Additional comments, if any

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

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

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

PART IV: Attendance at Pre-Bid Meeting

Points: ____

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

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

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

Points: ____

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

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

CONTRACTORS/CONSULTANTS MUST OBTAIN A TOTAL OF **80 OR MORE POINTS** TO RECEIVE A WAIVER APPROVAL.

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

THE UNDERSIGNED AFFIRMS/CERTIFIES THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE; I

UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE TO THE ENTIRE SOLICITATION.

Signature

Print Name/Title

TOTAL SCORE: _____/100

___ Approved

___ Denied

Director, Office of Equal Business Opportunity

ATTACHMENT C TO INSTRUCTIONS TO BIDDERS

Office of Equal Business Opportunity
Good Faith Efforts Form

PRIME CONTRACTOR GOOD FAITH EFFORTS

Prime Contractor Name: _____

Project Name: _____

Project No.: _____

Date Submitted: _____

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

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

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

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

Authorized Signature: _____

Date: _____

Phone: _____

Print Name: _____

Email Address: _____

ADVANCE WARNING SIGNAGE

BID FORMS AND ATTACHMENTS

ADVANCE WARNING SIGNAGE

BID FORMS AND ATTACHMENTS

PALM BEACH COUNTY

BID FORM AND ATTACHMENTS

BID NUMBER: PBC-PB 22-16

Date: 02/07/2023

SECTION DESCRIPTION

- 1.0 BID FORM**
- 2.0 BID BOND - Attachment No. 1**
- 3.0 OEBO SCHEDULES - Attachment No. 2**
- 4.0 LIST OF SUBCONTRACTORS/SELF-PERFORMED TRADES -
Attachment No. 3**
- 5.0 TRENCH SAFETY - Attachment No. 4**
- 6.0 CERTIFICATION OF BUSINESS LOCATION - Attachment No. 5**
 - 1. Attachment No. 5a**
- 7.0 UNIT PRICE BID FORM - Attachment No. 6**
- 8.0 E-VERIFY CERTIFICATION - Attachment No. 7**

BID FORM

BID NUMBER: PBC-PB 22-16

Date: 02/07/2023

To: Palm Beach County Board of County Commissioners
Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

From: Horsepower Electric Inc.

1.1 Having carefully examined the Bid Documents and Drawings entitled **Advance Warning Signage** at **Palm Beach International Airport** as well as the premises and conditions affecting the Work, and confirming that the site was visited, as required,

Michael Martinez on 02/07/2023
(Name of Person authorized to sign for Bidder) (Date)

the undersigned hereby declares that no person or persons, firm or corporation, other than the undersigned, are interested in this Bid as principals, and that this Bid is made without collusion with any person, firm, or corporation, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish and pay for all work, materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations within the time limit specified in this Bid for the following unit price bid as detailed in Attachment 6 which sums include all Federal, State and local taxes.

Price: Six hundred ninety six Thousand nine
hundred sixty nine dollars (written out) \$ 696,969.00 (numeric)

Which sum is referred to as the "**Base Bid**"

1.2 Undersigned acknowledges that failure to comply with the conditions, specifications, or terms of this Contract, or failure to timely and responsibly correct such non-compliance, will result in referral of the matter to the County's Director of Purchasing for consideration of suspension or debarment in accordance with the provisions of Palm Beach County Code Section 2-54(e).

- 1.3 The undersigned acknowledges that it has included with its Bid the required Bid Security for not less than five percent (5%) of the total amount of its Base Bid.
- 1.4 The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee the award of a Contract and written notice to proceed within ninety (90) calendar Days of Notification from Owner, absent the filing of a timely bid protest.
- 1.5 Bidder commits to the APIs attached to the Instructions to Bidders. Bidder has committed to the following: ~~[an SBE goal of ___% participation OR, if applicable: an M/WBE goal of ___% participation and/or, if applicable: segmented M/WBE goal(s) of ___% participation by (list minority group) and ___% participation by (list minority group)]~~ as set forth on the Schedule 1 and Schedule 2s completed and submitted by Bidder. Bidder shall comply with said goal(s) if awarded the Contract which shall be deemed material terms of the contract.
- 1.6 It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:
- Addendum # 1 dated 01/17/2023 Addendum# 2 dated 01/26/2023
- Addendum # 3 dated 02/01/2023 Addendum# _____ dated _____
- 1.7 Time is of the essence. The Contractor may not proceed with the project without prior written authorization from the Owner. This authorization shall be called NOTICE TO PROCEED.

ADMINISTRATION PHASE. All necessary submittals including but not limited to construction schedule, specification items to complete first phase of work, Safety Plan Compliance Document (SPCD), Quality Control Plan (QCP), sample pay application (SOV); submittal approvals; permits; and other incidentals including in place subcontracting agreements for bid subcontractors or qualified alternates, necessary to the start of construction work in this Contract shall be completed and accepted within the number of Calendar Days referenced below from the date of Notice to Proceed. This time is inclusive of Owner and Engineer review time not to exceed fifteen (15) Calendar Days for each submittal and subsequent resubmittal as necessary. Should the Contractor fail to complete the work by the timeframe specified, the Owner will suffer damages and will be entitled to Liquidated Damages in the amounts specified.

SUBSTANTIAL COMPLETION. Due to DOA's constraints, the Contractor shall substantially complete the project as specified in General Conditions GC 71 within the time specified below, from the date of the Notice-to-Proceed, unless DOA extends the contract time. Should the Contractor fail to complete the work by the timeframe specified, the Owner will suffer damages and will be entitled to Liquidated Damages in the amounts specified.

IN WITNESS WHEREOF, the said Horsepower Electric, Inc.
as "Principal" herein, has caused these presents to be signed in its name, by its President
Secretary, and attested by its Secretary
under the corporate seal, and the said Endurance Assurance Corporation
as "Surety" herein, has caused these presents to be signed in its name, by its Attorney-in-Fact
6th, and attested by its corporate Seal, this day of
February, A.D., 2023.

ATTEST:

(SEAL)



Lis Mondelo
Print Name

TITLE: Secretary

Horsepower Electric, Inc.

(Contractor Name)

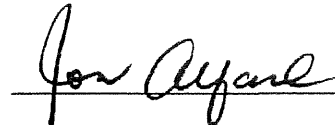
By:

(Signature)

Print Name: Michael Martinez, President

ATTEST:

(SEAL)



Jose Alfaro
Print Name

TITLE: Attorney-in-Fact

Endurance Assurance Corporation

(Surety Name)

By:

(Signature)

Print Name: Roberto C. Menendez

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



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Dirk Douglas DeJong, Roberto Carlos Menendez, Tina Mangum as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



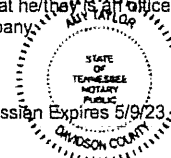
Bond Safeguard Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6th day of February, 2023.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ATTACHMENT 2 TO BID FORM

OEBO SCHEDULES

BID NUMBER: **PBC-PB 22-16**

DATE: 02/07/2023

THESE SCHEDULES MUST BE COMPLETED AS APPLICABLE AND DEFINED IN INSTRUCTIONS TO BIDDERS SECTION 5.3 AND MUST BE SUBMITTED IN ACCORDANCE WITH PARAGRAPH 5.5 OF THE INSTRUCTIONS TO BIDDERS

Schedule 1 LIST OF PROPOSED SUBCONTRACTORS, INCLUDING
S/M/WBE PRIME AND/OR SUBCONTRACTOR
PARTICIPATION

Schedule 2 LETTER OF INTENT TO PERFORM AS SUBCONTRACTOR

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OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Advance Warning Signage SOLICITATION/PROJECT/BID NO.: PBC-PB 22-16
 NAME OF PRIME RESPONDENT/BIDDER: Horsepower Electric Inc. ADDRESS: 8105 W 20 Ave Hialeah FL 33014
 CONTACT PERSON: Michael Martinez PHONE NO.: 305-819-4060 E-MAIL mike@horsepowerelectric.com
 SOLICITATION OPENING/SUBMITTAL DATE: 02/07/2023 DEPARTMENT: N/A

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.
 PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check one or both Categories)			Black	DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
	NON-SBE	M/WBE Minority Business	SBE Small Business		Hispanic	Women	Caucasian	Other (Please Specify)	
1. Horsepower Electric Inc. 8105 W 20 Ave Hialeah FL 33014 305-819-4060	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total

Total Bid Price \$ 696,969.00

Total SBE-M/WBE Participation

I hereby certify that the above information accurate to the best of my knowledge:

Signature

President

Title

- NOTE: 1. The amount listed on this form for a SBE-M/WBE Prime or Subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
3. Modification of this form is not permitted and will be rejected upon submittal.

REVISED 02/28/2019

OEBO LETTER OF INTENT -SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: PBC-PB 22-16

PROJECT NAME: Advance Warning Signage

Prime Contractor: Horsepower Electric Inc. Subcontractor: None

(Check box(s) that apply):

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☒ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column if applicable):

Column 1

☐ Male ☐ Female

Column 2

☐ African American/Black

☐ Asian American

☐ Caucasian American

Column 3

☐ Supplier

☐ Hispanic American

☐ Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price of percentage: _____

If the undersigned intends to subcontract any portion of this job to another Subcontractor/subconsultant, please list the business below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage _____

Horsepower Electric Inc.

Print Name of Prime

By: _____

Authorized Signature

Michael Martinez

Print Name

President

Title

Date: 02/07/2023

Print Name of Subcontractor/subconsultant

Authorized Signature

Print Name

Title

Date: _____

Revised 09/17/2019

Form Revised 01/03/22

Project Specific Non-Federal Bid Form and Attachments - 14
PB 22-16, Advance Warning Signage
Palm Beach International Airport

December 2022

ATTACHMENT 3 TO BID FORM

BID NUMBER: **PBC-PB 22-16**

DATE: 02/07/2023

LIST OF SUBCONTRACTORS/SELF-PERFORMED TRADES

Subcontractors to be utilized on the project shall be identified for the trades listed below. If the Bidder is to self-perform any of the trades, the Bidder shall list its own name on the appropriate line. Per Instructions to Bidders, Paragraph 2.1, the Contracting License/Certification number for each subcontractor (or Bidder where appropriate) shall be listed as well. This list shall be included with the Supplemental Bid Documents. Refer to Instructions to Bidders, Paragraph 5.5. The Contractor shall complete all categories that apply. Categories that do not apply shall be marked "N/A". Suppliers or off-site fabricators are not to be listed.

The purpose of this list is to discourage "sub-shopping" in general, and to provide a basis for the implementation of the substitution provisions of this Contract (Instructions to Bidders 2.3). The receipt of this Attachment in no way constitutes approval or disapproval by the County of any subcontractor listed. Failure to furnish all information may result in rejection of Bid.

*Ref http://www.pbcgov.com/pzb/Contractors/licensing_competency_list.pdf for licensing requirements.

Description of Work to be Performed	Name	License or Certification Number*	Percentage of Work
Maintenance of Traffic	Horsepower Electric Inc	EC0001153	100%
Signage	Horsepower Electric Inc	EC0001153	100%
Electrical	Horsepower Electric Inc	EC0001153	100%
<u>PERCENT of WORK TO BE PERFORMED BY SUBCONTRACTORS:</u>			0 %

Name of Bidder: Horsepower Electric Inc.

Bidding Contractor: Horsepower Electric Inc.

Signed By: _____

Form Revised 01/03/22

Project Specific Non-Federal Bid Form and Attachments - 15
PB 22-16, Advance Warning Signage
Palm Beach International Airport

December 2022

ATTACHMENT 4 TO BID FORM

BID NUMBER: PBC-PB 22-16

DATE: 02/07/2023

TRENCH SAFETY AFFIDAVIT

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

Horsepower Electric Inc (NAME OF CONTRACTOR) hereby provides written assurance that the Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statute 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost (Per Linear ft of trench, or per sq. ft. of shoring)
N/A		
	Total	

(Signature)

02/07/2023

(Date)

Title: President

State of FL

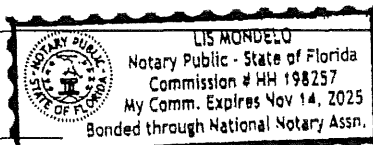
County of Dade

Subscribed and Sworn to (or affirmed) before me by means of ☒ Physical presence OR ☐ online notification on this 7 day of February, 20 23 by Michael Martinez who is personally known to me or has presented N/A (type of identification) as identification.

Notary Public Signature and Seal

Lis Mondelo

Print Notary Name and Commission Number



ATTACHMENT 5 to BID FORMBID NUMBER: **PBC-PB 22-16**DATE: 02/07/2023**Certification of Business Location**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: 1) those bidders having a permanent place of business in Palm Beach County ("County"); and, (2) those bidders having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, bidders must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the bidders permanent place of business. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid submission. This Certification is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

I. Bidder is a:

_____ **Local Business:** A local business has a permanent place of business in
Palm Beach County.
(Please indicate):

_____ Headquarters located in Palm Beach County
_____ Permanent office or other site located in Palm Beach County from which a vendor
will produce a substantial portion of the goods or services.

_____ **Glades Business** A Glades business has a permanent place of business in the Glades.
(Please indicate):

_____ Headquarters located in the Glades
_____ Permanent office or other site located in the Glades from which a
vendor will produce a substantial portion of the goods or services.

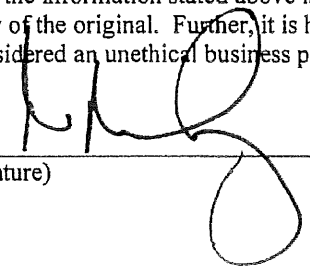
✓ _____ **Non-local Business** The Bidder does not have a permanent place of business
in Palm Beach County.

II. For Local or Glades Business Only: The attached copy of the bidder's Palm Beach County Business Tax Receipt verifies the bidder's permanent place of business.

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

President, of Horsepower Electric Inc.
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business.


(Signature)

02/07/2023

(Date)

ATTACHMENT 5a to Bid Form

BID NUMBER: PBC-PB 22-16

DATE: 02/07/2023

Certification of Business Location – Glades Subcontractor

n/A

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to non-Glades business utilizing Glades subcontractors providing services to be utilized in a project located in the Glades. To receive a local preference, Glades subcontractors must have a permanent place of business in the Glades prior to the County's issuance of any solicitation. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the subcontractors permanent place of business. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid submission. This Certification is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a Glades local preference.

- I. Subcontractor is a: **Glades Business** A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

- II. Subcontractor's Scope of Work and Bid Price:

Scope of Work: _____

Bid Price: _____

Business Address: _____

- II. The attached copy of the subcontractor's Palm Beach County Business Tax Receipt verifies the subcontractor's permanent place of business.

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

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

who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the subcontractor on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business.

(Signature)

(Date)

**ATTACHMENT 6 to Bid Form
UNIT PRICE BID FORM**

BID NUMBER: PBC-PB 22-16

DATE: 02/07/2023

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UNIT PRICE BID FORM
ATTACHMENT NO. 6 TO THE BID FORM

Bid Number: PB 22-16

Date: Dec-22

BASE CONTRACT BID						
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
1	101-1	Mobilization	LS	1	25000.00	25000.00
2	102-1	Maintenance of Traffic	LS	1	50000.00	50000.00
3	101400-1	New Type A1 Sign Panel on Overhead Structure	EA	4	15000.00	60000.00
4	101400-2	New Type A2 Sign Panel on Overhead Structure	EA	6	14000.00	84000.00
5	101400-3	New Type A3 Sign Panel on Overhead Structure	EA	4	9000.00	36000.00
6	101400-4	New Type A4 Sign Panel on Overhead Structure	EA	3	4000.00	12000.00
7	101400-5	New Type A7 Sign Panel on Overhead Structure	EA	1	7500.00	7500.00
8	101400-6	New Type A8 Sign Panel on Overhead Structure	EA	1	4500.00	4500.00
9	101400-7	New Type A5 Ground Mounted Post & Panel Sign (Panel Only)	EA	1	11000.00	11000.00
10	101400-8	New Type A6 Ground Mounted Post & Panel Sign (Post and Panel)	EA	3	4500.00	13500.00
11	101400-9	New Sign GM-05 Illuminated Message Post & Panel Sign (Post and Panel)	EA	1	44000.00	44000.00
12	101400-10	Remove Existing OH panels	EA	13	1000.00	13000.00
13	101400-11	Remove GM Sign Panels (Large)	EA	1	1500.00	1500.00
14	101400-12	Remove GM signs with posts (Large)	EA	1	1800.00	1800.00
15	101400-13	Remove GM Sign Panels (Small)	EA	1	100.00	100.00
16	101400-14	Remove Existing Over Height Warning System	LS	1	3000.00	3000.00
17	101453-1	Over Height Vehicle Warning System - Sensor 1	LS	1	95000.00	95000.00
18	101453-2	Over Height Vehicle Warning System - Sensor 2	LS	1	95000.00	95000.00
19	101453-3	Over Height Vehicle Warning System - Sensor 3	LS	1	95000.00	95000.00
20	260000-5.1	New Sign GM-05 Electrical Distribution and Grounding	LS	1	45009.00	45009.00
TOTAL BID AMOUNT, BASE BID =					\$696969.00	

Horsepower Electric Inc.

Name of Bidder/Contractor

Signature of Officer

Provide, in the appropriate spaces of the Bid Price Form, the unit price(s) and lump sum prices(s), based on the description indicated for that item, the Total Amount of each item in numerical figures and the Total Amount Bid for the entire work.

The Bid includes the work as described in the plan sheets and specifications for the Project project, and shall include all costs to complete the project in accordance with the contract documents.

**ATTACHMENT NO 7 TO BID FORM
E-VERIFICATION CERTIFICATION**

BID NUMBER: **PBC-PB 22-16**

DATE: 02/07/2023

The Bidder/offeror acknowledges and agrees to the following if awarded the CONTRACT:

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. CONTRACTOR shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the CONTRACTOR's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subcontract and CONTRACTOR shall immediately terminate its contract with the subcontractor.

If COUNTY terminates this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

Further information can be found at the following website:

<http://www.uscis.gov/e-verify>

By: _____

(Authorized Signature)

Michael Martinez, President

Print Name and Title

Name of Bidder: Horsepower Electric Inc.

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**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA**

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

PROJECT NAME: Palm Beach International Airport
Advance Warning Signage

PROJECT NUMBER: Department of Airports Project No. PB 22-16

ADDENDUM NUMBER 1

Date of Issue: January 17, 2023

This addendum modifies or interprets the proposal documents by additions, deletions, clarifications, corrections, or other type of modifications. Addenda will become part of the Contract Documents. Proposers, upon receiving addenda, shall insert same into the Proposal Documents.

It is required that this Addendum Number 1 be signed in the Acknowledgement of Receipt below and attached to the Proposal and become part of the Proposal.

A handwritten signature in black ink, consisting of a large loop followed by a horizontal stroke and a smaller loop.

Acknowledgement of Receipt of Bidder

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA**

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

PROJECT NAME: Palm Beach International Airport
Advance Warning Signage

PROJECT NUMBER: Department of Airports Project No. PB 22-16

ADDENDUM NUMBER 2

Date of Issue: January 26, 2023

This addendum modifies or interprets the proposal documents by additions, deletions, clarifications, corrections, or other type of modifications. Addenda will become part of the Contract Documents. Proposers, upon receiving addenda, shall insert same into the Proposal Documents.

It is required that this Addendum Number 2 be signed in the Acknowledgement of Receipt below and attached to the Proposal and become part of the Proposal.

A handwritten signature in black ink, consisting of a stylized 'h' followed by a large loop and a trailing flourish.

Acknowledgement of Receipt of Bidder

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA**

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

PROJECT NAME: Palm Beach International Airport
Advance Warning Signage

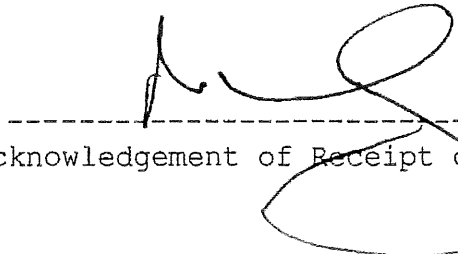
PROJECT NUMBER: Department of Airports Project No. PB 22-16

ADDENDUM NUMBER 3

Date of Issue: February 01, 2023

This addendum modifies or interprets the proposal documents by additions, deletions, clarifications, corrections, or other type of modifications. Addenda will become part of the Contract Documents. Proposers, upon receiving addenda, shall insert same into the Proposal Documents.

It is required that this Addendum Number 3 be signed in the Acknowledgement of Receipt below and attached to the Proposal and become part of the Proposal.



Acknowledgement of Receipt of Bidder

ADVANCE WARNING SIGNAGE

CONTRACT DOCUMENTS

CONTRACT

THIS CONTRACT ("Contract") is made and entered into on _____, between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" or "Owner" and _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for the:

ADVANCE WARNING SIGNAGE PROJECT NO. PB 22-16

And in accordance with the Contract Documents and for the promises and mutual consideration specified herein, the Contractor hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form.

The Contract is defined to mean and agreed to consist of this agreement, as may be amended, and the Contract Documents which consist of the following documents which are incorporated herein by reference:

- Approved Contract amendments, when executed;
- Completed Bid Form and Completed Attachments 1 through 6 dated _____;
- Completed Bonds, Completed Guarantee and Certificates of Insurance dated _____;
- General Conditions dated _____;
- Special Conditions dated _____;
- The Invitation to Bid and Instructions to Bidders dated _____;
- Technical Specifications dated _____;
- Drawings (as identified by Index of Drawings) dated _____;
- Addenda dated: _____.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of _____

(\$ _____). The prices named in the Bid are for the completed Work and all expense, direct or indirect, connected with the proper execution of the Work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified Work pursuant to the Contract. The time limit for the Substantial Completion of all Work under the Contract shall be as stated in the Bid Form. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

The Governing Order of the Contract is agreed to be as follows: The Contract includes various divisions, sections and conditions which are essential parts for the Work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents:

1. This Contract and any amendments to this Contract;
2. The Invitation to Bid and Instructions to Bidders;
3. Special Conditions;
4. General Conditions;
5. Insurance Certificates, Public Construction Bond and Guarantee
6. The Construction Documents
7. The Contractor's Completed Bid Form and Completed Attachments 1 through 6

In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then Owner shall resolve the conflict in any manner which is acceptable to Owner and which comports with the overall intent of the Contract.

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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 Contractor has hereunto set its hand and seal the day and year written. The Contractor represents that it is authorized to do business in the State of Florida and to execute this contract on behalf of itself and its Surety.

ATTEST:
JOSEPH ABRUZZO, Clerk of the Circuit Court & Comptroller

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

By: _____
Deputy Clerk

By: _____
Gregg Weiss, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

Assistant County Attorney

Director of Airports

CONTRACTOR

(witness signature)

By: _____
(Corporate Name)

(witness name printed)

By: _____
(signatory)

(witness signature)

(print signatory's name)

(witness name printed)

Its' _____
(print title)

(Corporate Seal)

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PUBLIC CONSTRUCTION BOND

BOND NUMBER _____

BOND AMOUNT _____

CONTRACT AMOUNT _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

CONTRACTOR'S PHONE: _____

SURETY COMPANY: _____

SURETY'S ADDRESS: _____

SURETY'S PHONE: _____

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

OWNER'S ADDRESS: c/o Palm Beach County Department of Airports
846 Palm Beach Department of Airports
West Palm Beach, FL 33406-1470

OWNER'S PHONE: (561) 471-7400

PROJECT NAME: _____

PROJECT NUMBER: PB 22-16

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

DESCRIPTION OF WORK: _____

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

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

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

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

_____ Dollars (\$) _____
(Here insert a sum equal to the Contract Price)

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

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: Advance Warning Signage

Project No.: PB 22-16

Project Description: Installing Oversize Vehicle Warning System and adding new wayfinding signage.

Project Location: Palm Beach International Airport
3200 Belvedere Road
West Palm Beach, Florida 33406

in accordance with Drawings and Specifications prepared by

AECOM Technical Services Inc.
7650 West Courtney Campbell Causeway, Tampa, Florida 33607
813-286-1711

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

THE CONDITION OF THIS BOND is that if Principal:

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

2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

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

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

Dated: _____

Witness

Principal (Seal)

Print Name

Name and Title Printed

Witness

Surety (Seal)

Print Name

Name and Title Printed

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

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.

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name)_____

We the undersigned hereby guarantee that the (**ADVANCE WARNING SIGNAGE, PB 22-16**) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Contractor) (Seal)

By: _____
(Contractor Signature)

(Print Name and Title)

(Surety) (Seal)

By: _____
(Surety Signature)

(Print Name and Title)

***Guarantee Must Contain Original
Signatures. No Copies Will Be
Accepted.***

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Living Wage Certification

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

Project Name: _____

Project Number: _____

Contractor: _____

Contractor Address: _____

Contractor Phone Number: _____

Contract Amount: _____

Contract for: (Brief Description of Services to be provided: _____

Statement of wage levels for Contractor's employees:

By: _____
(Signatory)

(Signatory name printed)

(Title)

(Date)

Living Wage Certification

Subcontractor Certification to General Contractor

In accordance with the Palm Beach County Living Wage Ordinance No. 2003-004, the undersigned does hereby declare that it will pay each employee a living wage.

Project Name: _____

Project Number: _____

Contractor: _____

Contractor Address: _____

Contractor Phone Number: _____

Contract Amount: _____

Contract for: (Brief Description of Services to be provided): _____

Statement of wage levels for Contractor's employees: _____

By: _____
(Signatory)

(Signatory name printed)

(Title)

(Date)

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: PB 22-16

DATE: _____

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of _____ Corporation, a corporation organized and existing in good standing under the laws of the State of _____, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the ____ day of _____, 20__ in accordance with the laws of the State of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that _____ the _____ of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.
3. That the Corporation is in good standing under the laws of the State of Florida or its State of Incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the day of _____, 20_____.

(CORPORATE SEAL)

(Signatory)

(Print Signatory's Name)
It's Secretary

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20__ by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did (did not) take an oath.

Notary Signature

Print Notary Name
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

5/6/22

Advance Warning Signage
Palm Beach International Airport

CC-1

December 2022

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ADVANCE WARNING SIGNAGE

GENERAL CONDITIONS

**CONTRACTOR
GENERAL CONDITIONS
TABLE OF CONTENTS**

ARTICLE

GC-1 ENTIRE AGREEMENT

GC-2 INDEPENDENT CONTRACTOR

GC-3 AUTHORIZED REPRESENTATIVES

GC-4 NOTICES

GC-5 LAWS AND REGULATIONS

GC-6 STANDARDS AND CODES

GC-7 CODE RELATED INSPECTIONS

GC-8 GOVERNING LAW

GC-9 RIGHTS AND REMEDIES; NO THIRD PARTY BENEFICIARIES

GC-10 COMMERCIAL ACTIVITIES

GC-11 COOPERATION WITH OTHERS

GC-12 FORMS & DOCUMENTS

GC-13 PUBLICITY AND ADVERTISING

GC-14 TAXES

GC-15 FEES

GC-16 UTILITIES

GC-17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

GC-18 EXAMINATION OF CONTRACTOR'S RECORDS

GC-19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

GC-20 PERMIT DRAWINGS AND SPECIFICATIONS

GC-21 CONTRACT INTERPRETATION

GC-22 DISPUTES

GC-23 SUSPENSION

GC-24 DECLARATION OF DEFAULT

GC-25 TERMINATION FOR DEFAULT

GC-26 OPTIONAL TERMINATION

GC-27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

GC-28 WARRANTY

GC-29 PATENT INDEMNITY

GC-30 INDEMNITY

GC-31 INSURANCE

GC-32 SITE CONDITIONS

GC-33 DIFFERING SITE CONDITIONS

GC-34 ACCESS TO WORK AREAS

GC-35 CONTRACTOR INGRESS AND EGRESS

GC-36 PRECONSTRUCTION CONFERENCE

GC-37 CONTRACTOR MEETINGS

GC-38 NOT USED

GC-39 DELIVERY, UNLOADING AND STORAGE

GC-40 CONTRACTOR'S WORK AREA

GC-41 CONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES

GC-42 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

GC-43 SUBSTITUTIONS

GC-44 EXPEDITING

GC-45 FIELD LAYOUT OF WORK

GC-46 CONTRACTOR FURNISHED DRAWINGS, DATA AND SAMPLES

GC-47 CONSTRUCTION SCHEDULE

GC-48 RESPONSIBILITY FOR WORK SECURITY

GC-49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

GC-50 PROTECTION OF EXISTING PROPERTY

GC-51 LABOR

GC-52 EQUAL EMPLOYMENT OPPORTUNITY

GC-53 SAFETY & PROTECTION OF PERSONS & PROPERTY

GC-54 PROJECT SITE PROTECTION

GC-55 FIRE PREVENTION

GC-56 ILLUMINATION

GC-57 BEST MANAGEMENT PRACTICES

GC-58 DUST CONTROL

GC-59 WATER POLLUTION

GC-60 AIR POLLUTION

GC-61 EXPLOSIVES & HAZARDOUS MATERIALS

GC-61(a) ASBESTOS NOTIFICATION

GC-62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

GC-63 TESTING

GC-64 PROGRESS

GC-65 CHANGES

GC-66 RECORD DRAWINGS AND SPECIFICATIONS

GC-67 MEASUREMENT OF AND PAYMENT FOR WORK

GC-68 PROGRESS PAYMENT PROCEDURES

GC-69 USE OF COMPLETED PORTIONS OF WORK

GC-70 ALLOWANCES AND UNIT PRICES

GC-71 SUBSTANTIAL COMPLETION

GC-72 FINAL INSPECTION AND ACCEPTANCE

GC-73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

GC-74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

GC-75 CLEANING UP

GC-76 PROJECT SIGNS

GC-77 CONSTRUCTION INCENTIVE PROGRAM

GC-78 SEVERABILITY

GC-79 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

GC-80 LIQUIDATED DAMAGES

GC-81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

GENERAL CONDITIONS

GC 1 ENTIRE AGREEMENT

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

GC 2 INDEPENDENT CONTRACTOR

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

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

2.3 Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract.

GC 3 AUTHORIZED REPRESENTATIVES

3.1 Before starting Work, Contractor shall designate a competent, authorized representative acceptable to Owner to represent and act for Contractor and shall inform Owner in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitations of such authority. At the Preconstruction Conference, Contractor shall provide resumes of key personnel for Owner's approval. Contractor shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of work at all times when Work is actually in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law. The Owner shall designate an authorized representative who will have limited authority to act for the Owner. The Owner

will notify the Contractor in writing of the name of such representative(s). The Owner's representative will be a member of the County's Facilities Development and Operations Department. Facility Users (as that term is defined in SC2 of the Special Conditions) are not authorized Owner representatives. Any Work performed by the Contractor without proper authorization or at the sole direction of a User, is performed at the Contractor's risk, and the County shall have no obligation to compensate the Contractor for such Work. The Owner has the right to assign various responsibilities of the Owner to the Architect/Engineer of Record, and can do so at any time during the duration of this Contract with written notice to the Contractor. The Architect/Engineer of Record will provide answers to RFIs, issue Field Bulletins and Field Instructions, and other related duties, and the Contractor agrees to cooperate with the Architect/Engineer.

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

GC 4 NOTICES

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

OWNER: Palm Beach County
Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-7411
Attn: Ms. Cynthia M. Portnoy

CONTRACTOR: (To be identified after award)

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

GC 5 LAWS AND REGULATIONS

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

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

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

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

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

GC 6 STANDARDS AND CODES

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

GC 7 CODE RELATED INSPECTIONS

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

GC 8 GOVERNING LAW

8.1 The Contract shall be governed by the laws of the State of Florida and venue of any action shall be in Palm Beach County, Florida.

GC 9 RIGHTS AND REMEDIES; NO THIRD PARTY BENEFICIARIES

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

9.2 Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract.

GC 10 COMMERCIAL ACTIVITIES

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

GC 11 COOPERATION WITH OTHERS

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

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

GC 12 FORMS AND DOCUMENTS

12.1 The below listed documents are to be used by the Contractor and Owner during the administration of this Contract. Additional administrative forms may supplement this list upon written notice by the Owner (or Owner's Authorized Representative). Owner reserves the right to modify these forms as it deems necessary. Contractor shall maintain logs for Items A-G and provide to Owner monthly.

- A. Request for Information
- B. Field Instruction
- C. Field Bulletin
- D. Construction Change Proposal
- E. Change Order
- F. Construction Change Directive
- G. Notice of Non-Compliance
- H. Contractor's Daily Report
- I. Substitution Request Form
- J. SBE-M/WBE Schedule 1
- K. SBE-M/WBE Schedule 2
- L. SBE-M/WBE Schedule 3

M. SBE-M/WBE Schedule 4

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

GC 13 PUBLICITY AND ADVERTISING

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

GC 14 TAXES

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

GC 15 FEES

15.1 Owner will be responsible for the following fees associated with this Project: utility connection fees, utility installation fees (including FPL), and water meter charges except for fees/permits associated with Contractor mobilization which have not been waived by Owner. Contractor shall advise Owner ten (10) days in advance of requirement for any fee amount. Water and/or sanitary sewer service capacity charges will also be paid directly by the Owner. There are no impact fees pursuant to Palm Beach County's Impact Fee Ordinance associated with this Project.

GC 16 UTILITIES

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

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

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

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

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

GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

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

GC 18 EXAMINATION OF CONTRACTOR'S RECORDS

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

GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

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

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

GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

20.1 The Contractor shall provide the Owner with two (2) complete sets of the permitted drawings and addendum within five (5) days of issuance by the appropriate building official. If the permitted set of drawings changes the scope of the Work to be performed, the Contractor shall notify the Owner, and Architect/Engineer of Record within thirty (30) days of receipt of the permitted drawings and such notification shall contain a written description of the change and the cost and time associated with such change, if any. Failure to provide such notice within thirty (30) days shall be a complete waiver by the Contractor of all additional cost and time and the

Contractor shall perform the Work at its expense and complete the Work in accordance with the schedule and in no event shall Contractor recover delay or consequential damages.

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

GC 21 CONTRACT INTERPRETATION

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

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

GC 22 DISPUTES

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

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

GC 23 SUSPENSION

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

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

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

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

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

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

GC 24 DECLARATION OF DEFAULT

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

GC 25 TERMINATION FOR DEFAULT

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

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

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

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

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

to others for completion and for liquidated damages.

25.5 Upon termination for default Contractor shall:

- A. immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of Work terminated;
- B. inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Contractor or provided by Owner for performance of Work;
- C. promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Owner as directed;
- D. cooperate with Owner in the transfer of information and disposition of Work in progress so as to mitigate damages;
- E. comply with other reasonable requests from Owner regarding the terminated Work; and
- F. continue to perform in accordance with all of the terms and conditions of the Contract such portion of Work that is not terminated.

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

GC 26 OPTIONAL TERMINATION

26.1 Owner may, at its option, terminate the Contract, in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Contractor, Owner shall pay Contractor in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

- A. Upon receipt of any such notice, Contractor and its surety shall, unless the notice requires otherwise:
 - 1. Immediately discontinue Work on the date and to the extent specified in the notice;
 - 2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;

3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
4. The Contractor agrees to assign all subcontracts required for performance of this Contract to the Owner;
5. The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor or supplier, to consent to the assignment of their Subcontract to the Owner;
6. Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
7. Complete performance of any Work which is not terminated.

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

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

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

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

GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

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

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

- A. Nature of the delay or change in the Work;
- B. Dates of commencement/cessation of the delay or change in the Work;

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

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

- 1. All schedule updates, submittals and other requirements of this General Condition have been met;
- 2. The delay must be beyond the control of the Contractor and subcontractors and due to no direct or indirect fault of the Contractor;
- 3. The delay which is the subject of the time extension must result in a direct delay to the Critical Path;
- 4. The schedule must clearly display that the Contractor has used, in full, all the float time, except for Owner initiated changes. Float time is not for the exclusive use of either the Contractor or the Owner; and
- 5. If adverse weather conditions are the basis for a claim for additional time, such claim shall be submitted within thirty (30) days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

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

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

27.5 The Contractor shall not be entitled to and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency or any other impacts to the Work or time of performance and further, hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead (whether determined by the Eichleay Formula or otherwise), increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Contractor hereby affirms that the extension of time granted herein is the Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work whether such delay is avoidable or unavoidable.

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

GC 28 WARRANTY

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

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

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

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

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

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

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

28.7 The Contractor is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Contractor is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the Owner agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Contractor of his responsibility.

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

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

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

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

GC 29 PATENT INDEMNITY

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

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

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

GC 30 INDEMNITY

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

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

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

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

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

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

GC 31 INSURANCE

31.1 General Requirements. Unless otherwise specified in this Contract or granted by County's Risk Management Department, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the life of this Contract or the performance of Work hereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. Contractor shall deliver to Owner certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) calendar days after receipt of Notification of Intent to Award, but in any event, prior to execution of the Contract by Owner and prior to commencement of Work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirement contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

31.2 Commercial General Liability. Contractor shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

31.3 Business Automobile Liability. Contractor shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

31.4 Workers' Compensation & Employer's Liability. Contractor shall agree to maintain Workers' Compensation Insurance & Employer's Liability, including Federal Act endorsement for

U.S. Longshoremen's and Harbor Workers' Act when any Work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Contractor in or doing Work in the Construction Industry, or proof of workers' compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement. If any Work is sublet Contractor shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Contractor's Workers' Compensation insurance policy.

31.5 Additional Required Insurance. The Contractor shall agree to maintain the following additional required insurance coverages with respect to any Work involving property, operations, or type of equipment for which each insurance coverage described below have been designed specifically to provide coverage for:

~~31.5.1 Watercraft Liability. With respect to any of the Work hereunder involving watercraft owned, hired, or borrowed, the Contractor shall agree to maintain Protection and Indemnity, or similar Watercraft Liability. Coverage shall be included either by way of endorsement under the Commercial General Liability or by separate watercraft liability insurance and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.~~

~~31.5.2 Aircraft Liability. With respect to any of the Work involving (fixed wing or helicopter) aircraft owned, hired, or borrowed, the Contractor shall agree to maintain Aircraft Liability. Passenger Liability shall be included when persons other than the pilot and crew are occupying the aircraft. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.~~

31.5.3 Builder's Risk. With respect to any of the Work involving the construction of real property (buildings and improvements other than buildings) during the construction Project, the Contractor shall maintain Builders Risk insurance providing coverage for the entire Work at the Project site, and will also cover portions of Work located away from the site but intended for use at the site, and will also cover portions of the Work in transit. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed \$10,000, nor shall a wind percentage deductible, when applicable, exceed five percent (5%).

Partial Occupancy or use of the Work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Contractor shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the Work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the Project, or until Contractor and County mutually consent to the termination, whichever occurs first. The Contractor agrees and

understands the County shall not provide any Builder's Risk insurance on behalf of Contractor for loss or damage to Work, or to any other property of owned, hired, or borrowed by the Contractor.

The Contractor shall be responsible for policy deductibles, coinsurance penalty, or self-insured retention including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation on all perils with the exception of projects with a value of less than \$2,000,000, the County will be responsible for the deductible (up to \$25,000) for losses of any Act of God.

31.5.4 Inland Marine/Transit Insurance. With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall agree to maintain inland marine property/transit insurance provided the coverage is not afforded by a Builders Risk policy. Coverage shall be provided in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. The Contractor agrees and understands the County shall not provide any inland marine or transit insurance on behalf of Contractor for loss or damage to Work, or to any other property of owned, hired, or borrowed by the Contractor.

31.6 Satisfying Limits under an Umbrella Policy. If necessary, the Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

31.7 Additional Insured. The Contractor agrees to endorse the County as an Additional Insured on each insurance policies required to be maintained by the Contractor, except for Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, builder's risk or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". The Contractor shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

31.8 Loss Payee. The Contractor shall agree to endorse the County as a Loss Payee on the Builder's Risk and Inland Marine/Transit Insurance, when required to be maintained by the Contractor. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners." Endorsement shall be in accordance with all of the limits, terms and conditions

set forth herein. The Contractor shall agree the Loss Payee endorsement provides coverage on a primary basis.

31.9 Waiver of Subrogation. The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

31.10 Right To Review & Adjust. The Contractor shall agree, notwithstanding the foregoing, the County, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverage, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the County reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, County shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

31.11 No Representation of Coverage Adequacy. The coverages and limits identified in the table have been determined to protect primarily interests of the County only, and the Contractor agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction Project or otherwise.

31.12 Certificate of Insurance. Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on the certificate.

In the event the County is notified that a required insurance coverage will cancel or non-renewed during the period of this Contract, the Contractor shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Contractor shall agree not continue to Work pursuant to this Contract unless all required insurance remains in effect. The County shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the County. The County reserves the right to withhold payment, but not the obligation, to Contractor until coverage is reinstated. If the Contractor fails to maintain the insurance as set forth herein, the County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its' officers, agents and employees as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.
2. Shall clearly indicate Project name and Project number to which it applies.
3. Shall clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage, ten (10) day for non-payment.
4. Evidence of renewal coverage must be provided at least thirty (30) days in advance of any policy that may expire during the term of this Contract.
5. Shall clearly identify Palm Beach County, Board of County Commissioners endorsed as a Loss Payee on the Builder's Risk and any Inland Marine coverage.
6. Contractor shall deliver to County's authorized insurance consultant a certificate of insurance with respect to each required policy to be provided under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. Certificates need to show the following as Certificate Holder.

Submit certificates of insurance to:

Palm Beach County
Palm Beach County
c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

7. Contractor shall also deliver original Certificate(s) of Insurance to the following:
Palm Beach County
c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
8. Renewal Policies - The Contractor shall promptly deliver a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to not less than five (5) business days before to the expiration date of any policy.

31.13 Deductibles, Coinsurance Penalties, & Self-Insured Retention. The Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

31.14 Subcontractor's Insurance. The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the County, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

31.15 Insurance Coverage & Limit Table. The Contractor shall agree to maintain the coverages, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage and Limit Table below.

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	CONTRACTS LESS THAN \$500,000	CONTRACTS \$500,000 OR MORE
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$5,000,000 per occurrence Yes	\$5,000,000 per occurrence; \$10,000,000 aggregate Yes
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	\$5,000,000 per occurrence	\$5,000,000 per occurrence
<u>WORKERS COMPENSATION & EMPLOYER'S LIABILITY:</u> Coverage not less than: Employers Liability Limits:	Statutory \$500,000/500,000/500,000	
<u>WATERCRAFT LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$5,000,000 per occurrence Yes	
<u>AIRCRAFT LIABILITY:</u> When used to carry passengers (excluding aircraft's crew) coverage for Passenger Liability not less than: Additional Insured endorsement required:	\$1,000,000 per passenger No	
<u>INLAND MARINE COVERAGE:</u> Limit not less than: Additional Insured & Loss Payee endorsements required:	Highest value exposed during the construction project. Yes	
<u>BUILDERS RISK:</u> Limit not less than: Endorsement to waive coverage termination from Occupancy Clause. Endorsement coverage until final acceptance of the Project by Certificate of Occupancy by the Owner. Additional Insured & Loss Payee endorsements required:	The total Project completed construction value as well as subsequent modifications to that sum. Yes Yes Yes	

GC 32 SITE CONDITIONS

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

GC 33 DIFFERING SITE CONDITIONS

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

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

GC 34 ACCESS TO WORK AREAS

34.1 Owner, and its duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements and permits, have access to such areas and the premises used by Contractor. Contractor shall also arrange for Owner, its' said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

34.2 Contractor's accesses to the site and storage areas shall be as shown on the plans and as designated by the Owner. Access routes may also be used by County employees, the public and other contractors. No other access points shall be allowed unless approved by the Owner. All

contractor traffic authorized to enter the site shall be experienced in the route or guided by contractor personnel. The Contractor is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic.

GC 35 CONTRACTOR INGRESS AND EGRESS

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

GC 36 PRECONSTRUCTION CONFERENCE

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

GC 37 CONTRACTOR MEETINGS

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

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

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

GC 40 CONTRACTOR'S WORK AREA

40.1 All Contractors' work areas on the jobsite will be assigned by Owner. Contractor shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Contractor shall provide a temporary office on the site of the Work, which shall have a telephone where a representative of the Contractor may be reached at all times during normal working hours. Should Contractor find it necessary or

advantageous to use any additional land outside the Project site for any purpose whatever, Contractor shall, at its expense, provide and make its own arrangements for the use of such additional land.

GC 41 CONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES

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

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

GC 42 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

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

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

42.3 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract drawings and specifications will be acceptable regardless of Owner's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Contractor from responsibility for the quality and securing progress of Work as required by the Contract. The Owner shall notify the Contractor of defective or unacceptable Work if the Owner discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the General Conditions Section entitled, "WARRANTY". No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

42.4 Contractor shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Contractor shall order

and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Contractor or its subcontractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Contractor shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.

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

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

GC 43 SUBSTITUTIONS

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

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

43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Contractor shall allow an additional 15 days for Owner's review of substitution. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time Contractor must order, purchase or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed

to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

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

GC 44 EXPEDITING

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

GC 45 FIELD LAYOUT OF WORK

45.1 All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Construction Drawings or as approved by the Owner in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

45.2 All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida with demonstrated experience in the Project area who shall be employed by the Contractor at its expense. The Contractor shall establish all base lines for the location of the principal component parts of the Work together with permanent bench marks and temporary bench marks adjacent to the Work. Based upon the information provided by the Construction Drawings, the Contractor shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Construction Drawings, location of property boundaries, stakes for all working points, lines and elevations. Contractor shall furnish survey, sketch and legal necessary for utility easements.

45.3 The Contractor shall have the responsibility to carefully preserve all bench marks, reference points and stakes. In case of destruction thereof by the Contractor resulting from its negligence, or for any other reason, Contractor shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be re-established by the Contractor, and all reference ties recorded therefore shall be furnished to the Owner. All computations necessary to

establish the exact position of the Work shall be made and preserved by the Contractor.

GC 46 CONTRACTOR FURNISHED DRAWINGS, DATA AND SAMPLES

46.1 Review and permission to proceed by Owner as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Contractor and does not relieve Contractor from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required to be submitted to the Owner for review, shall be submitted attached to forms provided by Owner.

46.2 Transmittals from the Contractor to the Owner shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with Contract requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with Contract requirements, and it has been coordinated with all other submittals and the Contract."

SIGN
"XYZ Construction Company"

DATE

46.3 Drawings

46.3.1 Where drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be originally generated and submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty-five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. Contractor must allow at least 21 calendar days for review by Owner. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work.

46.3.2 For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the Owner by and at the expense of the Contractor. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducibles and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Contractor. A reproducible copy of the drawings equal to or less than 11" x 17" is not necessary, but five copies of the unfolded

drawings must be transmitted to the Owner.

46.3.3 If drawings show variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.

If the Owner approves any such variation(s), it will issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

46.3.4 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. - rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

46.3.5 All drawings submitted by the Contractor shall be certified and dated by the Contractor on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the specifications. Owner will conduct a review of Contractor's drawings and a drawing marked with one of the following review comments will be returned to the Contractor.

1. No exceptions taken.
2. Make corrections noted. No re-submittal.
3. Make corrections noted. Resubmit.
4. Rejected.
5. Not required for review.

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

46.4 Samples

46.4.1 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e. adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

46.4.2 Where samples are required, they shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. Contractor must allow at least 21 calendar days for Owner's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Contractor's name, date submitted, project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

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

46.5 Catalogues, Data and Certificates

46.5.1 Where catalogues, data or certificates are required, five (5) copies of each shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the CPM schedule. Allow at least twenty-one (21) calendar days for Owner's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any Work without such review.

46.5.2 Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Contractor's name, project name, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Contractor shall be certified and dated by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the technical specifications, on forms provided by the Owner. Owner will conduct a review of Contractor's catalogues, data, and certificates and one copy marked with the review comments listed above will be returned to the Contractor.

GC 47 CONSTRUCTION SCHEDULE

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

47.2 The Project shall be monitored by a detailed critical path method scheduling system. This system shall be the basis for the evaluation of all Contractor performance. The Contractor shall, at least seven (7) calendar days prior to the pre-construction conference, submit to Owner for acceptance a short-term Schedule in the form of a 3-month bar chart indicating the initial activities of the Project including submittals. This short-term Schedule must be accepted by the Owner prior to application for the first progress payment. The Contractor, shall within (30) calendar days from and after the Contractor's receipt of written notice to proceed, and before the first progress payment is approved for payment by the Owner, submit to Owner for acceptance a detailed fabrication and construction schedule based on a critical path analysis of construction activities and sequential operations needed for the orderly performance and completion of any separable parts of any and all Work in accordance with the Contract (the Critical Path or CPM schedule). The total project duration of the CPM schedule shall equal the contract duration(s) specified in the Bid Form.

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

47.4 The construction schedule shall be complete in all respects, covering, in addition to

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

The construction schedule shall include the following:

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

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

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

1. Time Scaled Network Diagram.
2. Bar Chart in the following formats:
 - Sorted by activity
 - Sorted by total float
 - Sorted by early start
3. Precedence and successor report
4. Narrative report, if requested by Owner's Authorized Representative.
5. Electronic copy. (One copy)
6. Submittals shall be organized under Standard CSI format.

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

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

4. Percentage for completed and partially completed activities.

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

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

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

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

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

GC 48 RESPONSIBILITY FOR WORK SECURITY

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

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

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

49.1 Contractor shall be responsible for and shall bear any and all risk of loss or damage to

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

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

GC 50 PROTECTION OF EXISTING PROPERTY

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

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

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

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

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

GC 51 LABOR

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

personnel of Contractor working in violation of any provision of this Contract.

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

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

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

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

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

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

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

age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

- C. The Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- H. The Contractor shall comply with all regulations, guidelines, and standards lawfully adopted under the governing statutes.

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 Responsibility for Safety and Health

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

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

- A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and
- B. all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

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

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

53.1.5 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Contractor shall defend, indemnify and hold the Owner, Design Professional, the Owner's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or

judgments resulting either in whole or in part from any failure of the Contractor, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition.

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

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

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

53.2 Protection of Work and Property; Responsibility for Loss

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

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

53.2.3 The Contractor shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work and including improvements disturbed outside the limits of construction) before final acceptance of

the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:

- A. is directly due to errors in the Construction Documents which were not discovered by the Contractor and which the Contractor could not have discovered through the exercise of due diligence;
- B. is caused by the agents or employees of the Owner (unless (1) the Contractor has waived its rights of subrogation against the Owner on account thereof as provided in the Contract, or (2) such loss or damage would be covered by any policy or policies of insurance which the Contractor is required to maintain hereunder, whether the Contractor actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Contractor, whether or not required hereunder).

53.3 Surface and Subsurface Water

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

53.4 Emergencies

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

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

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

53.5 Owner's Standards

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

GC 54 PROJECT SITE PROTECTION

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

GC 55 FIRE PREVENTION

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

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

GC 56 ILLUMINATION

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

GC 57 BEST MANAGEMENT PRACTICES

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

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

57.3 If any Regulated Substances are stored on the construction site, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwaters, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

57.4 Contractor shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.

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

GC 58 DUST CONTROL

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

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

GC 59 WATER POLLUTION

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

GC 60 AIR POLLUTION

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

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Contractor will notify the Owner immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Owner. The Contractor shall maintain and post as necessary Material Hazard Data Sheets for all applicable hazardous materials used in the course of its Work.

61.2 In the event that hazardous material is improperly handled or stored by the Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Contractor shall immediately notify the Owner and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Contractors' sole cost and expense. Further, Contractor shall indemnify and hold harmless the Owner from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities.

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

GC 61(a) ASBESTOS NOTIFICATION

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

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

asbestos contractor contracted by the Owner.

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

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

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

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

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

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

GC 63 TESTING

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

GC 64 PROGRESS

64.1 Contractor shall give Owner full information in advance as to its plans for performing each part of the Work. If at any time during the progress of Work, Contractor's actual progress is inadequate to meet the requirements of the Contract, Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by Owner, Contractor does not improve performance to meet the currently approved Contract construction schedule, Owner may require an increase in Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to Owner. Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of Work and rate of progress required by the Contract.

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

GC 65 CHANGES

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

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

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

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

65.5 The proposal shall state the Contractor's added and/or deleted compensation in detail, including but not limited to:

- A. Material quantities and unit prices
- B. Labor man-hours and wages by craft
- C. Equipment type and size and rental rate
- D. Overhead and profit percentage
- E. Subcontract costs with back-up detail as specified in items A, B, C, and D above.
- F. Time extension, if any;
- G. A detailed description of any impacts this change will have on any activities on the Critical Path which would affect any of the Milestone Dates;
- H. Proof of payment of any tax liability resulting from a specific change (if requested by Owner).

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

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

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

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

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

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

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

The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Contractor-owned equipment used in this Contract

shall be those contained in the "RENTAL RATE BLUE BOOK" as published by EquipmentWatch, 1735 Technology Drive, Suite 410, San Jose, California 95110-1333, (800-669-3282) and current at the time Work for any specific change is performed. When equipment is used for time and materials change which does not reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

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

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

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

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

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

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

- C. Material Costs - Payment for the cost of materials furnished by Contractor for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Owner. Payment will be the net cost to Contractor delivered at the job and vendor's invoice shall accompany the billing along with the verification by Owner of such use of such materials.
- D. Contract and Outside Service Costs - Payment for Work and services subcontracted by Contractor in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Owner before the subcontractor starts to work on the change.
- E. Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Owner.

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

1. For all Work done by the General Contractor's own forces, the Contractor may add an overhead and profit fixed fee as agreed upon with Owner up to 15% of its estimated Change Order costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins.
2. For all Work done by subcontractors, the respective subcontractors may add an overhead and profit fixed fee as agreed upon up to 10% of their estimated costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins. The general contractor may add an overhead and profit fixed fee as agreed upon up to 5% of the subcontractors' total estimate which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

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

1. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Contractor for processing.
2. For changes containing both additions and deductions covering related Work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change.

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

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

65.13 Execution of Change Order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the stated modification(s), including all

claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the modification(s) constitutes, in whole or part, a cardinal change to the Contract.

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

1. Conformed Documents - Prior to the first application for payment, Contractor shall show proof of conformed documents with all Bid addenda identified on the record drawings and on its field set of drawings. Supplemental information following the bid shall be included and updated monthly for review with the application for payment.
2. Progress Records - During construction, Contractor shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between Work as shown and Work as installed. These drawings shall be available to Owner for inspection at any time.
3. Final Records - Prior to request for Substantial Completion, the Contractor shall furnish to Owner a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Owner, at its expense, will furnish Contractor with drawings for mark-up by Contractor. Contractor shall, by use of professional draftsman, accurately and neatly transfer all deviations from progress as-builts to final as-builts. Record information necessary to establish utility services shall be provided by Contractor a minimum of 30 days prior to needed utility service.

B. Specifications:

1. Progress Records - During construction, Contractor shall keep a marked-up and up-to-date set of specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These specifications shall be available to Owner for inspection at any time.
2. Final Records - Prior to request for Substantial Completions, the Contractor shall furnish to Owner a complete set of marked-up as-built specifications with RECORD clearly printed on cover. Owner, at its expense, will furnish Contractor a set of specifications for mark-up by Contractor. Contractor shall accurately and neatly transfer all annotations from progress as-builts to final as-builts.

C. Manuals and Training:

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

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

D. Endorsement:

1. Contractor shall sign each final record drawing and the cover of the record specifications and shall note thereon that deviations and annotations are complete and accurate.
2. The Contractor shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Acceptance.

E. Fixed Asset Equipment and Fixture Information:

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

GC 67 MEASUREMENT OF AND PAYMENT FOR WORK

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

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

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

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

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

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

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

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

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

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

GC 68 PROGRESS PAYMENT PROCEDURES

68.1 The Contractor shall prepare a schedule of values by phases of Work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of Work scheduled. Change Orders shall be added as separate line items. The schedule of values shall be submitted to the Owner and Architect/Engineer of Record for review and approval prior to "Commencement of Work."

Unless specifically included as a line item in the bid proposal form, "mobilization" will not be considered a line item. If included as a line item Payments shall be based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 1720, Project Record Documentation, the final 10%.

For lump sum projects, the general conditions costs will be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs).

1. Contractor's field office personnel (full-time on-site).
2. Construction office and storage facilities.
3. Utilities required to sustain field office and sanitary facilities.
4. Electrical power and water for construction.
5. Bonds and Insurance.

Progress Payments for General Conditions Costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for shop drawings and deposits for materials will not be allowed.

Prior to initial payment request, the following must be submitted and approved by the Architect/Engineer of Record and Palm Beach County Capital Improvements Division.

1. List of principal subcontractors and suppliers.
2. Schedule of values.
3. Shop drawing log.
4. Project schedule.
5. Certified copy of recorded bond. The County's contract number will be provided after award of the Contract and Contractor shall include this number on the bond prior to recording the bond. County will not make any payment to Contractor until Contractor has complied with this requirement.

68.2 The Contractor will prepare and submit three (3) original copies of monthly invoices for Work completed during the one-month period. Pay applications shall be submitted in the format and wording of the form contained in Appendix A to these General Conditions. All information must be completed for the pay application to be accepted. Owner's account number(s) for the Project will be given at the Pre-Construction meeting and will be placed at the top right hand corner of each application. These payment applications will be reviewed by all parties in attendance at the monthly pay application meetings. Prior to formal submission of the application, the Contractor shall submit a rough draft plus two extra copies for the Owner and Architect/Engineer of Record to review. The Contractor shall submit four (4) final approved copies to the Architect/Engineer of Record, whose approval is required prior to submission to the Owner.

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

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

Retainage, in the amount of 10%, will be withheld on the calculated value of any Work, with the exception of stored materials which may be paid at the supplier's invoiced cost. After 50% completion of the Work has been achieved and providing there are no good faith disputes, claims or demands of the Owner, the Contractor may request the payment of up to one-half of the retainage held by the Owner on previous pay requests.

After 50% completion of the Work has been achieved and providing there are no good faith disputes, claims or demands of the Owner, the Owner will implement a reduction in retainage to 5% on all future pay requests. When retainage is reduced, Contractor may withhold more than 5% retainage from subcontractors or suppliers only when done in accordance with the provisions of the Local Government Prompt Payment Act, may not request such withheld funds from the County, and will be required to certify compliance with F.S. 218.70 *et. seq.* on each subsequent pay application.

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

work or delivered materials. Owner reserves the right to request additional documentation supporting Contractor's request for release of retainage on completed work or delivered materials, including a consent from the Contractor's Surety.

Notwithstanding the foregoing, in no instance can the amount retained be less than the value of Owner's good faith claims plus the value of the Work the Owner determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when A/E determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% complete before the County has paid 50% of the Contract amount and 50% of the Contract time has expired.

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

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

1. A notarized "Affidavit of Disbursement of Previous Periodic Payments to Subcontractors" from the General Contractor for the portion of Work up to the date of that particular pay application.
2. OEBO Construction Activity Report (Schedule 3).
3. OEBO Payment Certification (Schedule 4).
4. An Owner approved construction schedule update

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

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

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

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

Application for Payment.

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

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

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

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

1. Complete all Work listed on the punch list prepared in accordance with GC 71 and obtain Architect/Engineer certification of completed Work.
2. Submit proof of payment on fees, taxes or similar obligations.
3. Transfer operational, access, security and similar provisions to Owner; remove temporary facilities, tools and similar items.
4. Obtain Consent of Surety for final payment and/or partial release of retainage.
5. All information required by GC 66.
6. Obtain certification of as-built (record) drawings from Architect/Engineer of Record.
7. Final Waiver and Release of Claim signed by Contractor.

GC 69 USE OF COMPLETED PORTIONS OF WORK

69.1 Whenever, as determined by Owner, any portion of Work performed by Contractor is in a condition suitable for use, Owner may issue a certificate of Substantial Completion (Partial Utilization) for that portion and take possession of or use such portion. Such certificate of

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

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

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

GC 70 ALLOWANCES AND UNIT PRICES

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

70.2 Unit prices shall apply to revisions to the Work as applicable. Unit Prices are "all inclusive", including labor, material, supervision, tools, equipment, insurance taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary.

GC 71 SUBSTANTIAL COMPLETION

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

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

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

71.4 The following items shall be completed prior to a request by the Contractor for inspection for Substantial Completion unless otherwise waived by the Owner due to an operational need.

1. Certificate of Occupancy or Certificate of Completion, as applicable, shall be obtained from the proper Building Official.
2. All general construction completed.
3. All mechanical and electrical Work complete, equipment and fixtures in place, connected, cleaned and ready for use.
4. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
5. All painting shall be completed; all signs installed.
6. All project components including floors, glass and metal Work shall be cleaned.
7. All finish hardware shall be installed, and all doors shall be in good working order. All keys and blanks shall have been provided.
8. Project site shall be cleared of the Contractor's excess equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.
9. All mechanical and electrical systems including Fire Alarm and Security, shall be complete, fully functional, and demonstrated to the Owner. The Fire Alarm system must be 100% complete without exception.

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

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

GC 72 FINAL INSPECTION AND ACCEPTANCE

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

1. Liquidated Damages, as applicable.
2. At the discretion of the Owner, one and one-half times the value of outstanding items, corrective Work, and incomplete punch list. All such Work shall be completed or corrected to the satisfaction of the Owner within the time stated on the Certificate of Substantial Completion, or on the "final punch list", or any other "punch list", otherwise the Contractor does hereby waive any and all claims to all monies withheld by the Owner to cover the value of all such uncompleted or uncorrected items.

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

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

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

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

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

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

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

GC 75 CLEANING UP

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

GC 76 PROJECT SIGNS

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

GC 77 CONSTRUCTION INCENTIVE PROGRAM

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

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

- a. Requires a change to this Contract to implement the CIC; and

- b. Reduces the Contract price without impairing essential function or characterization of the Contract provided that the proposal is not based solely on a change in deliverable and item quantities or quality; and
- c. Does not reduce the SBE participation below the level specified in the Contract; and
- d. Is approved by the Owner.

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

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

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

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

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

GC 78 SEVERABILITY

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

GC 79 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

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

79.2 Required Procedures for Protecting Confidential and Exempt Information.

- A. Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to the Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the County has the statutory obligation to protect such records from public disclosure and only disclose confidential information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the Contractor's Work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.
- B. Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the Contractor include, but are not limited to:
 - Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure owned or operated by the County;
 - Security system plans, including records, information, photographs, audio and visual representations, schematic diagrams, floor plans, surveys, as-built drawings, recommendations or consultations relating directly to the physical security of the facility or revealing security systems in whole or in part;
 - Threat assessments;
 - Emergency evacuation plans;
 - Sheltering arrangements; or
 - Manuals for security personnel, emergency equipment, security training; or otherwise containing narrative and/or graphic content of a security nature.
- C. Obligations.
 - 1. Maintain the Confidentiality of the Confidential Information. The Contractor has an obligation to maintain the confidential status of Confidential Information. The Contractor shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the County. The Contractor shall restrict access to Confidential Information to: 1) the Contractor's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing services under this Contract. Prior to releasing any Confidential Information to a Third Party, the Contractor shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this

Section, and maintain a list of any Third Party to which the Contractor has distributed Confidential Information. **Other than as authorized above, the Contractor shall not, without prior written approval of County, publish, copy, or otherwise disclose to others any Confidential Information.**

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

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

3. Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records, i.e. email, which may be exempt from Public Records Requests and protect information that is exempt from disclosure, the Contractor (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters "PREX" (in caps) as the *first* four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.
4. Notification of Improper Disclosure. County must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The Contractor shall make a report to the County not more than seven (7) business days after the Contractor learns of such an improper disclosure or unauthorized use of the Confidential Information. The Contractor's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the Contractor has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or improper disclosure. The Contractor shall provide any other such information about the unauthorized use or improper disclosure as reasonably

requested by the County. The Contractor shall take all steps the County deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

- D. Survival. The nondisclosure provisions of this Section shall survive the termination or expiration of this Contract. The Contractor's duty to hold Confidential Information in confidence shall remain in effect until County sends the Contractor written notice releasing the Contractor from the provisions of this Section.
- E. Enforcement. The Contractor understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the County in law or equity.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT: THE PROJECT MANAGER, DEPARTMENT OF AIRPORTS 846 PALM BEACH INTERNATIONAL AIRPORT , WEST PALM BEACH, FL 33406 OR BY EMAIL AT FDORECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-471-7400.

GC 80 LIQUIDATED DAMAGES

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

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

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

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

The number of days of default shall be determined by counting all calendar days. In case of default of the Contract and completion of the Work by the County, the Contractor and its Surety shall be liable for the Liquidated Damages under the Contract, but no Liquidated Damages shall be chargeable for any delay in the substantial completion of the Work by the County, due to an unreasonable action or delay on the part of the County.

GC 81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

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

82.0 E-VERIFY

82.1. Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Prior to the Notice to Proceed Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

82.2. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

82.3. County shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If County has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Contractor to terminate its contract with the subcontract and Contractor shall immediately terminate its contract with the subcontractor.

82.4. If County terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by County as a result of the termination.

Further information can be found at the following website: <http://www.uscis.gov/e-verify>

APPENDIX A

Request for Information
Field Instruction
Field Bulletin
Construction Change Proposal
Change Order
Construction Change Directive
Notice of Non-Compliance
Contractor's Daily Report
Substitution Request
Application for Payment
Certificate of Substantial Completion
Monthly Weather Summary
OEBO Schedule 1
OEBO Schedule 2
OEBO Schedule 3
OEBO Schedule 4
OEBO Subcontracting Goal Waiver Request
Living Wage Notice for Posting
Certification of Compliance – Living Wage Ordinance



FIELD INSTRUCTION

Project: _____ **Number:** _____
To: _____ **From:** _____
Re: _____ **Date:** _____

FI Description: _____
Applicable Drawing(s): _____
Applicable Specification(s): _____
Applicable Shop Drawing(s): _____

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

- ☐ Response to RFI
☐ Field Observation
☐ Other (Contractor Requested Information)
-

Reason for Instructions: _____

Instructions: _____

Design Professional: _____
Signed: _____ Date: _____
Contractor
Acknowledgment: _____
Signed: _____ Date: _____



FIELD BULLETIN

Project: _____ **FB No:** _____
To: _____ **From:** _____
Re: _____ **Date:** _____

FB Description: _____
Applicable Drawing(s): _____
Applicable Specification(s): _____
Applicable Shop Drawing(s): _____
Reason for Field Bulletin:
☐ Owner Initiate ☐ Quantity Overruns/Underruns
☐ Differing Site Conditions ☐ Request By Another Agency/Outside Party
☐ Zoning/Code/Ordinance Changes ☐ Errors/Omissions/In Design ☐ Other

This bulletin is not a change in the above contract nor an authorization to the contractor to perform work, other than contract work, or to stop or suspend work unless specifically authorized by this bulletin. However, it covers certain proposed modifications to the work covered by said contract.

Cause: _____

Detailed Description: _____

A/E Firm: ☐ Name (Architectural) ☐ Name (Civil) ☐ Name (Structural)
☐ Name (Mechanical) ☐ Name (Electrical) ☐ Name (Plumbing)

Originator: _____ Signature: _____ Date: _____

Remarks: _____

Response by: _____ Signature: _____ Date: _____

CONSTRUCTION CHANGE PROPOSAL (CCP)

Keyword: Description:

The following modification to the contract has been identified. Pursuant to the General Conditions Section GC 65, please provide a proposal as described below. The proposal shall include an itemized breakdown of contractor and subcontractor costs including, labor, materials, equipment, overhead and profit. This request shall not be considered authorization to proceed with the work herein. If scope impacts the critical path schedule an extension shall be submitted pursuant to GC 27 within the time referenced.

Reason For Modification:	Owner	Unforeseen Conditions	Error/Omission	Other Agency

Description:

Submitted By:	Project Number
Prime Contractor	Project Name
	CCP Number
	Description

Item	Description	Base Rate	Quant	Unit	Burden	Total	Mark-up (15%)
Labor							
				HR		\$0.00	\$0.00
				HR		\$0.00	\$0.00
				HR		\$0.00	\$0.00
						\$0.00	\$0.00
Subtotal Labor						\$0.00	\$0.00
Equipment							
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Subtotal Equipment						\$0.00	\$0.00
Material							
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Subtotal Material						\$0.00	\$0.00
Subcontract							Mark-up (5%)
			1	LS		\$0.00	\$0.00
			1	LS		\$0.00	\$0.00
			1	LS		\$0.00	\$0.00
			1	LS		\$0.00	\$0.00
Subtotal Subcontracts						\$0.00	\$0.00
Summary							
Labor						\$0.00	\$0.00
Equipment						\$0.00	\$0.00
Material						\$0.00	\$0.00
Subcontract						\$0.00	\$0.00
Subtotal						\$0.00	\$0.00
Bond Premium							\$0.00
Total							\$0.00

CHANGE ORDER

- | | | | |
|--------------------------|-------------------------------|--------------------------|--|
| <input type="checkbox"/> | Owner Initiate | <input type="checkbox"/> | Quantity Overruns/Underruns |
| <input type="checkbox"/> | Differing Site Conditions | <input type="checkbox"/> | Request By Another Agency/Outside Party |
| <input type="checkbox"/> | Zoning/Code/Ordinance Changes | <input type="checkbox"/> | A. Reimbursable <input type="checkbox"/> B. Non-Reimbursable |
| <input type="checkbox"/> | Errors/Omissions/In Design | <input type="checkbox"/> | Other |

PROJECT: **xxxxxx**
Airport

CHANGE ORDER NO: **One (1)**
COUNTY/FAA PROJECT NO: **PBx-xx**
CONTRACT DATE: **_,2011**
RESOLUTION NO. **Rxxxx-xxxx**
DISTRICT # **x**

TO: **Contractor.**
Address
Address

Description of Change:

Total increase to the Contract..... \$xx.xx

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE STATED MODIFICATION(S), INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

The Original Contract Sum was	\$0.00
Net change by previous Change Orders	\$0.00
The Contract Sum prior to this Change Order	\$ 0.00
The Contract Sum will be increased/decreased by this Change Order	\$0.11
The new Contract Sum including Change Order will be	\$0.11
The Time to complete this Contract will be increased/decreased by	0 Calendar days.
The Date of Substantial Completion of this Change Order therefore is	0, 2011

Name
Engineer/Architect
Address
Name and Title:
Signature:
Date:

Name
Contractor
Address
Name and Title:
Signature:
Date:

PBC Board Of County Commissioners
Owners
PO Box 21229
West Palm Beach, FL 33416-1229
Name and Title:
, Mayor
Signature:
Date:

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS



CONSTRUCTION CHANGE DIRECTIVE (CCD)

Project: _____ Number: _____
To: _____ From: _____
Re: _____ Date: _____

Project Number: _____
Contract Number: _____

Proceed with the following work on a time and material basis per General Conditions 65.

Cause for the Directive:

Description of Work:

Notification must be given to Owner prior to work commencing and work tickets must be signed daily by Owner's Representative.

Issued By: _____

Design Professional

By: _____ Date: _____

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

Department of Airports
Owner's Representative

_____ Date: _____



NOTICE OF NON-COMPLIANCE

Project: _____ **Number:** _____
To: _____ **From:** _____
Re: _____ **Date:** _____

Keyword Description: _____
Shop Drawing/Specification Reference: _____

The following item(s) is/are in non-compliance with the Contract Documents. Corrective action is to be undertaken immediately. If applicable, until corrective action is completed, no monies may be paid for the item(s) and the cost of all corrective action shall be borne by the Contractor. Contractor corrective action applicable: YES _____ NO _____

Description of Non-Compliance: _____

Contractor's Corrective Action Proposal: _____

Approval of Corrective Action:

- ☐ Proposal is acceptable ☐ Need more backup data ☐ Is not acceptable/Resubmit
☐ See attached comments ☐ Submit sketch/drawings/materials/calculations

Owner: _____ Date: _____
Engineer: _____ Date: _____

Additional Action Required by Contractor: _____

Approval of Corrective Action:

- ☐ Proposal is acceptable ☐ Need more backup data ☐ Is not acceptable/Resubmit
☐ See attached comments ☐ Submit sketch/drawings/materials/calculations

Owner: _____ Date: _____
Engineer: _____ Date: _____

DAILY PROGRESS REPORT

DATE:		Prepared By:																						
CONTRACT DAY #	OF	DAY	<table border="1" style="float: right; text-align: center; font-size: 0.8em;"> <tr> <td colspan="7"><i>Type name and sign</i></td> </tr> <tr> <td>Su</td> <td>M</td> <td>Tu</td> <td>W</td> <td>Th</td> <td>F</td> <td>Sa</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	<i>Type name and sign</i>							Su	M	Tu	W	Th	F	Sa							
<i>Type name and sign</i>																								
Su	M	Tu	W	Th	F	Sa																		
PROJECT:																								
PBC NO:																								
CONTRACTOR:																								
WEATHER	CLEAR	WINDY	CLDY																					
TEMP.																								
COMMENTS:																								
<div style="float: right; border: 1px solid black; padding: 5px; text-align: center;"> SBE </div>																								
Contractors on Site: General SUB-1 (NAME) SUB-2 (NAME) SUB-3 (NAME)																								

VISITORS			
TIME	NAME	REPRESENTING	REMARKS

MANPOWER				
TRADE	GEN.	SUB-1	SUB-2	SUB-3
General Superintendent				
Superintendents				
Foreman				
Paving Operators				
Milling Operators				
Truck Drivers				
Skilled Laborers				
General Laborers				
Electricians				
Carpenters				
Field Engineers				
Operating Engineers				
Instrumentation Tech.				

EQUIPMENT (ACTIVE)	
TYPE	NO.
Milling Machine	
Paving Machine	
Steel Wheel Roller	
Traffic Roller	
Water Truck	
Prime Coat Truck	
Tack Coat Truck	
Mechanical Broom	
Pick-up Trucks	
Loader	
Bob Cat	
Motor Grader	
Dump Trucks	
Backhoe	
Bulldozer	
Core Drill Rig	
Light Plants	
Sweeper	



SUBSTITUTION REQUEST

Project: _____ Number: _____
To: _____ From: _____
Re: _____ Date: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____

Proposed Substitution: _____
Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No: _____
Installer: _____ Address: _____ Phone: _____
History: ☐ New product ☐ 2-5 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product:

☐ Point-by-point comparative data attached

Reason for not providing specified item:

Similar Installation

Project: _____ Architect: _____
Address: _____ Owner: _____
Date Installed: _____
Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain:

Savings to Owner for accepting substitution: _____ (\$ _____)

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ Days



SUBSTITUTION REQUEST Cont.

Supporting Data attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's Review and Action:

- ☐ Substitution approved – Make submittals in accordance with Specification Section 01330.
- ☐ Substitution approved as noted – Make submittals in accordance with Specification Section 01330.
- ☐ Substitution rejected – Use specified materials.
- ☐ Substitution Request received too late – Use specified materials.

Signed by: _____ Date: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ _____

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

(Instructions on reverse side)

TO (OWNER):

Palm Beach County Dept of Airport
846 Palm Beach Intl Airport
West Palm Beach, FL 33406

PROJECT:

APPLICATION NO: 1

APPLICATION DATE:

PERIOD TO:

Distribution to:

X	OWNER
X	ARCHITECT
X	CONTRACTOR

FROM (CONTRACTOR):

VIA (A/E):

ARCHITECT'S

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0	\$0
Approved this Month		\$0	
Number	Date Approved		
TOTALS		\$0	\$0
Net change by Change Orders			\$0

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

CONTRACTOR:

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1+/-2)	\$	0.00
4. TOTAL COMPLETED & STORED TO DATE	\$	0.00
(Column G on G703)		
5. RETAINAGE:		
a. 5% of Completed Work	\$	0.00
(Column D+E on G703)		
b. 5% of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Line 5a+5b or		
Total in Column I of G703	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	0.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	0.00
(Line 3 less Line 6)		

By: _____ Date: _____

OWNERS REPRESENTATIVE'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 0.00

(Attach explanation if amount certified differs from the amount applied for.)

OWNERS REPRESENTATIVE:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CERTIFICATE OF SUBSTANTIAL COMPLETION



OWNER's PROJECT NO. _____

ENGINEER's PROJECT NO. _____

PROJECT: NAME
AIRPORT

OWNER/SPONSOR: Palm Beach County Department of Airports

CONTRACTOR: _____

CONTRACT DATE: _____

ENGINEER: _____

The Work to which this certificate applies has been reviewed and found, to the ARCHITECTS/ ENGINEERS best knowledge to be substantial complete on

Date of Substantial Completion

Substantial Completion is the state in the progress of the Work when the Work or designated portion of Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the project designate above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents.

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive. The failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within thirty (30) days of the above date of Substantial Completion.

The following documents are attached to and made a part of this certificate:

1. Tentative List of Items to be Corrected or Completed.

This certificate does not constitute an acceptance of Work not in accordance with the contract documents, nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the contract document.

Cost estimate of work that is incomplete or defective:\$

CERTIFICATE OF SUBSTANTIAL COMPLETION



Executed by ENGINEER:

{ENGINEER}

(By)

(Date)

Print Name and Title

Executed By CONTRACTOR:

[CONTRACTOR]

(By)

(Date)

Print Name and Title

Executed by OWNER:

[OWNER]

(By)

(Date)

Print Name and Title

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS			
MONTHLY WEATHER SUMMARY			
PROJECT:		PROJECT NO:	
CONTRACTOR:		PROJECT NAME:	
COORDINATOR/RPR:		MONTH:	
DATE	WEATHER CONDITIONS	LOST TIME	COMMENTS
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

TOTAL LOST DAYS

Contractor Signature:

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: _____

SOLICITATION/PROJECT/BID No.: _____

NAME OF PRIME RESPONDENT/BIDDER: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____ E-MAIL: _____

SOLICITATION OPENING/SUBMITTAL DATE: _____

DEPARTMENT: _____

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)				Total	_____	_____	_____	_____
Total Bid Price \$ _____				Total SBE - M/WBE Participation	_____			

I hereby certify that the above information is accurate to the best of my knowledge: _____
Signature Title

- Note:
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Prime Contractor: _____ Subcontractor: _____

(Check box(s) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1

Column 2

Column 3

☐ Male ☐ Female

☐ African-American/Black ☐ Asian American ☐ Caucasian American

☐ Supplier

☐ Hispanic American ☐ Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Print Name of Prime

Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name

Print Name

Title

Title

Date: _____

Date: _____

**OEBO SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM**

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT #: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

I hereby certify that the above information is accurate to the best of my knowledge _____
(Signature) (Title)

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify that _____ received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ _____ from _____
(Prime Contractor Name)

On ____/____/____ for my ____ Invoice for labor and/or materials supplied
MM DD YYYY Month

On _____ / _____
(Project Name) (Project No.)

DEPT.: _____ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

By: _____
(Signature of Subcontractor/subconsultant)

(Name & Title of Person executing on behalf of Subcontractor/
subconsultant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____
day of _____, _____ (year), by _____ (name of person
acknowledging).

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known ☐ OR Produced Identification ☐ Type of Identification _____

Palm Beach County
Office of Equal Business Opportunity
Subcontracting Goal – Waiver Request Form

PROJECT NAME: <input style="width: 90%;" type="text"/>	DATE: <input style="width: 90%;" type="text"/>
COMPANY NAME: <input style="width: 90%;" type="text"/>	CONTACT NO.: <input style="width: 90%;" type="text"/>
CONTACT PERSON: <input style="width: 90%;" type="text"/>	CONTACT EMAIL: <input style="width: 90%;" type="text"/>

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

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

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

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

PART II: Initial Communications to Potential S/M/WBE Subcontractors Using EBO Portal / Website Posting of Subcontractor Solicitations/Outreach Efforts Points: ____

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

- ☐ Contact at least three (3) S/M/WBEs in the EBO Vendor Directory for each scope of work identified to be subcontracted in Part I (emails/call logs/fax), one (1) week prior to pre-bid meeting date.
- ☐ Include current documentation of searches from the EBO Vendor Directory.
- ☐ Notify S/M/WBEs within at least 2 (two) weeks prior to the bid opening date, using at least three (3) digital media outlets (e.g. website, newspaper, trade association, publication, minority focus media)
- ☐ Additional comments, if any

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

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

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

- ☐ The negotiated price
- ☐ Bids received from subcontractors that could provide a commercially useful function
- ☐ Additional comments, if any

PART IV: Attendance at Pre-Bid Meeting

Points: ____

County staff maintains documentation regarding attendance at the pre-bid meeting.

5 points possible:

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

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

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

10 points possible:

- ☐ Provide easy access to plans and specifications for S/M/WBEs
- ☐ Provide competitive pricing
- ☐ Make efforts to assist interested business in obtaining financing, bonds, and insurance required for the County project/bid
 - ☐ Provide written documentation of the type of assistance offered
 - ☐ Company name, contact person and telephone number
 - ☐ Name of person who provided the assistance
- ☐ Provide the name, contact person, contact information the competitive pricing offered by the Supplier.
- ☐ Other efforts (if any, list below)

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

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

Signature

Print Name/Title

____ Approved
____ Denied

TOTAL SCORE: ____/100

Director, Office of Equal Business Opportunity



PALM BEACH COUNTY LIVING WAGE

October 1, 2021, through September 30, 2022.

This notice is provided in accordance with the Palm Beach County Living Wage Ordinance and reflects the adjusted living wage effective October 1, 2021, through September 30, 2022.

NOTICE TO EMPLOYEES (ENGLISH):

If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least **\$12.99** per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

NOTIFICACIÓN A PATRONES (ESPAÑOL):

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos **\$12.99** por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.

AVI POU ENPLWAYE-YO (CREOLE):

Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen **\$12.99** pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.

LIVING WAGE CERTIFICATION
CONTRACTOR CERTIFICATION TO PALM BEACH COUNTY

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

Project Name: _____

Project Number: _____

Contractor: _____

Contractor Address: _____

Contractor Phone Number: _____

Contract Amount: _____

Contract for: Prime Contracting Services

Statement of Wage Levels for Contractor's Employees: _____

By: _____

(Signatory)

(Signatory Name Printed)

(Title)

(Date)

**LIVING WAGE CERTIFICATION
SUBCONTRACTOR CERTIFICATION TO GENERAL CONTRACTOR**

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

Project Name: _____

Project Number: _____

Subcontractor: _____

Subcontractor Address: _____

Subcontractor Phone Number: _____

Subcontract Amount: _____

Subcontract for: _____

Statement of Wage Levels for Subcontractor's Employees: _____

By: _____

(Signatory)

(Signatory Name Printed)

(Title)

(Date)

ADVANCE WARNING SIGNAGE

SPECIAL CONDITIONS

**SPECIAL CONDITIONS
TABLE OF CONTENTS**

SC - 1 SPECIAL CONDITIONS

SC - 2 PROJECT TEAM

SC - 3 LOCATION OF WORK

SC - 4 WORK CONSTRAINTS

SC - 5 MEETING SPACE

SC - 6 CONCURRENT WORK

SC - 7 PESTICIDES AND HERBICIDES APPLICATION

SC - 8 NPDES PERMIT FOR STORM WATER DISCHARGE

SC- 9 CRIMINAL HISTORY RECORDS CHECK

SC-10 TAXES

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SC 1 SPECIAL CONDITIONS

The following Special Conditions supplement, modify, change, delete from or add to the General Conditions of this Contract. Where any paragraph or subparagraph is modified or deleted by these supplements, the unaltered provision of that paragraph, subparagraph or clause shall remain in effect.

SC 2 PROJECT TEAM

Key members of the Project Team as referenced in the specifications are defined as follows:

1. Owner: Palm Beach County Board of County Commissioners.
2. Contractor:
3. Architect/Engineer: AECOM Technical Services, Inc.
4. User: Palm Beach County Department of Airports
5. Owner's Project Representative:
6. Contractor's Representative:
7. Architect/Engineer's Representative: Andrew Kacer P.E.
8. Governmental and Regulatory agencies having jurisdiction over this Project include:
9. Utility companies providing service to the Project include Florida Power & Light (Electrical), AT&T (Telephone), _____ (Sewer & Water) and Solid Waste Authority (Refuse).

SC 3 LOCATION OF WORK

Palm Beach International Airport
1000 James L Turnage Blvd., West Palm Beach. FL 33415

SC 4 WORK CONSTRAINTS

Work shall normally be accomplished during daylight hours on weekdays or as otherwise noted in the plans. The County and Architect/Engineer of Record must be provided 48 hours notice of any work to be performed after daylight hours or on weekends. All care must be maintained for public safety.

SC 5 MEETING SPACE

The Owner shall provide an air-conditioned space with chairs and a table in order to conduct progress meeting with the County and Architect/Engineer.

SC 6 CONCURRENT WORK

The following work, under separate contract to the County, may occur during the contractual time frames of the Project:

1. TBD

The foregoing in no way limits the County's rights to execute additional work on the site under separate contract.

SC 7 PESTICIDES AND HERBICIDES APPLICATION

Contractor shall provide evidence to the County of proper certification of applicators of pesticides or herbicides prior to the application of those products on County property.

SC 8 NPDES PERMIT FOR STORM WATER DISCHARGE

On projects where construction activities disturb one acre of land or more, the Contractor will be required to comply with the County's NPDES General Permit which includes implementation of a storm water pollution prevention plan (SWPPP) during construction. All fees associated with the NPDES permit will be the Contractors responsibility.

SC 9 CRIMINAL HISTORY RECORDS CHECK

9.1 The Contractor, the Contractor's employees, subcontractors of the Contractor, employees of subcontractors, and suppliers shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities" - Palm Beach County General Aviation Airports and Palm Beach International Airport are identified as Critical Facilities) or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The Contractor is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Contractor acknowledges that its contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

9.2 Prior to commencement of work within Palm Beach County General Aviation Airports and Palm Beach International Airport or PBI public non secure areas, the Contractor shall make arrangements through the County's Electronic Services and Security Division/Access Section for its employees and those of its subcontractors to have fingerprint based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted an ID badge

which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Contractor will be charged a nominal fee for lost cards. For work located within the Palm Beach International Airport Secure Area badges are issued through Palm Beach County Department of Airports Security. See Section 1036 for requirements

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

9.4 Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractor's employees upon conclusion of the contract work and return them to the County. If the Contractor or its subcontractor terminates an employee who has been issued a badge, the Contractor must notify the County within 2 hours. At the time of termination, the Contractor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any contractor that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as may be amended, 2) does not immediately contact the County regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort to comply with the badge retrieval policy.

9.5 This Project is subject to:

☒ Critical Facilities Background Check – GA Airports, PBI Non-secure

☐ Critical Facilities Background Check – PBI Secure Side

SC 10 TAXES

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. This clause shall survive termination of this Contract.

10.1 County Furnished Materials

10.1.1 The Contractor shall include Florida State Sales Tax (Sales Tax) and other applicable taxes in its bid for material, supplies, and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction materials included in the Contractor's bid and/or contract.

County reserves the right to require Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement of a material supply subcontract or agreement shall be referred to as "County-Furnished Materials" and the responsibilities of both County and Contractor relating to such County Furnished Materials shall be governed by the terms and conditions of this Special Condition, which shall take precedence over other conditions and terms of the Contract where inconsistencies or conflicts exist. In addition, the County's standard terms and conditions associated with purchase ordered materials will be applicable to all County Furnished Materials.

10.1.2 Material suppliers shall be selected by the Contractor awarded the contract by the competitive bid process. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Contractor shall include the price for all construction materials in its bid. County-purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

10.1.3 To enable the County to realize savings of Sales Tax on selected tangible personal property needed for this Project, the Contractor will provide to the County a list of all intended suppliers, vendors, and materialmen for consideration as County-Furnished Materials. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, quantities and prices. The Contractor will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the County. The County will either accept or reject the Contractor's recommendations and purchases will be made according to County procedures.

10.1.4 Contractor shall identify materials which the County will furnish through this County Furnished Materials clause which will achieve a minimum agreed upon goal of tax savings. County may agree to furnish materials worth more than the minimum agreed goal. The Contractor will provide the necessary clerical and administrative services support required to implement this Special Condition.

In a timely manner, Contractor shall prepare "Purchasing Requisition Request Forms" which shall, in form and detail be acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier
- b. manufacturer or brand, model or specification number of the item
- c. quantity needed as estimated by Contractor
- d. the price quoted by the supplier for the materials identified therein
- e. any sales tax associated with such quote
- f. shipping and handling insurance cost

- g. 100% Performance Bond cost
- h. delivery dates as established by Contractor
- i. any reduction in Contractor's cost for both the Payment Bond and the Performance Bond
- j. detail concerning bonds or letters of credit provided by the supplier if included in its proposal

Contractor shall include copies of vendors' quotations, and specifically reference any terms and conditions which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

10.1.5 The following procedure, which is a waiver of the Palm Beach County Procurement Code, will be used for the implementation of this program.

After receipt of the Purchasing Requisition Request Form, County shall prepare County Purchase Orders (hereinafter Purchase Orders) for items of material which the County chooses to purchase directly. Alternately, the Contractor may prepare the Purchase Orders for the County's signature in lieu of the Purchasing Requisition Request Form. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the County. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Contractor, less any sales tax associated with such price. Promptly upon issuance of each Purchase Order by the County, Contractor shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Palm Beach County's Director of Purchasing or his/her designated representative shall be the approving authority for the County on Purchase Orders in conjunction with County-Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the County Furnished Materials on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form. The Vendor shall issue its invoice, for all materials supplied pursuant to a County Purchase Order, directly to Palm Beach County.

10.1.6 In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Contractor shall execute and deliver to the County one or more deductive Change Orders, in accordance with General Conditions (GC 65 Changes) referencing the full value of all County-Furnished Materials to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to County, plus savings to Contractor in the cost of Payment and Performance Bonds associated with such County-Furnished Materials. The Director of Facilities Development & Operations or his/her authorized representative shall be the approving authority for the County on deductive Change Orders in conjunction with County-Furnished Materials.

10.1.7 All shop drawings and submittals shall be made in accordance with GC 46, Drawings, Data & Samples, of the General Conditions.

10.1.8 Contractor shall be fully responsible for all matters relating to the receipt of materials furnished by County in accordance with these Special Conditions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases providing and obtaining all warranties and guarantees required by the Contract, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Contractor. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The Contractor agrees to indemnify and hold harmless the County from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of the Contractor. This clause shall survive the termination of this Contract.

10.1.9 As County-Furnished Materials are delivered to the jobsite, the Contractor shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Contractor shall assure that each delivery of County-Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County or Project Manager may require. The Contractor will then forward the invoice and documentation to the County through the Project Manager for payment.

10.1.10 The Contractor shall insure that County-Furnished Materials conform to the specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in County-Furnished Materials upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the Work such defective or nonconforming County-Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

10.1.11 The Contractor shall maintain records of all County-Furnished Materials incorporated into the Work from the stock of County-Furnished Materials in its possession. The Contractor shall account monthly to the County through the Project Manager for any County-Furnished Materials delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the Work.

10.1.12 The Contractor shall be responsible for obtaining and managing all warranties and

guarantees for all materials and products as required by the Contract. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor.

10.1.13 Notwithstanding the transfer of County-Furnished Materials by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all County-Furnished Materials although the Contractor shall maintain both Builders Risk and Inland Marine/Transit insurance on said Materials and the Loss Payee endorsement on said policies shall read "Palm Beach County Board of County Commissioners."

The transfer of possession of County-Furnished Materials from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the County-Furnished Materials. County-Furnished Materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.

10.1.14 The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from any delay in the delivery of, or defects in, County-Furnished Materials.

10.1.15 On a monthly basis, Contractor shall be required to review invoices submitted by all suppliers of County-Furnished Materials delivered to the Project sites during that month and either concur or object to the County's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects in such materials.

10.1.16 In order to arrange for the prompt payment to the suppliers, the Contractor shall provide to the County a list indicating the acceptance of the goods or materials within 15 days of receipt of said goods or materials. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonable required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.

10.1.17 The County shall be entitled to the benefits of any discounts attributable to the early payment of vendor invoices for materials furnished by the County pursuant to these specifications.

10.1.18 The material supplier may be required to provide a Supply Bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Project Manager. If the supply bond is required, the cost of the bond will be added to the amount of the purchase order.

The premium cost for the surety bond should not be included in the bid price. Verifying that a designated material supplier can furnish a supply bond will be the responsibility of the Contractor.

PART II – TECHNICAL SPECIFICATION

----- ADVANCE WARNING SIGNAGE -----

ADVANCE WARNING SIGNAGE

TECHNICAL SPECIFICATIONS

SECTION 01035

SECURITY- PALM BEACH INTERNATIONAL AIRPORT

1035-1.0 EMPLOYEE IDENTIFICATION

- 1.1. Contractor employees requiring access onto the Air Operations Area (AOA) shall be required to obtain photo-type Contractor identification badges from the Palm Beach County Department of Airports (DOA). The Contractor shall be responsible for the cost of the identification badges. These badges are controlled by and remain the property of DOA. Photo-type ID badges will require, at a minimum, a ten (10) year background check and Federal Bureau of Investigation (FBI) finger printing on the employee. Contractor employees wearing non-photo type badges must be accompanied/escorted into the AOA by an employee wearing a photo-type Contractor badge approved as an escort with ramp driving privileges. Badges must be displayed on the outer garment above the waist at all times when on the AOA.

1035-2.0 SAFETY

- 2.1. Airport safety is an extremely important element of managing and operating today's airport. Specific rules, regulations, advisory circulars and guidelines are placed upon the airport owner/operator to improve safety on airports and to protect its users, tenants, and neighbors.

Contractor is directed to acquaint his employees with the provisions of Appendix 2 Construction Safety and Phasing Plan (CSPP) of the Specifications and the following Federal Aviation Administration Advisory Circulars:

150/5370-2 "Operational Safety on Airports During Construction"

- 2.1.1. **Entry Into the Air Operations Area.** Entry shall be by gate(s) designated by DOA representative as indicated on the plans. The contractor shall be responsible for gate security. No personal vehicles owned by contractor's employees or subcontractors shall be allowed on the airfield at any time.
- 2.1.2. **Communications.** Radio contact with the Palm Beach International Airport Federal Aviation Administration (FAA) ground control must be maintained by all contractor vehicles on any aircraft movement areas on the airfield. Vehicle must contact the Palm Beach International Airport ground control upon entering active taxiway, or apron area where aircraft are moving or are subject to move; and if working within two hundred fifty (250) feet of the centerline of any active runway or within the object free area of any (active) taxiway (ADG IV = 129.5ft, ADG III = 93-ft), the Contractor shall maintain radio contact with the Palm Beach International Airport ground control at all times. If the Contractor has vehicles with no radio, then such vehicles shall form a convoy of no more than 2 vehicles and follow a vehicle having two-way radio contact with the ATCT.
- 2.1.3. **Airport Rules and Regulations.** The contractor(s) shall be responsible for informing all employees concerning pertinent airport and Federal Aviation Administration rules and regulations. Contractor(s) shall conform with all rules and regulations and directives issued either orally or in writing by the Executive Director or his representative. All pertinent local, state and federal safety requirements shall be observed by the contractor(s) and contractor(s) personnel.

2.1.4. Motorized Vehicles.

- 2.1.4.1. All AOA construction vehicles shall have an approved vehicle permit and be operated by a badged employee with ramp driving privileges or be escorted by a vehicle with an approved vehicle permit and operated by a badged employee with ramp driving privileges. The Contractor shall be responsible for the actions of employees and subcontractors. Personnel who do not abide by Airport rules and regulations are subject to prosecution.
- 2.1.4.2. All vehicular traffic shall come to a complete stop at all active aircraft movement areas and shall not proceed into an active aircraft movement area without authorization from the control tower.
- 2.1.4.3. Motorized vehicles and equipment operating in the AOA ramps /roadways shall not exceed the posted speed limit or 10 mph, whichever is less. Vehicles operating within 50-ft of an aircraft shall not exceed 5 mph. If approved to operate with the movement areas vehicles operating on runways or taxiways shall not exceed 15mph.
- 2.1.4.4. Aircraft shall have priority over all motorized vehicles and equipment.
- 2.1.4.5. Vehicles shall be marked and lighted in accordance with Section 1030 of the Specifications.

- 2.1.5. **NOTAMS.** Construction NOTAMS shall be issued by DOA. Construction causing runway or taxiway closures shall be kept to a minimum. Scheduled closures shall be discussed with PBCDOA representatives 14 days in advance and confirmed not less than Forty-eight (48) hours in advance.

1035-3.0 SECURITY

- 3.1.1. Contractor shall be responsible for the security of his equipment and materials. PBCDOA will provide a lock and a limited number of keys based on operational need. The Contractor is responsible for distribution and control of the keys, which are to be returned at the completion of the project. He shall be responsible for the security of all gates utilized by him. The gates shall be locked at all times or guards posted at the gates control access through them. For joint use gates, locks shall be placed on each gate used by the Contractor. The locks must be marked in a manner showing company ownership. If a lock is found unsecured, the company owning the lock is in violation of Airport Rules and Regulations. In addition, unauthorized entry to the Air Operations Area through the gates may result in the responsible party being cited for violating Airport Regulations.
 - 3.1.1.1. The Federal Aviation Act of 1958, Section 901, 49 USC 1371, gives the FAA authority to place a fine on any airport found to be in breach of a security requirement.
 - 3.1.1.2. The Contractor shall reimburse the DOA for the full amount of any fines placed on them due to negligence on the part of the Contractor or their Subcontractors. Fines may be placed on the airport for such things as security gates being unlocked, fences torn down, and AOA not being properly secured. These are only examples of items causing fines and not limitations. There could be other related items.

3.1.1.3. It is the Contractor's responsibility to prevent any breach of security within his area of construction or any route of entry to area of construction.

3.1.2. **Security Clearances.** All personnel having unescorted access to any security restricted area shall wear valid airport and contractor identification badges on their outer garments in such areas at all times to permit ready recognition by Airport Security. The Contractor's employees, whether issued airport security badges or not, must have a valid governmental identification on their person at all times. Failure to comply with these requirements will result in the employee being escorted off the AOA and fines may be imposed at the Contractor's expense. Contractor's employees are issued identification badges that allow access to their intended locations. The Owner has the right to refuse issuance of an identification badge to any employee without disclosing the reason.

3.1.2.1. Contractor employees requiring access onto AOA shall be required to obtain photo-type Contractor identification badges from DOA. The Contractor shall be responsible for the cost of the identification badges. These badges are controlled by and remain the property of PBCDOA. Photo-type ID badges will require a ten (10) year background check on the employee. Anyone wearing non-photo type badges must be accompanied onto the AOA by an employee wearing a photo-type Contractor badge with escort authority. Badges must be displayed on the outer garment above the waist at all times when on the AOA.

3.1.2.2. All unbadged Contractor employees shall comply with all airport escorting requirements and shall be within voice and visual range of a badged escort. The individual providing escort must immediately identify themselves for the individuals they are escorting prior to entering the AOA and if prompted by a TSA, PBCDOA or other unescorted badged individual.

3.1.2.3. Identification badges must be controlled at all times. When personnel are terminated, upon completion of the construction project, and/or when badges expire, the Contractor is responsible for returning identification badges to Airport Security. Before a new badge is issued to any person, their expired or invalid badge must be returned to the Security Department. Failure to return badges to airport security will result in forfeit of deposit as required under section 01036.

3.1.2.4. The Contractor will be required to comply with 49 CFR Chapter XII, Subchapter C - CIVIL AVIATION SECURITY PARTS 1540 and 1542 prior to commencing work. All personnel who have unescorted access to any area on the airport controlled for security reasons shall have completed a fingerprint-based criminal history records checks (CHRC), which includes prior employment histories to the extent necessary to verify representations made by the employee/applicant relative to employment in the preceding ten years as referenced in Specification 1036.

3.1.2.5. The Contractor will provide to the Authority a list of employees having access to the AOA. The Contractor is responsible for the direct supervision of their employees at all times while in such restricted areas.

- 3.1.2.6. Any person found within any security restricted area without proper identification shall be in violation of Federal law and the Airport Rules and Regulations. All such persons shall be escorted off the AOA and may be cited by DOA. Failure to follow safety and/or security requirements (proper identification, escorting, controlling security gate access, unauthorized access to cross active movement areas) will require the violator and the direct supervisor to re-attend SIDA class. Second infraction may result in revoking the SIDA badge and denied access to the jobsite depending on the infraction.
- 3.1.2.7. Any delay in construction of project due to violation of Federal or Airport Regulations shall be absorbed by the Contractor and not the DOA.
- 3.1.2.8. Fines are responsibility of Contractor.

END OF SECTION 01035

SECTION 01036

REQUIREMENTS FOR CONTRACTORS REQUESTING GENERAL AVIATION OR PBI (PUBLIC AREAS) AIRPORT ID'S

Contractor shall adhere to the Palm Beach County Criminal History Record Check Ordinance of the Palm Beach County Code, Chapter 2, Article IX, Sections 2-371 through 2-377 as amended. These requirements pertain to working at North County General Aviation Airport (F45), Palm Beach Park Airport (LNA), Palm Beach County Glades Airport (PHK) and the public areas at Palm Beach International Airport. If the contractor holds current Palm Beach International Airport badges, the PBI badges shall supersede the County Ordinance ID badge requirements, and no additional ID badges will be required. **All personnel shall be required to undergo a criminal history record check conducted by or on behalf of the county in order to work at any of the critical facilities referenced herein.** Security ID Badges will be granted as either unescorted or escorted access to any critical facility. At the sole discretion of The Department of Airports escorted access may be allowed due to an operational need. Badges must be displayed on the outer garment at all times.

CRIMINAL HISTORY RECORD CHECK (CHRC) REQUIREMENTS FOR CONTRACTORS WORKING AT GA AIRPORTS, PBI (PUBLIC AREAS) PALM BEACH COUNTY CODE, CHAPTER 2, ARTICLE IX, SECTIONS 2-371- 2-377

A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, **who are unescorted when entering the property.** The Contractor is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. In addition, the Contractor shall be responsible for any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI) fees that shall be paid by the County.

Each individual will be finger-printed using a computerized system, and the prints will be electronically transmitted to the FDLE and FBI for a state and national criminal history records check. Any individual found to have a disqualifying offense will not be permitted to work unescorted.

Instructions for how to facilitate your fingerprint-based Criminal History Record Check (CHRC):

The DOA (Department of Airports) Project Manager will issue a “**Contractor Instruction Package**” which includes your specific project information for clearance needs, and directions on how to schedule an appointment for fingerprinting and requirement to bring government issued ID at time of appointment. Sample forms are included in Attachment A following this specification.

Contractor Instruction Package

1. Your project is located at a General Aviation Airport or in the public areas of PBI and the DOA (Department of Airports) Project Manager has identified the project facility type as a “Critical Facility” (property) as defined in Resolution R-2003-1274.
2. The prime Contractor will provide a list of the names of all subcontractors with contact information to include full name, phone and email address for each company.
3. The DOA Project Manager will initiate the process thru the County’s Facility and Development Operations “eFDO” portal.
4. An email will be sent to the prime Contractor and subcontractors working on the project. It will include the project information (See eFDO quick Guide included herein):
 - i. Project Number or Purchase Order Number
 - ii. Project Name or Purchase Order Reference
 - iii. Project Manager Name
5. Each contractor and subcontractor must in turn enter those employees who will be working on the project.
6. **Each employee who will be working on the airport property unescorted** shall complete a Criminal History Record Check (CHRC) application. Please be advised that you and your employee(s) will need to provide the following information for the criminal history record check:
 - First, last and middle names,
 - Any aliases,
 - Employer,
 - Home address,
 - Date and place of birth,
 - Social Security Number, and
 - Drivers License number (or other government issued photo ID number)

You will be notified by the DOA Project Manager that a request for criminal history record checks was submitted to Palm Beach County’s Electronic Services and Security Division (ESS). You and/or your individual employees must phone the ESS/Access Section at (561)233-0750 to schedule fingerprinting. Please make sure that you **do this well in advance of the start date for your work**. The address and phone numbers are provided here:

Palm Beach County
Facilities Development & Operations Department
Electronic Services & Security Division
2633 Vista Parkway
West Palm Beach, FL 33411-5608
Phone: 561-233-0750
Fax: 561-233-0790

(Vista Parkway is located off of Okeechobee Blvd, west of the Florida Turnpike. Head North on Vista Parkway for 1.5 miles.) Check in with the receptionist in the Lobby.

When you go for fingerprinting:

- Do not wear Red, Orange, Blue or Yellow.
- Do not wear hand lotion and each person should have a valid state or Government Issue Photo I.D to verify your identity.
- If you are unable to make the appointment on time you are to notify the Center.

The Access Technician will then process the fingerprints and take a digital photograph for a future identification badge.

3. **Please note that Critical Facilities CHRC can take approximately up to 1 week for results.** In addition to the normal process time (1 week), please know that anyone with disqualifying offense(s) who requests an escort may take longer to evaluate and approve. If there are no disqualifying offenses, the Access Section will prepare a photo ID badge for each contractor employee. The Access Section will notify the DOA Project Manager when the badges have been prepared.

What happens if a disqualifying offense is found?

If a disqualifying offense is found, the ESS/Access Section will:

- ➔ Send a letter to the individual advising that he or she cannot work unescorted in a critical facility and has the right to obtain a copy of the records with proper identification;
- ➔ Notify the agency or department that the individual requires an escort and determine if an escort can be provided;
- ➔ Notify the contractor's employer that the individual cannot work unescorted and what provisions, if any, have been arranged for an escort; and
- ➔ Not disclose to the agency or department or to the individual's employer the results of the criminal history record check.

If an escort has been arranged for the individual, the ESS/Access Section will issue a badge, without which clearly states that an escort is required. This same type of badge will be issued to contractor employees who have not completed the criminal history record check process.

4. After the ESS Access Section has completed the required CHRC for each employee and the required ID Badge is ready, ESS will contact the DOA Project Manager. The DOA Project Manager will facilitate and coordinate getting the required ID badge(s) to the

contractor/subcontractor personnel.

The ID badge(s) must be worn at all times while on the Airport Property.

If an ID badge is lost or stolen, you must notify the DOA Project Manager and Access Section at (561)233-0750 immediately to arrange for a replacement.

Contact the DOA Project Manager when ID badges(s) need to be temporarily or permanent surrendered.

Upon termination of any employee working on the project, you (contractor/subcontractor) must notify the DOA Project Manager within 2 hours and must immediately report the event to the Access Section. Any terminated employees must surrender their ID badges(s). Surrendered ID badges(s) are to be returned to the Access Section.

The DOA Project Manager will collect all contractor/subcontractor ID badges(s) either at the completion of the project or as each sub-contractor completes their portion of the work. Final Payment will not be made until the badges have been returned to the DOA Project Manager

Photo ID badges for unescorted access will have an **expiration date of one year or less**. When badges are renewed, the criminal history record check will be updated.

DISQUALIFYING OFFENSES

A person will be considered to have a disqualifying offense if he or she was convicted of or entered a plea of guilty or nolo contendere to any of these criminal offenses listed:

1. Carrying a weapon or explosive into a building where this is posted as prohibited.
2. Destruction or vandalism to a public building or property.
3. Conveying false information and threats.
4. Murder or assault with intent to murder.
5. Treason, espionage or sedition
6. Kidnapping or hostage taking
7. Rape or aggravated sexual abuse
8. Unlawful possession, use, sale, distribution or manufacture of an explosive, weapon or weapon of mass destruction
9. Terrorism
10. Hate crimes
11. Extortion
12. Armed or felony unarmed robbery
13. Distribution of, or intent to distribute, a controlled substance
14. Felony arson
15. Felony involving a threat
16. Felony involving:
 - a. Willful destruction of property
 - b. Importation or manufacture of a controlled substance
 - c. Burglary
 - d. Theft
 - e. Dishonesty, fraud or misrepresentation
 - f. Possession or distribution of stolen property
 - g. Aggravated assault
 - h. Bribery
 - i. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year
 - j. Violence at any public airport
 - k. Information technology crimes including, but not limited to, unlawful use of protected information or hacking
17. Conspiracy or attempt to commit any of the criminal acts listed
18. Any offense involving animals if the individual will be working within a Critical Facility/area within an animal care and control facility
19. Any offense involving juveniles when the individual will be working at an aquatic center, gymnasium, Head Start facility, community center or the High Ridge Family Center
20. Any felony involving violence.
21. Any offense against a law enforcement officer.

The offense will not be considered disqualifying if the individual received a full pardon or had his or her civil rights restored.

END OF SECTION 01036

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SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Provisions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Field condition reports.
 - 6. Special reports.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Airport Project Representative.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).
 4. Name of subcontractor.
 5. Description of the Work covered.
 6. Scheduled date for Airport Project Representative's final release or approval.
- C. Preliminary Construction Schedule: Submit two opaque copies.
1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- D. Preliminary Network Diagram: Submit two opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.
- E. Contractor's Construction Schedule:
1. Submit an electronic copy of schedule, using software indicated, and Adobe pdf. Include type of schedule (Baseline or Updated) and date on label.

- F. CPM Reports: Concurrent with CPM schedule, submit each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading (if requested), original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 3. Total Float Report: List of all activities sorted in ascending order of total float.
 4. Earnings Report (If requested): Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- G. Daily Construction Reports: Submit 2 copies at monthly intervals.
- H. Material Location Reports: Submit at weekly intervals.
- I. Field Condition Reports: Submit at time of discovery of differing conditions.
- J. Special Reports: Submit at time of unusual event.

1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Airport Project Representative's request.
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 1. Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
1. Review software limitations and content and format for reports.
 2. Verify availability of qualified personnel needed to develop and update schedule.
 3. Discuss constraints, including phasing, area separations, interim milestones and partial Owner occupancy.
 4. Review delivery dates for Owner-furnished products.
 5. Review schedule for work of Owner's separate contracts.
 6. Review time required for review of submittals and resubmittals.
 7. Review requirements for tests and inspections by independent testing and inspecting agencies.
 8. Review time required for completion and startup procedures.
 9. Review and finalize list of construction activities to be included in schedule.
 10. Review submittal requirements and procedures.
 11. Review procedures for updating schedule.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Airport Project Representative.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than 14 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Airport Project Representative's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents (such as work hours) and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 6. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
 8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.

- b. Permanent space enclosure.
 - c. Completion of mechanical installation.
 - d. Completion of electrical installation.
 - e. Substantial Completion.
- 9. Other Constraints: Relocation and installation of MUFIDS system integration
- E. Cost Correlation: If requested, at the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
 - 1. Refer to Division 1 for cost reporting and payment procedures.
 - 2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Airport Project Representative's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
 - 3. Each activity cost shall reflect an accurate value subject to approval by Airport Project Representative.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- G. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule at the pre-construction conference.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 10 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.5 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: If requested, submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, cost- and resource-loaded (if requested), time-scaled CPM network analysis diagram for the Work.
 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Airport Project Representative's approval of the schedule.
 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
 5. Approval of CPM Baseline Schedule is required prior to start of construction.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing and commissioning.
 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. **Scheduled start and completion dates shall be consistent with Contract milestone dates.**

3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Principal events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the Schedule of Values).
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time.
- G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

2.6 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events (refer to special reports).
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Construction Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial Completions and occupancies.
 19. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.7 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
 - 1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals with each application for payment, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
 - 4. **Each Update shall include the approved baseline schedule start and finish dates in comparison to the progress update showing actual start and finish dates**
- C. Distribution: Distribute copies of approved schedule to Airport Project Representative, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01320

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Provisions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 01320 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 2. Section 01720 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect/Engineer's responsive action. Submittals may be rejected for not complying with requirements.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect/Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect/Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name submittal file with DOA project number identifier and related technical specification, including revision identifier.
 - a. File name shall use DOA project number identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., GL18-6. P620.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., GL18-6. P620.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect/Engineer.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect/Engineer.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.

- g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
- a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
 - e. Other necessary identification.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect/Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect/Engineer's action stamp.
 - 4. Excess resubmittals due to non-compliance: In the event resubmittals are required as a result of the Contractor's failure to meet the minimum technical requirements of the Contract Documents, Drawings and Technical Specifications, such that the total number of resubmittals exceeds 10% of the total number of submittals required, the costs associated with the engineer's review and processing of these resubmittals shall be at the expense of the Contractor and such costs will be deducted from the payments otherwise due to the Contractor. The costs of the engineer's review of resubmittals above and beyond 10% of the total number of submittals required by the Contract Documents, Drawings and Technical Specifications shall be final and non-negotiable. These costs

shall be in addition to liquidated damages as outlined in Attachment No. 2 to the Bid Form.

- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect/Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Post electronic submittals as PDF electronic files directly to Project Web site or Architect's FTP site specifically established for Project.
 - a. Architect/Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Submit electronic submittals via email as PDF electronic files.
 - a. Architect/Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:

- a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Dimensions.
 - c. Fabrication and installation drawings.
 - d. Rousing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring; differentiate between manufacturer-installed and field-installed wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Design Calculations.
 - i. Schedules.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship and attachment to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 22 by 34 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.

- b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
- 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
- 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect/Engineer will return submittal with options selected.
- 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect/Engineer will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 01320 "Construction Progress Documentation."
- G. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01400 "Quality Control Services."
- H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01700 "Contract Closeout."
- I. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- J. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- K. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- L. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- M. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- N. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- O. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- P. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- Q. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- R. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- S. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- T. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- U. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect/Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect/Engineer.

"I certify that I have checked this submittal for accuracy, completeness and compliance with contract requirements, and it has been coordinated with all other submittals and Contract Documents."

SIGN
"XYZ Construction Company"

DATE

- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01700 "Contract Closeout."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT/ENGINEER'S ACTION

- A. General: Architect/Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect/Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect/Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
1. Conforms with Concept
 2. Conforms with Concept – As Noted
 3. Revise and Resubmit
 4. Not Accepted.
- C. Informational Submittals: Architect/Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect/Engineer will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect/Engineer.
- E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

- F. Submittals not required by the Contract Documents may be returned by the Architect/Engineer without action.

END OF SECTION 01330

SECTION 01400

QUALITY CONTROL SERVICES

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS: Drawings, General Requirements, Special Provisions, Specifications, and other Contract Documents apply to work of this section.
- 1.2 DESCRIPTION OF REQUIREMENTS:
- A. General: Required inspection and testing services are intended to assist in the determination of probable compliance of the work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the Contract Documents.
 - B. Specified Inspection and Tests: Inspection, tests and related actions specified in this section and elsewhere in the Contract Documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the Contract Documents.
 - C. Contractor Quality Control: Requirements for the Contractor to provide quality control services as required by the Engineer, the Owner, and the provisions of this section do not limit governing authorities or other authorized entities.
 - D. Contractor's Quality Control Personnel and Laboratory: Contractor shall conform to the requirements of *FDOT Section 105 Item C-100* and all technical specifications as listed in this manual.
- 1.3 RESPONSIBILITIES:
- A. Contractor Responsibilities: Contractor is responsible for his own quality control testing and inspection to insure the quality of his means and methods of construction will produce the specified quality of work, and for any tests and inspections required by regulatory agencies. Costs for these services shall be included in the contract sum. The Contractor may employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified, or qualified contractor personnel may perform these services.
 - B. The Contractor shall submit for Engineer's approval a Quality Control (QC) Plan delineating his methods for each item requiring inspections, tests, and similar services.
 - C. Quality Assurance: The Owner will engage and pay for the services of an independent agency to perform inspections and tests of materials for Quality Assurance. The Owner's quality assurance testing shall in no way relieve the Contractor of the responsibility for providing the quality materials, workmanship and testing required to comply with these specifications.
 - D. Retest Responsibility: Where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with the requirements of the Contract

Documents, then retests are the responsibility of the Contractor, and shall be deducted from monies due the Contractor on his monthly pay request, regardless of whether the original test was the Contractor's responsibility. Retesting of work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.

- E. Responsibility for Associated Services: The Contractor is required to cooperate with the independent agencies performing required inspections, tests, and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:

1. Providing access to the work.
2. Taking samples or providing assistance with taking samples.
3. Delivery of samples to test laboratories.
4. Security and protection of samples and test equipment at the project site.
5. Surveying services required establishing horizontal and vertical location of tests by Engineer's quality assurance testing laboratory.

- 1.4 SCHEDULE OF SERVICES: Each specification section identifies principal inspections, tests and similar services required by the Contractor Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

- 3.1 REPAIR AND PROTECTION: Upon completion of inspection, testing, sample-taking, and similar services performed on the work, repair damaged work and test sites to eliminate deficiencies. Protect work exposed by or for quality control service activities, and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.
- 3.2 MEASUREMENT AND PAYMENT: No measurement or payment will be made for work in this section; it will be considered as incidental cost to other items of work.

END OF SECTION 01400

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 REQUIREMENTS:

- A. Comply with requirements stated in conditions of the contract and in specifications for administrative procedures in closing out the work.
- B. Related requirements in other parts of the Project Manual including fiscal provisions, legal submittals and additional administrative requirements: Conditions of the contract.

1.02 SUBSTANTIAL COMPLETION: When the Contractor considers that all work under the Contract is complete as referenced in the Special Provisions Section SP 18, Contractor shall so inform Owner and A/E and request a substantial completion inspection in writing

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 FINAL INSPECTION: When Contractor has corrected all or the items on the punch list as recorded at the Substantial Completion inspection he shall notify the Owner in writing. Once the Owner/Engineer is satisfied that all work under the Contract is completed and is in accordance with the requirements of this Contract, Owner shall notify Contractor in writing of final acceptance of its work under this Contract.

3.02 REINSPECTION FEES: Should Engineer perform reinspections or testing due to failure of the work to comply with the claims of status of completion made by the Contractor, the Owner will compensate Engineer for such additional services. The Owner will deduct the amount of such compensation from the final payment due the Contractor.

3.03 NON RETURNED SECURITY BADGES: The Owner will deduct the deposits specified under Section 1036 for failure to return all PBI Security Badges issued to employees and subcontractors

3.04 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER: These documents will be submitted together in one (1) 3-ring binder with table of contents and dividers to include the following with the exception of the project record documents and O & M manuals which will be transmitted separately:

- A. Evidence of compliance with requirements of governing authorities: Certificates of Inspection.
- B. Project Record Documents: Conform to requirements of Section 01720.
- C. Warranties and Bonds: Conform to requirements of Section 01740.
- D. Certificates of Insurance for products and completed operations.
- E. Once the Engineer has determined the work is acceptable under the Contract Documents, he will furnish the Contractor appropriate number of copies of the following documents:

1. Final Pay Application with DBE or OEBO Schedules
2. Disbursement of Final Payment to Subcontractors
3. Consent of Surety to Release Final Payment
4. Form of Guarantee
5. Notarized Conditional Waiver and Release of Claim
6. Final or Conditional Releases from Subcontractors and suppliers.

F. Asbestos Certification

The Contractor shall provide a signed and notarized affidavit indicating **that no asbestos containing materials were used or installed during the course of construction** as a condition precedent to Final Payment.

G. Fixed Asset Equipment and Fixture Information:

Contractor shall provide the Owner with a list (in electronic format and hard copy) of each piece of equipment having an individual value greater than \$500.00. The list shall include, at a minimum; a) the name, make and model number, b) the quantity installed, and 3) the value of the equipment. This is a condition precedent to Final Payment

H. Operation and Maintenance Manuals:

Contractor shall provide the Owner (3) Three-Ring Binders unless otherwise specified of Operation and Maintenance Manuals for all installed equipment as a condition precedent to Final Payment.

I. Complete List of all Subcontractors

The Contractor shall provide a final complete list of all subcontractors with contact names, addresses, phone numbers and final paid to date amounts as a condition precedent to Final Payment.

3.04 PAYMENT: No separate payment will be made under this section for work described or specified herein.

3.05 FORMS: See attached forms

DISBURSEMENT OF FINAL PAYMENT TO SUBCONTRACTORS

DATE: _____

PROJECT: _____

CONTRACT NO. _____

TO APPLY TO FINAL ESTIMATE NUMBER, _____ FOR 20____.
(Month)

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the Department for all work completed and materials and equipment furnished under the Contract except for \$ _____ which is in dispute with _____ (leave blank if fully paid) as a result of back charges (attach explanation of back charges, if applicable). The term "subcontractor" as used herein shall also include persons or firms furnishing materials, or equipment incorporated into the work for which final payment has been made by the County, and work done under equipment-rental. The following are to be paid from the final payment:

Subcontractor or supplier	amount
Subcontractor or supplier	amount
Subcontractor or supplier	amount

(Use attachment for additional Sub-contractors or suppliers)

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION OR RETENTION OF FUTURE CONTRACT PAYMENTS.

Contractor

By

Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by _____ (name of person acknowledging), who is personally known to me OR who produced _____ as identification.

Notary Signature

Print Notary Name

NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

Local and Federal Front End Documents
Advance Warning Signage
Palm Beach International Airport

Section 1700 v 010422

November 2022

CONSENT OF SURETY FOR FINAL PAYMENT

PROJECT NAME: _____

PROJECT NO.: _____

PROJECT LOCATION: _____

CONTRACT R NO.: _____

CONTRACT DATE: _____

ORIGINAL CONTRACT AMOUNT: _____

FINAL CONTRACT AMOUNT: _____

In accordance with the provisions of the above-named Contract between the County and the Contractor, the following named Surety:

on the PUBLIC CONSTRUCTION BOND of the following named Contractor:

hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named County, as set forth in said Surety Company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20____.

(Attest)

(Name of Surety Company)

(Affix corporate seal here)

(Signature of Authorized Representative)

TITLE: _____

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20____ by _____
(name of person making statement): who is personally known to me OR who produced _____ as identification.

Notary Signature

Print Notary Name
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

FORM OF GUARANTEE

GUARANTEE FOR _____

We hereby, the undersigned, guarantee that the _____ Project at _____
_____, Airport, Palm Beach County, Florida, which we have constructed and bonded,
has been done in accordance with the plans and specifications; that the work constructed will fulfill the
requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or
all of the work, together with any other adjacent work which may be damaged in so doing, that may prove
to be defective in the workmanship or materials within a period of one year from the date of issuance to us
of the Notice of Substantial Completion of the above named work by the County of Palm Beach, State of
Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual
abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days
after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we,
collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired
and made good at our expense and we will honor and pay the costs and charges therefore upon demand.
When correction work is started, it shall be carried through to completion.

DATED _____
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

CONTRACTOR

(Contractor Name)

(Seal)

By: _____
(Contractor Signature)

(Print Name and Title)

SURETY

(Surety Name)

(Seal)

By: _____
Surety Signature

Guarantee Must Contain Original Signatures. No Copies will be Accepted.

CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned to induce the final payment in the sum of \$ _____, and other valuable considerations and benefits to the undersigned accruing does upon receipt of payment waive, release and quit claim all claims or demands of every kind whatsoever against the project, commonly known as _____, and Palm Beach County, Florida, on account of work and labor performed, and/or materials furnished in, to, or about the construction of any building or buildings, situated thereon, or in improving said property above described, or any part thereof.

It being understood that this is a Final Waiver and Release of Claim, and the undersigned warrants that no assignment of said claim, nor the right to perfect a claim against any real estate by virtue of the accrual of said payment, has or will be made, and that the undersigned has the right to execute this Final Waiver and Release, and that all laborers employed by the undersigned in connection with the construction of improvements upon the aforesaid premises, to the extent of the payment herein referred to, have been fully-paid and all materials, supplies and personalty are free and clear of conditional bill of sale and/or retain title contracts.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and I hereby acknowledge that the foregoing statements are true and correct this ____ day of _____, 20____.

CONTRACTOR

Signature

BY _____
Type Name, Title

The foregoing instrument was acknowledged before me by means of [☐] physical presence or [☐] online notarization, this ____ day of _____, 20____ by _____ (name of person acknowledging), who is personally known to me OR who produced _____ as identification.

Notary Signature

Print Notary Name
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

AFFIDAVIT OF NO ASBESTOS

DATE: _____

PROJECT: _____

CONTRACT NO. _____

The undersigned hereby certifies that all materials incorporated into the above referenced project are free of asbestos contained materials or are not in excess of amounts allowed by Local/Stage standards, laws, codes, rules and regulations, the Federal Environmental Protection Agency (EPA) Standards Administration and/or the Federal Occupational and Health Administration (OSHA) standards, whichever is more restrictive.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and I hereby acknowledge that the foregoing statements are true and correct this ____ day of _____, 20____.

Contractor

By

Title

The foregoing instrument was acknowledged before me by means of [☐] physical presence or [☐] online notarization, this ____ day of _____, 20____ by _____ (name of person acknowledging), who is personally known to me OR who produced _____ as identification.

Notary Signature

Print Notary Name
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

SAMPLE CLOSE-OUT CHECKLIST

Item No	Req for CRC	N/A	Contractor	Date Rec'd	DOA	Date Rec'd	Item Description
1	X		X				Final Pay Application w/ Schedule 4 & 5
2	X				X		Final Budget Availability Statement (BAS).
3a	X				X		Complete List of Subcontractors and "Notice to Owner" parties; with documentation of any parties still owed money at time of final pay application.
3b	X		X				Disbursement of Final Payment to Subcontractors
4					X		One Original Copy of each Change Order.
5	X				X		Contract Order History
6	X		X				Final Release/Consent of Surety to Release Payment (w/final contract amount)– w/o claims
6a	X		X				Final Release/Consent of Surety to Release Payment (w/ final contract amount)– with claims – if applicable
7	X		X		X		Certificate of Substantial Completion (date: XX/XX/18)
8	X		X				Form of Guarantee/Contractors Warrantee
9	X		X				Notarized "Conditional Final Waiver and Release of Claim" from General Contractor
10	X				X		OSBA Sign off
11	X		X				Current Insurance Compliance Document
12			X				O & M Manuals and Attic Stock (As Specified) (Trans.to Main. XX/XX/17)
13			X				Field Data - As-built Drawings (Certified by the Engineer) & Redlines needed. (All Phases)
14			X				Completed List of Names, Addresses and Telephone Numbers of all Sub-contractors.
15			X				All Equipment Warranties (As Applicable).
16			X		X		List of Equipment & Values to Fixed Asset Manager.
17			X		X		Verification that all punch list items is complete. Punchlist to be completed within 30 days of transmittal to contractor
18					X		Summary of Construction Costs – unit price contracts
19					X		Summary of Failed Test(s) with costs
20			X		X		Returned – Hang tags and Badges of subcontractors to DOA Security (Prime Contractor to route)
21			X		X		Returned – Keys (DOA ROUTE TO Maintenance)
22			X		X		Returned – gate pass or parking passes to DOA Ops (Prime Contractor to route)

END OF SECTION 01700

SECTION 01720-PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS:

- A. Contractor shall maintain at the site as specified herein for the Owner one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change orders and other modifications.
 - 5. Engineer field orders or written instructions.
 - 6. Approved shop drawings, product data and samples.
 - 7. Field test records.
 - 8. Laboratory test records.
- B. Related requirements in other parts of the Project Manual: Conditions of the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 MAINTENANCE OF DOCUMENTS AND SAMPLES:

- A. Store record documents and samples in Contractor's field office apart from documents used for construction.
- B. File documents and samples in accordance with data filing format of the Construction Specifications Institute - MASTERFORMAT.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by Engineer.

3.2 RECORDING:

- A. Stamp or label each document "PROJECT RECORDS" in 3/4-inch letters.
- B. During daily progress of the work, the job superintendent for the Contractor shall record information concurrently with construction progress.

Do not conceal any work until required information is recorded.

- C. Drawings: Legibly mark to record actual construction in color codes designated by the Engineer.
- D. All field data for record information shall be obtained by a surveyor who is a Registered Land Surveyor (RLS) in the state of Florida.
- E. Record Information includes but is not limited to the following:
 - 1. Depths of various elements of foundation in relation to finish reference datum.
 - 2. Horizontal and vertical locations of pavements and underground utilities and appurtenances (structures, valves, tees etc).
 - 3. Field changes of dimension and detail.
 - 4. Changes made by field order or by change order.
 - 5. Details not on original contract drawings.
 - 6. Extent and dimensions of pavement removal.
 - 7. Any other changes in the plans.
 - 8. Storm drainage system construction:
 - a. Exact locations of structures and distance between all catch basins, manholes, points of intersection, and line terminals or headwalls.
 - b. The invert elevation of the end of all pipes, stub outs, and headwalls.
 - c. The rim (top of frame) or top of grate and invert elevations of all manholes, catch basins, and other structures.
 - d. Elevations of all ponds, berms, ditches, swales and other grading work to assure construction meets the requirements of all permit.
 - 9. Electrical construction identification:
 - a. Exact locations of structures and distances between all manholes and points of intersection.
 - b. Exact size and location of duct bank or cable run and what circuits it feeds.
 - c. Exact location of any lines abandoned in place.
 - d. Exact location, type, and size of runway and taxiway edge lights, centerline lights, and/or touchdown zone lights.
 - e. Rim and invert elevation of all manholes and duct banks.
 - f. Depth of cover on direct burial lines.
 - g. Locations of cable splices.
 - h. Location and description of signs.
- F. Specifications and addenda: Legibly mark each section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - 2. Changes made by field order or by change order.
- G. All horizontal control dimensions shall be to the nearest tenth of a foot. Elevations shall be to the nearest one-hundredth of a foot.
- H. Set one (1) Concrete Benchmark and document location and elevation data.

3.3 SUBMITTAL:

- A. Upon completion of the work the Contractor shall submit one hard copy and electronic media (AutoCAD 2007 or later from Autodesk), record drawings of all work completed to the Engineer. Record drawings shall include all elevation data points which shall be submitted in 3-d format and shall include, as a minimum the northing, easting, elevation (all in feet) and descriptor for each data point. The Engineer will provide Contractor with AutoCAD drawings of all original construction drawings. Any design information in the drawings that has been changed shall be marked with a strike thru and asbuilt information shall be added such that the drawings contain the original design and the asbuilt configuration.
- B. At the close of the job and prior to receipt of final payment, the Contractor shall deliver to the Engineer for the Owner two complete hard copy sets of Record Documents meeting the requirements of 3.3(A) plus the number of sets required by all regulatory agencies. The final Pay Request will not be processed until receipt and acceptance by the owner and all regulatory agencies of the record drawings for the project. All hard copy submittals shall be signed and sealed by a Professional Land Surveyor licensed in the State of Florida.
- C. Accompany submittal with transmittal letter containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each record document.
 - 5. Signature of Contractor or his authorized representative.

3.4 PAYMENT: *No separate payment will be made for "Project Record Documents", all work required under this section shall be considered incidental and included under other pay items.* Payment shall be made at the contract lump sum price for "Project Record Documents."

Payment will be made under: _____

~~Item 01720 Project Record Documents per lump sum.~~

END OF SECTION 01720

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SECTION 01740-WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS:

- A. Contractor shall:
 - 1. Compile specified warranties and bonds.
 - 2. Compile specified service and maintenance contracts.
 - 3. Co-execute submittals to verify compliance with Contract Documents.
 - 4. Review submittals to verify compliance with Contract Documents.
 - 5. Submit to Engineer for review and transmittal to Owner.
- B. Related requirements in other parts of the Project Manual:
 - 1. Bid Bonds: Instructions to bidders.
 - 2. Performance Bond and Payment Bond: Conditions of the contract.
 - 3. General warranty of construction: Conditions of the contract.
- C. Related requirements specified in other sections:
 - 1. Warranties and Bonds required for specific products: Each respective section of specifications.
 - 2. Provisions and duration of Warranties and Bonds: The respective section of specifications, which specifies the product.
 - 3. Contract closeout: Section 01700

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SUBMITTAL REQUIREMENTS:

- A. Assemble warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Number of original signed copies required: Two (2) each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning of warranty, bond, or service and maintenance contract.
 - 5. Duration of warranty, bond, or service and maintenance contract.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances, which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone number.

3.2 FORM OF SUBMITTALS:

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8 1/2 inches x 11 inches. Punch sheets for 3-ring binder. Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Project title and number.
 - b. Owner's name.
 - c. Contractor's name and address.
- C. Binders: Commercial quality, 3-ring, with durable and cleanable plastic covers.

3.3 TIME OF SUBMITTALS:

- A. Submit within ten (10) days after date of substantial completion, and prior to final request for payment.
- B. For items of work where acceptance is delayed materially beyond the date of substantial completion, provide updated submittal within ten (10) days after acceptance, listing the date of acceptance as the start of the warranty period.

3.4 SUBMITTALS REQUIRED: Submit warranties, bonds, and service and maintenance contracts as specified in the respective sections of specifications.

3.5 PAYMENT: No separate payment will be made under this section for work described or specified herein.

END OF SECTION 01740

ITEM P-100
FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

PART 1 - DESCRIPTION

1.1 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

- A. When compliance with FDOT Specifications is specified on the Drawings, by reference or by an FDOT Pay Item Number, or specified in the Contract Documents, the Contractor shall comply with all the requirements in the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, July 2022 edition (FDOT Specifications), and by reference, the FDOT Standard Plans - FY 2022-23 edition, except as specifically modified in this Section or other Sections of the Contract Documents.
- B. When compliance with FDOT Specifications is specified on the Drawings and a Pay Item is identified or referenced by an FDOT Pay Item Number, measurement and payment shall be made in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, July 2022 edition (FDOT Specifications), and by reference, the FDOT Basis of Estimates Manual, FY 2022 edition, except as specifically modified by this Section or other Sections of the Contract Documents.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division I Specifications Sections, apply to this Section.

PART 2 - GENERAL

2.1 MODIFICATION OF TERMS USED IN THE FDOT SPECIFICATIONS.

The terms defined in the General Requirements of the Contract Documents may be different from the terms used in the FDOT Division 1 Specifications. The following paragraphs redefine the FDOT terms to be consistent with the Contract Documents.

- A. The term "Department" as used in the FDOT Specifications shall mean the same as the term "Owner" as defined in the Contract Documents.
- B. The term "Engineer" as used in the FDOT Specifications shall mean the same as the term "Construction Manager" or "CM" as defined in the Contract Documents.

- C. The term "Inspector" as used in the FDOT specifications shall mean the same as the term "Resident Project Representative" or "RPR" as defined in the Contract Documents.
- D. The term "Proposal Form" as used in the FDOT Specifications shall mean the same as the term "Bid Form" as used in the Contract Documents.
- E. The term "Proposal Guaranty" as used in the FDOT Specifications shall mean the same as the term "Bid Bond" in the Contract Documents
- F. The term "Right of Way" as used in the FDOT Specifications shall include all areas of the project site, and shall not be limited to roadway areas only.
- G. The term "Secretary" as used in the FDOT Specifications shall mean the same as the term "Engineer" as defined in the Contract Documents.
- H. The term "Special Provisions" as used in the FDOT Specifications shall mean the same as the term "Contract Documents" as defined in the Contract Documents.
- I. The term "Specialty Engineer" as used in the FDOT specifications shall mean the same as the term "Engineer of Record" as defined in the Contract Documents.
- J. The term "Specifications" as used in the FDOT Specifications shall mean the same as the term "Contract Documents" as defined in the Contract Documents.
- K. The term "Superintendent" as used in the FDOT Specifications shall mean the same as the term "Resident Project Representative (RPR)" as defined in the Contract Documents.
- L. The "Supplemental Agreement," "Supplemental Specifications," and "Technical Specifications" as used in the FDOT Specifications shall mean the same as the term "Contract Documents" as defined in the Contract Documents.

2.2 PAY ITEMS

The FDOT Specifications define specific pay items, methods of measurement and basis of payment for particular types of work. Payment for all items under this Agreement shall be consistent with the bid items defined on the Bid Form, and if applicable, with the Schedule of Values.

END OF ITEM P-100

SECTION 101400

SIGNAGE

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. This work includes all labor, materials and equipment necessary for the proper execution and completion of said work, as shown on the plans and as herein specified. It also includes all work not specifically included in the Contract Documents which is properly inferable and necessary for the completion of this work. It is the responsibility of the Contractor to perform the complete structural design of the signs and to incorporate all the reasonable safety factors necessary to protect the Owner and their representatives, against liability. Contractor will submit engineered "shop drawings" to the Owner for review and approval. Signs must meet all applicable codes, as well as testing laboratory listings where required.
- B. The contractor is responsible for obtaining all permits and coordinating with the City and County, and any other governing entity for the installation of the signs in this scope of work.

1.02 CONTRACT DOCUMENTS

- A. Contractor acknowledges the Contract Documents are adequate to enable the Contractor to execute and complete the Work. Contractor shall complete the tasks which may be reasonably inferred as necessary in accordance with the requisite time frame, applicable laws, statutes, building codes, regulations, or as otherwise required by the Contract Documents. Apparent errors, inconsistencies, or omissions in the Contract Documents which the Contractor had knowledge of or should have reasonably inferred are not an acceptable reason for Contractor Compensation. Any costs incurred correcting this Work will be the responsibility of the Contractor

1.03 REFERENCES

- A. Comply with referenced standards of the following:
 - 1. AISC Specification for the design, fabrication and erection of structural steel for buildings.
 - 2. AWS D1.1 Structural Welding Code, Steel.
 - 3. AWS D1.2 Structural Welding code, Aluminum installation directions.
 - 4. AA Specifications for Aluminum Structures.

5. Standards and Codes: Contractor shall comply with the following codes and standards (latest adopted) as a minimum. Review and comply with any related governing statute, ordinance or code relative but not noted.
 - a. Manual for Uniform Traffic Control Devices (MUTCD)
 - b. The Americans with Disabilities Act.
 - c. The Building Officials & Code Administrators International, Inc. (BOCA) National Building Codes.
 - d. National Fire Protection Association (NFPA) regulations including Article 70 (National Electrical Code – NEC).
 - e. Occupational Safety and Health Act of 1970 (OSH Act) standards.
 - f. American Society for Testing and Materials (ASTM) standards
 - g. Underwriters Laboratories (UL)
 - h. State Building Codes
 - i. County Codes and Ordinances
 - j. City Codes and Ordinances

1.04 DESIGN CALCULATIONS

- A. General: Submit complete design calculations for materials, structure and electrical from contract documents, covering all structural elements (including connections), weights, electrical loads, sign framing (including any required structural steel sub-framing not shown elsewhere on the Contract Drawings), sign supports and their anchorage prior to their fabrication. Design Calculations - The design calculations must include, but not limited to:
 1. Design Criteria and applicable codes
 2. Reference standards
 3. Materials
 4. Design loads: including wind, live, dead, and any other forces.
 5. Design analysis and drawings of all sign box framing and their supports and connections.
 6. All required wind-loading design and associated structure calculation sheets should be numbered and indexed. The index sheets must define the total number of

sheets submitted and must bear both the seal and signature of an experienced structural engineer holding a current Professional Engineer's license for the State in which the work is being performed. Engineer must be familiar with the design conditions and is responsible for the design.

7. The Contractor is responsible for engineering and internal construction of all signs.
8. The Contractor is also responsible for all supports, anchoring, footings and foundations, and must submit signed and stamped shop drawings and details to the Owner.

1.05 PROJECT SITE CONDITIONS

- A. Contractor must field verify the project site conditions and indicate all pertinent information has been received before any construction activities on the site or in the fabrication shop has begun. This field verification includes but not be limited to all structures, utilities, surface and subsurface conditions needed to complete the Contractor's entire Scope of Work. The Contractor must provide all further investigation and testing as necessary or useful to determine the location and condition of structures, surface and subsurface conditions as part of their Scope of Work.
- B. Contractor to take any required field measurements prior to preparation of shop drawings and fabrication to insure proper fitting. Notify the Owner, immediately in writing, of any conflicts with the Contract Documents. Show recorded measurements on shop drawings.
- C. Utility conflicts (water, gas, power pole supports, etc.) may be in conflict with the work authorized under this project. Existing utilities may be relocated with the approval of the owner of the utility. This relocation must be at the contractor's expense, done according to the requirements of the utility owner and must be sufficient to clear the proposed improvements.
- D. Before beginning work, the contractor must contact each company, municipality, or agency maintaining utilities in the project area and request their assistance in field locating their utilities in that area. The contractor, however, must be solely responsible for the location of utilities.
- E. The contractor must maintain in operating condition all utilities encountered in this work. The contractor must be entirely responsible for all injuries to water pipes; fiber optic cables; electric conduits; existing drains or sewers; gas pipes; and poles carrying electrical current, telephone or cable television during the prosecution of the work and must be liable for damages to public or private property resulting there from, which amount may be deducted from any monies due him/her for work done. Any damage to existing utilities as a result of the construction must be repaired to the satisfaction of the owner of the utility at the contractor's expense, whether or not said utilities are shown on the plans.

1.06 QUALITY ASSURANCE:

- A. The Contractor is responsible for coordination with other trades and subcontractors. The Contractor must maintain documentation of the means of coordination with other contractors to prevent foreseeable installation problems. Any conflicts must be brought to the immediate attention of the Owner or authorized Representative of the Owner, in writing, for prompt resolution prior to fabrication.
- B. Manufacturer's Qualifications
 - a. Provide written documents that demonstrate experience with related projects similar in cost, number of sign types and complexity of installation for the continuous five-year period or more Applicator.
- C. Manufacturer Responsibilities
 - 1. The Manufacturer must be responsible for the quality of all materials and workmanship required for the execution of this Contract including the materials and workmanship of any firms who act as his subcontractors.
 - 2. Manufacturer must be responsible for providing subcontractors with complete and up-to-date drawings, specifications, graphics schedule and other information issued.
 - 3. Completed work must find materials structurally sound, free from scratches, abrasions, distortions, chips, breaks, blisters, holes, splits or other disfigurement considered as imperfections for the specific material.
 - 4. Signage must be complete for proper installation as described in the drawings.
 - 5. Finish work must be firm, well anchored, in true alignment, properly squared, with smooth clean uniform appearance, without holes, cracks, discoloration, distortion, stains, or marks.
 - 6. Construct all work to eliminate burrs, dents, cutting edges, and sharp corners.
 - 7. Finish welds on exposed surfaces to be imperceptible in the finished work.
 - 8. Except as indicated or directed otherwise, finish all surfaces smooth.
 - 9. Surfaces, which are intended to be flat and without dents, bulges, oil canning, gaps, or other physical deformities.
 - 10. Surfaces intended to be curved must be smoothly free-flowing to required shapes.
 - 11. Except where approved otherwise by Owner, conceal all fasteners.
 - 12. Make access panels tight-fitting, light proof, and flush with adjacent surfaces.

13. Carefully follow manufacturer's recommended fabricating procedures regarding expansion or contraction, fastening, and restraining of acrylic plastic.
14. Exercise care to ensure that painted, polished, and plated surfaces are unblemished in the finished work.
15. Isolate dissimilar materials. Exercise particular care to isolate nonferrous metals from ferrous metals.
16. Ease all exposed metal edges.
17. Provide miscellaneous metal items required for completion of the work even though not shown or specified.
18. Shop painting to be uniform on and around all sign elements to ensure sign elements will withstand all weather conditions.
19. Mounting: Mounting plates must be in conformance with manufacturer's written recommendations.
20. Uniformity of Manufacturer: For each sign type and graphic process indicated furnish products of a single manufacturer.
21. All sharp edges to be eased.

D. Installer Qualifications

1. Engage an experienced installer who is an authorized representative of the sign manufacturer or his own forces. Provide evidence that the Installer has completed installation of signs similar in material, design, costs and extent to those indicated for the Project and has resulted in construction with a record of successful in-service performance. Evidence must describe a continuous three-year period or more.

E. Warranty

1. Manufacturer must provide a standard warranty on materials and workmanship for a period of one (1) year. This must begin upon acceptance of the date of Substantial Completion of the project by the Owner. Provide other component product warranties and guarantees as noted at closeout. Warranty must cover, but not be limited to:
 - a. Color fastness against fading, chalking, cracking, wrinkling or bubbling.
 - b. Assembly, construction, and operation.
 - c. Any part found to be defective due to faulty materials and/or workmanship will be replaced. Manufacturer must assume all costs involved with the

replacement. Manufacturer must assume full responsibility for the removal and replacement of all other finishes required affecting such repair and/or replacement.

F. Logos

1. The manufacturer's logo may not be located on any sign surface visible to the public.

1.07 SUBMITTALS

- A. Data Sheets - Provide product data sheets for each type of sign or product specified. Include the manufacturer written instructions for maintaining and cleaning of the sign surfaces.
- B. Material Samples - Provide material samples from the same material to be used for the Work. The following products and components must be submitted to show color, texture, or finish selected. Where finishes involve normal color and texture variations, include sets showing the full range of variations expected.
 1. Paint: Sample of each color and finish in squares of at least 6-inches (150mm).
 2. Translucent, reflective and opaque Pressure Sensitive Film: Sample of each color specified in squares of at least 6-inches (150mm).
- C. Shop Drawings - Provide shop drawings for each type of sign indicated to include: plans, documented field measurements, dimensioned layouts, detailed fabrication and mounting details, elevations and scaled sections of typical members and other components, quantities, and a sign face layout for each unique sign face. Submit for review and approval. The shop drawings must include scaled drawings to indicate in a legible, comprehensive manner, compliance with the contract documents. Show weights, anchors, reinforcements, accessories, layout, and installation details relative to materials, dimensions of individual components, profiles, and finishes. Provide legible, original sign face layouts with and including samples of lettering, indicating kerning, spacing, height, font, etc. at an acceptable scale to indicate compliance to design performance requirements on plans.
- D. Prototypes - Provide prototypes for each sign type. A prototype is a fully operational unit for review and acceptance prior to delivery, fabrication and installation of these types. Unit, if acceptable, may be included as part of contract quantity upon approval and direction from Owner, in writing. Prototypes must be available for review within 50 miles of the project site or shipped to the owner.
- E. Schedules - Provide fabrication, delivery and installation schedules. When requested, the contractor will submit for approval and review a schedule for the fabrication, delivery and installation of all the signs required for the project. The schedule must be in an acceptable "Critical Path Method" (CPM) format and be coordinated with the required

milestone dates and phasing established by the Contract. The schedule must indicate as a minimum, anticipated dates for testing (if required) and prototype or mockup reviews as necessary by the Contract documents. If requested, the schedule must be updated and submitted until the accepted date of Substantial Completion.

- F. Spare Parts List - Provide spare parts list.
- G. As-built Documentation - Provide as-built documentation (conformed shop drawings) in digital PDF format.
- H. Note - Any fabrication or installation of materials for the Work in the shop or field which is performed before Owner's written approval is done entirely at the Contractor's own risk.

1.08 PRODUCT SUBSTITUTIONS

- A. Any Contractor proposed deviation from the Contract Documents or design intent must be clearly noted on the shop drawing submittal and must be approved by the Owner, in writing, before being acceptable for incorporation into Contractor's Scope of Work. Contractor must also provide all information needed by the Owner to properly evaluate the deviation. No deviations will be an acceptable reason for any time extension. Substitutions must be limited to those items that contain in their description the qualifying phrase "or approved equal" and approved in writing by the Owner. Comply with the requirements of the "General Conditions" for product "Substitutions" as described in other Sections of these specifications. Substitutions for materials and/or methods of construction/fabrication that have been specified herein and in the contract drawings must be accompanied by the following documentation:

1. Product data including drawings, specifications, fabrication and installation procedures.
2. Samples of the new product in a similar configuration and/or with similar finishes.
3. Written comparison of the important qualities of the two products such as size, weight, durability, and visual appearance.
4. A written list of any changes that would be required to other components due to the substitution.
5. A statement indicating the substitutions effect on schedule.
6. A cost comparison between the two products.
7. Certification by the contractor that the proposed substitution is equal to or better in every respect to the product specified in the contract documents.

- B. The Contractor's request for a substitution may be considered by the Owner when the following conditions are satisfied:

1. Extensive revisions to the contract drawings are not required. Proposed changes are in keeping with the design intent of the contract drawings. The request is made in a timely manner. The material or product specified in the contract drawings cannot be obtained within the contract time or the material does not conform to necessary regulations, codes or other requirements.
 2. The specified material cannot provide a warranty required by the contract documents.
 3. Do not modify intended aesthetic effects, as judged solely by the Owner, except with Owner's approval and only to the extent needed to comply with performance requirements.
 4. Where modifications are proposed, submit comprehensive explanatory data to Owner for review.
- C. All submittals must be reviewed and approved by the Owner.
- D. Submittal approval does not denote acceptance of quantities, accuracy, dimensions, completeness, spelling correctness, safety issues, construction means, methods, techniques, sequences or procedures, etc. These items and similar items remain the responsibility of the Contractor.
- E. Contractor is responsible for all Work performed and materials delivered until the Owner accepts the date of Substantial Completion. Contractor is responsible to restore any Work that has been damaged or destroyed no matter what the cause until the Owner accepts the date of Substantial Completion.

1.09 PRODUCT DELIVERY AND STORAGE

- A. Coordinate delivery time and location with Owner's Resident Project Representative or Construction Manager so signs can be installed within 3 working days of receipt at the project site, unless revised by direction of Construction Manager or authorized Owner representative prior, in writing
- B. Upon delivery to the site, inspect sign components for damage on delivery. Do not install damaged sign components.
- C. Store materials in their original resealed packages in an enclosed shelter providing protection from damage from exposure to the elements. Damaged or deteriorated materials shall be removed from the site and replaced at no additional cost to the Owner.
- D. Handle signs carefully to prevent breakage, surface abrasion, denting, soiling, and other defects. Comply with the manufacturer written handling instructions for unloading components that are subject to damage.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Aluminum Sheet or Plate

1. Alloy and temper recommended by the aluminum producer and finisher for the type of use and finish indicated, with at least the strength and durability properties specified in ASTM B 209 (ASTM B 209M) for 5005-H15 alloy.

B. Aluminum Composite Material (ACM)

1. ACM material and thickness by the finisher for the type of use and finish indicated, with the durability properties specified for ASTM E-84 and a class 1 material.

C. Aluminum Extrusions

1. Alloy and temper recommended by the aluminum producer and finisher for the type of use and finish indicated, with at least the strength and durability properties specified in ASTM B 221 (ASTM B 221M) for 6063-T5 alloy

D. Stainless Steel

1. 14 gauge (.078 minimum nominal thickness), satin number 6 finish, and type 316 in sheet, strips or plate.

E. Structural Steel: Provide the following:

1. Hot-rolled Structural-Steel Shapes: Comply with ASTM A6, A36 (ASTM A 36M) or ASTM A529 (ASTM A 529M).
2. Steel Tubing or Pipe: Comply with ASTM A 500, Grade B or ASTM A 501.
3. Steel Members Fabricated from Plate or Bar Stock: Comply with ASTM A 529 (ASTM A 529M) or ASTM A 572 (ASTM A 572M) for 42,000-psi (290-Mpa) minimum yield strength.
4. Bolts for Structural Framing: Comply with ASTM A 307 or ASTM A 325 (ASTM A 325M) as necessary for design loads and connection details.
5. For structural steel exposed to view on completion, provide materials selected for surface flatness, smoothness, and freedom from surface blemishes. Do not use materials whose surfaces exhibit pitting, seam marks, roller marks, rolled trade names, or roughness.
6. Provide material hot-dip galvanized after fabrication with a minimum of 2.0 oz. of STM A 123).

F. Acrylic

1. Continuous manufactured/extruded acrylic, appropriate for interior or exterior applications as required. All plastics must be of uniform color, translucence and illumination, as supplied by the manufacturer. No visible seams are permitted. Minimum allowable thickness is 3mm thick, unless otherwise noted on drawings.

G. Silicone Sealant

1. High performance, low modulus, one-component, moisture curing, polyurethane sealant.

H. Pressure Sensitive Film

1. Use 3M product (or approved equal), suitable for exterior applications and as detailed on drawings.
2. Do not mix products from different manufacturers.

I. Double-coated tape

1. Double coated tape: Use 3M Scotch brand, Very High Bond (VHB) pressure sensitive tape, or approved equal. Thickness to be determined by the texture of the substrate (0.045 inch minimum, 25 pounds per square inch (psi) adhesion characteristics.

J. Coatings and Paint

1. All materials comprising a sign must be finished with a coating system compatible with that material. Appropriate preparatory work/priming must be done in strict accordance with finisher's specification unless specified otherwise. All exposed surfaces, edges and connections must receive this same finish system.
2. Colors and degree of gloss for all surface paint/finish applications must be consistent throughout, regardless of substrate.
3. Coating to be used on all surfaces must be Matthews Acrylic Polyurethane manufactured by Matthews Paint Co., 400 S. Mercantile Court, Wheeling, IL 60090 or other approved acrylic polyurethane system that is ultraviolet inhibited. Each color must be proven to be equal in color and gloss retention to corresponding colors of Matthews Acrylic Polyurethane by United States Testing Company, Inc., Chemical Service Div., 1415 Park Ave., Hoboken, New Jersey 07030. The laboratory test must consist of 1,000 hours in a QUV accelerated weathering tester maintained in accordance with ASTM G-53. The tester must be programmed to alternate 40-degree C (Celsius) water condensation 4-hour periods with 60-degree C. ultraviolet 4-hour periods. Gloss measurements are to be made with a Photovolt meter and color measurements with a Hunterlab color difference

meter (ASTM D-523 and D-2244, respectively). Any proposed alternate coating system must include comparative results from independent testing laboratories as indicated above. The dried film must conform to ANSI 266-1 with regards to heavy metals and the surfaces must be prepared, primed and finish coated in accordance with coating manufacturer's instruction.

2.02 COMPONENTS

A. Internal Structural Framing

1. Fabricate from standard internal structural aluminum or steel framing extrusions. Fabricate to profile indicated on plans and details using structural angles, channels, plates, and similar shapes. Provide welded construction using mitered joints. Cut, drill, and tap units to receive hardware, bolts, and similar items.

B. Boxes and Frames

1. Fabricate using standard external frame members and extrusions designed to withstand design wind pressure and for direct attachment of sign message panels. Fabricate to profile indicated on plans and details. Provide welded construction using mitered joints. Cut, drill, and tap units to receive hardware, bolts, and similar items. Comply with the following:
 - a. Frame Material: Extruded aluminum.
 - b. Corner Condition: Radiuses or eased corners.
 - c. Provide continuous piano-type stainless hinges where indicated on details.
 - d. Provide mechanisms with locking or pneumatic arm door and support assembly for maintenance access as detailed or required for maintenance access.
 - e. Provide watertight, weatherproofed construction where installation is exposed to weather.

2.03 ACCESSORIES

A. Fasteners

1. Unless otherwise indicated, use concealed fasteners fabricated from metals that are non-corrosive to either the sign material or mounting surface. All aluminum bolts, nuts and washers must meet the following aluminum association requirements.
2. Bolts: Alloy 2024-T4 or 6061-T6 ASTM B -211. Bolts must have an anodic coating of at least 0.0002" thick and chromate sealed. Nuts: Alloy 6262-T9 or 6061-T6.

3. Lock Washers: 18-8, spring action, Alloy 7075-T6 or ASTM B-221.
4. Nylon washers: Provide nylon washers as required and detailed on plans for separation of metals.
5. Screws: Flat head, Philips-head type, countersunk, where exposed to view, self-drilling, #2, stainless types ASME B18.6.3. Machine screws where concealed may be steel.

B. Anchors and Inserts

1. Use nonferrous metal or hot dip galvanized anchors and inserts for exterior installations and as required for corrosion resistance. Use stainless steel type drop-in anchor, 1/4" or 3/8" diameter, with embedment depths of 1" or 1 9/16" respectively. Where required or detailed provide 1/2" or 3/4" anchor bolt, washer and hex-head nuts for support bases.

C. FABRICATION

1. General

- a. The completed sign assembly must consist of message panels supported on the manufacturer's standard, structural framing system. Fabrication must utilize standard extruded shapes and forms wherever possible. Comply with requirements indicated for materials, thickness, finishes, colors, designs, shapes, sizes, and details of construction.
- b. Allow for thermal movement resulting from a maximum ambient temperature change (range) of 150-degree F (Fahrenheit). Design, fabricate, and install sign assembly to prevent buckling, opening up of joints, and overstressing of welds and fastenings. Base design on actual surface temperatures of metals due to both external and internal heat gains.
- c. Welded Connections: Comply with AWS standards for recommended practices in shop welding. Provide welds behind finished surfaces without distortion or discoloration of exposed side. Clean and grind smooth all exposed welded surfaces of welding flux and dress on all exposed and contact surfaces.
- d. Mill joints to a tight, hairline fit.
- e. Pre-assemble signs in the shop to the greatest extent possible to minimize field assembly. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for re-assembly and installation, in a location not exposed to view after final assembly.

- f. Conceal fasteners if possible; otherwise, locate fasteners where they will be inconspicuous.
- g. Baseplate: Provide ground mount signs with integral base consisting of structural channels, angles, plates, or other fittings of sizes recommended by approved design and manufacturer. Pre-drill slotted holes in members as required for anchor bolt connection.
- h. Provide anchor bolts of size required for connecting posts to support base. Coordinate selection of anchor bolts with structural engineer to ensure adequate embedment depth without damage to post tensioned concrete deck.
- i. No seams in sign faces will be accepted.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Locate sign units and accessories where indicated, using mounting methods of type described and complying with manufacturer's written instructions.
- B. Maintain updated "as-built" drawings and related information during the course of the project.
- C. Layout locations for each sign prior to installation and coordinate with any other work within the area as required. Coordinate with Construction Manager or Authorized Owner Representative as needed to avoid installation conflicts with other projects.

3.02 INSTALLATION

- A. Install signs level, plumb, and at the height indicated, with surfaces free from distortion or other defects in appearance.
- B. For structural studs, attach similar components by welding. Attach dissimilar components by welding, bolting, or screw fasteners, as standard with manufacturer.
- C. Contractor must preserve and protect all existing trees, shrubs, plantings, fences, retaining walls, buildings, entry ways, surface materials, property survey monuments, structures and utility line appurtenances. Any removal and replacements or protection required must be considered part of the contractor's responsibility and must be incidental to the Contract. Any damage to existing features within and adjacent to the work area, created by failure of the contractor to provide adequate protection from its construction operations, must be repaired or replaced to the satisfaction of the respective owner at the contractor's expense.
- D. Contractor must preserve and protect all permanent survey markers, including private property corner markers, section or quarter section monuments, and permanent

benchmarks. Survey markers necessarily moved as a result of construction, or otherwise damaged by the contractor must be replaced at the contractor's expense by a land surveyor registered in the project state.

3.03 REPAIRS

- A. Patch and repair existing surfaces damaged by installation and demolition. This includes interior and exterior sign locations.
- B. Contractor must repair and/or replace all damaged surfaces with like materials. All new surfaces adjacent to and within 2 meters of sign, including the entire excavated area must be returned to its original condition and quality, including, materials, finish and grading that was present prior to excavation.

3.04 CLEANING AND PROTECTION

- A. At completion of installation, clean soiled surfaces of sign units according to manufacturer's written instructions.
- B. Protect installed sign units from damage until acceptance by Owner.
- C. Keep areas of work clean, neat and orderly at all times. Clean surfaces, inside and out. Use approved cleaners if necessary, to remove dirt.
- D. Upon completion of work and before final acceptance, remove tools, surplus materials, apparatus, and debris from the site. Leave the site in a neat, clean condition, acceptable to the Owner. Wash, clean, and leave paved areas without stains.

3.05 CLOSEOUT

- A. Upon completion of work, a final inspection for acceptance will be performed by the Owner.
- B. Provide all closeout documentation as required and related to this project and contract. Include but not limited to:
 - 1. Maintenance and Operation manuals, warranties, product listings, suppliers, as-built documents, and other related work. Provide one (1) Maintenance and Operation manual in pdf format.
 - 2. Conformed/as-built shop drawings for all signage included in this Work. Provide one (1) set of conformed/as-built shop drawings in pdf format

END OF SECTION 101400

SECTION 101453

OVERHEIGHT VEHICLE DETECTION SYSTEM

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. The primary function of the Overheight Vehicle Detection System (OHVDS) is to provide a means of detection and warning to a vehicle that exceeds a maximum clearance height for an upcoming low clearance structure.
- B. This work includes all labor, materials and equipment necessary for the proper execution and completion of said work, as shown on the plans and as herein specified. It also includes all work not specifically included in the Contract Documents which is properly inferable and necessary for the completion of this work. It is the responsibility of the Contractor to perform the complete structural design of the signs, sensors, and other components and to incorporate all the reasonable safety factors necessary to protect the Owner and their representatives, against liability. Contractor will submit engineered "shop drawings" to the Owner for review and approval. Signs, sensors, and other components must meet all applicable codes, as well as testing laboratory listings where required.
- C. The contractor is responsible for obtaining all permits and coordinating with the City and County, and any other governing entity for the installation of the signs in this scope of work.

1.02 CONTRACT DOCUMENTS

- A. Contractor acknowledges the Contract Documents are adequate to enable the Contractor to execute and complete the Work. Contractor shall complete the tasks which may be reasonably inferred as necessary in accordance with the requisite time frame, applicable laws, statutes, building codes, regulations, or as otherwise required by the Contract Documents. Apparent errors, inconsistencies, or omissions in the Contract Documents which the Contractor had knowledge of or should have reasonably inferred are not an acceptable reason for Contractor Compensation. Any costs incurred correcting this Work will be the responsibility of the Contractor

1.03 REFERENCES

- A. Comply with referenced standards of the following:
 - 1. AISC Specification for the design, fabrication and erection of structural steel for buildings.
 - 2. AWS D1.1 Structural Welding Code, Steel.

3. AWS D1.2 Structural Welding code, Aluminum installation directions.
4. AA Specifications for Aluminum Structures.
5. Standards and Codes: Contractor shall comply with the following codes and standards (latest adopted) as a minimum. Review and comply with any related governing statute, ordinance or code relative but not noted.
 - a. Manual for Uniform Traffic Control Devices (MUTCD)
 - b. The Americans with Disabilities Act.
 - c. The Building Officials & Code Administrators International, Inc. (BOCA) National Building Codes.
 - d. National Fire Protection Association (NFPA) regulations including Article 70 (National Electrical Code – NEC).
 - e. Occupational Safety and Health Act of 1970 (OSH Act) standards.
 - f. American Society for Testing and Materials (ASTM) standards
 - g. Underwriters Laboratories (UL)
 - h. State Building Codes
 - i. County Codes and Ordinances
 - j. City Codes and Ordinances

1.04 DESIGN CALCULATIONS

- A. General: Submit complete design calculations for materials, structure and electrical from contract documents, covering all structural elements (including connections), weights, electrical loads, sign framing (including any required structural steel sub-framing not shown elsewhere on the Contract Drawings), sign supports and their anchorage prior to their fabrication. Design Calculations - The design calculations must include, but not limited to:
 1. Design Criteria and applicable codes
 2. Reference standards
 3. Materials
 4. Design loads: including wind, live, dead, and any other forces.

5. Design analysis and drawings of all sign box framing and their supports and connections.
6. All required wind-loading design and associated structure calculation sheets should be numbered and indexed. The index sheets must define the total number of sheets submitted and must bear both the seal and signature of an experienced structural engineer holding a current Professional Engineer's license for the State in which the work is being performed. Engineer must be familiar with the design conditions and is responsible for the design.
7. The Contractor is responsible for engineering and internal construction of all signs.
8. The Contractor is also responsible for all supports, anchoring, footings and foundations, and must submit signed and stamped shop drawings and details to the Owner.

1.05 PROJECT SITE CONDITIONS

- A. Contractor must field verify the project site conditions and indicate all pertinent information has been received before any construction activities on the site or in the fabrication shop has begun. This field verification includes but not be limited to all structures, utilities, surface and subsurface conditions needed to complete the Contractor's entire Scope of Work. The Contractor must provide all further investigation and testing as necessary or useful to determine the location and condition of structures, surface and subsurface conditions as part of their Scope of Work.
- B. Contractor to take any required field measurements prior to preparation of shop drawings and fabrication to insure proper fitting. Notify the Owner, immediately in writing, of any conflicts with the Contract Documents. Show recorded measurements on shop drawings.
- C. Utility conflicts (water, gas, power pole supports, etc.) may be in conflict with the work authorized under this project. Existing utilities may be relocated with the approval of the owner of the utility. This relocation must be at the contractor's expense, done according to the requirements of the utility owner and must be sufficient to clear the proposed improvements.
- D. Before beginning work, the contractor must contact each company, municipality, or agency maintaining utilities in the project area and request their assistance in field locating their utilities in that area. The contractor, however, must be solely responsible for the location of utilities.
- E. The contractor must maintain in operating condition all utilities encountered in this work. The contractor must be entirely responsible for all injuries to water pipes; fiber optic cables; electric conduits; existing drains or sewers; gas pipes; and poles carrying electrical current, telephone or cable television during the prosecution of the work and must be liable for damages to public or private property resulting there from, which

amount may be deducted from any monies due him/her for work done. Any damage to existing utilities as a result of the construction must be repaired to the satisfaction of the owner of the utility at the contractor's expense, whether or not said utilities are shown on the plans.

1.06 QUALITY ASSURANCE:

- A. The Contractor is responsible for coordination with other trades and subcontractors. The Contractor must maintain documentation of the means of coordination with other contractors to prevent foreseeable installation problems. Any conflicts must be brought to the immediate attention of the Owner or authorized Representative of the Owner, in writing, for prompt resolution prior to fabrication.
- B. Manufacturer's Qualifications
 - a. The manufacturer shall have a minimum of ten years of relevant intelligent traffic product manufacturing experience, as well as a minimum of three years of sign manufacturing experience.
- C. Manufacturer Responsibilities
 - 1. The Manufacturer must be responsible for the quality of all materials and workmanship required for the execution of this Contract including the materials and workmanship of any firms who act as his subcontractors.
 - 2. Manufacturer must be responsible for providing subcontractors with complete and up-to-date drawings, specifications, graphics schedule and other information issued.
 - 3. Completed work must find materials structurally sound, free from scratches, abrasions, distortions, chips, breaks, blisters, holes, splits or other disfigurement considered as imperfections for the specific material.
 - 4. System components must be complete for proper installation as described in the drawings.
 - 5. Finish work must be firm, well anchored, in true alignment, properly squared, with smooth clean uniform appearance, without holes, cracks, discoloration, distortion, stains, or marks.
 - 6. Construct all work to eliminate burrs, dents, cutting edges, and sharp corners.
 - 7. Finish welds on exposed surfaces to be imperceptible in the finished work.
 - 8. Except as indicated or directed otherwise, finish all surfaces smooth.
 - 9. Surfaces, which are intended to be flat and without dents, bulges, oil canning, gaps, or other physical deformities.

10. Surfaces intended to be curved must be smoothly free-flowing to required shapes.
11. Except where approved otherwise by Owner, conceal all fasteners.
12. Make access panels tight-fitting, light proof, and flush with adjacent surfaces.
13. Carefully follow manufacturer's recommended fabricating procedures regarding expansion or contraction, fastening, and restraining of acrylic plastic.
14. Exercise care to ensure that painted, polished, and plated surfaces are unblemished in the finished work.
15. Isolate dissimilar materials. Exercise particular care to isolate nonferrous metals from ferrous metals.
16. Provide miscellaneous metal items required for completion of the work even though not shown or specified.
17. Shop painting to be uniform on and around all sign elements to ensure sign elements will withstand all weather conditions.
18. All sharp edges to be eased.

D. Installer Qualifications

1. Engage an experienced installer who is an authorized representative of the manufacturer or his own forces. Provide evidence that the Installer has completed installation of similar products and components in material, design, costs and extent to those indicated for the Project and has resulted in construction with a record of successful in-service performance. Evidence must describe a continuous three-year period or more.

E. Warranty

1. The Manufacturer shall offer a three-year unconditional warranty against all defects in material and workmanship.

1.07 SUBMITTALS

- A. Data Sheets - Provide product data sheets for each type of sign or product specified. Include the manufacturer written instructions for maintaining and cleaning of the sign surfaces.
- B. Shop Drawings - Provide shop drawings for each type of sign or product indicated to include: plans, documented field measurements, dimensioned layouts, detailed fabrication and mounting details, elevations and scaled sections of typical members and other components, quantities, and a sign face layout for each unique sign face. Submit for review and approval. The shop drawings must include scaled drawings to indicate in

a legible, comprehensive manner, compliance with the contract documents. Show weights, anchors, reinforcements, accessories, layout, and installation details relative to materials, dimensions of individual components, profiles, and finishes.

- C. Schedules - Provide fabrication, delivery and installation schedules. When requested, the contractor will submit for approval and review a schedule for the fabrication, delivery and installation of all the signs required for the project. The schedule must be in an acceptable "Critical Path Method" (CPM) format and be coordinated with the required milestone dates and phasing established by the Contract. The schedule must indicate as a minimum, anticipated dates for testing (if required) and prototype or mockup reviews as necessary by the Contract documents. If requested, the schedule must be updated and submitted until the accepted date of Substantial Completion.
- D. Spare Parts List - Provide spare parts list.
- E. As-built Documentation - Provide as-built documentation (conformed shop drawings) in digital PDF format.
- F. Note - Any fabrication or installation of materials for the Work in the shop or field which is performed before Owner's written approval is done entirely at the Contractor's own risk.

1.08 PRODUCT SUBSTITUTIONS

- A. Any Contractor proposed deviation from the Contract Documents or design intent must be clearly noted on the shop drawing submittal and must be approved by the Owner, in writing, before being acceptable for incorporation into Contractor's Scope of Work. Contractor must also provide all information needed by the Owner to properly evaluate the deviation. No deviations will be an acceptable reason for any time extension. Substitutions must be limited to those items that contain in their description the qualifying phrase "or approved equal" and approved in writing by the Owner. Comply with the requirements of the "General Conditions" for product "Substitutions" as described in other Sections of these specifications. Substitutions for materials and/or methods of construction/fabrication that have been specified herein and in the contract drawings must be accompanied by the following documentation:
 - 1. Product data including drawings, specifications, fabrication and installation procedures.
 - 2. Samples of the new product in a similar configuration and/or with similar finishes.
 - 3. Written comparison of the important qualities of the two products such as size, weight, durability, and visual appearance.
 - 4. A written list of any changes that would be required to other components due to the substitution.

5. A statement indicating the substitutions effect on schedule.
 6. A cost comparison between the two products.
 7. Certification by the contractor that the proposed substitution is equal to or better in every respect to the product specified in the contract documents.
- B. The Contractor's request for a substitution may be considered by the Owner when the following conditions are satisfied:
1. Extensive revisions to the contract drawings are not required. Proposed changes are in keeping with the design intent of the contract drawings. The request is made in a timely manner. The material or product specified in the contract drawings cannot be obtained within the contract time or the material does not conform to necessary regulations, codes or other requirements.
 2. The specified material cannot provide a warranty required by the contract documents.
 3. Do not modify intended aesthetic effects, as judged solely by the Owner, except with Owner's approval and only to the extent needed to comply with performance requirements.
 4. Where modifications are proposed, submit comprehensive explanatory data to Owner for review.
- C. All submittals must be reviewed and approved by the Owner.
- D. Submittal approval does not denote acceptance of quantities, accuracy, dimensions, completeness, spelling correctness, safety issues, construction means, methods, techniques, sequences or procedures, etc. These items and similar items remain the responsibility of the Contractor.
- E. Contractor is responsible for all Work performed and materials delivered until the Owner accepts the date of Substantial Completion. Contractor is responsible to restore any Work that has been damaged or destroyed no matter what the cause until the Owner accepts the date of Substantial Completion.
- 1.09 PRODUCT DELIVERY AND STORAGE
- A. Coordinate delivery time and location with Owner's Resident Project Representative or Construction Manager so signs can be installed within 3 working days of receipt at the project site, unless revised by direction of Construction Manager or authorized Owner representative prior, in writing
- B. Upon delivery to the site, inspect sign components for damage on delivery. Do not install damaged sign components.

- C. Store materials in their original resealed packages in an enclosed shelter providing protection from damage from exposure to the elements. Damaged or deteriorated materials shall be removed from the site and replaced at no additional cost to the Owner.
- D. Handle signs carefully to prevent breakage, surface abrasion, denting, soiling, and other defects. Comply with the manufacturer written handling instructions for unloading components that are subject to damage.

PART 2 - PRODUCTS

2.01 SPECIFIC FUNCTIONAL AND ELECTRICAL HARDWARE REQUIREMENTS:

- A. System - Each Over Height Vehicle Detection System shall consist of the following:
 - 1. Dual Infrared Sensor pairs. Each pair consisting of a Source assembly and a Detector assembly, each pair installed across the roadway from each other
 - 2. Secondary solar charged, battery powered Cabinet with Wireless Transceiver for Detection trigger
 - 3. Primary solar charged, battery powered Cabinet with Wireless Transceiver for Detection Trigger and Integrated Wireless Transceiver for Overheight Warning Activation
 - 4. Solar panel arrays for both the primary and secondary cabinets
 - 5. Warning solar charged, battery powered Cabinet(s) with Integrated Wireless Transceiver for activation of warning devices when an Overheight event occurs
 - 6. Warning sign(s)
 - 7. Pole mounting hardware for each assembly
 - 8. When an over height vehicle breaks the pair of infrared beams, the primary control cabinet shall wirelessly trigger the warning devices. The warning devices shall stay activated for a programmable time period.
- B. Cabinets
 - 1. Shall be NEMA 3R Type
 - 2. To promote airflow for internal components, the cabinet shall be vented with screening included on all vents and drains to prevent insects and other foreign matter from entering.
 - 3. For security, the cabinet must include one continuous or multiple tamper-resistant stainless-steel hinges for the Control Cabinet door.

4. Shall have a replaceable Corbin #2 traffic lock installed on the door with two keys.
5. To facilitate maintenance or repairs, the cabinets shall include removable panels to which all control circuit components either mount or connect.
6. For easy installation on a wide range of pole sizes and types, the cabinet shall utilize sets of 5/16"-18 stainless steel mounting studs for the attachment of mounting brackets.
7. Shall adapt to a range of mounting bracket options that are secured to each set of mounting studs on the back of the cabinet. For installation, banding style brackets that fit poles with a 2-3/8" or larger diameter shall be included as standard equipment. Mounting brackets also available for square pole, wooden post, and wall mount applications.
8. Mounting brackets and hardware shall be included.
9. To prevent corrosion, all materials used in the construction or mounting of the control cabinet shall be either aluminum or stainless steel.
10. A UV resistant label shall be applied to the exterior of the cabinet and include system specific information including model number, serial number, date of manufacture, as well as any applicable regulatory compliance information.

C. IWS Controller - The Programmable Intelligent Warning System (IWS) Controller is housed within the NEMA 3R type Control Cabinet, and shall:

1. Include integrated constant-current LED drivers with a minimum of two-channel output for driving one or two flashing LED signs.
2. Flash the LEDs 50 to 60 flashes per minute.
3. Run for a programmable period when activated via an external Infrared Over Height detector or wireless transceiver output
4. Provide multiple levels of LED brightness through LED drive current control
5. If specified, automatically adjust the LED drive current control to optimize brightness for the ambient lighting conditions.
6. Have the LED drive outputs reach the full output current as programmed within the duration of the 100ms on-time.
7. Include an integrated Real Time Clock (RTC) with on-board battery backup.
8. Have the capability of RS232 communication for programming with Windows-based software.

9. Include a minimum of two General Purpose Inputs and Outputs (GPIO).
10. Seamlessly integrate with the wireless transceiver to form a network of connected devices.
11. Be internally housed in its own IP67 type enclosure.
12. Be independently replaceable of other control panel components
13. Be able to monitor internal temperature.
14. Operate between the temperatures of -40° to +176°F (-40° to +80°C).

D. Wireless Transceiver

1. Shall operate wirelessly at 900 Mhz, utilizing Frequency Hopping Spread Spectrum (FHSS) technology to minimize the effects of external RF interference.
2. Shall seamlessly integrate with the IWS Controller to ensure sequential activation of other radio-equipped devices in the system.
3. Shall include an integrated LCD and joystick button for setup and troubleshooting, including readouts of flash duration (timeout), battery conditions, and LED testing functionality.
4. Shall include two LED indicators for status and troubleshooting.
5. Shall be capable of operating as a Transmitter or Receiver.
6. All Receiver nodes can repeat a signal a single time.
7. Shall be capable of providing site-survey data for verification of signal strength between network devices.
8. Shall include network-wide modification of sign controller settings and output durations, using programmability from any networked transceiver without the use of additional equipment or software.
9. Shall synchronize the system components to activate the indications within 120msec of one other and remain synchronized throughout the duration of the flash (timeout) cycle.
10. Shall operate on the license-free ISM band.
11. Shall comply with part 15 of FCC rules.
12. Shall operate from 3.3VDC to 15VDC.

13. Shall be replaceable independently of other components.

E. Wireless Over Height Detection Trigger

1. Shall transmit the Infrared Detector Status from the secondary to the primary cabinet wirelessly.
2. Shall be a wireless transceiver that utilizes FHSS in the license-free ISM band of 902-928 MHz FHSS
3. Shall provide reliable long-range data throughput at up to 115.2 Kbps
4. Shall be capable of Point-to-Multipoint communications
5. Shall be able to operate as a transmitter, receiver or repeater
6. The Transmitter shall have user selectable power output power up to 1W.
7. Shall seamlessly stay paired with other system transceiver
8. Shall include four LED indicators for status and troubleshooting
9. Shall have serial ports for configuration and FLASH upgrades
10. Shall have a removable 16 position Phoenix connector for Digital I/O terminations
11. Shall have a removable 2 position Phoenix connector for power terminations
12. Shall have a TNC antenna connector for easily connecting to multiple antenna options
13. Shall comply with part 15 of FCC rules
14. Shall have an operating temperature range of -37 to +70°C
15. Shall be able to operate in <95% RH non-condensing
16. Shall operate from 8VDC to 30 VDC

F. Solar Charge Controller

1. Shall utilize an intelligent 4-stage algorithm and Pulse Width Modulation (PWM) for battery charging.
2. Shall automatically provide Low Voltage Disconnect (LVD) to protect batteries when needed.
3. Shall automatically provide Load-Reconnection once battery levels have been restored to an acceptable value.

4. Shall protect against and automatically recover from: short circuit, overload, reverse polarity, high temperature, lightning and transient surge, as well as voltage spikes.
5. Shall be independently replaceable of other control panel components.
6. Shall operate from -40° to +140°F (-40° to +60°C).

G. Solar Panel, 13 Watt

1. Solar Panel shall be constructed of an anodized aluminum frame, high-transmission 1/8" tempered glass, with silicon cells encapsulated in double-layer EVA, and with a white polymer backing.
2. The Solar Panel shall be affixed to an aluminum plate and pole top bracket at a fixed angle of 45° to provide maximum insolation exposure.
3. To ensure maximum solar insolation regardless of installation location, the post top mounting system shall provide 360° of rotational direction adjustment and upon installation, must be oriented with the collector facing South.
4. The solar panel must be IEC61215 and TUV Certified. The solar panel shall operate at 6VDC nominal with a maximum output rating of 13 watts.
5. The solar panel specifications:
 - a. Overall Size: 14.2" x 11.0"
 - b. Maximum power voltage: 9.1 VDC
 - c. Maximum power current: 1.43 A
 - d. Short circuit current: 1.52 A
 - e. Open circuit voltage: 11.04 VDC
 - f. Operate from -40° to +194°F (-40° to +90°C)
 - g. All solar panel connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 1 meter deep for 30 minutes. Connectors shall be Deutsch DTM series.
 - h. All solar panel fasteners shall be anti-vandal pin-type set screws. Wrench shall be provided.

H. Solar Panel, 85 Watt

1. Solar Panel shall be constructed of an anodized aluminum frame, high-transmission 1/8" tempered glass, with silicon cells encapsulated in double-layer EVA, and with a white polymer backing.
2. The Solar Panel shall be affixed to a pole top bracket that allows an adjustable angle to provide maximum insolation exposure
3. To ensure maximum solar insolation regardless of installation location, the post top mounting system shall provide 360° of rotational direction adjustment and upon installation, must be oriented with the collector facing South.
4. The solar panel must be IEC61215, TUV, and UL 1703 certified. The solar panel shall operate at 12VDC nominal with a maximum output rating of 85 watts.
5. The solar panel specifications:
 - a. Overall Size: 47.4" x 21.2"
 - b. Maximum power voltage: 17.8 VDC
 - c. Maximum power current: 4.78 A
 - d. Short circuit current: 5.35 A
 - e. Open circuit voltage: 22.2 VDC
 - f. Operate from -40° to +194°F (-40° to +90°C)
6. All solar panel connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 1 meter deep for 30 minutes. Connectors shall be Deutsch DTM series.
7. All solar panel fasteners shall be anti-vandal pin-type set screws. Wrench shall be provided.

I. Battery, 14Ah

1. Shall be housed inside the Control Cabinet.
2. Shall have a nominal output voltage of 4.8 VDC and a capacity of 14Ah.
3. Shall be sealed in a plastic film to provide resistance to moisture and corrosion.
4. Shall be rechargeable type Nickel Metal Hydride (NiMH).
5. Shall be sealed and spill-proof.
6. Battery shall be replaceable independently of other components.

7. Shall be fused for short circuit protection.
 8. Be protected from overheating by means of a thermocouple sensor.
- J. Battery, 100Ah
1. Shall be housed inside the Control Cabinet.
 2. Shall have a nominal output voltage of 12 VDC and a capacity of 100Ah.
 3. Shall be rechargeable type Absorbent Glass Mat.
 4. Shall be sealed and spill-proof.
 5. Battery shall be replaceable independently of other components.
 6. Shall be fused for short circuit protection.
- K. Infrared Overheight Sensors
1. Shall utilize infrared sensing technology to detect an interruption, indicating an over height occurrence
 2. Shall consist single or dual set of transmitters (sources) and receivers (detectors.)
 3. Shall have 150' reliable operable range
 4. Shall have a response time of $\leq 500 \mu s$
 5. Shall operate from 12VDC power
 6. Shall operate from -13° to $+131^{\circ}F$ (-25° to $+55^{\circ}C$)
 7. Shall have aluminum enclosures with anti-corrosion coating, stainless-steel weather hood, and IP 67 rating for weather protection against snow, rain, and dust clouds
 8. Shall have built-in lens heaters to prevent condensation or icing
 9. Shall include a stainless-steel adjustable mounting bracket
 10. Shall be provided with all necessary mounting hardware and wiring
- L. Flashing LED Signs
1. All signs shall conform to 2009 Federal Highway Administration's MUTCD section 2A.07 on retro reflectivity and illumination.
 2. Each sign shall have up to eight quantity high power 1 watt LEDs

3. Each sign blank material shall be a minimum of 0.080" thick aluminum.
 4. Each sign face shall consist of 3MTM Diamond GradeTM DG3 reflective fluorescent yellow sheeting, or as required.
 5. Sign sheeting shall be applied to the sign blank with a 3MTM 1160 Premium Protective Overlay film to provide an additional layer of graffiti protection.
 6. The LEDs shall be embedded individually into 1" diameter holes around the perimeter of the sign and shall be ultrasonically welded to the sign assembly to provide maximum strength and rigidity.
 7. LED color shall be amber or as specified.
 8. Each LED shall be sealed within a 7/8" diameter, heat-dissipating plastic enclosure to provide resistance to weather and vibration.
 9. LEDs shall be wired in parallel electrically so that remaining LEDs continue to flash in the unlikely event of the failure of any individual LED.
 10. Wiring between LEDs shall be encapsulated inside 1" x 3/8" aluminum extrusions secured to the back of each sign assembly, to provide weather resistance and protection.
 11. Each sign shall have adequate holes for mounting to a pole or post. Use vandal-resistant fasteners to mount the flashing LED sign assembly to a pole or post shall be available.
-
12. UV-resistant label(s) shall be applied to the back of each sign assembly and shall include specific information such as the manufacturer, manufacturer phone number, model number, serial number, date of manufacture and any applicable regulatory compliance information.

M. Confirmation Camera

1. Shall be capable of storing images saved in a buffer to capture events that occurred in the recent past
2. Shall have programmable event-based logic
3. Shall have adjustable image settings, including:
 - a. Compression, color, brightness, sharpness, contrast, white balance, exposure control, exposure zones, backlight compensation, fine tuning of behavior at low light, and rotation
4. Shall have a shutter time of 1/6s to 1/24500s

5. Shall utilize a ¼" progressive scan RGB CMOS
6. Shall have a minimum of one input and one output
7. Shall comply with part 15 of the FCC rules
8. Shall operate from -4° to +122°F (-20° to +50°C)
9. Shall have a sensor that is IP66 NEMA 4X-rated
10. Shall operate from 8VDC to 28VDC
11. Shall be programmable from Windows-based software

N. Pole Package

1. Pole shall be 4.5" diameter aluminum pedestal pole.
2. Pole shall be supplied with one end threaded for easy installation into a pedestal base.
3. Pole shall be 13' - 20' length Schedule 40 or 80 pipe raw aluminum as required.
 - a. Galvanized Steel shall be supplied if needed.
4. Pedestal Base shall be TP-358 cast aluminum that mounts on a concrete foundation attached by four internal anchor bolts imbedded in the foundation.
 - a. J-bolts shall be 18" or 42" depending on specifications
 - b. Base shall be frangible and meet FHWA MASH specification
5. Pedestal Base shall have a large 8.5" square hand hole cover allowing access to the interior.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Locate system components where indicated, using mounting methods of type described and complying with manufacturer's written instructions.
- B. Maintain updated "as-built" drawings and related information during the course of the project.
- C. Survey and mark locations for each system component prior to installation and coordinate with any other work within the area as required. Coordinate with

Construction Manager or Authorized Owner Representative as needed to avoid installation conflicts with other projects.

3.02 INSTALLATION

- A. Install all components level, plumb, and at the height indicated, with surfaces free from distortion or other defects in appearance.
- B. For structural studs, attach similar components by welding. Attach dissimilar components by welding, bolting, or screw fasteners, as standard with manufacturer.
- C. Contractor must preserve and protect all existing trees, shrubs, plantings, fences, retaining walls, buildings, entry ways, surface materials, property survey monuments, structures and utility line appurtenances. Any removal and replacements or protection required must be considered part of the contractor's responsibility and must be incidental to the Contract. Any damage to existing features within and adjacent to the work area, created by failure of the contractor to provide adequate protection from its construction operations, must be repaired or replaced to the satisfaction of the respective owner at the contractor's expense.
- D. Contractor must preserve and protect all permanent survey markers, including private property corner markers, section or quarter section monuments, and permanent benchmarks. Survey markers necessarily moved as a result of construction, or otherwise damaged by the contractor must be replaced at the contractor's expense by a land surveyor registered in the project state.

3.03 REPAIRS

- A. Patch and repair existing surfaces damaged by installation and demolition.
- B. Contractor must repair and/or replace all damaged surfaces with like materials. All new surfaces adjacent to and within 2 meters of system component, including the entire excavated area must be returned to its original condition and quality, including, materials, finish and grading that was present prior to excavation.

3.04 CLEANING AND PROTECTION

- A. At completion of installation, clean soiled surfaces of system components according to manufacturer's written instructions.
- B. Protect installed components from damage until acceptance by Owner.
- C. Keep areas of work clean, neat and orderly at all times. Clean surfaces, inside and out. Use approved cleaners if necessary, to remove dirt.
- D. Upon completion of work and before final acceptance, remove tools, surplus materials, apparatus, and debris from the site. Leave the site in a neat, clean condition, acceptable to the Owner. Wash, clean, and leave paved areas without stains.

3.05 CLOSEOUT

- A. Upon completion of work, a final inspection for acceptance will be performed by the Owner.
- B. Provide all closeout documentation as required and related to this project and contract. Include but not limited to:
 - 1. Maintenance and Operation manuals, warranties, product listings, suppliers, as-built documents, and other related work. Provide one (1) Maintenance and Operation manual in pdf format.
 - 2. Conformed/as-built shop drawings for all system components included in this Work. Provide one (1) set of conformed/as-built shop drawings in pdf format

END OF SECTION 101453

SECTION 26 00 00
BASIC ELECTRICAL REQUIREMENTS

PART 1. GENERAL

1.1 RELATED SECTIONS

- A. Requirements specified within this section apply to all sections in Division 26, ELECTRICAL. Work specified herein shall be performed as if specified in the individual sections.

1.2 DESIGN REQUIREMENTS

- A. All electronic boards as part of electrical equipment shall meet the atmospheric conditions of the space the equipment is installed in. All electronic boards which are not installed in a conditioned environment shall be fungus-resistant.
- B. All electrical equipment shall be rated for the conditions the equipment is installed in.

1.3 STANDARDS, CODES, PERMITS, AND REGULATIONS

- A. Perform all work; furnish and install all materials and equipment in full accordance with the latest applicable rules, regulations, requirements, and specifications of the following:
 - 1. Local Laws and Ordinances.
 - 2. State and Federal Laws.
 - 3. National Electrical Code (NEC).
 - 4. State Fire Marshal.
 - 5. Underwriters' Laboratories (UL).
 - 6. National Electrical Safety Code (NESC).
 - 7. American National Standards Institute (ANSI).
 - 8. National Electrical Manufacturer's Association (NEMA).
 - 9. National Electrical CONTRACTOR'S Association (NECA) Standard of Installation.
 - 10. Institute of Electrical and Electronics Engineers (IEEE).
 - 11. Insulated Cable Engineers Association (ICEA).
 - 12. Occupational Safety and Health Act (OSHA).

13. National Electrical Testing Association (NETA).
 14. American Society for Testing and Materials (ASTM).
 15. Florida Building Code, including County Amendments.
- B. Conflicts, if any, which may exist between the above items, will be resolved at the discretion of the ENGINEER.
- C. Wherever the requirements of the Specifications or Drawings exceed those of the above items, the requirements of the Specifications or Drawings govern. Code compliance is mandatory. Construe nothing in the Contract Documents as permitting work not in compliance with these codes.
- D. Obtain all permits and pay all fees required by any governmental agency having jurisdiction over the work. Arrange all inspections required by these agencies. On completion of the work, furnish satisfactory evidence to the ENGINEER that the work is acceptable to the regulatory authorities having jurisdiction.

1.4 ELECTRICAL COORDINATION

A. Work Provided Under this Contract:

1. Provide and install all electrical systems as described in the drawings and the specifications including conductors, cables, raceway, breakers, etc. complete in place.
2. Provide all miscellaneous electrical including switches, terminations, fittings, wiring, conduit, junction boxes, etc. not expressly described or specified in the drawings and specifications but obviously necessary, for a complete working system in place.
3. The Contractor shall provide a detailed proposed sequence of construction as a submittal and get approval in writing, by the Owner and Engineer. Proposed sequence of construction shall also include duration of each shutdown, temporary equipment locations, and duration of each phase, if any. Incorporate all comments by Engineer and Owner into the sequence of construction until the proposed sequence of construction is approved.

B. Temporary Power:

1. Provide temporary power for all office trailers and for all construction areas.

C. Construction Constraints:

1. All lighting systems and the portions of the electrical distribution systems not impacted by construction related activities shall remain in operation at all times.
2. Do not proceed with work impacting airport operation without obtaining DOA's and Engineer's advance approval of the need for and duration of such work.

3. Site:
 - a. Contractor shall maintain access for personnel and vehicular traffic, as applicable, throughout the site and roadways.
4. Shutdowns:
 - a. All shutdowns, including durations, shall be coordinated with the DOA a minimum of two week prior to any construction related activity. Contractor shall complete as much construction related activities as possible prior to any shutdowns to limit their durations to the greatest extent possible.
 - b. Power outages will be considered upon 72 hours written request to Owner and Engineer. Describe the reason, anticipated length of time, and areas affected by the outage. Provide temporary provisions for continuous power supply to critical systems.
5. Relocation of Existing Systems:
 - a. During construction, it is expected that minor relocations of Work will be necessary.
 - b. Provide complete relocation of existing systems, including equipment, electrical conduit, electrical conductors/cables and other necessary items.
 - c. Use only new materials for the relocation of existing systems and match materials accordingly.
 - d. Perform relocations to minimize downtime of existing systems.
 - e. Install new portions of existing systems in their relocated position prior to removal of existing facilities, unless otherwise accepted by Engineer.

1.5 ELECTRICAL CONTRACTOR QUALIFICATIONS

A. The electrical contractor shall meet or exceed the criteria described below:

1. The electrical contractor shall be licensed in the State of Florida.
2. The electrical contractor shall have successful completed projects similar in size and scope within the past six (6) years that shall include installation of medium voltage switchgear, medium voltage conductors, medium voltage terminations and substations.
3. The electrical contractor shall have, in their employ, the following full-time employees that will be assigned to perform the electrical work of this contract:
 - a. A minimum of (1) Licensed Master Electrician who is overall responsible for the supervision of personnel performing the construction, installation startup and testing of all electrical related facilities and systems.
 - b. A minimum of (1) Licensed Journeyman Electrician responsible for the daily construction activities and guidance of the electrical contractor's on site

employees. The Licensed Journeyman's primary assignment will be the construction of the electrical facilities of this project until project completion. The Licensed Journeyman shall be certified in Palm Beach County or shall meet the reciprocity standards of Florida State Statue 489 Part II.

4. The electrical contractor shall not be involved in any current or pending litigation which may have a material negative impact on the ability to complete the project. The electrical contractor shall provide a statement advising all current or pending litigations.

1.6 SUBMITTALS

A. Electrical equipment submittals shall be made by specification section. Submit one package per specification section and do not group multiple specification sections under one submittal package.

B. Quality Control Submittals:

1. Voltage Field Test Results.
2. Voltage Balance Report.
3. Equipment Line Current Report.
4. Factory test certification and reports for all major electrical equipment.
5. Site test certification and reports as specified in other Division 26, Electrical sections.
6. Provide a conduit plan for power, instrumentation and control conduits, both interior and exterior, showing routing, size and stub up locations for buried or in slab conduits.
7. As part of the electrical equipment submittal, the contractor shall provide a minimum of 1/4" = 1'-0" scaled layout of the electrical equipment in each electrical room, or major electrical equipment in a mechanical room, showing sizes of all equipment and their spatial relationships to other equipment in the space. Non-electrical equipment shall be approved before finalizing the electrical layout in mechanical rooms. Layout shall demonstrate compliance with code requirements for working space about equipment. Layout shall depict actual sizes of existing equipment facilities as well as actual dimensions of equipment to be furnished by the contractor.
8. Provide complete exterior conduit/raceway routing plan(s). Plans shall depict all power, instrumentation, control, and communications systems raceway routing exterior to the pump station/structure. Maximum scale shall be 1" = 30'-0". The complete exterior conduit/raceway routing plan(s) shall be submitted to the Engineer for review and approval as a shop drawing.

C. With each equipment submittal, the following information shall be provided for all electrical equipment:

1. A copy of each specification section, with addendum updates included, and all referenced and applicable sections, with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements. Check-marks (✓) shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph. The remaining portions of the paragraph not underlined shall signify compliance on the part of the Contractor with the specifications. The submittal shall be accompanied by a detailed, written justification for each deviation.

1.7 ENVIRONMENTAL CONDITIONS

- A. Electrical equipment in rooms designated as Classified by NFPA 70 (national electrical code) as Division 1 or Division 2 shall meet all requirements set forth for that classification as described in NEC article 500.
- B. All outdoor electrical panel and instrumentation control panels, shall be mounted with supports to meet the local wind loading requirements, indicated or not on drawings. All panels shall be mounted steady and securely.

1.8 INSPECTION OF THE SITE AND EXISTING CONDITIONS

- A. The Electrical Drawings were developed from past record drawings and information supplied by the OWNER. Limited verification of existing drawing information was performed by the Engineer. The Contractor shall verify all scaled dimensions prior to submitting bids.
- B. Before submitting a bid, visit the site and determine conditions at the site and at all existing structures in order to become familiar with all existing conditions and electrical system which will, in any way or manner, affect the work required under this Contract. No subsequent increase in Contract cost will be allowed for additional work required because of the CONTRACTOR's failure to fulfill this requirement.
- C. Carry out any work involving the shutdown of the existing services to any piece of equipment now functioning in existing areas at such time as to provide the least amount of inconvenience to the OWNER. Do such work when directed by the ENGINEER.
- D. After award of Contract, locate all existing underground utilities at each area of construction activity. Record all as-found underground conditions on contract Drawings and submit to Owner/Engineer for review. Identify potential conflicts and proposed resolutions. Protect all existing underground utilities during construction. Pay for all required repairs without increase in Contract cost, should damage to underground utilities occur during construction.

1.9 RESPONSIBILITY

- A. The CONTRACTOR shall be responsible for:
 1. Complete systems in accordance with the intent of these Contract Documents.

2. Coordinating the details of facility equipment and construction for all Specification Divisions which affect the work covered under Division 26, ELECTRICAL.
3. Furnishing and installing all incidental items not actually shown or specified, but which are required by good practice to provide complete functional systems.
4. Coordinate with equipment supplier for dimensions of the equipment and ask the supplier to ship the equipment in section if the equipment is too large to enter the room (door) where the equipment will be installed. The cost to assembly the equipment at the job site shall be included in the bid price.

1.10 INTENT OF DRAWINGS

- A. Electrical plan Drawings show only general location of equipment, devices, and raceway, unless specifically dimensioned. The Contractor shall be responsible for the proper routing of raceway, subject to the approval of the Engineer.
- B. All electrical equipment sizes and characteristics have been based on the manufacturer, Eaton. If the Contractor chooses to substitute, the Contractor shall be responsible for fitting all the equipment in the available space as shown on the Drawings at no additional cost to the Owner.

PART 2. PRODUCTS

2.1 GENERAL

- A. Provide materials and equipment listed by UL wherever standards have been established by that agency.
- B. Equipment Finish:
 1. Provide manufacturers' standard finish and color, except where specific color is indicated.
 2. If manufacturer has no standard color, provide equipment with ANSI No. 61, light gray color.

PART 3. EXECUTION

3.1 GENERAL

- A. Electrical Drawings show general locations of equipment, devices, and raceway, unless specifically dimensioned.
- B. Install work in accordance with NECA Standard of Installation, unless otherwise specified.

3.2 LOAD BALANCE

- A. Drawings and Specifications indicate circuiting to electrical loads and distribution equipment.

- B. Balance electrical load between phases as nearly as possible on switchboards, panel boards, motor control centers, and other equipment where balancing is required.
- C. When loads must be reconnected to different circuits to balance phase loads, maintain accurate record of changes made, and provide circuit directory that lists final circuit arrangement.

3.3 CHECKOUT AND STARTUP

A. Voltage Field Test:

- 1. Check voltage at point of termination of power company supply system to project when installation is essentially complete and is in operation.
- 2. Check voltage amplitude and balance between phases for loaded and unloaded conditions.
- 3. Record supply voltage (all three phases simultaneously on the same graph) for 24 hours during normal working day.
 - a. Submit Voltage Field Test Report within 5 days of test.
- 4. Unbalance Corrections:
 - a. Make written request to power company to correct condition if balance (as defined by NEMA) exceeds 1 percent, or if voltage varies throughout the day and from loaded to unloaded condition more than plus or minus 4 percent of nominal.
 - b. Obtain a written certification from a responsible power company official that the voltage variations and unbalance are within their normal standards if corrections are not made.

B. Equipment Line Current Tests:

- 1. Check line current in each phase for each piece of equipment.
- 2. Make line current check after power company has made final adjustments to supply voltage magnitude or balance.
- 3. If any phase current for any piece of equipment is above rated nameplate current, prepare Equipment Line Phase Current Report that identifies cause of problem and corrective action taken.

C. Startup:

- 1. Demonstrate satisfactory operation of all 480 and 208-volt electrical equipment. Participate with other trades in all startup activities.

END OF SECTION 26 00 00

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SECTION 26 05 19
ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1. GENERAL

1.1 REFERENCES

A. The following is a list of standards that may be referenced in this section:

1. American National Standards Institute (ANSI): 386, Standard for Separable Insulated Connector Systems for Power Distribution Systems Above 600V.
2. American Society for Testing and Materials (ASTM):
 - a. A167, Standard Specification for Stainless and Heat Resisting Chromium-Nickel-Plated Steel Plate, Sheet, and Strip.
 - b. B3, Standard Specification for Soft or Annealed Copper Wire.
 - c. B8, Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
 - d. B263, Standard Test Method for Determination of Cross- Sectional Area of Stranded Conductors.
3. Association of Edison Illuminating Companies (AEIC):
 - a. CS 5, Crosslinked Polyethylene Insulated Shielded Power Cables Rated 5 Through 35 kV.
 - b. CS 6, Ethylene- Propylene-Rubber-Insulated Shielded Power Cables Rated 5 Through 69 kV.
4. Insulated Cable Engineer's Association, Inc. (ICEA): T-29-250, Procedure for Conducting Vertical Cable Tray Flame Test with a Theoretical Heat Input of 210,000 Btu/hour.
5. Institute of Electrical and Electronics Engineers, Inc. (IEEE):
 - a. 48, Standard Test Procedures and Requirements or High-Voltage Alternating Current Cable Terminations.
 - b. 404, Standard for Cable Joints for Use with Extruded Dielectric Cable Rated 5,000V through 46,000V and Cable Joints for Use with Laminated Dielectric Cable Rated 2,500V through 500,000V.
6. National Electrical Contractors Association, Inc. (NECA): 5055, Standard of Installation.
7. National Electrical Manufacturers' Association (NEMA):

- a. CC 1, Electric Power Connectors for Substations.
 - b. WC 3, Rubber-insulated Wire and Cable for the Transmission and Distribution of Electrical Energy.
 - c. WC 5, Thermoplastic Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy.
 - d. WC 7, Crosslinked-Thermosetting-Polyethylene-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy.
 - e. WC 8, Ethylene-Propylene-Rubber Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy.
 - f. WC 55, Instrumentation Cables and Thermocouple Wire.
- 8. National Fire Protection Association (NFPA): 70, National Electrical Code (NEC).
 - 9. Underwriters Laboratories, Inc. (UL):
 - a. 13, Standard for Safety Power-Limited Circuit Cables.
 - b. 44, Standard for Safety Rubber-Insulated Wires and Cables.
 - c. 62, Standard for Safety Flexible Cord and Fixture Wire.
 - d. 486A, Standard for Safety Wire Connector and Soldering Lugs for Use with Copper Conductors.
 - e. 486B, Standard for Safety Wire Connectors and Soldering Lugs for Use with Aluminum Conductors.
 - f. 510, Standard for Safety Insulating Tape.
 - g. 854, Standard for Safety Service-Entrance Cables.
 - h. 910, Standard for Safety Test Method for Fire and Smoke Characteristics of Electrical and Optical-Fiber Cables Used in Air Handling Spaces.
 - i. 1072, Standard for Safety Medium-Voltage Power Cables.
 - j. 1277, Standard for Safety Electrical Power and Control Tray Cables with Optional Optical-Fiber Members.
 - k. 1581, Standard for Safety Reference Standard for Electrical Wires, Cables, and Flexible Cords.
 - 10. International Electrical Testing Association (NETA): ATS, Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

1.2 SUBMITTALS

A. Shop Drawings:

- 1. Wire and cable descriptive product information.
- 2. Wire and cable accessories descriptive product information.

B. Quality Control Submittals:

1. Certified Factory Test Report for conductors 600 volts and below.

1.3 UL COMPLIANCE

- A. Materials manufactured within scope of Underwriters Laboratories shall conform to UL Standards and have an applied UL listing mark.

PART 2. PRODUCTS

2.1 CONDUCTORS 600 VOLTS AND BELOW

- A. Conform to applicable requirements of NEMA WC 3, WC 5, and WC 7.

B. Conductor Type:

1. 120- and 277-Volt Lighting, No. 10 AWG and Smaller: Stranded copper.
2. 120-Volt Receptacle Circuits, No. 10 AWG and Smaller: Stranded copper.
3. All Other Circuits: Stranded copper.

- C. Insulation: Type XHHW insulation.

2.2 600-VOLT RATED CABLE

A. General:

1. Type: TC, meeting requirements of UL 1277, including Vertical Tray Flame Test at 20,000 Btu/hr, and NFPA 70, Article 340, or UL 13 Listed Power Limited Circuit Cable meeting requirements of NFPA 70, Article 725.
2. Permanently and legibly marked with manufacturer's name, maximum working voltage for which cable was tested, type of cable, and UL listing mark.
3. Suitable for installation in open air, in cable trays, or conduit.
4. Minimum Temperature Rating: 90 degrees C dry locations, 75 degrees C wet locations.
5. Overall Outer Jacket: PVC, flame-retardant, sunlight- and oil-resistant.

B. Wire and Connectors:

1. Cable shall be rated for 600 volts and shall meet the requirements below:
2. Conductors shall be stranded

3. All wire shall be brought to the job in unbroken packages and shall bear the data of manufacturing; not older than 12 months.
4. Type of wire shall be XHHW, rated 75 degrees C suitable for wet locations except where required otherwise by the drawings.
5. No wire smaller than No. 12 gauge shall be used unless specifically indicated.
6. Conductor metal shall be copper.
7. All conductors shall be megger tested after installation and insulation must be in compliance with the NETA ATS Minimum Values of Insulation Resistance.

2.3 GROUNDING CONDUCTORS

- A. Equipment: Stranded copper with green, Type XHHW insulation.

2.4 ACCESSORIES FOR CONDUCTORS 600 VOLTS AND BELOW

A. Tape:

1. General Purpose, Flame Retardant: 7-mil, vinyl plastic, Scotch Brand 33, rated for 90 degrees C minimum, meeting requirements of UL 510.
2. Flame Retardant, Cold and Weather Resistant: 8.5-mil, vinyl plastic, Scotch Brand 88.
3. Arcs and Fireproofing:
 - a. 30-mil, elastomer
 - b. Manufacturers and Products:
 - 1) Scotch; Brand 77, with Scotch Brand 69 glass cloth tape binder.
 - 2) Plymouth; Plyarc 30, with Plymouth Plyglas glass cloth tape binder.

B. Identification Devices:

1. Sleeve: Permanent, PVC, yellow or white, with legible machine-printed black markings.
2. Marker Plate: Nylon, with legible designations permanently hot stamped on plate.
3. Grounding Conductor: Permanent green heat-shrink sleeve, 2-inch minimum.

C. Connectors and Terminations:

1. Nylon, Self-Insulated Crimp Connectors:
 - a. Manufacturers and Products:

- 1) Thomas & Betts; Sta-Kon.
- 2) Burndy; Insulink.
- 3) ILSCO.

2. Nylon, Self-Insulated, Crimp Locking-Fork, Torque-Type Terminator:

a. Manufacturers and Products:

- 1) Thomas & Betts; Sta-Kon.
- 2) Burndy; Insulink.
- 3) ILSCO.

D. Cable Lugs:

1. In accordance with NEMA CC I.
2. Rated 600 volts of same material as conductor metal.
3. Insulated, Locking-Fork, Compression Lugs:

a. Manufacturers and Products:

- 1) Thomas & Betts; Sta-Kon.
- 2) ILSCO; ILSCONS.

4. Un-insulated Crimp Connectors and Terminators:

a. Manufacturers and Products:

- 1) Square D; Versitide.
- 2) Thomas & Betts; Color-Keyed.
- 3) ILSCO.

5. Un-insulated, Bolted, Two-Way Connectors and Terminators:

a. Manufacturers and Products:

- b. Thomas & Betts; Locktite.
- c. Burndy; Quiklug.
- d. ILSCO.

E. Cable Ties: Nylon, adjustable, self-locking, and reusable.

1. Manufacturers and Product: Thomas & Betts; TY-RAP.

F. Heat Shrinkable Insulation: Thermally stabilized, crosslinked polyofin.

1. Manufacturers and Product: Thomas & Betts; SHRINK-KON.

2.5 PULLING COMPOUND

- A. Nontoxic, non-corrosive, noncombustible, nonflammable, wax-based lubricant; UL listed.
- B. Suitable for rubber, neoprene, PVC, polyethylene, hypalon, CPE, and lead-covered wire and cable.
- C. Suitable for zinc-coated steel, aluminum, PVC, bituminized fiber, and fiberglass raceways.
- D. Manufacturers and Products:
 - 1. Ideal Co.; Yellow 77.
 - 2. Polywater, Inc.
 - 3. Cable Grip Co.

PART 3. EXECUTION

3.1 GENERAL

- A. Conductor installation to be in accordance with NECA 5055.
- B. Conductor and cable sizing shown is based on copper conductors, unless noted otherwise.
- C. Tighten screws and terminal bolts in accordance with UL 486A for copper conductors.
- D. Cable Lugs: Provide with correct number of holes, bolt size, and center-to-center spacing as required by equipment terminals.
- E. Bundling: Where single conductors and cables in manholes, hand holes, vaults, and other indicated locations are not wrapped together by some other means, bundle conductors from each conduit throughout their exposed length with cable ties placed at intervals not exceeding 18 inches on center.
- F. Ream, remove burrs, and clear interior of installed conduit before pulling wires or cables.
- G. Underground Raceway Installation: Prior to installation of conductors, pull through each raceway a bullnose mandrel approximately 1/4-inch smaller than raceway inside diameter.

3.2 POWER CONDUCTOR COLOR CODING

- A. Conductors 600 Volts and Below:
 - 1. No. 6 AWG and Larger: Apply general purpose, flame retardant tape at each end, and at accessible locations wrapped at least six full overlapping turns, covering an area 1-1/2 to 2 inches wide.
 - 2. No. 8 AWG and Smaller: Provide colored conductors.

3. Colors:

System	Conductor	Color
All Systems	Equipment Grounding	Green
240/120 Volts Single-Phase, Three-Wire	Grounded Neutral One Hot Leg Other Hot Leg	White Black Red
208Y/120 Volts Three-Phase, Four-Wire	Grounded Neutral Phase A Phase B Phase C	White Black Red Blue
240/120 Volts Three-Phase, Four-Wire Delta, Center Tap Ground on Single-Phase	Grounded Neutral Phase A High (wild) Leg Phase C	White Black Orange Blue
480Y/277 Volts Three-Phase, Four-Wire	Grounded Neutral Phase A Phase B Phase C	Gray Brown Purple Yellow
NOTE: Phase A, B, C implies direction of positive phase rotation		

4. Tracer: Outer covering of white with an identifiable colored strip other than green in accordance with NFPA 70.

3.3 CIRCUIT IDENTIFICATION

- A. Circuits Appearing in Circuit Schedules: identify power, instrumentation, and control conductor circuits, using circuit schedule designations, at each termination and in accessible locations such as manholes, hand holes, panels, switchboards, motor control centers, pull boxes, and terminal boxes.
- B. Circuits Not Appearing in Circuit Schedules:
1. Assign circuit name based on device or equipment at load end of circuit.
 2. Where this would result in same name being assigned to more than one circuit, add number or letter to each otherwise identical circuit name to make it unique.
- C. Method:
1. Conductors No. 3 AWG and Smaller: Identify with sleeves.
 2. Cables, and Conductors No. 2 AWG and Larger:

- a. Identify with marker plates.
- b. Attach marker plates with nylon tie cord.
3. Taped-on markers or tags relying on adhesives not permitted.

3.4 CONDUCTORS 600 VOLTS AND BELOW

- A. Install 10 AWG or 12 AWG conductors for branch circuit power wiring in lighting and receptacle circuits.
- B. Do not splice incoming service conductors and branch power distribution conductors No. 6 AWG and larger unless specifically indicated or approved by ENGINEER.
- C. Do not exceed conductor manufacturer's recommendations for maximum pulling tensions and minimum bending radii. Prior to conductor installation, the Contractor shall require the cable supplier to calculate all pull tensions for all conductors No. 1/0 AWG and larger. Maximum allowable limit calculations and results shall be submitted for Engineer's review. In cases where pulling tensions would exceed the supplier units, recommendations shall be made to the Engineer for solution.
- D. Contractor shall measure and record the conductor pulling tensions during conductor installation for all conductors No. 1/0 AWG and larger. Submit final pulling tension reports to Owner and Engineer for review.
- E. Connections and Terminations:
 1. Install wire nuts only on solid conductors.
 2. Install nylon self-insulated crimp connectors and terminators for instrumentation, control, and power circuit conductors No. 6 AWG and smaller.
 3. Install un-insulated crimp connectors and terminators for instrumentation, control, and power circuit conductors No. 4 AWG through No. 2/0 AWG.
 4. Install un-insulated, bolted, two-way connectors and terminators for power circuit conductors No. 4/0 AWG and larger.
 5. Install un-insulated bolted, two-way connectors for motor circuit conductors No. 12 and larger.
 6. Tape insulates all un-insulated connections.
 7. Place no more than one conductor in any single-barrel pressure connection.
 8. Install crimp connectors with tools approved by connector manufacturer.
 9. Install terminals and connectors acceptable for type of material used.
 10. Compression Lugs

- a. Attach with a tool specifically designed for purpose.
 - b. Tool shall provide complete controlled crimp and shall not release until crimp is complete.
 - c. Do not use plier type crimpers.
- F. Do not use soldered mechanical joints.
- G. Splices and Terminations:
 - 1. Indoors: Use general purpose, flame retardant tape.
 - 2. Outdoors: Use flame retardant, cold- and weather-resistant tape.
- H. Cap spare conductors and conductors with UL listed end caps.
- I. Cabinets, Panels, and Motor Control Centers:
 - 1. Remove surplus wire, bridle and secure.
 - 2. Where conductors pass through openings or over edges in sheet metal, remove bums, chamfer edges, and install bushings and protective strips of insulating material to protect the conductors.
- J. Extra Conductor Length: For conductors to be connected by others, install minimum 6 feet of extra conductor in freestanding panels and minimum 2 feet in other assemblies.

END OF SECTION 26 05 19

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SECTION 260526

GROUNDING

PART 1. GENERAL

1.1 REFERENCES

A. The following is a list of standards that may be referenced in this section:

1. American National Standards Institute (ANSI): C2, National Electrical Safety Code (NESC).
2. National Fire Protection Association (NFPA): 70, National Electrical Code (NEC)

1.2 SUBMITTALS

A. Shop Drawings:

1. Product Data:
 - a. Exothermic welds
 - b. Mechanical connectors
 - c. Ground rods
 - d. Ground test wells

1.3 UL COMPLIANCE

A. Materials manufactured within scope of Underwriters Laboratories shall conform to UL Standards and have an applied UL listing mark.

PART 2. PRODUCTS

2.1 GROUND ROD

- A. Material: copper clad.
- B. Diameter: 3/4 inch.
- C. Length: 20 feet.

2.2 GROUND CONDUCTORS

A. As specified in Section 260519, "Electrical Power Conductors and Cables".

2.3 CONNECTORS

A. Exothermic Weld Type:

1. Outdoor Weld: Suitable for exposure to elements or direct burial.
2. Indoor Weld: Utilize low-smoke, low-emission process.
3. Manufacturers:
 - a. Erico Products, Inc.; Cadweld and Cadweld Exolon.
 - b. Thermoweld.

2.4 COATINGS

A. Coal Tar:

1. All underground grounding connections shall be coated with coal tar as specified herein.
2. Coating shall be of polyamide Epoxy-Coal Tar with a high build corrosion resistance. Resulting coat shall conform to the performance requirements of AWWA C210 Arcs and Fireproofing:

PART 3. EXECUTION

3.1 GENERAL

- A. Grounding shall be in compliance with NFPA 70 and ANSI C2
- B. Ground conductors shall be protected against abrasion by several wrappings of rubber tape at all points where cable leaves concrete.
- C. Ground electrical service neutral at service entrance equipment to supplementary grounding electrodes.
- D. Ground each separately derived system neutral to nearest effectively grounded building structural steel member or separate grounding electrode.
- E. Bond together service equipment enclosures, exposed non-current-carrying metal parts of electrical equipment, metal raceways, ground conductor in raceways and cables, receptacle ground connections, and metal piping systems.
- F. Shielded Power Cables: Ground shields at each splice or termination in accordance with recommendations of splice or termination manufacturer.
- G. Shielded Control and Signal Cables:
 1. Ground shield to ground bus at power supply for analog signal.

2. Expose shield minimum 1 inch at termination to field instrument and apply heat shrink tube.
3. Do not ground control and signal cable shield at more than one point.

3.2 WIRE CONNECTIONS

- A. Ground Conductors: Install in all conduits.
- B. Nonmetallic Raceways and Flexible Tubing: Install an equipment grounding conductor connected at both ends to non-current-carrying grounding bus.
- C. Connect ground conductors to raceway grounding bushings.
- D. Extend and connect ground conductors to ground bus in all equipment containing a ground bus.
- E. Connect enclosure of equipment containing ground bus to that bus.
- F. Bolt connections to equipment ground bus.
- G. Bond grounding conductors to metallic enclosures at each end, and to intermediate metallic enclosures.
- H. Junction Boxes: Furnish materials and connect to equipment grounding system with grounding clips mounted directly on box, or with 3/8-inch machine screws.

3.3 GROUND RODS

- A. Install full length with conductor connection at upper end.
- B. Install with connection point below finished grade, unless otherwise shown.

3.4 CONNECTIONS

- A. General:
 1. Above grade Connections: Use either exothermic weld or mechanical-type connectors.
 2. Below grade Connections: Install exothermic weld type connectors.
 3. Remove paint, dirt, or other surface coverings at connection points to allow good metal-to-metal contact.
 4. Notify Engineer prior to backfilling ground connections.
- B. Exothermic Weld Type:
 1. Wire brush or file contact point to bare metal surface.

2. Use welding cartridges and molds in accordance with manufacturer's recommendations.
3. Avoid using badly worn molds.
4. Mold to be completely filled with metal when making welds.
5. After completed welds have cooled, brush slag from weld area and thoroughly clean joint.

C. Mechanical Type:

1. Apply homogeneous blend of colloidal copper and rust and corrosion inhibitor before making connection.
2. Install in accordance with connector manufacturer's recommendations.
3. Do not conceal mechanical connections.

END OF SECTION 26 05 19

SECTION 260533
RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1. GENERAL

1.1 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Association of State Highway and Transportation Officials (AASHTO):
Division I, Standard Specifications for Highway Bridges, Fourteenth Edition.
2. American National Standards Institute (ANSI):
 - a. C80.1, Rigid Steel Conduit-Zinc Coated.
 - b. C80.3, Electrical Metallic Tubing-Zinc Coated.
 - c. CS0.5, Rigid Aluminum Conduit.
 - d. C80.6, Intermediate Metal Conduit (IMC)-Zinc Coated.
3. American Society for Testing and Materials (ASTM):
 - a. A123 El, Standard Specification for Zinc-Coated (Galvanized) Coatings on Iron and Steel Products.
 - b. C857, Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures.
4. National Electrical Contractor's Association, Inc. (NECA): 5055, Standard of Installation.
5. National Electrical Manufacturers Association (NEMA):
 - a. RN 1, Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
 - b. TC 2, Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80).
 - c. TC 3, PVC Fittings for Use with Rigid PVC Conduit and Tubing.
 - d. TC 6, PVC and ABS Plastic Utilities Duct for Underground Installation.
 - e. VE 1, Metallic Cable Tray Systems.
6. National Fire Protection Association (NFPA): 70, National Electrical Code. (NEC)
7. Underwriters Laboratories, Inc. (UL):
 - a. 1, Standard for Safety Flexible Metal Conduit.
 - b. 6, Standard for Safety Rigid Metal Conduit.

- c. 360, Standard for Safety Liquid-Tight Flexible Steel Conduit.
- d. 514B, Standard for Safety Fittings for Conduit and Outlet Boxes.
- e. 514C, Standard for Safety Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers.
- f. 651, Standard for Safety Schedule 40 and 80 PVC Conduit.
- g. 651A, Standard for Safety Type EB and Rigid PVC Conduit and HDPF Conduit.
- h. 797, Standard for Safety Electrical Metallic Tubing.
- i. 870, Standard for Safety Wireways, Auxiliary Gutters, and Associated Fittings.
- j. 1242, Standard for Safety Intermediate Metal Conduit.
- k. 1660, Standard for Safety Liquid-Tight Flexible Nonmetallic Conduit.

1.2 SUBMITTALS

A. Shop Drawings:

- 1. Manufacturer's Literature:
 - a. Rigid galvanized steel conduit.
 - b. PVC Schedule 40 conduit.
 - c. Flexible metal, liquid-tight conduit.
 - d. Flexible, nonmetallic, liquid-tight conduit.
 - e. Conduit fittings.
 - f. Wireways.
- 2. Conduit Layout:
 - a. Plan and section type, showing arrangement and location of conduit and duct bank required for:
 - 1) Low and medium voltage feeder and branch circuits.
 - 2) Instrumentation and control systems.
 - 3) Communications systems.
 - 4) Empty conduit for future use.
 - b. Equipment and machinery proposed for bending metal conduit.
 - c. Method for bending PVC conduit less than 30 degrees.

1.3 UL COMPLIANCE

- A. Materials manufactured within scope of Underwriters Laboratories shall conform to UL Standards and have an applied UL listing mark.

PART 2. PRODUCTS

2.1 CONDUIT AND TUBING

A. Rigid Galvanized Steel Conduit (RGS):

1. Meet requirements of ANSI C80.1 and UL6.
2. Material: Hot-dip galvanized, with chromated protective layer.

B. PVC Schedule 40 Conduit:

1. Meet requirements of NEMA TC 2 and UL 651.
2. UL listed for concrete encasement, underground direct burial, concealed or direct sunlight exposure, and 90 degrees C insulated conductors.

C. Flexible Metal, Liquid-Tight Conduit:

1. UL 360 listed for 105 degrees C insulated conductors.
2. Material: Galvanized steel, with an extruded PVC jacket.

D. Flexible, Nonmetallic, Liquid-Tight Conduit:

1. Material: PVC core with fused flexible PVC jacket.
2. UL 1660 listed for:
 - a. Dry Conditions: 80 degrees C insulated conductors.
 - b. Wet Conditions: 60 degrees C insulated conductors.
3. Manufacturers:
 - a. Carlon; Carflex or X-Flex.
 - b. T & B; Xtraflex LTC or EFC.

2.2 FITTINGS

A. Rigid Galvanized Steel Conduit:

1. General:
 - a. Meet requirements of UL 514B.
 - b. Type: Threaded, galvanized. Set screw and compression fittings not permitted.
2. Bushing:

- a. Material: Malleable iron with integral insulated throat, rated for 150 degrees C.
- b. Manufacturers:
 - 1) Thomas & Betts; Type BIM.
 - 2) O.Z./Gedney; Type HB.
- 3. Grounding Bushing:
 - a. Material: Malleable iron with integral insulated throat rated for 150 degrees C, with solderless lugs.
 - b. Manufacturers:
 - 1) Appleton; Series GIB.
 - 2) O.Z. Gedney; Type HBLG.
- 4. Conduit Hub:
 - a. Material: Malleable iron with insulated throat.
 - b. Manufacturers:
 - 1) O.Z. Gedney; Series CH.
 - 2) T & B; Series 370.
- 5. Conduit Bodies:
 - a. Material: Malleable iron, sized as required by NFPA 70.
 - b. Manufacturers (For Normal Conditions):
 - 1) Appleton; Form 35 threaded Unilets.
 - 2) Crouse-Hinds; Form 7 or 8 threaded condulets.
 - 3) Killark; Series O Electrolets.
 - c. c.Manufacturers (For Hazardous Locations):
 - 1) Appleton.
 - 2) Crouse-Hinds.
 - 3) Killark.
- 6. Couplings: Threaded, galvanized. Set screw and compression fittings not permitted.
- 7. Conduit Sealing Fitting Manufacturers:
 - a. Appleton; Type EYF, EYM, or ESU.
 - b. Crouse-Hinds; Type EYS or EZS.
 - c. Killark; Type EY or EYS.
- 8. Drain Seal Manufacturers:
 - a. Appleton; Type SF.

- b. Crouse-Hinds; Type EYD or EZD.
- 9. Drain/Breather Fitting Manufacturers:
 - a. Appleton; Type ECDB.
 - b. Crouse-Hinds; ECD.
- 10. Expansion Fitting Manufacturers:
 - a. Deflection/Expansion Movement:
 - 1) Appleton; Type DF.
 - 2) Crouse-Hinds; Type XD.
 - b. Expansion Movement Only:
 - 1) Appleton; Type XJ.
 - 2) Crouse-Hinds; Type XJ.
- 11. Cable Sealing Fittings:
 - a. To form watertight nonslip cord or cable connection to conduit.
 - b. For Conductors With OD of 1/2 Inch or Less: Neoprene bushing at connector entry.
 - c. Manufacturers:
 - 1) Crouse-Hinds; CGBS.
 - 2) Appleton; CG-S.

B. PVC Conduit and Tubing:

- 1. Meet requirements of NEMA TC-3.
- 2. Type: PVC, slip-on.

C. Flexible Metal, Liquid-Tight Conduit:

- 1. Metal insulated throat connectors with integral nylon or plastic bushing rated for 105 degrees C.
- 2. Insulated throat and sealing O-rings.
- 3. Long design type extending outside of box or other device at least 2 inches.
- 4. Manufacturer: T & B; Series 5300.

D. Flexible, Nonmetallic, Liquid-Tight Conduit: Meet requirements of UL 514B.

- 1. Type: One-piece fitting body, complete with lock nut, O-ring, threaded ferrule, sealing ring, and compression nut.

2. Manufacturers:

- a. Carlon; Type LT.
- b. Kellems; Polytuff.
- c. T & B; LT Series.

E. Watertight Entrance Seal Device:

1. New Construction:

- a. Material: Oversized sleeve, malleable iron body with sealing ring, pressure ring, grommet seal, and pressure clamp.
- b. Manufacturer: O.Z./Gedney; Type FSK or WSK, as required.

2. Gored-Hole Application:

- a. Material: Assembled dual pressure disks, neoprene sealing ring, and membrane clamp.
- b. Manufacturer: O.Z./Gedney; Series CSM.

2.3 WIREWAYS

A. Meet requirements of UL 870.

B. Type: Steel-enclosed, with removable, hinged cover.

C. Rating: Outdoor raintight if outdoor, and indoor if indoor.

D. Finish: Gray, baked enamel.

E. Manufacturers:

- 1. Square D.
- 2. B-Line Systems, Inc.

2.4 ACCESSORIES

A. Identification Devices:

1. Raceway Tags:

- a. Material: Permanent, nylon.
- b. Shape: Round.
- c. Raceway Designation: Pressure stamped, embossed, or engraved.
- d. Tags relying on adhesives or taped-on markers not permitted.

B. Raceway Coating:

1. Material: Bitumastic or plastic tape coating.
2. Manufacturers:
 - a. Koppers bitumastic; No. 505.
 - b. Scotchwrap; No. 51, plastic tape.

PART 3. EXECUTION

3.1 GENERAL

- A. Conduit and Tubing sizes shown are based on the use of copper conductors. Reference Section 260519, ELECTRICAL POWER CONDUCTORS AND CABLES, concerning conduit sizing for conductors.
- B. All installed Work shall comply with NECA 5055.
- C. Crushed or deformed raceways not permitted.
- D. Maintain raceway entirely free of obstructions and moisture.
- E. Immediately after installation, plug or cap raceway ends with watertight and dust-tight seals until time for pulling in conductors.
- F. Sealing Fittings: Provide drain seal in vertical raceways where condensate may collect above sealing fitting.
- G. Avoid moisture traps where possible. When unavoidable in exposed conduit runs, provide junction box and drain fitting at conduit low point.
- H. Group raceways installed in same area.
- I. Proximity to Heated Piping: Install raceways minimum 12 inches from parallel runs.
- J. Follow structural surface contours when installing exposed raceways. Avoid obstruction of passageways.
- K. Run exposed raceways parallel or perpendicular to walls, structural members, or intersections of vertical planes.
- L. Block Walls: Do not install raceways in same horizontal course with reinforcing steel.
- M. Install watertight fittings in outdoor, underground, or wet locations.
- N. Paint threads, before assembly of fittings, of galvanized conduit installed in exposed or damp locations with zinc-rich paint or liquid galvanizing compound.

- O. All metal conduit to be reamed, burrs removed, and cleaned before installation of conductors, wires, or cables.
- P. Do not install raceways in concrete equipment pads, foundations, or beams.
- Q. Horizontal raceways installed under floor slabs shall lie completely under slab, with no part embedded within slab.
- R. Install concealed, embedded, and buried raceways so that they emerge at right angles to surface and have no curved portion exposed.

3.2 CONDUIT APPLICATION

- A. Diameter: Minimum 3/4 inch.
- B. Exterior, Exposed:
 - 1. Rigid galvanized steel.
- C. Aboveground, Embedded in Concrete Walls, Ceilings, or Floors: PVC Schedule 40.
- D. Direct Earth Burial: PVC Schedule 40.
- E. Concrete-Encased Raceways: PVC Schedule 40.
- F. Under Slabs-On-Grade: PVC Schedule 40.
- G. Lightning Protection: PVC Schedule 40.

3.3 CONNECTIONS

- A. For motors, wall or ceiling mounted fans and unit heaters, dry type transformers, electrically operated valves, instrumentation, and other equipment where flexible connection is required to minimize vibration:
 - 1. Conduit Size 4 Inches or Less: Flexible metal, liquid-tight conduit.
 - 2. Conduit Size Over 4 Inches: Nonflexible.
 - 3. Length: 18-inch minimum, 36-inch maximum, of sufficient length to allow movement or adjustment of equipment.
 - 4. Outdoor Areas, Areas Exposed to Moisture, and Areas Required to be Oiltight and Dust-Tight: Flexible metal, liquid-tight conduit.
- B. Lighting Fixtures in Dry Areas: Flexible steel, nonliquid-tight conduit, 60-inch maximum.

3.4 PENETRATIONS

- A. Make at right angles, unless otherwise shown.

- B. Notching or penetration of structural members, including footings and beams, not permitted.
- C. Fire-Rated Walls, Floors, or Ceilings: Fire-stop openings around penetrations to maintain fire-resistance rating.
- D. Apply single layer of wraparound duct band to all metallic conduit in contact with concrete floor slabs to a point 2 inches above concrete surface.
- E. Concrete Walls, Floors, or Ceilings (Aboveground): Provide nonshrink grout dry-pack, or use watertight seal device.
- F. Entering Structures:
 - 1. General: Seal raceway at the first box or outlet with minimum 2 inches thick expandable plastic compound to prevent the entrance of gases or liquids from one area to another.
 - 2. Concrete Roof or Membrane Waterproofed Wall or Floor:
 - a. Provide a watertight seal.
 - b. Without Concrete Encasement: Install watertight entrance seal device on each side.
 - c. With Concrete Encasement: Install watertight entrance seal device on the accessible side.
 - d. Securely anchor malleable iron body of watertight entrance seal device into construction with one or more integral flanges.
 - e. Secure membrane waterproofing to watertight entrance seal device in a permanent, watertight manner.
 - 3. Heating, Ventilating, and Air Conditioning Equipment:
 - a. Penetrate equipment in area established by manufacturer.
 - b. Terminate conduit with flexible metal conduit at junction box or conduit attached to exterior surface of equipment prior to penetrating equipment.
 - c. Seal penetration with an approved fire stop silicone type sealant.
 - 4. Existing or Precast Wall (Underground): Core drill wall and install a watertight entrance seal device.
 - 5. Nonwaterproofed Wall or Floor (Underground, without Concrete Encasement):
 - a. Provide Schedule 40 galvanized pipe sleeve, or watertight entrance seal device.
 - b. Fill space between raceway and sleeve with an expandable plastic compound on each side.

3.5 SUPPORT

- A. Support from structural members only, at intervals not exceeding NFPA 70 requirements, and in any case not exceeding 10 feet. Do not support from piping, pipe supports, or other raceways.
- B. Multiple Adjacent Raceways: Provide ceiling trapeze. For trapeze-supported conduit, allow 40 percent extra space for future conduit.
- C. Provide and attach wall brackets, strap hangers, or ceiling trapeze as follows:
 - 1. Wood: Wood screws.
 - 2. Hollow Masonry Units: Toggle bolts.
 - 3. Concrete or Brick: Expansion shields, or threaded studs driven in by powder charge, with lock washers and nuts.
 - 4. Steelwork: Machine screws.
- D. Nails or wooden plugs inserted in concrete or masonry for attaching raceway not permitted. Do not weld raceways or pipe straps to steel structures. Do not use wire in lieu of straps or hangers.

3.6 BENDS

- A. Install concealed raceways with a minimum of bends in the shortest practical distance.
- B. Make bends and offsets of longest practical radius.
- C. Install with symmetrical bends or cast metal fittings.
- D. Avoid field-made bends and offsets, but where necessary, make with acceptable hickey or bending machine. Do not heat metal raceways to facilitate bending.
- E. Make bends in parallel or banked runs from same center or centerline with same radius so that bends are parallel.
- F. Factory elbows may be installed in parallel or banked raceways if there is change in plane of run, and raceways are same size.
- G. PVC Conduit:
 - 1. Bends 30-Degree and Larger: Provide factory-made elbows.
 - 2. 90-Degree Bends: Provide rigid steel elbows.
 - 3. Use manufacturer's recommended method for forming smaller bends.

- H. Flexible Conduit: Do not make bends that exceed allowable conductor bending radius of cable to be installed or that significantly restricts conduit flexibility.

3.7 EXPANSION/DEFLECTION FITTINGS

- A. Provide on all raceways at all structural expansion joints, and in long tangential runs.
- B. Provide expansion/deflection joints for 50 degrees F maximum temperature variation.
- C. Install in accordance with manufacturer's instructions.

3.8 PVC CONDUIT

- A. Solvent Welding:
 - 1. Provide manufacturer recommended solvent; apply to all joints.
 - 2. Install such that joint is watertight.
- B. Adapters:
 - 3. PVC to Metallic Fittings: PVC terminal type.
 - 4. PVC to Rigid Metal Conduit or IMC: PVC female adapter.
- C. Belied-End Conduit: Bevel the unbelled end of the joint prior to joining.

3.9 WIREWAYS

- A. Install in accordance with manufacturer's instructions.
- B. Locate with cover on accessible vertical face of wireway, unless otherwise shown.

3.10 TERMINATION AT ENCLOSURES

- A. Cast Metal Enclosure: Provide manufacturer's premolded insulating sleeve inside metallic conduit terminating in threaded hubs.
- B. Sheet Metal Boxes, Cabinets, and Enclosures:
 - 1. Rigid Galvanized Conduit:
 - a. Provide one lock nut each on inside and outside of enclosure.
 - b. Install grounding bushing.
 - c. Provide bonding jumper from grounding bushing to equipment ground bus or ground pad; if neither ground bus nor pad exists, connect jumper to lag bolt attached to metal enclosure.
 - d. Install insulated bushing on ends of conduit where grounding is not required.

- e. Provide insulated throat when conduit terminates in sheet metal boxes having threaded hubs.
- 2. Electric Metallic Tubing:
 - a. Provide gland compression, insulated connectors.
 - b. Install grounding bushing.
 - c. Provide bonding jumper from grounding bushing to equipment ground bus or ground pad; if neither ground bus nor pad exists, connect jumper to lag bolt attached to metal enclosure.
 - d. Install insulated bushing on ends of conduit where grounding is not required.
- 3. Flexible Metal Conduit: Provide two screw type, insulated, malleable iron connectors.
- 4. Flexible, Nonmetallic Conduit: Provide nonmetallic, liquid-tight strain relief connectors.
- 5. PVC-Coated Rigid Galvanized Steel Conduit: Provide PVC-coated, liquid-tight, metallic connector.
- 6. PVC Schedule 40 Conduit: Provide PVC terminal adapter with lock nut.

C. Gasketed Boxes, Cabinets, and Enclosures:

- 1. Conduit shall be terminated with conduit hubs
- D. Motor Control Center, Switchboard, Switchgear, and Free-Standing Enclosures: Terminate conduit entering bottom with grounding bushing; provide a grounding jumper extending to equipment ground bus or grounding pad.

3.11 UNDERGROUND RACEWAYS

- A. Grade: Maintain minimum grade of 4 inches in 100 feet, either from one handhole or pull box to the next, or from a high point between them, depending on surface contour.
- B. Cover: Maintain minimum 2-foot cover above conduit and concrete encasement, unless otherwise shown.
- C. Make routing changes as necessary to avoid obstructions or conflicts.
- D. Couplings: In multiple conduit runs, stagger so that couplings in adjacent runs are not in same transverse line.
- E. Union type fittings not permitted.
- F. Spacers:

1. Provide preformed, nonmetallic spacers, designed for such purpose, to secure and separate parallel conduit runs in a trench or concrete encasement.
 2. Install at intervals not greater than that specified in NFPA 70 for support of the type conduit used, but in no case greater than 10 feet.
- G. Support conduit so as to prevent bending or displacement during backfilling or concrete placement.
- H. Installation with Other Piping Systems:
1. Crossings: Maintain minimum 12-inch vertical separation.
 2. Parallel Runs: Maintain minimum 12-inch separation.
 3. Installation over valves or couplings not permitted.
- I. Concrete Encasement:
1. Concrete Color: Gray.
- J. Backfill:
1. Do not backfill until inspected by ENGINEER.

3.12 EMPTY RACEWAYS

- A. Provide permanent, removable cap over each end.
- B. Provide PVC plug with pull tab for underground raceways with end bells.
- C. Provide nylon pull cord.
- D. Identify, as specified in Paragraph IDENTIFICATION DEVICES, with waterproof tags attached to pull cord at each end, and at intermediate pull point.

3.13 IDENTIFICATION DEVICES

- A. Raceway Tags:
 1. Identify origin and destination.
 2. Install at each terminus, near midpoint, and at minimum intervals of every 50 feet of exposed Raceway, whether in ceiling space or surface mounted.
 3. Provide nylon strap for attachment.

3.14 PROTECTION OF INSTALLED WORK

- A. Protect products from effects of moisture, corrosion, and physical damage during construction.
- B. Provide and maintain manufactured watertight and dust-tight seals over all conduit openings during construction.
- C. Touch up painted conduit threads after assembly to cover nicks or scars.

END OF SECTION 260533

23-0613

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1 pages

Advantage Document Numbers

BGRV:

BGEX: 121-040423*1170

FUND 4111 Airport Improvement & Development Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/	REMAINING
							ENCUMBERED As of 04/04/23	
<u>REVENUES/EXPENDITURES</u>								
121-A453-6504	Iotb Non Infrastructure	0	0	696,969	0	696,969	0	696,969
121-A900-9909	Reserves Improvement Program	30,976,327	21,746,850	0	696,969	21,049,881	0	21,049,881
Total Receipts and Balances		187,285,160	187,644,684	696,969	696,969	187,644,684		

Signatures & Dates

By Board of County Commissioners

Office of Financial Management & Budget

At Meeting of

INITIATING DEPARTMENT/DIVISION

Tuesday, May 2, 2023

Administration/Budget Department Approval

Deputy Clerk to the

OFMB Department - Posted

Board of County Commissioners