



CITY OF WEST PALM BEACH
Procurement Division
401 Clematis Street – 5th Floor
West Palm Beach, FL 33401
Tel: 561-822-2100
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INVITATION TO BID
Construction

ITB Number: **23-24-114 LA**
Project: **Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)**

FDOT Project Number: **444376-1-58-01**

Bid Submittal Deadline: June 28, 2024
Time: **3:00 p.m.**

Location: Procurement Division
West Palm Beach City Hall
401 Clematis Street - 5th floor
West Palm Beach, FL 33401
Attention: Sharon Sepulveda, Senior Procurement Specialist

The City of West Palm Beach is accepting bids from FDOT pre-qualified and responsible Contractors to furnish and assume full responsibility for all labor, material, construction equipment and machinery, transportation, tools, appliances, fuel, power, light, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary, including supervision, servicing, taxes, bonds and insurance, permitting fees, traffic control, security, miscellaneous costs, warranties, general conditions, overhead and profit to perform the above-referenced federally funded FDOT and City of West Palm Beach improvements project as shown in the construction plans and described in the technical specifications for the project.

The project includes the construction of American Disability Act (ADA) improvements, include two multiuse paths, pavement reconstruction, signing, pavement markings, irrigation, landscaping, drainage improvements and pedestrian lighting. Pursuant to the terms of the grant, the Parker Avenue Improvements. The Contractor shall comply with FDOT's DBE Program Plan approved by the USDOT. FDOT currently has a race neutral program with a **10.67%** goal. Contractor shall use DBEs certified under the Florida Unified Certification Program Directory:

<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

How to Obtain Solicitation: Solicitation documents may be acquired electronically by registering and logging onto the City of West Palm Beach's third party website, *DemandStar* at: <https://network.demandstar.com/for-business>

Bids must be received and time-stamped by the Procurement personnel no later than the deadline. Bidders are responsible for insuring that their bid is time-stamped by Procurement personnel by the deadline indicated. The City shall not be responsible for any delays caused by any occurrence.

One (1) original, one (1) electronic version and one (1) copy of the Bid shall be submitted in a sealed envelope. **ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED WITH THE BID NUMBER, SEALED, and marked in the lower left-hand corner with the firm name, ITB title, bid submittal deadline date, and time.** Bids must be in accordance with the provisions and instructions in this solicitation. Read the entire solicitation package carefully.



Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

The solicitation and any addenda posted by the City on *DemandStar* are the only official procurement documents. The City does not post procurement solicitations on other third-party sites and is not responsible for the content posted on any third-party site other than *DemandStar*.

PRE-BID CONFERENCE: THERE IS A PREBID CONFERENCE SCHEDULED FOR May 24, 2024, AT 10:00 AM, CITY HALL PROCUREMENT CONFERENCE ROOM 519, 401 CLEMATIS STREET, WEST PALM BEACH, FL 33401. ATTENDANCE IS STRONGLY RECOMMENDED.

LOBBYING PROHIBITED. Contact by a Bidder (or anyone representing a Bidder) regarding this solicitation with the Mayor, any City Commissioner, officer, or City employee other than an employee of the West Palm Beach Procurement Division is grounds for disqualification.

Date: May 8, 2024

Donna L. Levensgood, CPPO, CPPB
Procurement Official

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Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

ITB SCHEDULE

The Procurement Division may change any of these dates or times, as it deems necessary. All times are local time, West Palm Beach, Florida.

Pre-Bid Conference **May** 24, 2024 at 10:00 AM, 401 Clematis St, Room 519

Final Questions Due **May** 31, 2024 by 5:00 p.m.

Bid Submittal Deadline **June 28, 2024 2023** at 3:00 p.m.

City of West Palm Beach Procurement Division – 5th Floor
401 Clematis Street – City Hall West Palm Beach, FL
33401

PROCUREMENT CONTACT

Questions or requests for information regarding this solicitation should be addressed only to:

City of West Palm Beach
Procurement Division
West Palm Beach City Hall
401 Clematis Street
West Palm Beach, FL 33401

Sharon Sepulveda, Senior Procurement Specialist

Email: Procurement@wpb.org

Dir: 561-822-1056

Main: 561-822-2100

TTY: 800-955-8771

SECTION 1 – SCOPE OF WORK

The City of West Palm Beach is accepting bids from FDOT pre-qualified and responsible Contractors to furnish and assume full responsibility for all labor, material, construction equipment and machinery, transportation, tools, appliances, fuel, power, light, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary, including supervision, servicing, taxes, bonds and insurance, permitting fees, traffic control, security, miscellaneous costs, warranties, general conditions, overhead and profit to perform the above-referenced federally funded FDOT and City of West Palm Beach improvements project as shown in the construction plans and described in the technical specifications for the project.

Prequalification and work class information is found here: [Contracts Administration Prequalification Information \(fdot.gov\)](https://www.fdot.gov/contracts/prequal-info/prequalified.shtm) ; <https://www.fdot.gov/contracts/prequal-info/prequalified.shtm>

Contractor shall furnish and assume full responsibility for all labor (including costs for overtime, nights, weekends, holiday and multiple phasing work), materials, construction equipment and machinery, transportation, tools, appliances, fuel, power, light, telephone, water, sanitary facilities, temporary facilities and all other facilities, taxes, bonds and insurance, permitting fees, traffic control, security, miscellaneous costs, warranties, general conditions, overhead and profit and other incidentals necessary to perform the Work, as shown on the construction plans titled “Parker Ave Reconstruction From Forest Hill Blvd to Nottingham Blvd” dated June 13 2023 and associated technical specifications.

Project Location & Background:

The City of West Palm Beach (City) has received a grant from the Florida Department of Transportation (FDOT) through the Local Agency Program (LAP) to construct American Disability Act (ADA) improvements, which includes two multiuse paths, pavement reconstruction, signing, pavement markings, irrigation, landscaping, drainage improvements and pedestrian lighting. Pursuant to the terms of the grant, the Parker Avenue Improvements.

The work shall cause minimal disruption to pedestrian and vehicular traffic and be performed in an expedited highly coordinated manner by the Contractor. The Contractor must have adequate staffing at all work locations when construction activities are occurring to ensure completion of the work in accordance with the Schedule and so that the City and Engineer may have questions answered when required.



Figure 1: Location Map of the project limits from Forest Hill Boulevard to Nottingham Boulevard

Project Description

Improvements shall include, but not be limited to, the following:

Site improvements

The Contractor shall be responsible for the construction of two multiuse paths, pavement reconstruction, signing, pavement markings, irrigation, landscaping, signal improvements, drainage improvements, pedestrian lighting. The Contractor shall be responsible for coordinating the phasing of the work and the schedule with the Palmetto Elementary School and Forest Hill High School. The Contractor shall also be responsible for the coordination with public utility companies for the relocation of existing utilities within the limits of the work. The Contractor is responsible for furnishing and installing waste receptacles and for the removal and relocation of any existing landscaping or hardscape that conflicts with the proposed improvements.

Maintenance of Traffic

The Contractor shall be responsible for furnishing, providing, implementing, installing and maintaining all maintenances of traffic (MOT), submitting MOT plans, obtaining the required permitting and installations in conformity with all City, County and FDOT standards and best practices. The Contractor shall provide an MOT Phasing Schedule that guarantees safe, continued vehicular and pedestrian traffic flow to all properties within the Project area. The contractor shall plan work so only the work on one road is being performed at a time.

Signing and Pavement Marking

The Contractor shall furnish and install all permanent and temporary traffic signage and striping conforming to City, County and FDOT standards and best practices as shown on the contract drawings.

Landscaping

The Contractor shall furnish and install all of the Landscaping as shown on the contract drawings. The Contractor shall be responsible for watering of the landscaping and marking, cutting and capping all existing private or public irrigation systems within the project impact area. The Contractor shall be responsible for pruning existing trees within the right-of-way.

Surveying and Testing

The Contractor shall be responsible for all necessary surveying services, including construction layout, all survey work shall be performed by an independent third-party surveyor licensed to practice in the State of Florida. The surveyor shall be retained by the Contractor and approved by the City. The Contractor shall also provide the City with monthly as-built surveys of the Contractor's completed work, and final project Record Drawings as specified. The Contractor shall make arrangements for such tests with an independent testing laboratory or entity acceptable to the City and shall give the Engineer timely notice of the date fixed for such testing. Contractor shall be responsible for all costs of testing and approvals.

SECTION 2 – BID EVALUATION

Contractors must meet the following minimum requirements in order to be considered for award.

NOTE: Failure to fully and accurately complete Forms A1, A2 and A3 included in this document evidencing compliance with minimum qualifications shall be grounds for disqualification of contractor's bid. **Contractors not meeting the minimum requirements will be disqualified.** All decisions of the City are final.

Minimum Requirements

1. Bid. The Bid shall be timely received by Procurement personnel by the submittal deadline.
2. Bid Security. The required bid bond or security shall be timely received.
3. Signatures. The Bid (Form B2) and all documents requiring signature are included and have been signed by an appropriate officer.
4. License. Bidder shall be properly licensed / registered to perform work in the State of Florida, Palm Beach County, and the City of West Palm Beach. Bidder is required to have a State of Florida General Contractor's License at the time of bid submittal.
5. Surety. During the lifetime of the organization, as presently named, the Bidder shall not have defaulted to a bonding company/ surety for the completion of any projects.
6. Convicted Vendor List. Bidder has not been placed on the Convicted Vendor List kept by the Florida Department of Management Services, within 36 months of bid submittal.
7. Discriminatory Vendor List. Bidder has not been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.
8. Scrutinized Company. For bids of any amount, Bidder is not on the Scrutinized Companies that Boycott Israel List or is not engaged in a boycott of Israel. For bids over \$1 million, Bidder is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business activities in Syria or Cuba.
9. Equal Benefits. Compliance with the City's Equal Benefits ordinance.
10. LAP Certification of Current Capacity. FDOT Form 525-010-46, Attachment E.
11. Minimum Experience. Contractor must have completed and provide references for a minimum of two (2) civil engineering projects completed within the past five (5) years that includes each of the following **project elements:** roadway/parking area construction, water main installation, pavement installation, landscaping, storm water drainage, asphalt milling and resurfacing, and maintenance of traffic. Contractor must fully and accurately complete Form A1.
12. Form A2. Listing of All Existing and Projected Workloads/Projects. Contractor must fully and accurately complete Form A2.
13. Form A3. List of Manpower and Equipment, Contractor must fully and accurately complete Form A3.
14. Federally required Forms B12, B13 and B14.
15. List any and all liens, delinquent payments or judgment against bidder in the last two years.

EVALUATION FACTORS

Evaluation of responses will include, but not be limited to the following:

1. Experience and Reference Responses. Contractor must have completed and provide references for a minimum of two (2) civil engineering projects completed within the past five (5) years that includes each of the following **project elements**: roadway/parking area construction, water main installation, pavement installation, landscaping, storm water drainage, asphalt milling and resurfacing, and maintenance of traffic. Contractor must fully and accurately complete Form A1.
2. Firm's Office and Field Personnel: The general and specific project related capability of the in-house office support, Project Manager and/or Project Superintendent including previous experience in similar projects.
3. Scheduling/Cost Control: A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities.
4. Financial Capability: An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project.
5. DBE Participation.
6. Demonstrate ability to work with business owners and other government officials at all level based on previous projects.
7. Firm capacity in terms of personnel, equipment and workload.
8. Contractor personnel / subcontractor experience.
9. Firm capacity in terms of financial viability and ability to provide required bond and insurance.
10. Past performance of Bidder and its subcontractor(s) on City Projects or work.
11. Ability to meet the requirements of the solicitation and Project.
12. Project understanding and approach. Adherence to specifications and requirements.
13. Proposed construction schedule and ability to meet time requirements.
14. Total Bid amount and schedule of bid prices.
15. Ability and commitment to self-perform a minimum of 30% of the work on the Project.
16. Contractor safety information.
17. Evidence of ability to work efficiently and cooperatively with City staff.
18. Any suspension or debarment by any government entity; Any prior conviction for bribery, theft, forgery, embezzlement, honest services fraud, falsification or destruction of records, or other offense indicating a lack of business integrity or honesty; any prior violation of State, City or County ethical standards. Suspension or debarment by the City or another government entity.
19. Consideration of any other factors or requirements specific to the ITB.
20. Such other information as may be obtained by the City.

SECTION 3 – LAP REQUIRED PROVISIONS (FDOT)

Funds for this project are derived from federal grants and therefore the successful contractor must comply with federal guidelines. The federal funds appropriated by the Department of Transportation (DOT), Federal Highway Administration (FHWA) will be administered through the Florida Department of Transportation (FDOT or SHA (State Highway Authority)).

1. General

In the event of a conflict between the Federal Requirements listed in this section and other provisions of the Invitation to Bid, the Federal Requirements will govern and prevail.

- a. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- b. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- c. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- d. All Local Agency Program (LAP) administered by the City of West Palm shall be advertised. Advertisements must be placed a minimum of 21 calendar days prior to the established bid opening for projects that cost more than \$200,000, and at least 5 days prior to any scheduled pre-bid conference. Projects more than \$500,000 shall be advertised at least 30 days prior to the established bid opening, and 5 days prior to any scheduled pre-bid conference.
- e. Owner Force Account provisions are excluded from this project.
- f. Local Force requirements do not apply to this project.

2. Prequalification

All prequalified contractors bidding on this project must include with their bid proposal a copy of their Certification of Current Capacity (FDOT Form 525-010-46).

Contact the Florida Department of Transportation to obtain an application for and regulations regarding prequalification. Further information may be obtained on the internet at www.dot.state.fl.us. Click on "Doing Business with FDOT"; see "Contract Administration".

* No public agency shall be permitted to bid in on this contract as either a contractor or subcontractor. A public agency is defined as any organization with administrative or functional responsibilities that are either directly or indirectly affiliated with a governmental body of any nation, state, or local jurisdiction.

3. Contract Award

The City intends to award the Contract to the lowest responsive responsible bidder.

Submit bid unit prices for all bid items. Bids submitted without bid unit prices for all bid items will be rejected as irregular.

FDOT must concur with the City's selection of the contractor.

Public agencies are not entitled to submit a bid under this Invitation to Bid (ITB).

In considering bids, the City will not consider or allow a price differential in favor of articles or materials produced within Florida. The City will not prohibit, restrict or discriminate against the use of articles or materials shipped from or prepared, made or produced in any State, territory or possession of the United States. In addition, the City will not prohibit, restrict or otherwise discriminate against the use of articles or materials of foreign origin to any greater extent than is permissible under policies of the Department of Transportation.

4. Federal Required Contract Provisions

The required contract provisions of form FHWA-1273 – Revised October 23, 2023 **(Attachment A)** included in this ITB, shall be made part of the awarded contract. Contractor, and its sub-contractors, as applicable, shall be required to conform with these requirements.

5. Selection of Labor

During the performance of this contract, the Contractor shall not:

discriminate against labor from any other State, possession, or territory of the United States

or

employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

6. Equal Employment Opportunity

Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the City, FDOT and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

The contractor will accept as his operating policy the following statement:

- b. "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E. (Attachment D)

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for subcontractors, 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 subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of this Appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration,

or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. 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);

8. Titles II and III of the Americans with Disabilities Act, which prohibits 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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;

11. 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);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

7. Wage Rates

Wages for all mechanics and laborers shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor which is attached to this ITB (Attachment C) and shall be made a part of the awarded contract.

8. Disadvantage Business Enterprise Program

- a. **Policy.** The contractor shall ensure that Disadvantaged Business Enterprises, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of this project. In this regard, the contractor shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts or subcontracts with respect to this Project.
- b. **DBE Availability Goal Percentage.** The DBE Goal Percentage for this project is **10.67%**. This DBE availability goal percentage is not a mandatory contract specification, but it is a guide to inform the contractor of the work that could reasonably be contracted to a DBE.
- c. **DBE Certification.** Only DBE firm(s) certified by the FDOT Equal Opportunity Office shall be considered disadvantaged business enterprises for the purposes of this bid and any resulting contract. To verify whether a firm is certified as a DBE for the work being performed, the contractor must refer to the DBE Directory published by the FDOT Equal Opportunity Office on the Internet at: www.dot.state.fl.us/equalopportunityoffice/ or through the Florida Unified Certification Program at <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/> If the Internet is not available, call the Equal Opportunity Office for verification at (850) 414-4747.
- d. **Anticipated DBE Participation Statement.** Contractor shall complete and submit the Anticipated DBE Participation Statement prior to the pre-construction conference through the FDOT Equal Opportunity Office on the Internet. A hard copy of the Statement should also be provided at the pre-construction conference. The Statement must only include companies certified as a DBE. The Statement can and should be updated when additions or deletions are made through the life of the contract. This will not become a mandatory part of the contract. When reporting anticipated DBE utilization or actual payments, the following guidelines prescribed in the 49 C.F.R. Part 26 shall apply:
 - When a DBE participates in a contract, count only the value of the work actually performed by the DBE toward DBE participation.
 - Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on the project.
 - Follow the DBE reporting guidelines established by FDOT.
- e. **DBE Utilization.** The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting. As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department,

information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

- f. **DBE Reporting.** If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system. All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.
- g. **Bid Opportunity List.** The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>.

- h. **DBE/AA Plans.** Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's

Chief Executive Officer, President or Chairperson in the space next to “by” and print the full first and last name and position title of the official signing the policy.

- Print the DBE Liaison’s full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: eeoforms@dot.state.fl.us.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

9. Standardized Change Conditions Clause

1. Differing site conditions.

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovery such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

2. Suspensions of Work Ordered by the engineer.

If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the engineer will evaluate the contractor’s request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer’s determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

3. Significant Changes in the Character of Work.

The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances: When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed

10. Change Orders

Florida Department of Transportation (FDOT) concurrence shall be required on all construction contract changes.

11. Time Extensions

The City may grant an extension of Contract Time when it adds new work items or provides for unforeseen work, provided that the additional work actually impacts the contract critical path completion schedule. The City may also grant an extension of Contract Time when a critical path item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid or if failure of the City to fulfill an obligation under the contract results in delays to the schedule critical path. The City may consider the delays in delivery of materials or equipment that affect progress on a critical item of work as the basis for granting a time extension if such delays are beyond the control of the Contractor. Requests for time extensions due to delay in the delivery of custom manufactured equipment or fixtures will not be considered unless the contractor furnishes documentation that the order was placed in a timely manner and the lack of such equipment caused a delay in progress on a critical item.

Extensions of Contract Time will not be granted for delays due to the fault or negligence of the Contractor.

No allowance for inclement weather should be made in establishing the Contract Time. The City may grant time extensions on a day for day basis for delays caused only by inclement weather conditions that prevent the contractor from productively performing critical path items where: (i) the contractor is unable to work at least 50% of the day on a pre-determined critical path item due to the weather; or (ii) the contractor must make major repairs to work damaged by weather provided that the damage is not due to the contractor's failure to perform and that the contractor is unable to work at least 50% of the day on pre-determined critical path items.

12. Contract Claims by Contractors

Should the contractor intend to file a claim for additional monetary compensation, time or other adjustments to the contract and the City disputes the contractor's entitlement to the claim or the impact of the claim, Contractor must provide written notification to the City of contractor's intent to file a claim. This notice must be given before the contractor begins any work on which the claim is based. Failure of the contractor to notify the City before beginning work on any disputed items waives the contractor's right to claim. The contractor's notice of intent to file a claim should contain:

- a. A statement as to what changed, including a description of the nature and extent of the change.
- b. An indication of who directed or what caused the change.
- c. A description of how the change has or will impact the contractor, including reference to any impacted critical activities on the contractor's latest accepted schedule update.
- d. A statement of damages, or an estimate of damages if available, detailing the amount of compensation, time and/or other adjustment to the contract that is being requested.

13. Equipment

Publicly Owned Equipment * The policy definition of publicly owned equipment is ". . . equipment previously purchased or otherwise acquired by the public agency involved for use in its own operations." the policy goes on to state that ". . . publicly owned equipment should not compete with privately owned equipment on a project to be let to contract."

Equipment Rental Rates. Contractor shall comply with the cost principles and procedures set forth in 48 C.F.R. Part 31. Reasonable costs of renting construction equipment are allowable; but the allowability of charges of equipment rentals from any division, subsidiary of organization under common control of contractor will be determined in accordance with 48 C.F.R. Sec. 31.205-36(b)(3).

14. Materials

Source of Supply; Convict Labor. Materials produced by convict labor are prohibited from use on this project unless specific written authority for such use is obtained from FDOT and: (i) such materials are produced by convicts on parole, supervised release, or probation from a prison.

No Local Preference. The contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. The City shall not impose any requirement or enforce any procedure which operates to require the use of, or provides a price differential in favor of, articles or materials produced within the State.

15. Off-site Storage and Staging Areas

Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120 6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

16. Salvage Credit

There will be no credit to the project as a result of salvaged materials or equipment.

17. Build America, Buy America

Source of Supply: Comply with Section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58, which includes the Build America, Buy America Act (BABA). The Build America/Buy America requirement applies only to materials and supplies that are consumed in, incorporated into or affixed to the project. It does not apply to tools, equipment and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the project.

To be reimbursed with Federal grant funds the contractor must comply with the requirements of the Buy America Act. Non-compliance will result in denial of payment.

Steel and Iron: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

Manufactured Products: Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

Construction Materials: Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

Exemptions to Build America, Buy America: Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.

Approved Products List. Domestic compliance for all affected products is listed on the APL located here: <https://fdotwp1.dot.state.fl.us/ApprovedProductList/Specifications>

18. Subcontracting

Prime Contractor Requirement. The prime contractor shall perform at least 40 percent of contract work with its own organization. This percentage shall be of the original contract price, exclusive of specialty items, but include the cost of materials and manufactured products purchased or produced by the prime contractor.

Subcontract approval. No portion of the work may be sublet, assigned, or otherwise subcontracted without the written consent of the City. Subcontract approval shall be based on satisfactory evidence that each subcontract is in writing and contains all the pertinent provisions. The approval of a subcontract does not relieve the contractor of responsibility for fulfillment of the contract.

19. E-Verify System

Contractor shall utilize the US Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the US Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

20. Access to Records

The Contractor agrees to provide the City, FDOT, FHWA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the City, FDOT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

21. Suspension and Debarment

The bidder shall complete and submit with its bid proposal the certification regarding debarment form included in this package, or an explanation as provided therein. The inability to provide the certification will not necessarily result in denial of participation in the project. The bidder shall submit an explanation of why it cannot provide the requested certification, which will be considered in evaluation of the bidder's bid package. However, failure by a bidder to furnish a certification or an explanation shall disqualify such bidder from this project. The bidder further agrees that it will require the same certification in all solicitations for and from all sub-contractors on the project.

The certification is a material representation of fact upon which the City will rely. If it is later determined that the bidder rendered an erroneous certification, or knowingly entered into a sub-contract with a subcontractor who is debarred, suspended or ineligible, the City may terminate the contract for cause of default.

22. Drug-Free Workplace Certification

In accordance with Florida Statute 287.087, the bidder shall certify that it has and will maintain a drug-free workplace. The bidder shall complete and submit with its bid proposal the attached certification. Failure to include an executed certification may cause the bid proposal to be considered non-responsive.

23. Non-Collusion

Bidder shall submit the included Non-Collusion Certification with its bid proposal, certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with its bid.

Failure to submit the certification with the bid will make the bid non-responsive and not eligible for award consideration.

24. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FHWA, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. Implementation of Clean Air Act and Federal Water Pollution Control Act

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

26. Conflict of Interest

No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

27. Indemnification and Insurance

To the extent provided by law, the Contractor, Sub-Contractors, Consultants, or Sub-Consultants, referred to as "Entity" for this purpose, shall indemnify, defend, and hold harmless the City of West Palm Beach and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Entity, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Entity hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Entity to indemnify the City of West Palm Beach for the negligent acts or omissions of the City of West Palm Beach, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Entity to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

28. Inspector General

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and sub-contractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to this section.

SECTION 4 – SPECIAL TERMS

1. Pre-Bid Conference

A pre-bid conference is scheduled to provide potential bidders the opportunity to ask questions and receive clarification concerning the project and to emphasize safety factors, hazards, or potential interference of other projects. If a pre-bid conference is scheduled, attendance is strongly encouraged. If a site inspection is scheduled it will be the only opportunity to inspect the site and attendance is recommended as no individual appointments will be made.

Please bring your copy of the Invitation to Bid to the pre-bid conference.

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled site inspection, pre-bid conference or bid opening should contact the Procurement Division at 561-822-2100, at least five (5) days prior to the event to advise of his/her special requirements.

2. Construction General Conditions.

The City's standard construction General Conditions applicable to the Project are contained in Section 7 of this ITB and shall be part of the Contract, except as may be modified by the provisions of this Section.

3. Time of Completion and Liquidated Damages

3.1 **Time of Completion.** Refer to General Condition 11. The work to be performed under this Project shall commence on the date of Notice to Proceed (NTP). The work shall be substantially completed and then fully completed within the time periods indicated below, with such extensions of time as are provided for in the General Terms and Conditions.

Substantial Completion: (220) calendar days after NTP.

Final Completion (265) calendar days after NTP,
but not less than 45 days from Substantial Completion.

3.2 **Liquidated Damages.** Refer to General Condition 19. If said work is not completed within the specified times, the Contractor shall be liable and hereby agrees to pay to City as liquidated damages, and not as a penalty, the sum indicated below for each and every day or part of a day thereafter that said work remains incomplete.

Three thousand eight hundred nineteen dollars (\$3,819.00) per calendar day for each day or part of a day after scheduled substantial completion that Substantial Completion is not achieved.

Three thousand eight hundred nineteen dollars (\$3,819.00) per calendar day for each day or part of a day after scheduled final completion and Final Completion is not achieved.

4. Permits and Fees

In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of West Palm Beach for the following permits or licenses, impact, inspection or other fees for this Project under the Contract: (F.S. 218.80)

- City of West Palm Beach Right of Way Permit

Refer to City Website (wpb.org) for current permit fees.
<https://www.wpb.org/government/engineering/engineering-forms-permits-and-applications>

Other governmental entities that may require additional permits or fees include:

- Palm Beach County Right of Way Permit
- South Florida Water Management District Dewatering Permit
- Florida Department of Environmental Protection NPDES

5. Licenses

The Bidder will be required to have at the time of bid submittal, the following current license(s):

- State of Florida General Contractor's License

The Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

6. DBE Participation

The FDOT DBE program is applicable. FDOT currently has a race neutral program with a **10.67% goal**. Please refer to the Federal Requirements in Section 3.

7. Construction Bond

If required, please refer to General Condition 13.

Required Yes Not Required

8. Insurance

Refer to General Condition 15 for insurance requirements, unless a modification to such requirements is listed below:

Local Workforce Participation: NOT APPLICABLE

Living Wage: NOT APPLICABLE - Davis Bacon Act or Davis Bacon wage rates apply

- A. All Special Terms set forth in Section of the Invitation to Bid are fully-incorporated into this Contract by this reference.
- B. ☒ (check if applicable) Grant Requirements. This Contract is funded by a grant and the grant requirements applicable to this Contract are made part of the Contract Documents. All LAP Required Provisions (FDOT) set forth in Section 3 of the Invitation to Bid will be made part of the Contract.

9. Other Special Conditions:

In the event of conflict between the "Other Special Conditions" listed below and the "General Conditions", the following "Other Special Conditions" will prevail:

Maintenance of payroll records. Contractor shall maintain payrolls for all covered employees and basic records relating thereto, and shall preserve them for a period of three years after the term of the construction contract, or during the pendency of any complaint, administrative hearing, appeal or litigation, until a final determination is made or all such proceedings have concluded. The records shall contain:

1. The name and address of each covered employee;
2. The job title and classification;
3. The number of hours worked each day;
4. The gross wages earned and deductions made;
5. Annual wages paid;
6. A copy of the social security returns and evidence of payment thereof;
7. Any other data or information this section should require from time to time.

Waiver of Chapter 558, Florida Statutes. Pursuant to Section 558.005(1), Contractor and City agree to opt out of the requirements of Chapter 558, Florida Statutes.

MOT/RIGHT-OF-WAY PERMIT

The Contractor shall obtain a City of West Palm Beach, Palm Beach County and Florida Department of Transportation right-of-way permit for all road and sidewalk closures. Proposed changes to approved MOT plans shall be submitted for review and approval at least seven (7) calendar days in advance of implementation of the modified MOT.

ACCESS TO PRIVATE PROPERTY

The Contractor shall maintain all vehicular and pedestrian access to all private residences and existing businesses adjacent to 7th Street.

VIBRATION AND UNDERMINING CARE

Special care shall be taken by the Contractor to minimize vibrations during construction activities. The City may retain a Geotechnical Engineer to perform vibration monitoring throughout the Project. Additionally, the Contractor shall take special care to avoid undermining or affecting the foundations and underlying soils of adjacent buildings, utilities, roadways and all private property. The Contractor shall submit to the City for review and approval, a signed and sealed Sheeting and Shoring plan, prepared by a Registered Florida Engineer, for all applicable work prior to starting construction.

SANITARY FACILITIES

The Contractor shall provide and maintain daily, as part of the project, all adequate sanitary facilities for the use of the Contractor's workmen.

AS-BUILT SURVEYING, PHOTOGRAPHIC AND DAILY REPORTING REQUIREMENTS

The Contractor shall provide weekly to the City, as part of the project, signed and sealed as-built surveys (3 copies) of the work performed by the Contractor for the preceding (7) calendar days. The as-built surveys shall be prepared by an independent third party State of Florida registered Land Surveyor. The Contractor shall provide weekly to the City, as part of the work, 8 1/2" x 11" color progress photographs (3 copies) showing the Contractor's work progress over the preceding (7) calendar days. Copies of all daily reports prepared by the Contractor and his sub-contractors (3 copies) shall be submitted to the City on a weekly basis for the preceding (7) calendar days.

CONTRACTOR'S DEWATERING PLAN

The Contractor's dewatering plan shall be implemented as follows: Dewatering activities shall comply with the requirements of the South Florida Water Management District (SFWMD). Prior to initial dewatering activities starting, the Contractor shall submit to the Engineer for review and approval a dewatering plan, obtain a dewatering permit for his construction activities from SFWMD, and arrange for all dewatering facilities and equipment be inspected by SFWMD and the Engineer. Dewatering discharge is prohibited from entering a conveyance system draining to saltwater. Well point systems or sump pumps shall be used to lower the water table to no more than two (2) feet below the inverts of the proposed pipes and structures. Maximum pumping shall not exceed 10 MGD. Total pumping shall not exceed 500 MG. Each pump shall be equipped with a SFWMD approved operating water use accounting system., Calibration reports for each pump shall be submitted to the Engineer and SFWMD. Pump runtime and speed shall be monitored and available for review at any time by the Engineer, City and SFWMD. Dewatering pump assemblies shall include noise mitigation measures to reduce and maintain a noise level to less than 60 dba as measured at the base of all residential structures. Double turbidity screens shall be installed and maintained at the drainage outlets to the Carver Canal. Daily water quality sampling at these locations conducted by a certified laboratory retained by the City to verify that the turbidity levels do not exceed 29 ntu over the background level. The background level shall be determined by obtaining a sample due north and no closer than 100 feet from the outlet. Sampling results shall be submitted to the Engineer and SFWMD. In the event that turbidity levels exceed the above standard, the Contractor shall stop all pumping and incorporate a settling tank or other approved (by the Engineer) devices to reduce the turbidity to the approved level. In the event that construction operations encounter or expose any abnormal condition that may indicate the presence of a hazardous or toxic waste, the contractor is required to follow the current edition of the FDOT Standard Specifications for Road and Bridge Construction (Section 8-4.9)

HURRICANE PLAN

The Contractor shall provide a hurricane plan, prior to starting work, describing the actions he will take to secure the work sites in the event a hurricane is predicted to hit or affect the project area.

GARBAGE AND TRASH PICKUP

In the event that a street or a portion of a street is not open to vehicular traffic, as determined by the Engineer, the Contractor shall collect all garbage, trash, recycling and other items placed at the roadside by the residents and businesses for pickup and transport all such items to the end of the streets for each residence, in the appropriate time constraint provided by the City, for the pickup and disposal of such items. The Contractor shall promptly return trash and recycling containers to their respective owners after the containers have been emptied.

TEMPORARY ASPHALT

Temporary asphalt is not required on a daily basis. However, the Contractor shall provide safe temporary vehicular and pedestrian access to all private properties at all times, unless otherwise approved by the City.

SECTION 5 – INSTRUCTION TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

5.1 **INQUIRIES**. Any and all inquiries regarding this ITB or the project must be directed in writing, by US mail, fax or email to:

City of West Palm Beach
Procurement Division
West Palm Beach City Hall
401 Clematis Street
West Palm Beach, FL 33401

Sharon Sepulveda, Senior Procurement Specialist

Email: Procurement@wpb.org

Dir: 561-822-1056

Main: 561-822-2100

TTY: 800-955-8771

Inquiries regarding the Small Business Program may be directed to:

Sandra Hammerstein
(561) 822-1273
Email: shammerstein@wpb.org

Inquiry Deadline. Any and all inquiries regarding this ITB or the Project (other than the Small Business Program) must be directed in writing, by US mail, fax or email to the purchasing agent indicated in this ITB. All questions or inquiries must be received no later than **ten (10) calendar days prior** to the Bid Submittal Deadline.

No interpretation of the Invitation to Bid will be made for any Bidder, except by written addendum. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its Bid. Only written addenda will be legally binding.

5.2 **NO LOBBYING**. Bidder and its representatives are prohibited from contacting or lobbying the Mayor, any City Commissioner, City officers and employees, or any consultant or other person related or involved with this Invitation to Bid or the Project, other than an employee of the Procurement Department. Bidder's representatives shall include, but not be limited to, the Bidder's employees, partners, officers, directors, consultants, lobbyist, attorney or any actual or potential subcontractors or consultants of the Bidder. Contact with the Procurement Department may be for clarifications only. Any violation of this condition may result in rejection and/or disqualification of the Bidder.

The "No Lobbying" condition is in effect from the date of publication of the ITB and shall terminate at the time the City approves execution or executes the contract, rejects all bids, or otherwise takes action which ends the solicitation process.

5.3 **ITB DOCUMENTS**. This Invitation to Bid consists of this document along with all plans, drawings and/or technical specifications related to this procurement, all of which are incorporated herein by this reference. It is the responsibility of the Bidder to insure that all pages are included. All Bidders are advised to closely examine this package. Submission of a Bid implies a full understanding of the Invitation to Bid, the General Conditions, the drawings and specifications, any supplemental general conditions or special terms, and the Project and the Work. Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall

such failure by a basis for claiming additional compensation. This Invitation to Bid includes the City's standard General Conditions, which generally are not negotiable. Any modification to the standard General Conditions will be shown in Section 2 of this ITB.

If a Bidder suspects an error, omission or discrepancy in this solicitation, the Bidder must immediately, and in any case not later than ten (10) calendar days in advance of the Bid Submittal Deadline, notify the procurement agent identified above.

5.4 **BIDDER'S RESPONSIBILITY.** It is the responsibility of each Bidder, before submitting a Bid, to:

- a. Examine the Invitation to Bid and ITB Documents thoroughly;
- b. Visit and physically inspect the Project site to determine existing conditions, including:
(i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site;
- c. Take into account federal, state and local laws and regulations that may affect costs, progress, performance, furnishing the Work or contract award;
- d. Carefully correlate Bidder's observations with the ITB Documents;
- e. Carefully review the ITB Documents and notify the Procurement agent of any conflicts, errors, or discrepancies in the ITB Documents of which Bidder knows or reasonably should have known.
- f. Verify whether any addenda have been issued and obtain same.

Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to City.

Bidder shall check all specifications and drawings furnished with the ITB and shall, prior to the Inquiry Deadline, notify WPB Procurement, in writing, of any illegibility, error, omission, defect, conflict, ambiguity or discrepancy discovered in such specifications and drawings and shall comment as appropriate upon construction feasibility and practicality. Contractor shall not receive additional time or compensation to correct any condition caused by any illegibility, error, omission, defect, conflict, ambiguity or discrepancy which Bidder could have discovered with a reasonably careful review of the drawings and specifications.

The submission of a Bid shall constitute an incontrovertible representation by Bidder that the Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing the furnishing the work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all term and conditions for performance and furnishing the work.

5.5 **ADDENDA.** Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid Submittal Deadline, as a written addenda distributed to all prospective bidders who have obtained the Bid package directly from City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is responsible for obtaining, reviewing and executing each addendum and submitting each addendum with its Bid. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their Bid. **Bidders are cautioned to check DemandStar at <https://network.demandstar.com/for-business> for addenda prior to submitting their Bid.** The City shall not be responsible if a Bidder fails to receive any addendum issued. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its Bid. No interpretation of the Invitation to Bid will be made for any Bidder, except by written addendum.

5.6 **FORM OF BID.** Unless otherwise instructed, **all Bids must be submitted on the provided Bid forms.** An original and the designated number of copies of each Bid are required. The City may require an electronic copy and/or electronic spreadsheet of the bid prices. A complete Bid package, and all other required documents must be submitted in order for the Bid to be considered.

5.7 **USE OF CITY LOGOS, TRADEMARKS OR SEALS.** Bidder shall not duplicate or utilize the City's logo, trademarks or seals in its Bid package or any other documents or materials without prior specific City authorization.

5.8. **BID SUBMITTAL.**

a. **One (1) original, one (1) electronic version and one (1) copy** of the Bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the firm name, Bid number, project title, and Bid submittal deadline. Bids shall be accompanied by a Bid Bond, certified check, or cashier check, in an amount not less than 5% of the Bid. Bids submitted by telephone, facsimile or email shall not be accepted. Bids shall be mailed or hand-delivered to:

City of West Palm Beach
Procurement Division – 5th Floor
401 Clematis Street
West Palm Beach, FL 33401

b. Time is of the essence and any Bid received after the Bid Submittal Deadline will be returned unopened and will not be considered. The Bidder assumes responsibility for having the Bid delivered on time at the place specified. Bidders are cautioned to allow adequate time for security screening at the delivery site. A valid photo ID may be required for personal delivery. The time of receipt shall be determined by the time clock located in the Procurement Department. Bidders are responsible for insuring that their Bid is stamped by the City Procurement Department personnel by the Bid Submittal Deadline. The Procurement Department shall in no way be responsible for delays or late receipt caused by any occurrence or any third party courier.

c. **All Bids must be submitted on the provided Bid forms.** Bids submitted on Bidder Letterhead or quotation forms will not be accepted.

d. All Bids must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Failure to submit a duly signed bid shall be cause for rejection of the bid. Please sign in blue ink. Signatures must be original. Electronic signatures are not accepted.

e. **Mandatory:** All Bids must include the **Schedule of Bid Items** in **both** a signed **paper** format and an **electronic spreadsheet** format (provided with ITB package). **Failure to submit an electronic spreadsheet format of the Schedule of Bid Items shall be cause for rejection of the Bid.**

*****IMPORTANT:** The electronic Schedule of Bid Items shall be submitted with the original paper Bid package by means of, flash drive or other digital data storage device. The paper Schedule of Bid Items and the electronic version shall be materially consistent and contain the same information. In case of a discrepancy, the signed paper Schedule of Bid Items shall prevail.

AVOID BID REJECTION:

Bids may be rejected for noncompliance to requirements after review by the Procurement Official.

- ▶ All Bids must be submitted on the provided Bid forms.
- ▶ Forms B2 and B3 must be signed in blue ink by an officer authorized to bind the Bidder.
- ▶ All Forms must be fully completed.
- ▶ Electronic spreadsheet Schedule of Bid Items must accompany the Bid.

5.9 **ERRORS / CORRECTIONS.** Bids having corrections must be initialed in ink by the Bidder. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above

it and initial the correction. Do not erase or “white out” errors. Any illegible entries, pencil bids or corrections not initialed will not be accepted. In the event of mathematical extension error(s), the unit price will prevail and the Bidder’s total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the Bidder’s total will be corrected accordingly. Bidders shall not be allowed to modify their Bids. Bid containing substantial errors may be withdrawn provided request to withdraw is made prior to the bid opening time and date.

5.10 **BID PRICES.** All Bid prices shall remain valid for not less than ninety (90) days after the Bid Submittal Deadline or other time stated in this ITB. Prices must be stated in the units specified on the Schedule of Bid Prices Form.

5.11 **SUBSTITUTIONS.** If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet in the Bid Package (**Form B4**). In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference, that shall be specifically indicated. The Bid shall reflect the Bidder’s price for the item specified in the Schedule of Bid Prices; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

5.12 **SUBCONTRACTING.** If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors (**Form B5**) must be fully completed and submitted with the Bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all subcontractors, *including* any small business contractors that will also be listed on Form B12- Statement of Small Business Participation. All Small Business subcontractors must be listed on both Form B5 – Schedule of Subcontractors. The City reserves the right to reject any Bid if the bid names a subcontractor who has previously failed in the proper performance of a contract with the City, or failed to deliver on time contracts of a similar nature, or who, in the City’s determination, is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

5.13 **NON-COLLUSION.** By submittal of a Bid, Bidder certifies that its bid is made independently and free from collusion. Failure of a Bidder to disclose any relationship required by law or ethics provisions shall be reason for debarment by the City. Affidavit of Prime Bidder re Non-collusion (**Form B8**) must be included with the Bid.

5.14 **DRUG-FREE WORKPLACE.** The City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City. Bidder shall be required to enforce a drug-free workplace for all Bidder personnel working under the contract. Specifically, all Bidder personnel who are working under the City’s contract must be notified in writing by Bidder that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. Bidder agrees to prohibit the use of intoxicating substances by all Bidder personnel and will ensure the Bidder personnel do not use or possess illegal drugs while in the course of performing their duties. Drug Free Certification (**Form B9**) must be included with the Bid.

5.15 **SAFETY PLAN.** Bidder shall submit, as part of its Bid package, the precautions that will be taken for the protection of all persons involved in the Project, the public, and all employees or representatives of City. Bidder shall ensure compliance with all applicable safety standards and regulations, including, but not limited to the following, as applicable:

- Florida Trench Safety Act – Ch. 553, Part III, Florida Statutes
- OSHA 1926.650, Subpart S
- City of West Palm Beach Confined Space Safe Entry Procedures
- FDOT 2016-2017 Design Standards 600-670 / Traffic Control Through Work Zones
- OSHA 1926.352 / Welding, Cutting, and Brazing - General Requirements

Trench Safety Compliance Form (**Form B10**) is included in the Bid forms.

5.16. **SMALL BUSINESS PARTICIPATION.** N/A –

5.17 **EQUAL BENEFITS ORDINANCE.** N/A.

5.18 **CONVICTED VENDOR LIST.** Pursuant to Fla. Stat. Sec. 287.133, a person or affiliate who has been placed on the Convicted Vendor List maintained by the State of Florida 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5.19 **DISCRIMINATORY VENDOR LIST.** In accordance with Fla. Stat. Sec. 287.134, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

5.20 **SCRUTINIZED COMPANIES LISTS.** In accordance with Fla. Stat. Sec. 287.135, any company, principals, or owners on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, or that is engaged in a boycott of Israel, is prohibited from submitting a bid, proposal or response to a solicitation for goods or services, of any amount, to a government agency, unless otherwise provided by law. Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba, is prohibited from submitting a bid, proposal or response to a solicitation for goods or services in an amount equal to or greater than One Million Dollars (\$1,000,000), unless otherwise provided by law. Therefore, if applicable, each Bidder submitting a Bid must certify that it is not on any such list at the time of submitting a Bid (**Form B18**).

5.21 **FEDERAL LABOR / EMPLOYMENT LAWS.** In accordance with Fla. Stat. Sec. 255.20, any contractor may be considered ineligible to bid by the City if the contractor has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

5.22 **BASELINE WORK SCHEDULE.** Bidder shall submit, as part of its Bid package, a proposed Work schedule with adherence to the substantial completion and final completion deadlines. By executing the Contract, Bidder confirms that it is capable of properly completing the Work within the completion date set forth in the Contract Documents.

5.23 **DAILY REPORT FORMAT.** Bidder shall submit as part of its Bid package, a sample copy of its daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the Project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

5.24 **PROJECT MANAGER.** Bidder shall submit, as part of its Bid package, the name, qualifications, experience and resume of the Project Manager the Bidder will commit to the Project. The Project Manager named by Bidder will be a material consideration for City awarding the contract. By

submitting a bid, Bidder agrees that it will, at all times during the progress of the Work, assign the Project Manager full-time to the Project.

5.25 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the Bidder. The City reserves the right to reject bids that the City deems unacceptable.

5.26 **BID BONDS OR DEPOSITS.** Each Bid must be accompanied by a bid bond or a deposit in a sum of not less than five percent (5%) of the total bid amount. Bid bonds and deposits amounting to less than one hundred dollars need not be submitted. Only the following types of bonds or deposits will be accepted: (1) Bid bond signed by a surety company authorized to do business in the State of Florida; (2) Cash; (3) Cashier Check or Certified check drawn on a financial institution acceptable to City and made payable to the "City of West Palm Beach". The City reserves the right to hold the bid security until a contract is properly executed. If any Bidder presented with a contract by the City fails to execute such contract, the City shall be entitled to retain the deposit or enforce the bond.

5.27 **CONFLICT OF INTEREST.** Bidders must disclose with its Bid the name of any officer, director, or agent of Bidder who is also an employee of the City of West Palm Beach. Further, all Bidders must disclose the name of any City of West Palm Beach employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its affiliates. No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

5.28 **MODIFICATION / WITHDRAWAL.** Bidders shall not be allowed to modify their Bids. Bid containing substantial errors may be withdrawn provided request to withdraw is made prior to the bid opening time and date. Written requests to withdraw a Bid must be addressed and labeled in the same manner as the Bid and marked as "Withdrawal". Requests for withdrawal after the bid opening may result in forfeiture of the bid bond or security.

5.29 **BID OPENING.** Bids shall be opened by Procurement Department staff at the time indicated in this ITB. At such public meeting, the name of the Bidder and the total Bid amount shall be announced. The City reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to provide prior notice of such postponement.

5.30 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the Bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

5.31 **DUN & BRADSTREET REPORT.** The City may review the Bidder's rating and payment performance to assist in determining a Bidder's financial responsibility and financial viability when being evaluated for a contract award.

5.32 **BUSINESS TAX.** The Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt, shall register with the City.

- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5.33 **CONTRACT AWARD.** The selection of a Bidder shall be based on the best value to the City. Best value means the overall value to the City in the City's sole discretion, as determined by considering the evaluation factors and selection criteria set out in this ITB and the factors in Sec. 66-71 of the City Code (Procurement Code). The decision of the City shall be final. The selected Bidder will be notified in writing of the City's intent to award a contract and notice of the intended award will be posted Demandstar. Award of a contract cannot be assigned by Bidder.

FDOT must concur with the City's selection of the contractor.

5.34 **CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE.** When considering two or more qualified bids, and at least one of which is from a certified service-disabled veteran business enterprise, as defined in Fla. Stat. Sec. 295.187, and such bid is equal with respect to all relevant considerations, including price, quality and service, such contract shall be awarded to the certified service-disabled veteran business enterprise.

5.35 **CONTRACT.** Bidder must be prepared for the City to accept the Bid as submitted. **Within 10 days of receipt, the awarded Bidder shall execute the Contract and provide the City with the certificate(s) of insurance for the contract.** Inability to timely meet this requirement may result in delays that will deem the Bidder to not be in the best interest of the City, and the City may withdraw the contract and provide a notice of intent to award to another bidder. The City and Bidder will be contractually bound only if and when a written contract between the parties is executed by the appropriately authorized City officials and Contractor officers. In the event a contract is not executed with the selected Bidder, the City reserves the right to retain the bid security and to select the next "best value" bidder and to contract with said bidder.

5.36 **COSTS.** All costs incurred by any Bidder in responding to this Invitation to Bid are the sole responsibility of the Bidder.

5.37 **PROTEST PROCEDURE.** Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest, but no later than seven (7) calendar days after the issuance of a Notice of Intent to Award. The protest shall be considered filed when it is received by the Procurement Official. Protests shall be accompanied by the required bond or security. Failure to file a protest in accordance with the requirements of the Procurement Ordinance shall constitute a waiver of said protest.

SECTION 6 – STANDARD TERMS

The following terms shall govern this ITB and the resulting Contract:

6.1 **City is Document Gatekeeper.** This ITB is issued directly by the City of West Palm Beach and City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Purchasing Department. City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than City's) or other sources not connected with City and the Bidder should not rely on such sources for information regarding any solicitation made by City.

6.2 **Official Solicitation Document.** Changes to the ITB made by a Bidder may not be acknowledged or accepted by City. Award or acceptance of a contract does not constitute acceptance of a changed term, condition or specification, unless specifically acknowledged and agreed to by City. The copy of the ITB published and maintained by City shall be the official solicitation document.

6.3 **Copying of Bids.** Bidder grants to City permission to copy all parts of its Bid, including without limitation any documents and/or materials copyrighted by the Bidder. The City's right to copy shall be for internal use in evaluating the Bid.

6.4 **Public Records.** City is governed by the Sunshine law and the Public Records law of the State of Florida.

- A. **Bid Documents.** Bid packages shall become the property of City and shall not be returned. Bid documents received by the City are exempt from public disclosure until such time as the City provides notice of intent to award or until 30 days after bid opening, whichever is earlier. If the City rejects all bids and intends to reissue the ITB, then the rejected bids remain exempt from public disclosure until such time as the City provides notice of intent to award, or until the City withdraws the reissued ITB. A bid shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all bids.
- B. **Exemption from Disclosure.** Bidders must claim the applicable exemptions to disclosure of information provided in their Bid package by identifying the materials to be protected, and must identify the applicable legal authority for the exemption under state statutes. Such information must be identified accordingly on each and every page of the Bid package where applicable. No claim of confidentiality or proprietary information in all or any portion of a Bid package will be honored unless a specific exemption from the public records law exists and it is cited in the Bid package. If a Bidder believes any of the information contained in its Bid package is exempt from the public records law, the Bidder must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the City will treat all material received as public records. City reserves the right to make any final determination of the applicability of the Public Records Laws.
- C. **City Documents and Records.** Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Contract. A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the contract, Contractor shall transfer, at no cost, to the City all public records in possession of Contractor. The Contractor shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by City. Failure of the Contractor to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

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, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

- D. Exemption. Records that are exempt or confidential are exempt from public records disclosure requirements. Exempt records may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Bidder, except as authorized by law and specifically authorized by City. Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

6.5. **Right to Audit**. The City shall have the right to audit Bidder's books and records, at the City's expense, upon prior notice, with regard to the work under the contract. Bidder shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to the Contract. If an audit inspection discloses overpricing or overcharges (of any nature) by Bidder to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Bidder and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Bidder within 45 days from presentation of City's findings to Bidder.

6.6 **Records Maintenance**. The Bidder awarded the contract under this ITB shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least ten (10) years after final payment, or the final resolution of any related litigation. City shall have access to all records, documents, and information collected and/or maintained by Contractor and its subcontractors, material men and suppliers in the course of the contract. If records are unavailable locally, it shall be Bidder's responsibility to insure that all required records are provided to City at Bidder's expense.

6.7 **Commencement of Work**. If a Bidder begins any billable work prior to the City's final approval and execution of the contract, Bidder does so at its own risk.

6.8 **Background Check**. The City may conduct criminal, driver history, and all other background checks of Bidder personnel who would perform work under the contract or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any

officer, employee, or agent or other Bidder personnel that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

6.9 **Performance Evaluations:** Performance evaluations will be prepared for all contractors and construction management firms on City construction projects. The goals of the evaluation is to provide the contractor with genuine feedback on its ability to complete the construction project in a timely and cost effective manner, and to help the City select the most qualified contractor on future projects. Such performance evaluations will be considered as a factor in future procurements, including Requests for Qualifications ("RFQ"), Requests for Proposals ("RFP") and Invitations to Bid ("ITB"). Performance Evaluations will be prepared following completion of the work associated with a contract. For contracts spanning several years, at the discretion of the City, more frequent performance evaluations may be made.

The evaluation will be completed by the City's project manager and reviewed by the department director for concurrence. The contractor will be provided with a copy of the review and an opportunity to comment. The parties will use good faith efforts to resolve any dispute; however, the ultimate conclusion on the performance evaluation is a decision of the City. Any contractor comments timely provided will be made part of the evaluation, as well as any subsequent City review of comments received.

Performance evaluations are intended to include an evaluation with respect to: the quality of the work, adherence to the project schedule without delay or disruption in the progress of the project; adherence to the budget and contract price and consideration of pay application submittals, payments to subcontractors and change orders for additional costs; whether the contractor is approaching the change order and claims process in a reasonable manner; and, whether there is an appropriate focus on safety. The City may also evaluate other categories of information that are relevant to a particular project.

6.10 **Use of City Name; Logos or Seal.** Contractor will not use the name of the City of West Palm Beach in any advertising or publicity without obtaining the prior written consent of the City. Contractor will not use the City logos or seals in any document or report without the prior written consent of the City.

6.11 **News Releases / Publicity.** News releases, publicity releases, or advertisements relating to this ITB or resulting contract or work authorizations shall not be made without prior City approval.

6.12 **Independent Contractor.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees or subcontractors, not City employees. Accordingly, Contractor and Contractor's employees or subcontractors are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

6.13 **Termination for Non-Appropriation.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded contract, the City will have the right to terminate the contract, without penalty, on the last day of the fiscal period for which funds were legally available.

6.14 **Ethics Requirements.** All Bidders and the awarded Contractor shall comply with the ethics requirements of the City Code and the Palm Beach County Ethics Code. No Bidder may employ, directly or indirectly, the mayor any member of the City Commission or any director or department head of the City. The City Code prohibits any employee of member of their immediate family or close personal relation to receive a benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder of an interest of 10% or more,

or any business entity in which they have a significant or controlling financial interest. The City will not accept gifts, gratuities or products from Bidders and affiliates or agents.

6.15 Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any City commissioner, mayor or officer, during tenure or for 2 years thereafter, has any interest, direct or indirect. If any such present or former commissioner, mayor or officer involuntarily acquires or had acquired prior to the beginning of tenure any such interest, such interest shall be immediately disclosed to the City.

6.16 **Lobbying Certification.** Bidder certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with the contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

6.17 **Inspector General.** The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the award, negotiation and performance of the contract, and may demand and obtain records and testimony from the Bidder and its subcontractors and lower tier subcontractors. Bidder shall agree that in addition to all other remedies and consequences provided by law, the failure of Bidder or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of the contract justifying its termination.

6.18 **Compliance with Applicable Laws.** Bidder must obtain all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Bidder must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of the awarded contract and must comply with the same at its own expense.

6.19 **State of Florida Division of Corporations Information.** It is the Bidder's responsibility to comply with all state business requirements. All corporations, companies and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. If the Bidder is an out-of-state or foreign corporation, company or partnership, the Bidder must obtain the authority to conduct business in the State of Florida. Corporations, companies or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this ITB may be deemed non-responsible. If successful in obtaining a contract award under this ITB, the Bidder must remain in good standing throughout the contractual period of performance.

6.20 **Taxes.** Bidder shall be responsible for the payment of all taxes related to or arising out of Bidder's work or services under an awarded contract, including by way of illustration but not limited to, federal income tax, social security tax, unemployment insurance taxes and any other taxes or business taxes, as required. The City is exempt from paying state and local sales taxes and will furnish an exemption certificate upon request. Bidder is not entitled to use the City's tax exemption for its own purposes.

6.21 **Non-Discrimination.** In performing under the contract, Bidder shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation. Bidder and its subcontractors shall not unlawfully discriminate (as proscribed by federal, state, county, city and any other local law) against any employee, city employee working with the Bidder or its subcontractor, or applicant for employment with such Bidder or subcontractor on the basis of that person's race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status, or sexual orientation, or association with members of such protected classes. The Bidder or subcontractor shall take action to ensure that applicants are not discriminated against and that employees are treated equally during employment

6.22 **Safety and Environmental Laws.** In performing the work, the Bidder shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards, applicable environmental laws and any other applicable rules, regulations and permits. Bidder bears full responsibility for training, safety, and providing necessary equipment for all Bidder personnel throughout the term of the Contract. Upon request, Bidder will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

6.23 **Federal and State Immigration Laws.** Bidder agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under any contract awarded. Bidder will ensure and keep appropriate records to demonstrate that all Bidder personnel have a legal right to live and work in the United States. The knowing employment by Bidder or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited.

6.24 **Prohibited Persons.** Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person").

6.25 **Reservations of Rights by City; Disclosure and Disclaimer.**

Bidders interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this ITB and any supplemental materials and drawings, based on their own investigation. Any reliance on the contents of this ITB, or on any other prior communications with the City or its employees, representatives or advisors shall be at Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this ITB.

City reserves the right to issue written addenda regarding this Invitation to Bid (ITB) to clarify, comment, correct, supplement, amend or otherwise modify this ITB prior to the Bid Submittal Deadline.

The City may seek clarification of the Bid from Bidder at any time, and failure to respond is cause for rejection.

The City reserves the right to inspect all facilities of Bidders.

Submission of a Bid confers on Bidder no right to an award or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City.

The City does not warrant or represent that any award will be made as a result of the issuance of this ITB. Any recipient of this ITB or Bidder who responds hereto agrees to be bound by the terms of this ITB. Any Bid submitted pursuant to this ITB is at the sole risk and responsibility of Bidder.

This ITB is not to be construed as an offer by the City. This ITB may be withdrawn or cancelled, either before or after the Bid Submittal Deadline, and may or may not be re-bid when determined to be in the

best interests of the City. Any withdrawal or cancellation of this ITB, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action taken by the City regarding this ITB, in making an award, withdrawal or cancellation of award, or failure or refusal to make any award, or in any withdrawal or cancellation of this ITB, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, its employees, its advisors, or agents.

Bids may be considered irregular and may be rejected if the Bid: 1) does not strictly conform to the requirements of the Invitation to Bid; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of City, unbalanced either in excess or below the reasonable cost analysis values; 7) the Bid is in excess of the approved budget for the Project.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Any Bid received without an authorized signature or past the Bid Submittal Deadline will be rejected.

Any or all Bids may be accepted or rejected, in whole or in part, with or without cause, when determined by the City to be in the best interest of the City. The City reserves the right to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any Bid. This Invitation to Bid may be cancelled and may or may not be re-bid when determined to be in the best interests of the City.

Any or all Bids may be accepted or rejected, in whole or in part, with or without cause, when determined by the City to be in the best interest of the City. Nothing in this ITB is intended to restrict the City in any way in the selection of the Bidder/Bid that best meets the needs of the City.

The City reserves the right to reject the Bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award.

No binding contract will exist between the Bidder and the City until a written contract is fully executed by the parties.

This ITB is being issued by City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the City or its agents or advisors if any information herein contained shall be inaccurate or incomplete. This ITB is made subject to correction of errors or omissions, or withdrawal without notice.

SECTION 7 - CONSTRUCTION GENERAL CONDITIONS

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Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

GC 20.9	Waiver of Arbitration
GC 21	Project Records and Right to Audit
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GC 23	Royalties and Patents
GC 24	Sole Sourced Products or Processes

GC 1 DEFINITIONS The following definitions will apply regardless of whether the word(s) is capitalized, if the context is appropriate.

“Addenda” is a document issued prior to the opening of bids which clarifies, corrects or changes the bidding requirements or the proposed Contract Documents.

“Change Order” shall mean a written order issued by Owner and accepted by Contractor, authorizing additions, deletions, or revisions in the Work, or an adjustment in the contract price, or contract times, issued on or after the Effective Date of the Contract.

“claim” shall mean, except with respect to insurance claims under GC 15, a demand or assertion by Owner or Contractor, pursuant to GC 9.7 and GC 20, seeking an adjustment of the contract price or contract times, or both, or relief with respect to the terms of the Contract.

“Change Directive (CD)” is a document issued to authorize Work when a change order is not yet issued or has not yet been agreed upon. A CD may be issued unilaterally by Owner. A subsequent Change Order shall be issued for each CD.

“Construction Drawings” or “drawings” are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

“Contract” is the written instrument which is evidence of the agreement between Owner and Contractor covering the Work and incorporates and includes the Contract Documents.

“Contract date” shall be the date on which the Contract is signed by the last of the two parties to sign and deliver.

“Contract Documents” or “Contract” consist of the Contract between Owner and Contractor, the public construction bond (or payment and performance bonds), the General Conditions, any supplemental or special terms or conditions of the Contract, Construction Drawings, specifications, bidding documents, addenda, and other documents listed in the Contract, regardless of whether physically attached to the Contract, and any amendments or change orders issued and duly executed after execution of the Contract.

“Contractor” shall mean the entity contracting with Owner to perform the Work or its authorized representative. Contractor shall be lawfully licensed to perform the Work.

“Contract Price” is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents.

“Daily Log” is defined in GC 4.3.5.

“day” shall mean calendar day, unless otherwise specifically indicated. Where the performance of any act is directed, the time shall be computed so as to exclude the first and include the last day of the prescribed period. When the last day of a period falls on a Saturday, Sunday or legal holiday (observed by the party) the period shall end on the next day that is not a Saturday, Sunday or legal holiday.

“Engineer/Architect” shall be used and shall be understood to mean the professional engineer or architect consultant or consulting firm retained by Owner as the engineer or Architect of record.

“Field Order” shall mean written direction by Engineer/Architect to Contractor directing minor changes in the Work which do not involve adjustment to the contract price or contract time and which

are not inconsistent with the intent of the Contract Documents. A subsequent Change Order shall be executed for each Field Order issued.

“fifty percent (50%) completion” of the Work is defined as that point in time where fifty percent (50%) of the overall value of Work items incorporated and which will remain in place subsequent to Final Completion of the Work have been completed, based upon the schedule of bid prices contained in the Contract. As such, and by way of example, the value of Contractor’s mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of “Fifty Percent (50%) Completion” of the Work for purposes of establishing entitlement to a reduction of retainage.

“Final Certification” is the document issued to Owner by Engineer/Architect upon finding the Work acceptable under the Contract Documents and all requirements fully performed.

“Final completion” shall be deemed to have occurred when Engineer/Architect certifies that, to the best of Engineer/Architect’s knowledge, information and belief, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents and all conditions in these General Conditions have been met; all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Engineer/Architect; any other items or documents required to be provided by Contractor have been received by Engineer/Architect.

“GC” means General Condition.

“Notice to Proceed” is the written notice given by Owner to Contractor fixing the date on which the Contract time will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

“Owner” or “City” is the City of West Palm Beach. The Owner’s authorized representative for execution of the Contract and any amendments or change orders is the Mayor of the City of West Palm Beach, as agent for the Owner.

“Project” or “project” is the total construction, of which the Work performed under the Contract Documents may be the whole or a portion; and may include construction by Owner and/or separate contractors.

“schedule of bid prices” shall be a Contractor prepared and maintained schedule allocating portions of the contract price to various portions of the Work and used as a basis for reviewing Contractor’s application for payment.

“shop drawings” are drawings, diagrams, illustrations, schedules and other data specially prepared for the Work by Contractor or its Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Shop drawings are not Contract Documents but are used to demonstrate how Contractor proposed to conform to the design concept of the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

“specifications” are that portion of the Contract Documents consisting of the Engineer/Architect’s written requirements for materials, equipment, systems, standards and workmanship for the Work and performance of related services.

“Subcontractor” or “subcontractor” is a person or entity in direct or indirect contract with Contractor, or with any other subcontractor, to perform a portion of the Work.

“substantial completion” shall be deemed to have occurred when the Work has progressed to the point where, in the opinion of Engineer/Architect, the Work is sufficiently complete, in accordance with the Contract Documents, so that Owner can utilize the Work and the entire project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are set forth in the Special Terms or Supplemental Conditions. A certificate of occupancy (or a temporary certificate of occupancy for limited or conditional occupancy) must be issued for substantial completion to be achieved; however, the issuance of a certificate of occupancy is not determinative of the achievement or date of substantial completion.

“Supplemental Conditions” are that part of the Contract Documents which amends or supplements these General Conditions.

"Work", means the construction services required of Contractor by the Contract Documents, or necessary for the complete and proper construction of the Project, if not expressly indicated or called for in the Contract Documents, and includes all labor, equipment, tools, materials, manufactured articles, supplies, documents, permits, transportation and services, including fuel, power, water and essential communications, to be provided by Contractor to fulfill Contractor's obligations under the Contract. Work may refer to the whole or a portion of the Project.

The terms “Owner”, “Contractor”, “Engineer/Architect” and “Subcontractor” are treated throughout the Contract as if each were of the singular number and masculine gender.

GC 2 CONTRACT DOCUMENTS

2.1 Execution, Correlation and Intent of Documents.

2.1.1 The Contract Documents shall be executed by Owner and Contractor. The Contract may be executed by digital or electronic means by consent of both parties.

2.1.2 The Contract Documents, including the contract, the Bid Package, and the ITB, which are incorporated into the contract, are intended to include all items necessary for the proper execution and completion of the Work by Contractor and embody the entire agreement and understanding of the parties with respect to the Project and the Work and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract documents or trade usage or prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

2.1.3 The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents. In the event of a conflict between or among any of the terms of the Contract Documents, the order of precedence for deciding which document shall control shall be as follows:

First Priority:	Approved Change Orders, Addendums or Amendments
Second Priority:	Specifications (quality)
Third Priority:	Drawings (location)
Fourth Priority:	Supplemental Conditions or Special Terms
Fifth Priority:	Contract
Sixth Priority:	General Conditions
Seventh Priority:	Invitation to Bid

Eighth Priority

Contractor's Bid

2.1.4 In any event of inconsistency, however, the latest, and more stringent, or technical, or the lesser quantity requirements shall control the work to be performed by Contractor, as determined by Engineer.

2.1.5 Organization of the Specifications into sections or arrangements of the Construction Drawings shall not control how the Work is distributed to subcontractors or among the trades.

2.1.6 The Contract Documents make no attempt to fix the scope of work of any subcontractor nor the responsibilities of the subcontractors.

2.1.7 Unless otherwise stated in the Contract Documents, words that have well-known conventional or technical or construction-industry meanings are used in the Contract Documents in accordance with such meanings.

2.1.8 Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to laws or regulations, shall mean the standard, specification, manual, code, or laws, or regulations in effect at the time of bid opening or on the Contract date if there were no bids.

2.1.9 The following Contract Documents may be found at:

<https://www.wpb.org/government/engineering/engineering-forms-permits-and-applications>

Owner's Approved Materials List

Owner's Engineering Standard Details

Owner's Right-of-Way Construction Standards (if applicable)

2.2 Construction Drawings and Specifications.

2.2.1 Owner, through Engineer/Architect, shall furnish Construction Drawings and specifications which represent the requirements of the Work as far as practical to be performed under the Contract Documents. Owner or Engineer/Architect will provide Contractor with copies of all drawings and specifications, not to exceed four (4) complete sets, for the execution of the Work.

2.2.2 Contractor shall, immediately upon receipt of the specifications and Construction Drawings, check all specifications and Construction Drawings furnished and shall promptly notify Owner, in writing, of any illegibility, error, omission, defect or discrepancy discovered in such specifications and drawings and shall comment as appropriate upon construction feasibility and practicality. Contractor shall obtain written interpretation or clarification from Engineer/Architect prior to proceeding with any Work affected by such illegibility, error, omission, defect or discrepancy. Contractor shall be responsible for obtaining building permits for the Work based on the specifications and Construction Drawings. Contractor shall perform work only in accordance with the specifications and permitted Construction Drawings and any subsequent revisions thereto.

2.2.3 If the permit approval process requires a change to the scope of the work, Contractor shall notify Owner and Engineer within seven (7) days of Contractor being informed of the required change or receipt of the permitted Construction Drawings and such notification shall contain a written description of the change and its impact on the cost and schedule, if any. Failure to provide such notice within seven (7) days shall be a complete waiver by Contractor of all additional cost and time and Contractor shall perform and additional work at its expense and complete the Work according to schedule and in no event shall Contractor recover delay or consequential damages.

2.3 **Ownership and Use of Drawings and Specifications**

2.3.1 Any and all Construction Drawings produced for Owner become the property of Owner without additional payment by Owner. The Contract Documents, in whole or in part, are to be used by Contractor only with respect to the project and the Work, and shall not be used by Contractor for any other purpose without written authorization by Owner. This prohibition shall survive completion or termination of the Contract. Contractor may retain copies of Contract Documents for record purposes.

2.3.2 For security reasons, building plans, construction drawings, security features and technical details and specifications of City of West Palm Beach or Owner owned facilities are not public documents. These documents may be shared by Contractor with those employees and subcontractors as needed to perform the Work. However, Contractor and its subcontractors shall not release such plans, drawings, and specifications to any other third party without Owner's prior written approval.

2.4 **Electronic Data.** Unless specifically stated in Supplemental Conditions or Special Terms, and excepting the electronic documents referenced in GC 2.1.9, the data, specifications and drawings that may be relied upon are limited to the printed copies (hard copies). If the parties intend to transmit any data, information or documentation in digital form, with the intent of reliance on such transmission, and not solely for the convenience of the receiver, the parties to the transmissions shall establish protocols for such transmissions.

GC 3 OWNER

3.1 Owner shall be responsible for obtaining any easements necessary for the Work to be performed at the indicated site.

3.2 The furnishing of any surveys, utility locations, or other site information by Owner does not relieve Contractor of its responsibilities under the Contract Documents. Owner makes no representation or warranty as to the accuracy of any information provided to Contractor.

3.3 Unless otherwise provided in the Contract Documents, Owner shall provide Contractor with at least one (1) but no more than four (4) complete set(s) of Contract Documents.

3.4 Unless otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer/Architect.

3.5 Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's or any Subcontractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor or any Subcontractor to comply with laws and regulations applicable to the performance of the Work.

3.6 **Owner's Right to Stop Work.**

If Contractor fails to correct Work that is not in accordance with the Contract Documents, or repeatedly fails to perform Work in compliance with the Contract Documents, Owner may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such stop the Work order has been eliminated or resolved to Owner's satisfaction.

3.7 **Owner's Right to Perform Work.**

Owner reserves the right, but is not obligated, to perform or complete all or a portion of the Work in the event of Contractor's failure to perform the Work in accordance with the Contract Documents, after written notice of such failure and a five (5) day period to cure such failure(s). Owner's exercise of its right to perform the Work shall be without prejudice to any other remedies Owner may have. In such event, a change order shall be issued deducting Owner's costs, including additional compensation to

Engineer/Architect, from payments thereafter due to Contractor. The amounts deducted shall be subject to review by Engineer/Architect. If payments due to Contractor are not sufficient to cover the amount, Contractor shall pay the difference to Owner.

GC 4 CONTRACTOR

4.1 Contractor Responsibilities.

4.1.1 Contractor shall supervise, inspect and direct the Work, competently, timely and efficiently, in accordance with the Contract Documents. Contractor shall be held liable to Owner for the performance of all Work provided for under the Contract Documents.

4.1.2 Contractor shall employ and or subcontract with subcontractors that are qualified to successfully complete the Work and within the contract time specified.

4.1.3 Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, heat, utilities, travel, lodging, insurance, facilities and services necessary for the proper execution and completion of the Work.

4.1.4 Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety programs in connection with the performance of the Work. Contractor shall be solely responsible for the engagement, management and performance of any subcontractors used to perform any portion of the Work, and for the acquisition, installation and performance of any materials and equipment used or incorporated as part of the Work.

4.1.5 Contractor shall be liable to Owner for materials and equipment furnished. This shall include all materials and equipment whether manufactured and/or fabricated by other persons. In the event that an agent or other representative of Owner approved the installation or erection of any item of material or equipment and Contractor feels the same is not fabricated in good workmanlike manner, Contractor shall forthwith advise Engineer/Architect and Owner of such situation in writing.

4.1.6 Contractor shall maintain a log of daily Work activities, including manpower records, weather, delays, major decisions, etc., and provide a copy of same to Owner upon request.

4.1.7 Contractor shall maintain a current roster of subcontractors with name and contact telephone numbers for key personnel and provide a copy of same to Owner at the beginning of the project and at any time the information is revised.

4.1.8. Contractor shall provide a safety program for the project and conduct a safety meeting prior to commencing work and at regular intervals, no less than once per month, during the prosecution of the Work.

4.1.9 For street and utility construction, Contractor shall give notice of commencement of construction to all nearby properties which may be affected by the Work at least seven (7) calendar days prior to commencement of construction. Owner's project manager will assist Contractor in determining those properties requiring notice.

4.1.10 Contractor shall not perform any Work unless Contractor has provided a recorded public construction bond in compliance with GC 4.8.2 and GC 13.

4.1.11 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

4.2 **Contractor Review.**

4.2.1 Contractor shall carefully study and review the Construction Drawings, plans and specifications to assure itself and Owner that Contractor has observed no defects or discrepancies in the Construction Drawings or specifications and such plans are consistent, practical, feasible and constructible within the scheduled construction time. It is recognized that Contractor's review is made in Contractor's capacity as a licensed contractor and not as a design professional, unless otherwise specifically provided in the Contract Documents.

4.2.2 Contractor shall, by careful examination, satisfy itself, to the extent it deems necessary, as to the nature and location of the Work, the conformation of the ground and site, access and transportation of materials, the character, quality and quantity of the materials, storage, handling and disposal of materials, the character and storage of the equipment and facilities needed preliminary to and during the prosecution of the Work, the availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities; existing site conditions, topography and ground conditions; subsurface geology and hydrology, and nature and quantity of surface and subsurface materials to be encountered; the general and local conditions and all other matters which can in any way affect the performance of the Contract. Execution of the Contract by Contractor is a representation that Contractor has visited the site, reviewed any design criteria furnished by Owner, become generally familiar with conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. No change shall be made to the contract price on account of minor differences between actual field conditions and the Contract Documents. Contractor's failure to assess the site conditions will not relieve it from the responsibility for properly estimating the costs and schedule of performing the Work.

4.2.3 If Contractor, whether prior to or during construction, discovers or becomes aware of any discrepancies, defects, errors or omissions in the Construction Documents, or any issues or concerns regarding the Work site or constructability of the Work, Contractor shall immediately report them in writing to Owner and Engineer/Architect.

4.2.4 Subsoil Conditions. Unless otherwise stipulated in the Construction Documents, no subsoil or de-watering investigations have been made by Owner. Contractor shall satisfy itself as to all subsoil and de-watering conditions and appropriate means and methods to address any such conditions during execution of the Work as necessary. Contractor shall be responsible for coordinating and scheduling geotechnical services based on Contractor's testing requirements.

4.2.5 Underground Utilities and Facilities.

a. Where applicable, Contractor shall be responsible for locating all underground utilities and facilities. Owner does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Owner shall not be responsible for the accuracy or completeness of any information or data provided regarding underground utilities or facilities. No additional payment will be made to the Contractor because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof. All charges by electrical/gas utility companies for temporary support of its utilities shall be paid for by the Contractor. All costs of permanent electrical/gas utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

b. Contractor shall schedule the work in such a manner that the work is not delayed by the relocating or supporting of utilities. No compensation will be paid to the Contractor for any loss of time or delay.

c. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. Owner reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

4.3 Supervision & Labor

4.3.1 Contractor shall supervise, direct and inspect the Work using Contractor's best skill and attention. Contractor shall enforce discipline and order at the Work site. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

4.3.2 Contractor's Project Manager.

a. The Project Manager named by Contractor in the Bid documents was a material consideration for Owner awarding the Bid to Contractor. To ensure that the work will be performed to the requirements of the Contract Documents, Contractor shall, at all times during the progress of the Work, assign the Project Manager to the Project. Contractor shall advise Owner and Engineer/Architect, in writing, within ten (10) calendar days after the date of Owner's issuance of a Notice to Proceed, the local address and contact information, including cell phone number, of the Project Manager. Contractor will ensure that Owner and Engineer/Architect shall be able to reach the Project Manager at his cell phone number at all working hours and during emergencies. Contractor shall not remove or replace the Project Manager during the pendency of the Project, without the prior written consent of Owner, unless the Project Manager ceases to be in Contractor's employ. In the event Contractor must replace the Project Manager during the pendency of the Project (e.g., death or disability of the Project Manager, or Project Manager is no longer in the employ of Contractor, but not because needed or wanted on another Contractor project), Contractor shall, unless otherwise impossible, give Owner at least ten (10) calendar days prior notice of the need to replace the Project Manager and proposed three (3) replacement candidates for Owner review and approval. At any time Owner may request and Contractor shall replace the individual performing as Project Manager with an individual acceptable to Owner.

b. The Project Manager shall represent Contractor and all notices and directions given to him shall be binding as if given to Contractor. Important directions shall be confirmed in writing upon the written request of Contractor.

4.3.3 Labor. Contractor, and subcontractors retained by Contractor, shall employ only competent, skilled and suitably qualified personnel to perform the work. Contractor shall remove from the jobsite any personnel of Contractor or subcontractors who is unfit or not properly skilled in the tasks assigned to him, or working in violation of any provision of the Contract. Contractor and all subcontractors shall be bound by and comply with all applicable Federal, State and local laws regarding labor.

4.3.4 Hours. Except as otherwise required for safety or protection of persons or the Work, or adjacent property, and except as otherwise provided in the Contract Documents, all Work at the project site shall be performed Monday through Friday, 8 am to 5 pm. If the Contract Documents specifically require work to be performed beyond normal working hours, weekends or legal holidays, or should the nature of the Work or the completion time require work to be performed at said times, or should Contractor, with Owner's permission, elect to perform work at said times, any additional costs resulting from working at said times are Contractor's sole responsibility. All work performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to Owner.

4.3.5 Daily Log. On a daily basis, the Contractor shall record, at a minimum, the following information in a log ("Daily Log"): the day, date, weather conditions, any impact of the weather on the work, time of commencement of work on that day, the work being performed, materials, labor, personnel,

equipment and subcontractors at the project site; visitors to the site, including Owner's representatives and regulatory representatives; any event that caused or contributed a delay to the critical path of the work schedule, or would likely result in a potential change order; any special or unusual conditions or occurrences encountered; any safety issues; and the time of termination of work for the day. The daily log shall be kept on the Project site and shall be available at all time for inspection and copying by Owner and its representatives and Engineer/Architect. In the event the Owner or the Engineer provide for an electronic web-based document management system, the Contractor shall upload the Daily Log to the document management system on a daily basis.

4.4 Contractor Obligations; Materials & Equipment.

4.4.1 Unless otherwise stipulated, Contractor shall provide and pay for all materials, labor, tools, equipment, services, utilities, permit fees, insurance costs, bond costs, transportation, home office overhead, and other facilities, costs and services necessary for the execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated or to be incorporated in the Work.

4.4.2 Unless otherwise specified, only new, unused materials, equipment and items of recent manufacture, of designated quality, free from defects, will be accepted. All workmanship will be of good quality. Contractor shall, if requested, furnish evidence satisfactory to Owner as to the kind, quality and manufacturer of materials. Owner will be the final authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract Documents.

4.4.3 No work defective in construction, quantity or quality, or deficient in meeting any requirement of the Contract Documents, Construction Drawings or specifications, will be acceptable regardless of Owner's failure to discover such defects during construction; nor will inspection by Engineer/Architect relieve Contractor from ensuring the quality and efficacy of the Work as required by the Contract. No payment, whether partial or final, shall be construed as an acceptance of defective or unacceptable work or improper materials and equipment.

4.4.4 Approved Materials. Refer to the specific technical specifications for the Project and <https://www.wpb.org/government/engineering/engineering-forms-permits-and-applications>

4.4.5 Samples. Where samples are required, samples shall be submitted to the Engineer for Engineer's approval, by and at the expense of Contractor. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into the Work without such review. At least twenty-one (21) calendar days shall be allowed for Engineer's/Owner's review.

4.5 Substitution.

4.5.1 The naming of a specified product of specific manufacturers for equipment or materials in the specifications or Contract Documents shall be interpreted as establishing a minimum standard of quality and performance. It shall not be construed as eliminating the selection of other than the named equipment or materials equal to those specified, unless the equipment or materials are specifically designated as not permitting substitution. If Contractor objects to equipment or materials specifically designated as not permitting substitution as not being suitable for the Work, Contractor shall promptly notify Engineer/Architect in writing, absent which, Contractor shall be deemed to accept the suitability of such equipment or materials for the Work and shall be responsible if such equipment or materials are not suitable for the Work. Upon receipt of a timely objection notice, Engineer/Architect shall review the objection and render a determination to Contractor of whether a substitute will be permitted.

4.5.2 Contractor may make substitutions only with the prior written consent of Owner, after evaluation and approval by Engineer/Architect, and in accordance with a change order or change directive. The burden of proof that such an item offered is equal in all respects to that specified shall be Contractor's. By making a request for substitution, Contractor represents:

- Contractor has investigated the proposed substitute item, material and/or process and determined that it is equal or superior in all respects 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;
- That by reason of costs savings, reduced construction time or similar demonstrable benefit, the substitution of such item will be in Owner's interest;
- There will be no detrimental impact to the project schedule;
- That Contractor will provide the same or better warranty for the substitute item as the specified item;
- That the cost data presented at the time of request for review is complete and includes all related costs under the Contract, including costs for review by design professionals, and Contractor waives all other claims for additional costs related to the substitution that are not presented with the request.

By making a request for substitution, Contractor agrees to pay directly to Engineer/Architect all Engineer/Architect's fees and charges related to Engineer/Architect's review of the request for substitution, whether or not the request for substitution is accepted by Engineer/Architect. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and Owner and shall be processed as a deductive Change Order.

4.5.3 All requests for substitutions shall be in writing, with supporting information, shall be submitted by and at the expense of Contractor. Contractor shall submit drawings, samples, data and additional information as may be required by Owner or Engineer/Architect. At least thirty (30) calendar days shall be allowed for Owner's/Engineer's review and an additional thirty (30) calendar days shall be allowed for change order approval. Contractor may not submit a claim for a time extension because of timing related to review and approval of a request for substitution.

4.5.4 The above representations do not obligate Owner to consent to the substitution. Owner or its Engineer/Architect shall make the determination as to the acceptability of any substitution. Approval of a substitution shall not relieve Contractor from the 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 substitution.

4.6 **Quality Assurance**

4.6.1 Contractor shall develop, implement and maintain a plan for the Work with quality assurance and management and control of the construction services. Contractor shall maintain a continuous presence at the Work site and an adequate inspection system and perform such inspections as will assure that the Work performed conforms to the requirement of the Contract Documents.

4.6.2 Contractor shall allow Engineer/Architect full access to the Work for inspection of the Work. When requested by Engineer/Architect, the Contractor shall meet with Engineer/Architect at reasonable times and furnish all information requested. Neither Owner nor Engineer/Architect shall be liable to Contractor for compensation or claims for delay or interference on account of any such meeting, or the supply of information, or tests or inspections. Contractor acknowledges that the time schedule for completion of the Work has incorporated the activities of Owner and/or Engineer/Architect in administration of the Contract or in performing tests or inspections, and such activities shall not relieve Contractor of its obligations to perform the Work in accordance with the Contract Documents.

4.6.3 **Warranty.** For a period of one (1) year after the date of Final Completion of the complete Work (and not from final completion of component parts of the Work) or for such longer periods of time as may be set forth with respect to specific warranties contained in the specifications (the "Warranty Period"), Contractor warrants to Owner that the Work will conform to the requirements of the Contract Documents

Contractor warrants to Owner that the Work will conform to the requirements of the Contract Documents and will be free from defects and fit for the purpose for which they were intended. Work, materials or equipment not conforming to these requirements may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or under Contractor, improper or insufficient maintenance by Owner, improper operation by Owner or normal wear and tear and normal usage. Warranty by Contractor shall not be construed as a waiver by Owner of any other contract or legal remedy.

4.7 Permits & Fees.

4.7.1 All permits or licenses necessary for the performance of the Work or required by law or ordinance, including building permits, shall be secured, maintained, and paid for by Contractor, unless otherwise provided in the Contract Documents. Contractor shall be responsible for all governmental fees, including but not limited to utility fees and connection fees.

4.7.2 Building Construction. For construction of a building, Contractor shall secure building permits, right-of-way permits and all other applicable permits from the City of West Palm Beach for the Work, and Owner shall be responsible for all City of West Palm Beach construction plan and permit review fees. Contractor acknowledges that Owner has no control over the City of West Palm Beach review and issuance of building permits in its regulatory capacity, and Owner is not responsible for claims related to delay in issuance of building permits for the Work.

4.7.3 Surface and Subsurface Water. Contractor shall obtain all permits required from each applicable regulatory agency with respect to the control of surface and subsurface water by Contractor during the Work, including, but not limited to dewatering permits, with copies submitted to Owner, unless otherwise provided for in Supplemental Conditions.

4.7.4 Inspection Fees. Contractor shall be responsible for all inspection fees charged by regulatory/governmental agencies.

4.7.5 Right-of-Way Permit. For street and utility construction and as otherwise applicable, Contractor shall obtain a City of West Palm Beach right-of-way permit for each required road closure. Contractor shall submit detailed Maintenance of Traffic (MOT) plans, signed and sealed by a professional engineer, for each phase of the Work. During the times Contractor is working in the project area, Contractor shall utilize flagmen, traffic control devices and variable message boards on a full time basis, where and when needed, to facilitate the movement of traffic along and around the project Work. All MOT plans shall be reviewed and approved by Owner prior to implementation of work by Contractor. Contractor shall not close or obstruct any highway, road or other property until the necessary permits have been obtained.

4.7.6 Contractor shall immediately remedy any permit violations and shall be responsible for any damages, remediation, fines or penalties assessed by such agencies for permit violations.

4.8 Notice to Proceed; Schedule

4.8.1 Notice to Proceed. Contract times will commence to run on the date indicated in the Notice to Proceed issued by Owner, unless otherwise provided in the Contract Documents. Unless otherwise provided in the Contract, if a public construction bond or performance/payment bond(s), is required by the Contract Documents, such bond must be received by Owner prior to issuance of a Notice to Proceed.

4.8.2 Commencement of Work. If a public construction bond or performance/payment bond(s), is required by the Contract Documents, Contractor may not commence any Work until Contractor has provided Owner with a certified copy of the bond(s) evidencing that such bond(s) have been recorded with the Clerk of the Court in the Public Records of Palm Beach County.

4.8.3 Project Schedule. Within ten (10) calendar days after the date of Owner's issuance of a Notice to Proceed, Contractor shall prepare and submit to Owner and to Engineer/Architect, for review and approval, a project schedule utilizing the Critical Path Method (CPM) graphically depicting the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Work within the substantial completion and final completion dates shown in the Contract, showing the sequence in which Contractor proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The construction schedule shall be complete in all respects, covering approvals, mobilization and demobilization, construction, permit close-out, and Owner occupancy, in addition to activities and interfaces with other contractors at the Work Site, offsite activities such as design, fabrication, allowance for weather delays (if appropriate), submittals, procurement and jobsite delivery of Contractor furnished material and equipment, and shall have a completion date that corresponds to the Contract Documents. By executing the Contract, Contractor confirms that it is capable of properly completing the Work within the completion date set forth in the Contract Documents. The time limit for the completion of the Work as described in the Contract Documents is of the essence of the Contract.

4.8.4 Contractor shall take all actions necessary to remain on schedule, at Contractor's sole cost and expense, including but not limited to:

1. Increase manpower as necessary to eliminate work backlog.
2. Increase the number of working hours per shift, shifts per working day, working days per week, construction equipment, or any combination of the foregoing to recover the construction schedule.
3. Reschedule the Work in conformance with specification requirements.

4.8.5 Testing & Inspections. Contractor must provide a minimum of five (5) calendar days' prior notice for specified testing or inspections that are to be performed by Owner or separate contractors. Such notice, testing and inspections shall be included in Contractor's construction schedule.

4.8.6 Monthly Construction Schedule. For Projects with schedules exceeding ninety (90) calendar days, or where required by the Contract Documents for shorter duration projects, with each pay request, Contractor shall submit an updated and current construction schedule, formatted to fit in a three-ring binder, to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or which will affect the progress of the performance of the Work yet to be performed, along with the updated CPM schedule and planned progress of performance of such Work, including a three (3) to five (5) week "look ahead" schedule. Included with the progress schedule shall be a narrative description of the progress schedule. Each such schedule shall be submitted to Owner and Engineer/Architect. Failure of Contractor to prepare and submit the updated construction schedule(s) shall be sufficient grounds for Owner to find Contractor in material default and shall be sufficient cause to terminate the Contract or to withhold payment to Contractor until a current construction schedule is submitted.

4.8.7 Schedule Changes. The construction schedule may only be changed by an executed change order. If Owner approves a Change Order extending the Contract time, such extension of Contract time shall extend the construction schedule and completion date and substantial completion date for such reasonable time as Owner shall determine in the Change Order.

4.8.8 Contractor agrees to complete the Work and project in accordance with the construction schedule, as amended by any approved and duly executed Change Orders.

4.8.9 Waiver. Contractor agrees that failure to timely request a time extension constitutes a waiver by Contractor of such claim for time extension.

4.8.10 Float. Neither Owner nor Contractor shall be considered to own the schedule "float" time.

4.9 **Survey; Lines, Grades Levels and Dimensions**

4.9.1 Where applicable to the Work, and unless otherwise specified, Engineer/Architect shall furnish all land survey control points, base lines and benchmarks for the location of the Work. Contractor shall locate and lay out all work from datum and dimension points given on the Construction Drawings. Contractor shall establish and verify lines and grades, levels, elevations and dimensions, as required. Contractor shall take measurements and verify dimensions of existing and new work. Contractor is responsible for the preservation of all lines, points, and elevations furnished and shall bear the expense of resetting same if Contractor or any of its subcontractors move or destroy or render inaccurate any such lines, points and elevations. Contractor shall provide five (5) calendar days written notice to Engineer/Architect as to its needs for lines, levels, elevations or dimensions.

4.9.2 If Contractor, in the course of the work finds any discrepancy between the Construction Drawings and the physical conditions of the Work Site, or any errors or omissions in the specifications or in the layout as given, Contractor shall immediately inform Engineer/Architect and Owner, in writing, and Engineer/Architect will review the same and provide corrective instructions, if any are necessary. Any of the Work done after such discovery, until authorized, will be done at Contractor's risk.

4.9.3 Survey. Contractor shall be responsible for any necessary surveying services, including construction layout and final project record drawings in alignment with the land survey control points. All survey work shall be performed by an independent, third party surveyor licensed to practice in the State of Florida, hired by Contractor and surveys shall be signed and sealed. All elevations shall be based on State Plane Coordinates NGVD-29.

4.9.4 For street, utility and other horizontal construction, where Contractor-supplied drawings are required for planning or performance of the Work, such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details such as field connections for installation. Such drawings shall be submitted by and at the expense of Contractor. At least twenty-one (21) calendar days shall be allowed for review by Owner. If drawings show variations from the Contract requirements, Contractor shall describe such variations in writing at the time of submission. Review and permission to proceed by Owner does not constitute acceptance or approval of design details, calculations, analyses, test methods or materials developed or selected by Contractor and does not relieve Contractor from full compliance with the Contract Documents.

4.10 **Record Documents**

4.10.1 Record Set. Contractor shall maintain at the work site one (1) copy of all permitted Construction Drawings and specifications, marked and kept current, to indicate all field changes, and selections made during construction. The record set shall include:

- a. Construction Drawings
- b. Specifications
- c. Addenda
- d. Change orders, Construction Change Directives, Field Orders and other modifications to the Contract
- e. Approved shop drawings, product data, and samples
- f. Permits

The record set documents, together with all approved samples and a counterpart of all approved Shop Drawings, shall be available to Owner, Engineer/Architect and all trades performing at the project. Upon final completion of the Work and prior to final payment, these record documents, samples and shop drawings shall be delivered to Owner.

4.10.2 The Record set and As-Built Construction Drawings shall neatly, correctly and accurately show all changes made during construction from the Contract Documents and shall reflect surveyed information. The indicated revisions shall be neat and legible.

4.10.3 Final As-Built Documents. Prior to final inspection, Contractor shall provide Owner with "Record" or final "as-built" Construction Drawings and specifications, including all documents listed above, and which comply with the following requirements:

- One (1) complete set of mylar or paper marked-up as-built construction drawings with "RECORD" or "AS BUILT" clearly printed on each sheet and signed by Contractor;
- One (1) complete paper set of marked-up specifications with "RECORD" or "AS-BUILT" clearly printed on the cover.
- One (1) electronic copy of all documents, signed and sealed drawings and specifications in ".pdf" format;
- As-built survey, where applicable, prepared by and sealed by an independent third party land surveyor registered with the State of Florida on State Plane Coordinates certifying the elevation and location of improvements;
- For street, utility and other horizontal construction, certified drawings showing horizontal and vertical locations, lines and grade of buried pipe line(s) four (4) inches or larger in diameter and exterior to buildings, and other buried facilities (e.g. valves, tanks, vaults, storm inlets, ducts, etc.) installed or discovered as a result of the Work and which comply with Owner's Final Record Drawing Requirements found at <https://www.wpb.org/government/engineering/engineering-forms-permits-and-applications>
- For street, utility and other outdoor horizontal construction, certified drawings showing building corners, sidewalks, paved areas and the location of all above ground structures within the Work Site.
- A list of each piece of equipment incorporated into the Work having an individual value of \$500 or greater. The list shall include, at a minimum, manufacturer, make and model number, catalog number, supplier, quantity installed, and value of equipment, and operation and maintenance manuals and warranties where appropriate for such equipment.

4.10.4 Pay requests shall be submitted with copies of marked As-Built Drawings.

4.10.5 Final pay request and connections to any existing utility main will not be approved until all final as-built documents are reviewed and accepted by Engineer/Architect.

4.11 **Work Site**

4.11.1 Access. Contractor's access to the Work Site and storage areas shall be as shown on the Construction Drawings and as designated by Owner. Access routes may also be used by Owner and its employees and other contractors. No other access points shall be allowed unless approved by Owner. All contractor traffic authorized to enter the Work Site shall be experienced in the route or guided by contractor personnel. Contractor is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic. In the event Owner provides conditions or reasonable restrictions on the use or access to the lands upon which or adjacent to which the Work is to be done, Contractor shall comply with all such conditions or restrictions. Any delay in the furnishing of these lands by Owner shall be deemed proper cause for an equitable adjustment in both contract price and time of completion.

4.11.2 Owner Access. Owner, and its duly authorized employees, Engineer/Architect, and representatives of all governmental agencies having jurisdiction over Work areas or any part thereof, shall, at all reasonable times, have access to such areas and the premises used by Contractor. Contractor shall

also arrange for Owner, Engineer/Architect 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.

4.11.3 Contractor Area; Staging Area; Storage. Contractor's work area on the job site will be assigned by Owner. Contractor shall confine its office, storage, assembly, equipment and parking, as appropriate, to the areas so assigned. Contractor shall identify, at the pre-construction meeting, proposed locations for secure storage areas for materials, equipment, employee and subcontractor parking, and, where applicable, staging areas, construction trailers, etc. The use of private property shall be at the cost of Contractor. Contractor shall provide evidence of the property owner's agreement to use said property to Owner. As a condition of final payment, Contractor shall provide Owner with written release from the property owner advising that the property owner has no claims against Contractor arising out of Contractor's use of the private property.

4.11.4 Delivery Unloading & Storage. Contractor shall, at its expense, receive, unload, and store in a secure place, all materials, plant and equipment required for the performance of the Contract. Any material and equipment to be stored outside which are subject to degradation by outside exposure shall be stored in a weather-tight storm resistant enclosure provided by Contractor at its expense. Where necessary, delivery of materials, plant or equipment from off-site storage to the Work Site shall be at Contractor's expense.

4.11.5 Utilities. Unless otherwise provided in the Contract Documents, Contractor shall, at its expense, arrange for, develop and maintain all utilities in work areas, including, but not limited to: construction power, water, wastewater as required throughout construction, and telephone service, if needed. Prior to final acceptance of the work, Contractor shall, at its expense, remove all temporary utilities.

4.11.6 Sanitary Facilities. Where required by the work site, Contractor shall provide and maintain daily adequate sanitary facilities for the use by Contractor's labor force.

4.11.7 Fire Protection. All necessary precautions to avoid and eliminate fire hazards shall be the responsibility of Contractor. Contractor shall provide portable fire extinguishers, properly labeled, located and compatible with the hazard of each work area and shall instruct personnel in their use.

4.11.8 Illumination. When required, Contractor shall, at its expense, provide artificial light sufficient to permit the Work to be carried on satisfactorily and safely.

4.11.9 Dust Control. Contractor shall, at its expense, take measures to minimize the amount of dust and air-borne particulates created by construction activities. For street, utility and other horizontal construction, this requirement applies to all excavations, roads, plant sites, borrow areas and all other work areas. Code-required or industry-accepted methods of dust and air-borne particulates control suitable for the area involved and approved by Owner will be permitted.

4.11.10 Noise Control. Contractor shall make every effort to minimize noises caused by Contractor's operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with Federal, State and local laws and regulations and City ordinances.

4.11.11 Pollution Control. Contractor shall, at its expense, perform its Work so as not to discharge from any source into the atmosphere, or any body of water, or the ground or groundwater, any source, smoke, dust, particulates or other contaminants in violation of the federal, state, and local pollution laws, rules, regulations and orders (collectively, the "discharge law"). Contractor shall, at its expense, provide suitable facilities to prevent any such discharges. In the event of a discharge which results in contamination of the Work Site or adjacent properties, Contractor shall immediately notify Owner and the appropriate governmental authority and shall take whatever action is necessary, required by discharge law or desirable to remediate the contamination at Contractor's sole expense. Contractor shall pay all fines, penalties and

damages resulting from any such discharges. Contractor shall indemnify and hold harmless Owner from any expense, fine, penalty, obligation, action or liability resulting from such discharge and remedial actions.

4.11.12 Existing Utilities and Substructures. For street, utility and other horizontal construction, Contractor shall be responsible for locating existing utilities and facilities prior to commencement of work. Contractor shall contact all utility companies and call SUNSHINE at (800) 432-4770 at least forty-eight (48) hours prior to commencement of construction work, so utilities can locate and protect facilities, if required by the utility company.

4.11.13 Florida Lumber. Whenever available, Contractor shall use lumber, timber and other forest products produced and manufactured in Florida provided the price, fitness and quality of such products are equal to substitute products. (F.S. 255.20(3))

4.11.14 Cutting and Patching. Contractor is responsible for all cutting, drilling, patching, fastening or anchoring of all new and existing construction required to complete the Work. Contractor shall not damage any portion of the Work Site, the Work or existing construction or work of other contractors except with the written consent of Owner and any separate contractor. Contractor shall restore all area to the conditions existing prior to the cutting, drilling, patching, fastening or anchoring, unless otherwise required by the Contract Documents.

4.11.15 Cleaning Up. Upon completion of any portion of the Work, Contractor shall remove at its own expense from Owner's property all temporary structures, equipment and surplus materials not required for later stages of work, rubbish, and waste materials resulting from its operations. Contractor shall clean the site and shall remove stains, spills and other foreign deposits. Contractor shall not burn waste materials at the site, shall not bury debris or excess materials and shall not discharge volatile or other harmful or dangerous materials into the environment. Contractor shall remove temporary protection devices unless otherwise directed by Owner. For street, utility or other horizontal construction, Contractor shall sweep paved areas and rake clean landscaped areas. Any costs incurred by Owner as a result of Contractor's failure to clean up shall be deducted from the contract price.

4.11.16 Debris Disposal. All debris shall be legally disposed of at licensed disposal site(s). Contractor shall make its own arrangements, at its own cost, for the lawful disposal of rubbish and waste materials. If requested by Owner, Contractor shall provide evidence of proper disposal.

4.11.17 Salvage. Owner reserves the right to retain any surplus or salvage materials. Contractor shall store or re-locate any materials to be retained by Owner as directed by Owner.

4.11.18 Water Catchment Area. The City is the owner of the Water Catchment Area located in Palm Beach County, Florida (the "Water Catchment Area"). The Water Catchment Area serves as a natural surface water supply source for the City of West Palm Beach and has been designated as a Class I potable water supply pursuant to the Special Laws of the Florida Legislature, Ch. 67-2169, as amended, and is protected by State and Federal laws. Grassy Waters Preserve and the M-Canal are part of the City's Water Catchment Area. If the work site is within the Water Catchment Area, Contractor's work and activities in the Water Catchment Area shall in no way be inconsistent with the Special Act or the laws and regulations governing water supply sources.

4.12 Protection of the Work and Property

4.12.1 Contractor shall be solely responsible for initiating and continuously maintaining adequate protection of all Work and stored materials, equipment and supplies from damage, loss, theft or damage from whatever cause, and shall take all reasonable precautions to protect the property of Owner and third parties from damage, theft, injury or loss arising in connection with this Contract. Contractor shall comply with the requirements of Owner and its insurance carriers and all applicable laws, codes and regulations with respect to prevention of damage.

4.12.2 Contractor shall immediately notify Owner and Engineer/Architect verbally of incidents of loss, theft or vandalism, and Contractor shall prepare and maintain accurate written reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner within three (3) calendar days of each incident.

4.12.3 For street, utility and other horizontal construction, Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the site, which, as determined by Owner, do not reasonably interfere with the performance of the Work. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation. Contractor shall leave all adjacent property in as good condition as it was prior to beginning of the Contract. Where practical, Contractor shall erect a temporary fence around the work site.

4.12.4 For street, utility and other horizontal construction, existing utilities and facilities shall be located prior to commencement of Work. Contractor shall video tape the existing surface conditions of the Work site and adjacent areas before commencing Work, after each discrete portion of the Work and when project is complete. Contractor shall submit two (2) copies of the video tape to Engineer/Architect prior to submittal for final payment.

4.12.5. Risk of Loss. Commencing on the date of the Notice to Proceed and continuing until final acceptance of the Work by Owner, Contractor shall have full and complete charge and shall bear all risk of loss of, and injury or damage to, the Work performed under this Contract, or any portion thereof, including materials and equipment, and Owner-furnished supplies and equipment, from any cause whatsoever. Contractor shall rebuild, repair, restore and make good any damages, injury, or loss to the Work and to the property of Owner or third parties, except such as may be directly due to errors in the Contract Documents which Contractor could not have discovered through due diligence, or caused by agents or employees of Owner, unless such loss or damage would be covered by any policy of insurance maintained by Contractor. All costs in connection with any repairs or restoration necessary or required as a result of damage shall be borne by Contractor.

4.13 **Concealed or Unknown Conditions.**

4.13.1 If Contractor encounters conditions at the Work Site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, or (3) are not observable prior to bidding or inferable by the type of construction and local conditions on the Project site, Contractor shall promptly provide written notice to Owner and Engineer/Architect before conditions are disturbed, and in no event more than five (5) calendar days after first observance of the conditions. Engineer/Architect will promptly investigate such conditions and, if Engineer/Architect determines that the conditions are a material difference which will cause an increase or decrease in Contractor's costs or time required for performance of the Work, will recommend an equitable adjustment in the contract price or contract time, or both. Any such recommended adjustment must be approved by Owner through issuance of a Change Order to be effective. If Engineer/Architect determines that the conditions do not materially differ from those indicated in the Contract Documents, or that no equitable adjustment is justified, Engineer/Architect shall promptly notify Owner and Contractor in writing, stating the reasons. If either party disputes the Engineer/Architect's determination or recommendation, that party may make a claim in accordance with GC 20.

4.13.2 Contractor shall not be entitled to any adjustment in the contract price or contract time if Contractor knew of the existence of such conditions at the time of submission of a bid or becoming bound

under the Contract; or the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation or test of the site by Contractor, as indicated in the Contract Documents, prior to making such commitment; or Contractor failed to give written notice as provided in GC 4.2.2 and GC 4.13.1.

4.13.3 If, in the course of the Work, Contractor encounters human remains or recognizes the existence of burial markers or archaeological sites not indicated in the Contract Documents, Contractor shall immediately suspend any Work that would affect the remains or sites and shall notify Owner and Engineer/Architect. Owner shall take any action necessary to obtain the authorization required to resume Work. Contractor shall continue to suspend such operations until otherwise instructed by Owner, but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Price or Contract Time arising from the existence of such remains or features may be made as provided in GC 8 and GC 9.

4.14 **Safety**

4.14.1 Commencing on the date of the Notice to Proceed and continuing until final acceptance of the Work by Owner, Contractor shall take all necessary precautions for the protection of all persons involved in the Work, the public, and all employees or representatives of Owner. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will provide to each worker on the Work Site the proper safety equipment for the duties being performed by the worker and will not permit any worker on the Work Site who fails or refuses to use the safety equipment. All Work and all equipment, machinery, materials and tools shall be in compliance with and conform to all applicable laws, ordinance, rules and regulations.

4.14.2 For Work impacting streets and public rights-of-way, Contractor shall provide and maintain flagmen, traffic control devices, barricades, signs and variable message boards on a full time basis, where and when needed, to facilitate the movement of traffic along and around the project Work. All MOT plans shall be reviewed and approved by Owner.

4.14.3 If Owner or Engineer/Architect observe an unsafe or hazardous condition at the Work Site, such hazard or safety condition shall be brought to Contractor's attention. Contractor shall stop Work until such hazard or safety condition is remedied by Contractor.

4.14.4 OSHA. In performing the work, the Contractor shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards, all applicable environmental laws and any other applicable rules, regulations and permits.

4.14.4 Hurricane Plan. If any Work is to be performed during hurricane season, Contractor shall provide Owner with Contractor's hurricane plan prior to the commencement of any Work. The hurricane plan shall describe the actions to be taken to secure the Work Site(s) in the event a named tropical storm or hurricane is predicted to affect the Work Site. Contractor shall abide by Owner's requirements, Required Storm Preparation Process, found at <https://www.wpb.org/government/engineering/engineering-forms-permits-and-applications>

4.14.5 Explosives and Hazardous Materials. Contractor shall obtain all required federal, state and local permits and licenses and shall be responsible for the safe and proper handling, transportation, storage and use of any explosive or hazardous material brought onto or encountered within the site. Contractor will notify Owner immediately if explosive or hazardous materials are encountered on the site. Contractor shall maintain and post as necessary, Material Hazard Data Sheets for all applicable hazardous materials used in the course of the Work. In the event that hazardous material is improperly handled or stored by Contractor or its sub-contractors, which results in contamination of the Work Site, Contractor shall immediately notify Owner and the appropriate governmental authority and shall take whatever action is

necessary, required by law, regulation or order, or desirable to remediate the contamination at Contractor's sole cost and expense. Contractor shall indemnify and hold harmless Owner from any expense, fine, penalty or obligation, action or liability resulting from such contamination and remedial actions.

4.15 Progress; Reporting

4.15.1 Weekly Reporting: Copies of all daily reports prepared by Contractor and his subcontractors shall be submitted to Owner on a weekly basis for the preceding seven (7) calendar days.

4.15.2 Bi-Weekly Reporting: Contractor shall be required to submit to Owner, on a bi-weekly basis, two (2) hard copies of 8 1/2"x 11" color photographs, along with electronic/digital versions of such photographs, indicating the progress of the Work over the preceding fourteen (14) days and identifying the dates that the Work shown was performed.

4.15.3 Progress Meetings. Contractor shall, at its expense, attend any and all meetings called by Engineer/Architect or Owner to discuss the Work under the Contract. Owner, or its Engineer/Architect, will distribute typed minutes of each meeting to all attendees prior to the next progress meeting. Failure of Contractor to promptly object to the typed minutes at or before the next progress meeting shall constitute Contractor's agreement with the content of the typed minutes.

4.15.4 Document Management. If Owner or Engineer/Architect has provide and electronic document management system for the Project, all reports, minutes and objections reference in CG 4. 15 must be uploaded to the system contemporaneously with he required timing for delivery of such reports, minutes and objections. Failure to timely upload documents to the system will constitute a failure to comply with the requirements for providing or giving notice of such reports, minutes or objections.

4.15.5 If at any time Contractor's actual progress is inadequate to meet the completion time requirements of the Contract and this lack of progress is the sole fault of Contractor, Owner may so notify Contractor who shall thereupon, at its expense, provide Owner and Engineer/Architect, a plan within five (5) calendar days of what steps Contractor will take to improve its progress to meet the approved schedule, and Contractor shall promptly and diligently implement its plan. If within a reasonable period as determined by Owner, Owner determines that Contractor is not prosecuting its plan with such diligence as will assure completion with the times scheduled and Contractor fails to take reasonable actions to timely cure, Owner may declare a default of the Contract.

4.16 Shop Drawings; Samples and Submittals

4.16.1 Contractor shall submit to Engineer/Architect's approval, a complete list of items for which shop drawings are to be submitted, along with the schedule for such submittals and shall identify the critical items. The schedule of submittals shall be coordinated with Contractor's construction schedule and allow Engineer/Architect a reasonable time to review such submittals. Approval of this list by Engineer/Architect shall in no way relieve Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. Contractor shall keep the schedule for submittals current.

4.16.2 Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show Contractor's approval thereon. Contractor represents by approving and submitting the shop drawings, product data, samples and similar submittals that Contractor has reviewed them for conformance to the Contract Documents, and verified the materials, measurements and field criteria related thereto. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.

4.16.3 Contractor shall submit to Engineer/Architect those shop drawings, product data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of separate contractors.

4.16.4 Contractor shall perform no portion of the Work for which shop drawings, product data, samples or other submittals are required by the Contract Documents until such submittal has been reviewed and approved by Engineer/Architect.

4.16.5 Contractor shall not be relieved of responsibility for conformance to the Contract Documents by Engineer/Architect's approval of show drawings, product data, samples or similar submittal, unless Contractor has specifically informed Engineer/Architect of such variance or deviation at the time of submittal and either: (i) Engineer/Architect has given written approval of the specific deviation as a minor change in the Work by field order; or (ii) a Change Order or Change Directive authorizing the deviation has been issued. Engineer/Architect's approval does not relieve Contractor of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals.

4.16.6 No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Engineer/Architect along with its comments as to compliance, noncompliance, or features requiring special attention.

4.16.7 Contractor shall make any corrections to the submittal required by Engineer/Architect and shall resubmit revised submittals for review. Contractor shall direct specific attention, in writing, to any revisions other than the corrections called for by Engineer/Architect on previous submittals. In the absence of such written notice, Engineer/Architect's approval does not apply to such unidentified revisions.

4.16.8 Contractor shall keep one set of Shop Drawings marked with Engineer/Architect's approval at the job site at all times.

GC 5 INSPECTION & TESTING

5.1 Inspection.

5.1.1 Access for Inspection. Owner, Engineer/Architect and their representatives shall at all times have access to the Work whenever it is in preparation or progress. Contractor shall give Engineer/Architect timely notice of its readiness for inspection when the Contract Documents or applicable laws, ordinances, or any public regulatory entity require any Work to be inspected by Engineer/Architect.

5.1.2 Regulatory Inspection by City. Should Contractor require inspection by City of West Palm Beach Building officials, in their regulatory capacity, on days the City is closed for regular business or after 3:30 pm on regular work days, Contractor shall be required to reimburse the City for staff overtime or additional costs.

5.2 Testing.

5.2.1 If the Contract Documents or applicable laws, ordinances, or any public regulatory entity require any Work to be specially tested or approved, Contractor shall make arrangements for such tests or inspections with an independent testing laboratory or entity acceptable to Owner and shall give Engineer/Architect timely notice of the date fixed for such testing. Contractor shall be responsible for all costs of testing, inspections and approvals. Tests and inspections shall be made promptly to avoid delays in the Work.

5.2.2 Unless otherwise provided in the Contract Documents, shop testing of material, equipment or Work shall be performed by Contractor at its expense and in accordance with the technical specifications. Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation necessary to permit tests to be performed on materials or work in place, including reasonable stoppage of Work during testing.

5.2.3 If any Work should be covered up prior to any required inspection or test by Owner or Engineer/Architect, it must be uncovered for inspection and properly restored at Contractor's expense. If any Work not required to be inspected or tested is covered up and Engineer/Architect specifically requests to inspect such Work, Contractor shall uncover such Work. If such Work is in accordance with the Contract Documents, the costs of uncovering and replacing the Work shall be at Owner's expense, by appropriate Change Order. If such Work is not in accordance with the Contract Documents, the costs of uncovering and correction shall be at Contractor's expense.

5.2.4 Should tests in addition to those required by the Contract Documents be desired by Owner, Contractor will be advised in reasonable time to permit such additional testing at Owner's expense, unless additional tests are required due to Contractor's Work or materials having failed any initial test.

5.3. **Compliance.** If inspection or testing reveal failure of portions of the Work to comply with the Contract Documents or applicable laws, all costs as a result of such failure, including those of repeated testing and compensation for Engineer/Architect's services and expenses shall be at Contractor's expense.

5.4 **Certificates.** Required certificates of testing, inspection or approval shall be secured by Contractor and delivered promptly to Engineer/Architect, unless otherwise provided by the Contract Documents.

GC 6 CORRECTION OF WORK

6.1 **Defective Material, Equipment or Workmanship.** If any material, equipment or workmanship is determined by Owner or Architect/Engineer, either during performance of the Work, during final inspection or during the Warranty Period, to be defective or not in compliance with the Contract Documents, Owner shall notify Contractor in writing that such material, equipment or Work is rejected and Owner reserves the right to withhold payment on any such item. Contractor shall commence correction of the Work within five (5) calendar days of written notice by Owner. Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or Work by making the same strictly comply with all requirements of the Contract Documents. All costs of correcting such rejected Work, including additional testing and inspections, uncovering and replacing, and compensation for Engineer/Architect's services and expenses, material, equipment, clean up, debris removal, and safety precautions, shall be at Contractor's expense. If correction of the Work requires damaging work completed by other contractors, Contractor shall be responsible for the costs to replace such work.

6.2 **Warranty Claim.** Contractor agrees to correct any part of the Work found by Owner to be defective or not in conformance with the Contract Documents for a period of one (1) year from later of (a) the final certificate of occupancy for the complete Work (and not from any temporary certificates of occupancy for portions of the Work), (b) if no certificate of occupancy is to be issued for the complete Work, within one (1) year of substantial completion of the complete Work (and not from substantial completion of component parts of the Work) or for such longer periods of time as may be set forth with respect to specific warranties contained in the specifications (the "Warranty Period"). To initiate a Warranty claim, Owner or Engineer will provide Contractor with written notice of non-conformance of the Work or any component of the Work, defect or failure of the Work or any component of the Work to be fit for the purpose for which they intended (a "Warranty Claim Notice"). Contractor must commence correction of the Work identified in the Warranty Claim Notice within five (5) calendar days of written notice by Owner. Contractor must, at its own expense, immediately remove and replace or correct such defective material, equipment or Work by making the same strictly comply with all requirements of the Contract Documents. All costs of correcting such rejected Work, including additional testing and inspections, uncovering and replacing, and compensation for Engineer's

services and expenses, overhead, insurance, material, equipment, clean up, debris removal, and safety precautions, will be at Contractor's expense. If correction of the Warranty Claim Work requires damaging work completed by other contractors, Contractor will be responsible for the costs to replace or replace such work. Contractor must give written notice to Owner and Engineer when Contractor considers the Warranty Claim Work correction is finally complete and must request an inspection by Engineer. If after inspection, Engineer finds that the Warranty Claim Work correction has been completed, Engineer will issue to Owner and Contractor a Certificate of Completion of the Warranty Claim that will establish the date of Warranty Claim correction completion. Contractor further agrees to correct any corrections to a Warranty Claim found by Owner to be defective or not in conformance with the Contract Documents for a period of one (1) year from completion of the corrections. If Contractor fails to correct or remedy a Warranty Claim within a reasonable time after receipt of a Warranty Claim Notice, Owner may correct the Work and invoice Contractor for the correction pursuant to GC 6.5. Warranty by Contractor shall not be construed as a waiver by Owner of any other remedy.

6.3 **Acceptance of Non-conforming Work.** If Owner deems it inexpedient to require Contractor to correct Work pursuant to GC 6.2, Owner may accept such defective or non-confirming work and an equitable deduction from the contract price shall be made for such work. Contractor shall warrant the accepted but non-conforming work in accordance with GC 6.2.

6.4 **Owner's Right to Correct or Complete Work.** If Contractor should neglect to prosecute the Work diligently in accordance with the Contract Documents, or fail to correct defective or nonconforming Work in accordance with GC 6.2, or fail to perform any provisions of the Contract Documents, Owner may, after ten (10) calendar days written notice to Contractor and opportunity to cure, make good these deficiencies and may deduct the cost thereof from payment due Contractor. A deductive Change Order shall be issued for Owner's reasonable costs of correcting or completing the Work, including Owner's expenses and compensation for Engineer/Architect's services and expenses. The Change Order amount shall be subject to review and approval by Engineer/Architect. If payments due to Contractor are not sufficient to cover the Change Order, Contractor shall promptly pay the difference to Owner. Owner's correction of the Work and acceptance of a deductive Change Order shall be without prejudice to any other remedies and warranties Owner may have.

GC 7 WORK BY OTHERS AT SITE

7.1 **Owner Rights.** Owner reserves the right to perform construction or operations related to the Project with Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Work Site.

7.2 **Coordination.** Where Owner is utilizing its own forces or multiple contracts for the Project, Contractor shall provide reasonable advance notice to Owner and other contractors regarding the Project Schedule and the portions for work to be performed by them. Contractor shall coordinate its construction and operations with Owners and other contractors performing work on the Project.

7.3 **Conflict Reporting.** If part of Contractor's Work depends for proper execution or results upon construction or operations by Owner or a separate contractor, Contractor shall, prior to proceeding with that portion of the Work, promptly report to Engineer/Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of Contractor so to report shall constitute an acknowledgment that Owner's or separate contractors completed or partially completed construction is fit and proper to receive Contractor's Work, except as to defects not then reasonably discoverable.

7.4 **Reimbursement.** Contractor shall reimburse Owner for costs incurred by Owner payable to separate contractor because of Contractor's delays, improperly timed activities, damage to the other contractor's work or defective construction. Owner shall be responsible to Contractor for costs incurred by

Contractor because of a separate contractor's delays improperly timed activities, damage to Work or defective construction.

7.5 **Disputes Among Contractors.** If a dispute arises among Contractor and other contractors on site as to the responsibility to maintain the premises, correct work, clean up or take any other action, Owner may take the necessary action and Engineer/Architect will assess the costs to those deemed responsible by Engineer/Architect.

GC 8 DELAY; TIME EXTENSIONS

8.1 **Continuous Construction.** Subject to Excusable Delay, Contractor shall engage in the continuous construction of the Work such that the work will be constructed as expeditiously as reasonably practical towards substantial completion. Contractor shall: (i) ensure that sufficient manpower and materials are deployed throughout the Work of the Project; and (ii) once construction commences, engage in the continuous construction of the Project and the work.

8.2 **Notice of Delay.** Contractor agrees that whenever it becomes apparent from the progress review meeting or CPM schedule that the contract completion date will not be met, Contractor shall notify Owner and Engineer/Architect of the delay, in writing, within five (5) calendar days of a commencement of delay or knowledge of a potential delay. The monthly construction schedule does not constitute notice of delay. A breach and default of contract shall result from Contractor's failure to provide Owner and Engineer with notice of the delay and failure to take all remedial actions available to recover the project schedule.

8.3 **Content of Notice of Delay.** Any notice of delay required by GC 8.1 shall include the following information:

1. Confirmation whether all schedule updates, submittals and other conditions of the Contract have been met;
2. Representation whether the delay is beyond the control of Contractor and subcontractors and due to no direct or indirect fault of Contractor. Contractor shall include all documentation to justify the delay.
3. Nature of the delay.
4. Dates of commencement / anticipated end of delay.
5. Evidence that the delayed Work results in a direct delay to the schedule critical path.
6. List of tasks/work affected by the delay.
7. Remedial actions taken/ to be taken to get back on schedule.
8. Recommended action to minimize delay.
9. Analysis of float time available for the work involved in the delay request.
10. Such other supporting information as requested by Owner or Engineer.

8.4 **Change Order Request.** Contractor shall submit a request for changes in the Contract Time resulting from delay in accordance with GC 4, GC 8 and GC 9. **CONTRACTOR EXPRESSLY AND SPECIFICALLY AGREES THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME DUE TO DELAY ARE WAIVED BY CONTRACTOR IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THESE GENERAL CONDITIONS, AND CONTRACTOR WAIVES THE RIGHT TO RAISE SUCH WAIVED CLAIMS AS A DISPUTE UNDER THE DISPUTE PROCESS IN GC 20. CONTRACTOR AGREES THAT FAILURE OF CONTRACTOR TO STRICTLY COMPLY WITH THE REQUIREMENTS OF GC 4, GC 8 and GC 9 AS TO ANY PARTICULAR EVENT OF DELAY CONCLUSIVELY WAIVES, ABANDONS AND RELINQUISHES ANY AND ALL CLAIMS RESULTING FROM THAT PARTICULAR EVENT OF DELAY, AND THAT PARTICULAR EVENT OF DELAY MAY NOT BE USED TO JUSTIFY OR SUPPORT A SUBSEQUENT DELAY CLAIM.**

8.5 **Extension of Time.** The construction schedule may only be changed by a fully-executed change order. Contractor acknowledges that the evaluation of time extensions will be based on the information

listed in GC 8.2 and the provisions of GC 8. Owner will not consider a claim for time extension which does not comply with the requirements of these General Conditions.

8.6 No Damages for Delay; Exclusive Remedy.

Contractor may not assert any claim for damages or delay, other than for an extension of time. Contractor shall not assert any claim against Owner by reason of any delays except as provided in GC 8. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor waives claims for any and all damages which it may suffer by reason of such claims, including but not limited to, lost profits, loss or impairment of bonding capacity, destruction of business, increased overhead, remobilization or demobilization costs, subcontractor delay claims, supervision, extended unabsorbed home office overhead, increase insurance costs, lost profits on alternate or unperformed contracts. Contractor expressly agrees that Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay and a Change Order for an extension of the project completion date and substantial completion date constitutes its sole and exclusive remedies for time or impact-based claims. Contractor hereby affirms that an extension of time is Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages will be made to Contractor as compensation for damages for any delays in the Work; provided, however, that this provision does not preclude recovery of damages by Contractor for actual delays due solely to fraud or intentional active interference on the part of Owner or Engineer intended to delay by Owner or Engineer to delay Contractor's performance of the Work. Intentional active interference on the part of Owner or Engineer means that Owner or Engineer has directly and with actual intent to interfere and prevent Contractor from performing a portion of the Work in the CPM Schedule critical path that is not otherwise authorized under the Contracts and the GC. Intentional active interference does not include interruptions by Owner or Engineer in preparation for weather or other force majeure events, interruptions in the Work due to operations of the Owner facilities or compliance with regulatory permits or directives, interruptions in the Work caused by the activities of other contractors and vendors, interruptions in the Work caused by Contractor's failure to comply with any term of the Contract, incidental actions or activities of Owner or Engineer with respect to the existing Owner facilities and operations not directly intended by Owner or Engineer to interfere or prevent Contractor from performing the Work. Actions by the City of West Palm Beach in its regulatory capacity related to permitting delays or permit determinations do not constitute the actions of Owner. Engineer's design defects or delays in processing Work related duties that interfere with or prevent Contractor from performing a portion of the Work do not constitute fraud or intentional active interference on the part of Owner or Engineer.

8.7 Excusable Delay. Delay which extends the completion of the Work and which is caused solely by circumstances beyond the control of Contractor or its subcontractors, suppliers or vendors, and are not reasonably foreseeable, are excusable delay, including but not limited to, fire, flood, epidemic, terrorist acts, tropical storm, abnormal weather conditions, delays of utility owners, any act or neglect of Owner, or by any separate contractor employed by Owner or by any changes ordered in the Work. Excusable delay is limited to the duration of the circumstance causing the delay and reasonable recovery time. Abnormal weather conditions are a substantial variation from seasonal average weather conditions occurring for a significant period of time and operations were necessarily affected. Contractor shall support a claim of abnormal weather conditions with local US Weather Bureau climatological report for the period involved plus a report indicating the average weather conditions for the past ten (10) years from the nearest reporting station. Excusable Delay may be compensable or non-compensable.

8.8 Compensable Excusable Delay.

a. Excusable Delay is compensable when (i) the delay extends the Contract Time, (ii) is caused by circumstances beyond the control of the Contractor or its subcontractors, suppliers or vendors, and (iii) is caused solely by fraud, bad faith or active interference on the part of Owner or its agents. In no

event shall Contractor be compensated for interim delays which do not extend the Contract Time. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay.

b. Contractor shall be entitled to the following actual additional direct costs for Compensable Excusable Delay: Payroll costs for employees in the direct employ of Contractor in the performance of the work; Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof; Payments made by Contractor to subcontractors for work performed by subcontractors; Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors; Proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the work; Office and temporary facilities at the site; Proportional cost of tools not owned by the workers used in the performance of the work; Cost of utilities, fuel and sanitary facilities at the site; Receipted minor expenses such as telephone service at the site and petty cash items in connection with the work.

c. Owner and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for Compensable Excusable Delay is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be Five Hundred Dollars \$500.00 per day for each calendar day the Contract is delayed due to a Compensable Excusable Delay.

8.9 **Non-Compensable Excusable Delay.** When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the Owner and Engineer, or (ii) is caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the Owner or Engineer, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

8.10 **Non-Compensable Delay.** Contractor shall not be entitled to an adjustment in contract time or contract price for delays within the control of, or reasonably foreseeable by, Contractor. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of Contractor. Contract time will not be adjusted for delay in delivery where the delivery was not properly scheduled or an order was not placed at an appropriate time to allow delivery or an order was improperly place. No time extension will be granted for delays resulting from improper scheduling of Contractor's forces or those of separate subcontractors. No time extension will be granted to delays from failure to have shop drawings or samples submitted to Engineer in ample time for a review, or from failure to schedule inspections or testing.

GC 9 CHANGES IN THE WORK; CONTRACT PRICE OR CONTRACT TIME

9.1 **Adjustments.** Owner, without invalidating the Contract Documents, may order written additions to or deductions from the Work, the contract price being adjusted accordingly. Such change orders or change directives may be issued unilaterally by Owner.

9.2 Request for Change Order.

9.2.1 If Contractor believes that a variation or change justifies a modification in the contract price or contract time, Contractor may submit a request for Change Order at its expense. If a request for Change Order is made, Contractor is not authorized to vary the Work unless a written change order is executed by Owner or written change directive is issued by Engineer/Architect and executed by Owner.

9.2.2 **Contract Time.** Request for changes to the Contract Time shall comply with GC 8.

9.2.3 **Contract Price or Work.** Contractor shall submit requests for changes to the Contract Price or the work in writing within five (5) calendar days of any occurrence which, in the opinion of Contractor, entitles it to claim an adjustment of the Contract Price or the work, absent which notice, Contractor shall have waived such claim. Engineer/Architect will provide a response to Contractor and Owner with respect to a request for change order within a reasonable amount of time after receipt of Contractor's notice and all necessary backup information required by Engineer/Architect to formulate a response.

9.2.4 **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED BY CONTRACTOR IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THESE GENERAL CONDITIONS. CONTRACTOR MAY NOT RELY ON ANY REPRESENTATIONS BY OWNER, OWNER'S REPRESENTATIVES OR ENGINEER AS WAIVERS OR RELEASES FROM CONTRACTOR'S STRICT COMPLIANCE WITH THE CONTRACT, EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT.**

9.3 **Change Order.**

9.3.1 Execution of any change order by the parties shall constitute a final settlement and release by Contractor of (a) all matters relating to the claim or change in the Work which is the subject of the change order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the contract price and the contract time, and (b) all matters relating to any claim or change in the Work, contract price, or contract time which could have been raised by Contractor as a change order request at the time, but was not.

9.3.2 Change orders adjusting the contract time will be evaluated in accordance with GC 8.

9.3.3 Each change order adjusting the contract price must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work." The value of the cost of the work shall be determined pursuant to GC 10.

9.3.4 Any change order approved due to price change in materials shall not include a premium, profit or any other additional cost.

9.3.5 A bond rider from the surety shall be submitted to Owner with each change order that increases the contract price, so that the bond reflects the total Contract price, or materially changes the scope of the Work.

9.3.6 **Proper Authorization.** No change order shall be valid unless executed by the authorized signatory of Owner. Engineer shall not be authorized to bind Owner to change in contract price or contract time.

9.3.7 The number of change orders to the Contract submitted by Contractor may be considered by Owner in considering other subsequent bids submitted by Contractor. Excessive change orders may also result in suspension from Owner's future procurements. The determination of excessiveness shall be made solely by Owner considering the scope of work, schedule of bid prices, contract price, unforeseen circumstances, and reasons for any change orders.

9.4 **COMMENCING WORK WITHOUT A WRITTEN CHANGE ORDER OR CHANGE DIRECTIVE EXECUTED BY OWNER IN ADVANCE OF COMMENCEMENT OF WORK WAIVES ANY CLAIM BY CONTRACTOR TO AN ADJUSTMENT TO THE CONTRACT PRICE AND THE CONTRACT TIME RELATED TO SUCH WORK.**

9.5 **Minor Changes in Work.** Engineer/Architect shall have the authority to order minor changes in the Work, which do not involve adjustment to the contract price or contract time and which are not inconsistent with the intent of the Contract Documents by a written Field Order. A subsequent Change Order shall be executed.

9.6 **Change Directive.** If a change order is not yet approved or cannot be agreed upon, Contractor is authorized, upon issuance of a written change directive (CD) prepared by Engineer/Architect and approved by Owner, to proceed with such change, or such portion of the change acceptable to Owner. Upon approval by Engineer/Architect and Owner as to any adjustments to the Contract Price and/or Contract Time for changes performed under a CD, such approval shall be recorded by the preparation of a Change Order. Contractor shall not seek payment for work performed pursuant to a CD until a Change Order for the work has been fully-executed. A CD shall not be used for changes only to Contract Time. Each CD shall have a separate change order.

9.7 **Disputed Change Order.** In the event satisfactory adjustment and Change Order cannot be agreed for any item requiring a change in the contract price or contract time, Engineer shall provide a notice to Contractor that the requested Change Order has been finally rejected. Upon delivery of a rejection of a Change Order request, Contractor shall submit a Claim Notice in accordance with GC 20.

9.8 **Owner's Right.** Owner reserves the right, at its sole option, to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work. Owner reserves the right to perform the requested changes in the Work with its own forces, or to contract with others to perform the changes.

CG 10 VALUE OF CHANGES IN WORK.

10.1 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways:

- a) Unit prices as stated in the Contract Documents, by application of unit prices to the quantities of items involved. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- b) By mutual acceptance of a lump sum which Contractor and Owner acknowledge contains a component for overhead and profit.
- c) On the basis of the "cost of work," determined as provided in GC 10.2 and 10.3, plus a Contractor's fee for overhead and profit which is determined as provided in GC 10.4.
 - Reasonable overhead and profit, not exceeding fifteen percent (15%) inclusive of bond rider, permits, insurance, overhead and profit, supervision and general conditions.

10.2 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order or claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items, and shall not include any of the costs itemized in GC 10.3.

- 10.2.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work at the prevailing hourly basic rates plus applicable multipliers for overtime, weekend and holidays, plus applicable taxes, as evidenced by actual payroll records of Contractor.

Failure to provide actual payroll records shall be deemed a waiver by Contractor of inclusion of payroll costs in the requested Change Order or claim. Mark up on labor is not permitted. Labor shall not include supervision above the project manager. Payroll costs for employees not employed full time on the Work covered by the Change Order or claim shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Labor costs shall not include supervision above the project manager/ superintendents or foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the labor costs.

- 10.2.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith, as evidenced by actual receipts. Failure to provide actual receipts shall be deemed a waiver by Contractor of inclusion of costs for materials and equipment in the requested Change Order or claim. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 10.2.3 Payments made by Contractor to subcontractors for Work performed by subcontractors. Failure to provide actual receipts of payments from subcontractors shall be deemed a waiver by Contractor of inclusion of such payments in the requested Change Order or claim. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to Owner who will then determine, with the advice of Engineer, which bids will be accepted. If the subcontract provides that the subcontractor is to be paid on the basis of cost of the Work plus a fee, the subcontractor's cost of the Work shall be determined in the same manner as Contractor's cost of the Work. All subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 10.2.4 Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order. Failure to provide actual invoices or receipts for such costs shall be deemed a waiver by Contractor of inclusion of such costs in the requested Change Order or claim.
- 10.2.5 Supplemental costs including the following:
 - 10.2.5.1 The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work except for local travel to and from the Work Site.

- 10.2.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remains the property of Contractor.
 - 10.2.5.3 Sales, use, or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
 - 10.2.5.4 Deposits lost for causes other than Contractor's negligence; royalty payments and fees for permits and licenses.
 - 10.2.5.5 The cost of utilities, fuel and sanitary facilities at the site.
 - 10.2.5.6 Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
 - 10.2.5.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.
- 10.3 The "cost of the work" shall not include any of the following:
- 10.3.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the Work Site or in its principal or a branch office for general administration of the Work, all of which are to be considered administrative costs covered by Contractor's fee.
 - 10.3.2 Expenses of Contractor's principal and branch offices other than Contractor's office at the Work Site.
 - 10.3.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 10.3.4 Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.
 - 10.3.5 Costs due to the negligence or neglect of Contractor, any subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - 10.3.6 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in GC 10.2.
 - 10.3.7 Any cost or expense not reflected in an actual receipt or actual payroll record delivered to Owner.
- 10.4 Contractor's fee allowed to Contractor for overhead and profit shall be determined as follows:

10.4.1 For costs incurred under GC 10.2, Contractor's fee shall not exceed fifteen percent (15%) inclusive of bond rider, permits, insurance, overhead and profit, supervision and general conditions; or

A mutually acceptable fixed fee.

10.5 Whenever the cost of the work is to be determined pursuant to Sections 9.2 and 9.3, Contractor will submit in a form acceptable to Engineer an itemized cost breakdown together with the supporting data.

10.6 The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, Contractor shall not be entitled to claim lost profits for any Work not performed.

10.7 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Engineer and Owner.

10.7.1 Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.

10.7.2 Whenever a change involves Contractor and one or more subcontractors and the change is an increase in the contract price, overhead and profit percentage for Contractor and each subcontractor shall be itemized separately.

GC 11 COMPLETION

11.1 **Requirements Prior to Substantial Completion.** When Contractor considers the Work to be substantially complete, Contractor will submit to Engineer/Architect, the following items which shall be completed as a condition precedent to Substantial Completion and prior to notice by Contractor of Substantial Completion:

1. All general construction completed and the project components shall be clean and all systems fully functional.
2. All mechanical and electrical work substantially complete, fixtures in place, connected, cleaned, fully functional and ready for use.
3. All electrical circuits shall be scheduled in panels and all panels and disconnect switches properly labeled.
4. Project site shall be cleared of Contractor's excess equipment and/or supplies and material.
5. Record drawings and specifications meeting Owner's requirements shall be delivered to Engineer.
6. All sets of operation and maintenance manuals and service agreements for all equipment shall have been submitted to Owner, as referenced in the technical specifications.
7. All training of Owner's staff on equipment and systems has been satisfactorily provided.
8. Issuance of all permits and certificates, test certificates, inspections, certificates of occupancy and other approvals and releases by governing authorities required for Owner's occupancy and use of the project.

The above are also conditions for Final Completion.

11.2 **Notice.** Contractor shall notice Owner and Engineer/Architect when Contractor considers the Work, or a portion thereof which Owner agrees to accept separately, is substantially complete and shall request an inspection. Contractor shall notice Owner and Engineer/Architect when Contractor considers the Work, or a portion thereof which Owner agrees to accept separately, is finally complete and shall request an inspection.

11.3 **Substantial Completion.**

11.3.1 If after inspection, Engineer/Architect finds that the Work is substantially complete, Engineer shall issue to Owner and Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion.

11.3.2 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, any additional cost to Owner for Engineer/Architect for any subsequent inspections for the purpose of determining Substantial Completion shall be the responsibility and expense of Contractor and shall be assessed against the final payment application.

11.4 **Inspection and Punch List.** Within seven (7) calendar days of Substantial Completion as determined by Engineer/Architect and Owner, a walkthrough with Contractor shall be scheduled.

1. The purpose of this walkthrough is to develop a joint punch list of items necessary to complete the Work.
2. Engineer/Architect and Owner shall separately list each item required for Final Completion along with Engineer/Architect's estimate of the cost of completion. Said initial punch list shall be delivered to Contractor not later than seven (7) calendar days after the walkthrough.
3. Contractor shall, within seven (7) calendar days of receipt, review the initial punch list and advise the Owner and the Engineer/Architect of any dispute regarding a punch list item or estimated completion cost, or the acceptance of the punch list.
4. Any dispute over items listed shall be mediated between Owner and Contractor with Engineer/Architect acting as facilitator to develop a punch list. In the event a dispute cannot be resolved, the Owner's list of items requiring completion shall be accepted and the Contractor's estimated cost for completion of the items shall be accepted to create the punch list.
5. The punch list with estimated completion costs, signed by Owner, Contractor and Engineer/Architect, shall be established:
 - a. For contracts less than \$10 million, within thirty (30) calendar days of substantial completion;
 - b. For contracts of \$10 million or more, within forty-five (45) calendar days of substantial completion.
6. If the project is for construction of more than one building or structure, or is to be completed in phases, a joint punch list may be developed for each building/structure or phase of work.
7. Punch list items shall be corrected and a final inspection requested by Contractor within thirty (30) days from delivery to Contractor of the punch list. All punch list items shall be corrected by Contractor prior to any request for final inspection and acceptance. If the

Contract provides for a multi-phased or multi-structure project, a punch list may be developed for each phase or structure.

8. Contractor acknowledges and agrees that no item contained on the punch list shall be considered a warranty item until such time as (a) the punch list is one hundred percent (100%) complete, and (b) Owner has been able to operate or utilize the affected punch list item for an additional period of fifteen (15) calendar days.
9. Contractor acknowledges and agrees that Engineer/Architect as representative of Owner may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective Work for Contractor to address. The intent of any such Engineer/Architect generated lists prior to Substantial Completion is to attempt to streamline the punch list process upon achieving Substantial Completion, and to allow for Contractor to address needed areas of corrective work as they may be observed by Engineer/Architect during performance of the Work.
10. Contractor acknowledges and agrees that in calculating one hundred fifty percent (150%) of the amount which may be withheld by Owner as to any punch list item for which a good faith basis exists as to it being complete, as provided for by Florida Statutes §218.735(7)(e), Owner may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the final punch list item. Such percentage shall in no event relate to the schedule of bid prices associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of punch list completion.
11. The failure to include any Work or pending items not yet completed on the punch list does not alter the responsibility of Contractor to complete all the construction services and Work purchased under the Contract.

11.5 Requirements Prior to Final Inspection. The following items shall be completed as a condition precedent to a request by Contractor for final inspection of the Work:

1. All portions of the Work have reach Substantial Completion, and completion of all punch list items recorded from the Substantial Completion inspection(s).
2. Submittal of any items condition precedent to Substantial Completion that had not previously been submitted.
3. Issuance of all permits and certificates, test certificates, inspections, certificates of occupancy and other approvals and releases by governing authorities required for Owner's occupancy and use of the project.
4. All sets of operation and maintenance manuals and service agreements for all equipment shall have been submitted to Owner, as referenced in the technical specifications.
5. Manufacturers' certifications and warranties and any special guarantees or maintenance agreements shall be delivered to Owner.
6. A complete set of "RECORD" or "AS BUILT" drawings, meeting Owner's requirements, pursuant to GC 4.10. Contractor shall sign each final record drawing and note thereon that the final as-builts are complete and accurate.
7. A complete set of marked-up specifications with "RECORD" or "AS-BUILT" clearly printed on the cover. Contractor shall accurately and neatly transfer all deviations from project specifications to final as-builts.
8. A complete set of final shop drawings and samples.
9. For street, utility and other horizontal construction, two copies of the video tape of surface conditions.

10. A signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of the Work.
11. A list of each piece of equipment incorporated into the Work having an individual value of \$500 or greater. The list shall include, at a minimum, manufacturer, make and model number, catalog number, supplier, quantity installed, and value of equipment.
12. All required spare parts, as well as any special devices and tools and extra stock of materials shall be delivered to Owner.
13. Extra stock of materials or other items paid for by Owner.
14. A deductive change order for any uncommitted contingency or allowance funds has been prepared and submitted in draft.
15. All keys and blanks shall have been provided to Owner.

11.6 **Final Inspection.** Contractor shall certify to Owner and Engineer/Architect in writing that all punch list items have been completed, all requirements for Substantial and Final Completion have been met, and the Work is ready for final inspection. Engineer/Architect will schedule such inspection with Owner and Contractor. When Engineer/Architect finds the Work acceptable under the Contract Documents, completed and all requirements fully performed, Engineer/Architect shall issue a Final Certification to Owner. Should Engineer/Architect consider that the Work is incomplete, non-conforming to the Contract Documents or defective, Engineer/Architect will promptly notify Contractor in writing, listing the incomplete or defective work. Contractor will take immediate steps to remedy the stated deficiencies and send a second written certification to Engineer/Architect when the Work is complete. Engineer/Architect will re-inspect the Work. Should Engineer/Architect be required to perform re-inspections due to the failure of the Work to meet Contract requirements, Owner may deduct the additional costs to Owner from Contractor's final payment. If payments due to Contractor are not sufficient to cover the costs, Contractor shall pay the difference to Owner.

11.7 **Owner's Rights.** In the event incomplete, incorrect or defective work is not completed to Owner's satisfaction within twenty (20) calendar days of Engineer/Architect's notice to Contractor that the Work is not acceptable, Owner may, after ten (10) calendar days written notice to Contractor and opportunity to cure, make good the deficiencies and may deduct the cost thereof from final payment due Contractor. If payments due to Contractor are not sufficient to cover the costs, Contractor shall pay the difference to Owner. Owner's correction of the Work shall be without prejudice to any other remedies Owner may have.

11.8 **Final As Built Documents.** Prior to final inspection, Contractor shall provide Owner with "Record" or "as-built" drawings, specifications and documents which comply and Owner's Final Record Drawing Requirements found at <https://www.wpb.org/government/engineering/engineering-forms-permits-and-applications>

11.9 **Use of Completed Portions.** Owner shall have the right to take possession of and use any substantially completed portions of the Work. Such use by Owner shall not be construed as constituting final acceptance of the Work, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by Owner of any Contract Documents provisions; provided that Contractor shall not be liable for any repair or maintenance required due to ordinary wear and tear resulting from such use. However, if, in the opinion of Engineer/Architect, such use increases the cost or delays the completion of remaining portions of Work, Contractor shall be entitled to an equitable adjustment under the Contract. Owner may use any portion of the Work at any stage when such use is designated by separate written agreement executed by Contractor and Owner which designates the responsibilities assigned to each of them for payments, punchlists, retainage (if any), security, maintenance, utilities, record drawings, damage to the Work, bonds and insurance, the period for correction of the Work and commencement of warranties and further, provided that such use is consented to by the surety as required under GC 13. Immediately prior to such partial use, Owner, Contractor and Engineer/Architect shall jointly inspect the portion of or the Work or area of such partial use in order to determine and record the condition of the Work. Unless

otherwise agreed in writing, partial use of a portion or portions of the Work shall not constitute acceptance of the Work which does not comply with the requirements of the Contract Documents.

GC 12 PAYMENT

12.1 **Schedule of Bid Prices.** Within ten (10) calendar days after the date of Owner's issuance of a Notice to Proceed, Contractor shall submit for review and approval of Owner and Engineer/Architect, a schedule of prices and values, by phases of work, to show a breakdown of the contract price for the various portions of the Work and corresponding to the payment request breakdown and progress schedule line items. The schedule of bid prices must also show dollar value for each unit of work scheduled. Any Change Orders shall be added as separate line items. This schedule, unless objected to by Engineer/Architect, shall be the basis for reviewing Contractor's applications for payment.

12.2 **Unit Prices.** The amount paid to Contractor for unit priced items of Work shall be calculated by the number of each of the units of Work completed at the unit prices stated in the schedule of bid prices. The number of units contained in the schedule is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work.

12.3 **Taxes.** Contractor shall pay all taxes, duties and assessments imposed by law and applicable to the Contract. Contractor is not entitled to Owner's tax exempt status and shall pay all sales taxes. The Contract price shall include all taxes.

12.4 **Payment Where Public Construction Bond Required.** The Contract requires Contractor to provide a Public Construction Bond of Performance and Payment Bonds. No payment shall be made by Owner to Contractor until Contractor has provided Owner with a certified copy of the Bond(s) evidencing that said bond(s) have been recorded with the Clerk of the Courts in the Public Records of Palm Beach County, in accordance with Sec. 255.05, Fla. Stat.

12.5 **Payment Requests.** Payment requests shall be submitted on AIA Application for Payment forms and shall be signed and notarized by Contractor. Each payment request shall include the following information:

1. Bid Number
2. Contract Number
3. Project Number
4. Project Name
5. Engineer and Owner's Representative
6. Detailed estimate and payment request on a standard AIA form, covering the percentage of the total amount of the work which has been completed from the start of the job up to and including the last day of the preceding month, together with quantity and unit prices of materials and equipment utilized.
7. The unit cost of such materials and equipment required in the permanent work as has been delivered to the site and suitably protected but not as yet incorporated in the work.
8. Project schedule, updated and current.
9. Consent of Surety
10. Verification that certified copy(s) of recorded performance/payment bonds provided to Owner:
 - i) Partial Release of Lien from Contractor

ii) Partial Releases of Lien from each sub-contractor on the payment request

11. Subcontractor Utilization Report.
12. Release from private property owner if Contractor utilized private property for storage or staging.
13. Copies of marked "as-built" Construction Drawings.
14. Living Wage payroll verification.
15. Such other supporting evidence as may be required by Owner and/or Engineer to support Contractor's payment application;

Owner has the right to reject any incomplete payment request(s), and will only consider complete payment request(s).

12.6 **Initial Payment.** Prior to submittal of its initial payment request, Contractor shall have submitted the following items to Engineer and Owner:

1. Certified copies of Public Construction bond (or performance/payment bonds) recorded in the public records.
2. List of subcontractors and suppliers
3. Construction schedule
4. Schedule of prices
5. All current certificates of insurance
6. Designation of Contractor's Project Manager
7. ACH Payment form.
8. Contractor's W-9

The initial payment request will not be accepted unless all of the above items have been received by Engineer/Architect and Owner. No payment shall be made by Owner to Contractor until Contractor has provided Owner with a certified copy of the Bond(s) evidencing that said bond(s) have been recorded with the Clerk of the Courts in the Public Records of Palm Beach County, in accordance with Sec. 255.05, Fla. Stat.

12.7 **Progress Payments.** All payment requests are required to be submitted in draft form, at least ten (10) calendar days in advance and not more than once each month, via email to Owner, Engineer/Architect or by other written notice.

Partial consent of surety for payment shall accompany the payment request. Original partial releases of lien from Contractor and all subcontractors included in payment request shall accompany the payment request. (Not required for initial payment).

After review and approval of the draft, Contractor shall prepare and submit an original payment request, in triplicate:

- one set to Engineer/Architect,
- one set to City's project manager (if different than Engineer/Architect) and
- one set to: **City of West Palm Beach – Accounts Payable**
PO Box 3366
West Palm Beach, FL 33402-3366.

The payment request for Accounts Payable may be emailed to: wpbap@wpb.org

Owner will not be responsible for any delay in payment by the City if Contractor submits his estimate and invoice to any other address. Payment will be made in accordance with the Local Government Prompt

Payment Act. (Sec. 218.70, Fla. Stat.). Owner must submit a complete payment request to the Finance Department for payment no later than fourteen (14) days after receipt of the payment request.

If a payment request or invoice does not meet the contract requirements, the Owner must reject the payment request within twenty (20) business days after the date on which the payment request is stamped as received. The rejection must be written and must specify the deficiency and the action necessary to make the payment request or invoice proper. If the Contractor submits a payment request or invoice that corrects the deficiency, the corrected payment request or invoice must be paid or rejected within ten (10) business days after the date the corrected payment request is stamped as received.

If any portion of a payment requires is disputed, the undisputed portion must be paid by twenty (20) business days after receipt of the payment request.

Electronic Deposit. The City will make payment by electronic deposit (ACH) based on the directions provided to the City from Consultant.

12.8 **Retainage.** In accordance with the Local Government Prompt Payment Act, and except as provided in these General Conditions, Owner shall withhold retainage of five percent (5%) from each progress payment paid to Contractor based on Contractor's estimate and invoice as approved by Engineer/Architect.

12.9 **Payment to Subcontractors.** Contractor shall pay its subcontractors within ten (10) calendar days of receipt of payment from Owner and shall not withhold payments to sub-contractors. Should this occur for any reason, Contractor shall immediately return such monies to Owner, adjusting pay requests and project bookkeeping as required.

12.10 **Substantial Completion Payment.**

- a) Within twenty (20) business days after creation of the punch list, the Owner shall pay the Contractor the remaining contract balance, including any retainage, less one hundred fifty percent (150%) of the amount listed in the punch list as the cost to complete the punch list items.
- b) If the Owner fails to comply with its obligations to timely develop a punch list, the Contractor may submit a payment request, including all documentation required by GC 12.13, for the balance of the contract price plus all retainage, and the Owner must pay the Contractor within twenty (20) business days after receipt of a complete payment request.

12.11 **Final Payment.** Upon completion of all requirements for substantial completion, completion of all punch list items, and issuance of a Final Completion certification by Engineer/Architect, compliance with all project closeout requirements and submittal of all of the following items, Contractor may submit its final payment request. The final payment request shall include the following items:

1. Final Certification by Engineer/Architect
2. Certified copy of punch list stating each item has been completed or otherwise resolved and accepted.
3. Final Statement of Accounting reflecting:
 - a. original contract price
 - b. each approved Change Order (with quantity and unit prices where applicable)
 - c. allowances, if applicable
 - d. deductions for uncorrected work

- e. deductions for liquidated damages
- f. deductions for re-inspection costs
- g. deductions for re-testing costs due to failed tests
- h. other adjustments
- i. adjusted contract price
- j. payments made
- k. any pending payment requests
- l. sum remaining due to Contractor
- 4. Final Change Order, if applicable, reflecting approved adjustments to the Contract price not previously made by Change Order.
- 5. Consent of surety for final payment.
- 6. Any documents necessary to provide compliance with Living Wage Program.
- 7. Affidavit from Contractor that all payrolls, bills for material and equipment and other indebtedness connected with the Work have been paid or satisfied;
- 8. If no payment bond is recorded, Original releases of lien from Contractor and all subcontractors
- 9. Certificate of Insurance evidencing continuation of any liability coverage on claims made basis, which shall remain effective for five (5) years after final payment.
- 10. Written release of claims from any private property owner for use of private property for storage or staging.
- 11. Final "as-built" construction drawings
- 12. All pre-requisites for Substantial Completion and Final Completion have been met.

The making and acceptance of the final payment shall constitute a waiver and release of all claims by Contractor, except those previously made in writing and still unsettled.

If a good faith dispute, as determined by Owner, exists as to whether one or more items identified on the punch list have been completed pursuant to the Contract, Owner may continue to withhold up to one hundred fifty percent (150%) of the total costs to complete such items(s), as determined by Owner.

If Contractor fails to submit all documents required for final payment within one (1) year after Final Certification any amounts owed as final payment shall be forfeited. Owner shall provide written notice to Contractor at least sixty (60) days prior to forfeiture. Forfeiture will not apply to documents that are the subject of existing claims or pending legal proceedings.

12.12 Final Payment to Subcontractors. Final payment may be made to certain select sub-contractors whose work is satisfactorily completed prior to the total completion of the Project but only upon receipt of advance written consent of Surety, or applicable releases if no performance/payment bonds.

12.13 Decision to Withhold Certification of Payment Requests.

12.13.1 Engineer/Architect may withhold payment requests, in whole or in part, to the extent reasonably necessary to protect Owner. If Engineer/Architect is unable to certify payment in the amount of the application, Engineer/Architect or Owner shall within twenty (20) calendar days advise Contractor of the reasons for withholding certification, in whole or in part, and the actions necessary to make the payment

request proper. Engineer/Architect will promptly certify payment of the amount which Engineer/Architect can certify.

12.13.2 If Contractor takes action to make the rejected payment request proper and re-submits for approval of the whole or portion previously rejected, Engineer/Architect and Owner shall reject or accept the payment within ten (10) calendar days.

12.13.3 Engineer/Architect may nullify, in whole or in part, any payment application previously certified to such extent as may be necessary, in Engineer/Architect's opinion, to protect Owner for loss for which Contractor is responsible, including:

- Defective work not remedied;
- Failure to comply with Living Wage Program
- Failure of Contractor to make payments to subcontractors;
- Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract price;
- Damage to Owner or a another contractor;
- Reasonable evidence that Owner will have a claim for liquidated damages;
- Repeated failures to carry out the Work in accordance with the Contract Documents.

When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

12.14 **Withheld Payments.** If the Owner has provided written notice to the Contractor specifying the failure of the Contractor to meet contract requirements, or specifying a good faith dispute regarding amounts due, or if the requested payments are subject to a claim made under the public construction or performance bond, the Owner may withhold payments. If the notice to the Contractor specified defective work or materials, Owner may withhold one hundred fifty percent (150%) of the estimated total costs to remedy or complete the defective work or replace the defective materials. Failure to meet contractual requirements may include one or more of the following:

- a) Failure to comply with Living Wage Program.
- b) Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract price.
- c) Reasonable evidence that the Work cannot be completed within schedule.
- d) Damage to Owner or another contractor that remains unresolved
- e) Owner has a right to claim liquidated damages.
- f) Repeated failures to carry out the Work in accordance with the Contract Documents.
- g) Contractor fails to submit information required by the Contract.
- h) Contractor's insurance coverage lapsed.
- i) Claims filed or reasonable evidence indicating public filing of claims by Owner or third parties against Contractor.

When the above grounds are removed or Contractor provides a Surety or Performance Bond satisfactory to Owner, which will protect Owner in the amount withheld, payment shall be made for amounts withheld because of them.

12.15 **Allowances.** Contractor shall include in the contract price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as Owner may direct.

12.16 **Contingency Funds.** ALL CONTINGENCY SUMS ARE OWNER'S CONTINGENCY AND REMAIN THE PROPERTY OF OWNER UNTIL EXPENSE IS APPROVED. The contract price shall not include any contingency amounts. If the Contract or schedule of bid prices includes an agreed sum as a contingency, such amount is identified solely for budget purposes and remains Owners' funds. Owner may

approve use of contingency funds only for the purpose of defraying the expenses due to unforeseen conditions, extra work, and circumstances relating to construction, unless otherwise agreed. Such contingency funds are not for use by Contractor to cover short falls in Contractor's bid amount, and not for use by Owner to increase the scope of work. Contractor shall obtain prior written approval from Owner prior to the expenditure of contingency funds and Contractor will be required to furnish documentation evidencing expenditures charged to contingency and/or allowances prior to the release of such funds by Owner. All uncommitted contingency funds remain the funds of Owner.

12.17 **Local Government Prompt Payment Act.** The provisions of the Local Government Prompt Payment Act, F.S. 218.70 et seq., are incorporated by reference herein. The Act provides payment due dates, interest and payment dispute resolution.

GC 13 BONDS

13.1 Public Construction Bond/ Performance & Payment Bonds (if required)

13.1.1 **Performance Bond.** In accordance with the provisions of F.S. 255.05, and as required by the Contract Documents, Contractor shall provide, on forms furnished by Owner, public construction bond in an amount not less than the total contract price by a surety company acceptable to Owner. The bond shall guaranty contractor's performance and payments to all claimants, as defined in Section 255.05(1), Fla. Stat., supplying Contractor with labor, materials, or supplies, used directly or indirectly in the Work provided for in the Contract. The bond shall incorporate by reference the terms of the Contract Documents in its entirety.

Moreover, Contractor agrees that the following language shall be expressly included within the language of its bond:

"The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the contract documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the contract. The Surety waives all rights against Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by Owner as fiduciary."

13.1.3 **Performance Bond and Payment Bond.** Alternatively, Owner may accept a performance bond and a payment bond, each in the an amount not less than he total contract price, by a surety acceptable to Owner, on a form furnished by, or acceptable to, the Owner, in lieu of the public construction bond.

13.1.4 **Recording of Bond.** Within ten days of receipt of the fully executed contract, Contractor shall record its bond(s) in the public records of Palm Beach County and provide a certified copy of the recorded bond to Owner in accordance with Sec. 255.05, Fla. Stat.

13.2 Surety. To be acceptable to Owner, a Surety Company shall comply with the following provisions:

- (1) The surety company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

- (2) The surety company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (3) The surety company shall be in full compliance with the provisions of the Florida Insurance Code.
- (4) The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid/request for proposals is issued.
- (5) The surety company shall have at least the ratings of A-/Class V.
- (6) The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policyholders.

GC 14 LIENS AND RELEASES OF LIENS. (if no recorded payment bond)

14.1. Where bonds have not been recorded by the Contractor, neither the final payment nor any part of the retainage shall become due until Contractor shall deliver to Owner complete releases of all claims or liens arising out of the Contract Documents, or receipts in full in lieu thereof and, in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed. Contractor shall use Owner's forms for all releases of liens. All releases are required to have original signatures. All values on lien releases shall be consistent with the subcontracts.

14.2. Contractor may, if any sub-contractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to Owner, to indemnify Owner against any claim or lien (in cases where such payment is not already guaranteed by Surety or Performance Bond), along with a consent of surety to such payment.

14.3 In case of disputed indebtedness or liens, Contractor may submit in lieu of evidence of payment, a surety or public construction bond satisfactory to Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by a surety or bond.

14.4. If any claim or lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all moneys that Owner may be compelled to pay in discharging such a lien, including all costs and reasonable attorneys' fee.

GC 15 INSURANCE; INDEMNIFICATION

15.1 Insurance.

15.1.1 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a Best's rating of A- VI or better.

15.1.2 All Insurance Policies shall be endorsed to provide that:

- i. Contractor's Insurance is primary to any other Insurance available to the additional insured(s) with respect to claims covered under the policy and:

- ii. Contractor's insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

15.1.3 Additional Insured. All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the City of West Palm Beach, its commission, officers, employees and agents as additional insureds. Additional insureds are defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence. No costs shall be paid by Owner for an additional insured endorsement.

15.1.4 Required Coverage: Contractor shall maintain following liability coverage, in the limits specified:

COMMERCIAL GENERAL LIABILITY. Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations and Personal Injury with limits of not less than Three Million Dollars (\$3,000,000) (aggregate) and Two Million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Contractor shall carry business automobile liability insurance with minimum limits of Two Million Dollars (\$2,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements and must include owned vehicles and hired and non-owned vehicles.

WORKERS' COMPENSATION: Workers' Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than Five Hundred Thousand Dollars (\$500,000) "each accident," Five Hundred Thousand Dollars (\$500,000) "disease policy limit," and Five Hundred Thousand Dollars (\$500,000) "disease each employee."

UMBRELLA OR EXCESS LIABILITY INSURANCE: Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. Contractor agrees to name and endorse the City, City Commission and its officers, employees and agents as additional insureds. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

BUILDERS RISK: Not less than the value of the Work under construction and facilities under the "custody and control" of Contractor.

POLLUTION: Not less than Three Million Dollars (\$3,000,000) IF hazardous materials, including lead, asbestos, PCBs or other pollutants may be present.(If required)

Any other or special insurance requirements will be addressed in the Contract Documents.

15.1.5 Certificate of Insurance. Contractor shall provide the City Risk Manager or the City Project Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required by this article within three (3) calendar days of Contractor's receipt of Notice of Intent to Award the Contract and, at any time thereafter, upon request by the City. It is Contractor's responsibility to ensure that the Risk Manager and the Contract Manager both have a current Insurance Certificate and endorsements at all times.

15.1.6 Notice. Contractor's insurance policies shall be endorsed to provide the City with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:

City of West Palm Beach

Attn: Risk Management Division

401 Clematis Street

West Palm Beach, Florida 33401

15.1.7 Coverage Period.

- a. If Contractor's Insurance policy is a claims made policy, then Contractor shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the Contract or any extensions or renewals of the Contract. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.
- b. In any of Contractor's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.

15.1.8 Renewal of Insurance: Contractor shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, Contractor shall be responsible for submitting a new or renewed insurance certificate/ endorsements to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate which covers the contractual period, Owner may suspend this Agreement until such time as the new or renewed certificate/endorsements are received by City.

15.1.9 Minimum Coverage: Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as is available to him under any other provisions of this Agreement or otherwise in law or equity.

15.1.10 Subcontractors. Contractor shall be entirely responsible for securing Certificates of Insurance coverage as set forth above from all subcontractors who are engaged in the Work.

15.1.11 Waiver of Subrogation. The City and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages

caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the Contract or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the City as trustee. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

15.1.12 Survival. The provisions of this General Condition shall survive the expiration or termination of the Contract.

15.2 Indemnification.

Contractor shall indemnify and hold harmless the City, its commissioners, officers, employees and agents ("Indemnified Parties"), from and against any and all liabilities, damages, losses and costs, including reasonable attorneys' fees and costs, to the extent the same are caused by: (i) an act, negligence, recklessness or intentional wrongful misconduct of Contractor or its subcontractors, or the officers, employees or agents of either, while engaged in or about the performance of the Work; or while in or about the project site or premises; or (ii) arising from accident or any injury to Contractor or its subcontractors while engaged in or about the performance of the Work, or while in or about the project site or premises, not caused by act of the Indemnified Parties or other contractors of City; or (iii) arising out of the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor or its subcontractor; or (iv) arising from liens or claims for services rendered for labor or materials furnished in or for the performance of the Work. This paragraph shall not be construed to require Contractor to indemnify the Indemnified Parties for such Indemnified Parties' own negligence, or intentional acts. Nothing in this paragraph shall be construed as a contractual waiver by the City of the protections and limits of sovereign immunity under Sec 768.28, Florida Statutes, nor a waiver of any defense the City may have and shall not be construed as consent to be sued by third parties based on any claims arising under this Contract. Contractor and City agree that any liability of City under the contract shall be limited to the amounts set forth in Sec. 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of the Contract. (725.06 F.S. and 768.28 F.S.).

GC 16 SUBCONTRACTORS AND SUPPLIERS

16.1 List of Subcontractors and Suppliers. Unless otherwise required to be specified in Contractor's Bid, within ten (10) days after the date of Owner's issuance of a Notice to Proceed, Contractor shall furnish to Owner in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) whom Contractor will engage as sub-contractors or suppliers for the project. Contractor shall not change such sub-contractors or suppliers without written notice to Owner, and shall not contract with a proposed person or entity to whom Owner has made reasonable and timely objection in writing, after such notice. Contractor understands and agrees that Contractor alone is responsible to Owner for all of the Work under the Contract and that any review of subcontractors, sub-subcontractors or suppliers by Owner or Engineer/Architect will not in any way make Owner responsible to any subcontractor or sub-subcontractor or suppliers.

16.2 Written Subcontracts. By appropriate written agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by terms of the Contract and Contract Documents, including but not limited to the insurance requirements for workers' compensation and general liability coverage. Owner shall be named as an intended Third Party Beneficiary in all subcontractor agreements provided such naming shall not create privity of contract between Owner and subcontractor. Each subcontract agreement shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Contract Documents, has against Owner. Where

appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the subcontractor will be bound, and, upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors. Contractor shall include in all subcontracts a provision requiring the subcontractor to consent to an assignment of the subcontract to Owner. Contractor shall, upon request, provide copies of all subcontracts to Owner.

16.3 **Required Waiver.** All subcontracts shall provide the following exact language:

"Sub-contractor "expressly waives any claims for damages which it may suffer by reason of delay caused by events beyond its' control, including delays claimed to be caused by Owner or its Engineer/Architect and agrees that its exclusive remedy shall be an extension of its contract time."

16.4 **Contingent Assignment of Subcontracts.** Each subcontract agreement is assigned by Contractor to Owner, provided that the assignment is effective only after termination of the Contract by Owner for cause and only for those subcontract agreements that Owner accepts by giving notice to the subcontractor and Contractor in writing; and subject to the prior right of the surety, if any.

16.5 **Disputes.** Any disputes which may arise between Contractor and any subcontractor must be resolved between the parties concerned. Owner will not undertake nor be in any way responsible for the resolution of such disputes between Contractor and its subcontractors.

GC 17 ENGINEER / ARCHIECT'S STATUS.

17.1 Owner has authorized Engineer/Architect will to provide observation of Contractor's activities and progress of the Work. Owner intends Engineer/Architect to make inspections of all construction, draft change orders, and verify and certify partial and/or final payments due to Contractor, as provided in the Contract Documents. Owner authorizes Engineer/Architect, during the life of the Contract to issue Contractor additional instructions, by means of drawings, minor change orders or otherwise, necessary to illustrate changes in the Work.

17.2 Owner has authorized Engineer/Architect to review and take appropriate action regarding Contractor's submittals such as shop drawings and samples, but only for the limited purpose of checking for conformance with the Contract Documents. Review of such submittal is not conducted for the purpose of determining the accuracy and completeness of other details, such a dimensions and quantities of for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor pursuant to the Contract Documents. Engineer/Architect's review does not relieve Contractor of its obligations under the Contract Documents. Engineer/Architect's review does not constitute approval of, and Engineer/Architect shall not give directions regarding, any construction means, methods, techniques, sequences, procedures, assembly or safety precautions.

17.3 Owner has authorized Engineer/Architect to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Contract or to protect the public and/or property. Engineer/Architect shall also have authority to reject all work, materials and equipment which do not conform to the Contract Documents and to decide questions raised by Contractor which arise in the execution of the Work.

17.4 Owner retains the sole authority to modify or extend the authority of Engineer/Architect.

17.5 Owner has authorized Engineer/Architect to make decisions in writing on all claims of Contractor, and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. All such decisions of Engineer/Architect shall be final.

GC 18 TERMINATION OR SUSPENSION

18.1 Owner's Right to Terminate for Cause.

18.1.1 Owner may terminate the Contract for cause if Contractor:

1. Fails to supply enough properly skilled workers or proper materials;
2. Fails to cure deficiencies after notice as provided in the Contract Documents;
3. Fails, except in cases for which extension of time is provided, to maintain an established schedule thirty (30) calendar days behind a critical path activity);
4. Fails to make prompt payments to subcontractors or for material, equipment or labor;
5. Repeatedly disregards applicable laws, codes, ordinances, regulations or permit requirements;
6. Fails to perform the Work consistent with the requirements of the Contract Documents;
7. Materially fails to comply with substantial and final completion dates as required in the Contract Documents;
8. Abandons or refuses to perform any portion of the Work;
9. Is otherwise in substantial breach of the Contract Documents;
10. Files a bankruptcy petition or has a bankruptcy action commenced against it that is not discharged within thirty (30) calendar days, or make an assignment for the benefit of its creditors, or has a receiver appointed to manage Contractor's assets, or is otherwise becoming insolvent.

18.1.2 When any of the above reasons exist, Owner may, without prejudice to any other right or remedy, and after giving Contractor and its Surety ten (10) calendar days written notice, terminate the employment of Contractor and, subject to any prior right of the surety:

- (1) Exclude Contractor from the site and take possession of the premises and of all materials, equipment, tools and appliances thereon owned by Contractor;
- (2) Accept assignment of subcontract pursuant to GC 16.4 and
- (3i) Finish the Work by whatever reasonable means Owner deems expedient.

18.1.3 When Owner terminates for cause, Contractor shall not be relieved from any of its obligations under the Contract Documents, and shall not be entitled to receive any further payment until Owner's costs to complete the Work is determined. In no event shall Contractor receive any payment for Work finished by Owner.

18.1.4 Owner shall determine its costs incurred in completing the Work, including fees and charges to contractors, fees of Engineer/Architect, attorney and other professional fees, court costs and other damages incurred by Owner. Owner shall not be required to obtain the lowest price for the work to be performed, but the costs paid by Owner must be reasonable. If the unpaid balance of the contract price shall exceed Owner's costs to finish the Work, the excess shall be paid to Contractor. If Owner's costs exceed the unpaid balance, Contractor shall pay the difference to Owner. This obligation for payment shall survive termination of the Contract and final payment.

18.1.5 Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect

18.1.6 If Contractor's surety is directed or agrees to complete the Work, then all payments due after termination shall be made to the surety until the Work is complete and/or the Contract price has been

expended. The surety shall then be responsible for all of the obligations and duties of Contractor under the Contract Documents and shall be bound by the conditions of the Contract Documents, this Contract and the Bond to fulfill all obligations of the Contract Documents for the contract price in effect as of termination. The surety may not assign those obligations without the written consent of Owner. The surety shall be responsible for the payment of all costs relating to the termination of the employment of Contractor. Contractor and its surety shall be jointly and severally liable for all costs in excess of the contract price for completion of the Work and for liquidated damages.

18.1.7 If, upon termination for cause it is determined that Contractor was not in default, the rights and obligations of the parties shall be as if the notice of termination has been issued for Owner's convenience.

18.2 **Suspension or Termination by Owner for Convenience.**

18.2.1 **Suspension for Owner's Convenience.** Owner may, at any time, without cause, order Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as Owner may determine, for Owner's convenience. If Owner orders a suspension for convenience, the contract price and contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.

18.2.2 **Suspension for Cause.** Owner may, at any time order Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as Owner may determine, if Owner or Engineer/Architect has determined such suspension is necessary to ensure the proper execution of the Contract or to protect the public and/or property or to comply with law or other cause under the Contract. If Owner orders a suspension for cause, no claim for damages or any claim, other than for an extension of time, shall be made or asserted against Owner by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of such suspension of the Work.

18.2.3 **Termination by Owner for Convenience.** Owner may, at any time, without cause, order terminate all or a portion of the Contract for Owner's convenience when the City determines that continuation of the Contract would not produce beneficial results commensurate with the expenditure of public funds. Upon such termination, the contract price earned to the date of termination shall be paid to Contractor, but Contractor waives any claim for damages, including loss of profits arising out of or related to the early termination. Contractor may not recover overhead or profit for work not performed. Those Contract provisions which by their nature survive final payment shall remain in full force and effect.

18.3 **Contractor Obligations Upon Termination.** Upon receipt of written notice from Owner of termination, Contractor shall: (i) cease operations as directed by Owner in the notice; (ii) take actions necessary, or that Owner may direct for the protection and preservation of the Work; (iii) except for Work directed to be performed prior to the effective date of termination stated in the notice, and if directed by Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and (iv) turn over all marked up Construction Drawings and record set documents showing progress to date. Owner may assume and become liable at its sole discretion for obligations, commitments and unsettled contractual claims that Contractor has previously undertaken or incurred in good faith in connection with said project. Owner shall reimburse Contractor for any unpaid and earned cost of the project as of the date of termination, less damages or setoffs applicable under the Contract Documents. Contractor shall, as a condition of receiving the payments referred to herein, execute and deliver all such papers and take all such steps including the legal assignment of his contractual rights, as Owner may require for the purpose of fully vesting in him the rights and benefits of Contractor under such obligations or commitments.

18.4 **Termination by Contractor.** Contractor may terminate this Contract if the Work is stopped for a period exceeding thirty (30) consecutive days, through no fault of act of Contractor or subcontractor or their suppliers or other person or entities performing Work under direct or indirect contract with Contractor, if order of a court or other public authority having jurisdiction requires all Work to be stopped; or an act of government, such as declaration of emergency, requires all Work to be stopped.

CG 19 LIQUIDATED DAMAGES

19.1 **Liquidated Damages.** If the actual completion date for substantial completion or final completion occurs later than the time indicated in the Contract Documents or later than the scheduled completion date if a duly authorized change order for time is issued, liquidated damages in the amount(s) set forth in the Contract Documents shall be paid by Contractor for unexcused delay in performance of the Work. The reasonableness of the amount is agreed. No liquidated damages shall be charged for periods of authorized delay or suspension. Contractor agrees that Owner's actual delay damages in the event of unexcused delay are difficult to ascertain and therefore the parties agree that the sums established in the Contract Documents are reasonably related to what damages Owner may suffer by the delay and are enforceable liquidated damages and not penalties. Contractor further acknowledges that Owner is entitled to deduct any liquidated damages to which Owner is entitled from the final payment to Contractor. If the amount of liquidated damages due to Owner exceeds the final payment amount, Contractor shall pay the difference to Owner. This obligation for payment shall survive termination of the Contract and final payment. Owner does not waive any rights or other remedies under the Contract by the collection of liquidated damages. Liquidated damages will continue to be charged to the contract in the event of Contractor's default and continuation of the Work by Owner or surety.

GC 20 CLAIMS AND DISPUTES

20.1 **Contract Interpretation.** The Contract Documents, including the contract, the Bid Package, and the ITB, which are incorporated into the contract in their entirety, embody the entire agreement and understanding of the parties with respect to the Project and the Work and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents. In the event of a conflict between or among any of the terms of the Contract Documents, the order of precedence for deciding which document shall control shall be as follows:

First Priority:	Approved Change Orders, addenda or amendments
Second Priority:	Specifications (quality)
Third Priority:	Drawings (location)
Fourth Priority:	Special Terms / Supplemental Conditions
Fifth Priority:	General Conditions
Sixth Priority:	Contract
Seventh Priority:	Invitation to Bid
Eighth Priority:	Contractor's Bid

In any event of inconsistency, however, the latest, and more stringent, or technical, or the greater quantity requirements shall control the work to be performed by Contractor.

20.2 **Notice of Claims or Dispute.** Notwithstanding any other notice provisions in the Contract Documents, all claims, difficulties and disputes which may arise relative to the technical interpretation of the Contract Documents and fulfillment of the contract as to the character, quality, amount and value of any Work done and materials furnished, or proposed to be done or furnished; or claims or disputes regarding a request for a change order which has been denied; or any claims or disputes of whatever nature between Owner and Contractor shall be initiated by written notice from Contractor to Owner with a copy sent to

Engineer/Architect ("Claim Notice"). Unless otherwise specifically provided by law, claims must be initiated within twenty-one (21) calendar days after occurrence of the event giving rise to such claim or within twenty-one (21) calendar days after Contractor first recognizes the condition giving rise to the claim, whichever is later. The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled for the specific event or claim. **THIS GC 20.2 PROCEDURE DOES NOT APPLY TO CONTRACTOR CLAIMS FOR CHANGES TO THE CONTRACT TIME DUE TO DELAY THAT HAVE BEEN WAIVED BY CONTRACTOR PURSUANT TO GC 8. THE PROCEDURE IN GC 20.2 MAY NOT BE USED TO REVIVE A REQUEST FOR CHANGES IN THE CONTRACT TIME THAT HAS BEEN WAIVED BY CONTRACTOR FOR FAILURE TO STRICTLY COMPLY WITH THE REQUIREMENTS OF THE CONTRACT FOR SUBMITTING A REQUEST FOR CHANGE IN THE CONTRACT TIME OR TO STRICTLY COMPLY WITH THE REQUIREMENTS OF THE CONTRACT FOR SUBMITTING A NOTICE OF CLAIM OR DISPUTE UNDER THIS GC 20.2.**

20.3 **Continuing Performance.** In the event of any claim or dispute, Contractor shall continue to diligently make progress on all Work, unless otherwise directed by Owner, and Owner shall continue to make payments in accordance with the Contract Documents. The Parties shall continue to perform under the Contract Documents pending resolution of any disputes. If the dispute regards payment or money, Contractor shall be obligated to proceed with all Work without waiving its claims under dispute. In the event of a claim or dispute, Owner may issue unilateral change orders to pay Contractor what Owner/Engineer considers equitable for the claim and Contractor shall be allowed to submit a claim for the balance of Contractor's request. During the pendency of any dispute and after a determination thereof, Contractor, Owner and Engineer/Architect shall act in good faith to mitigate any potential damages including utilization of construction schedule changes.

20.4 **Decisions on Aesthetics.** Engineer/Architect's decision on matters relating to aesthetic effect will be final if consistent with the intent of the Contract Documents.

20.5 **Payment Disputes.** With respect to disputes regarding payment requests:

- a) The Owner must commence proceeding to resolve the dispute with thirty (30) days after the complete payment request was received by Owner.
- b) The Owner must provide its final decision regarding the payment dispute within forty-five (45) days after the complete payment request was received by Owner.
- c) If the dispute is resolved in favor of the Owner, interest charges begin to accrue 15 days after the date of the owner's final decision. If the dispute is resolved in favor of the Contractor, interest charges begin to accrue as of the original date the payment became due.
- d) The undisputed portion of the payment request must be paid twenty (20) business days after receipt of the request.

Payment disputes may not include disputes that were waived by Contractor for failure to strictly comply with the requirements of GC 8 or GC 20.

20.6 **Subcontractor Disputes.** Any disputes which may arise between Contractor and any subcontractor must be resolved between the parties concerned. Owner will not undertake nor be in any way responsible for the resolution of such disputes between Contractor and its subcontractors.

20.7 **Dispute Process.**

20.7.1 **Minor disputes.** Following is the process for disputes involving Thirty Percent (30%) or less of the Contract Price, provided the sum is less than \$1 Million, or Sixty (60) days or less in contract time.

- a) Within ten (10) business days after receipt of Contractor's claim or inquiry, or such longer time as the Parties may agree, Engineer/Architect shall respond in writing to Contractor's request. Such

response may include a request for additional information from Contractor or with a decision regarding the claim or inquiry. If the response requests additional information, within ten (10) business days after receipt of Engineer's request for additional information, Contractor shall either provide such additional information or notify Engineer in writing that Contractor will not provide such additional information. Upon receipt of the response from Contractor, or if no response is received by the end of the ten (10) business day period, Engineer shall, within ten (10) business days, respond in writing to Contractor with a final decision on the claim or inquiry.

- b) If Contractor protests the Engineer/Architect's decision, Contractor may file a written protest with Engineer/Architect and Owner within ten (10) business days of the date of Engineer/Architect's response. Contractor shall state clearly and in detail the basis for the protest. Failure to file the written protest within the required time will act as a waiver of the protest by Contractor, and bar Contractor from bringing a claim or initiating a dispute resolution proceeding against Owner relating to Contractor's claim or inquiry.
- c) Said protest shall be reviewed and a written decision issued by Owner within thirty (30) calendar days. The decision of the Owner shall be final.
- d) If a decision of the Owner's Representative involves a change to the contract time or contract price, such decision shall be subject to preparation and submittal of a change order request to Owner pursuant to GC 8, 9 and 10, as applicable.
- e) Contractor may not file a court action to protest a final decision by Owner's Representative, or subsequent Change Order approved by Owner, until after the date of final completion of the Work.

20.7.2 Other disputes. Following is the process for disputes of a single claim involving more than thirty percent in contract price or more than \$1 Million, or more than sixty (60) days in contract time. Multiple claims cannot be added together to fall within this provision.

- a. Within ten (10) business days after receipt of Contractor's claim or inquiry, or such longer time as the Parties may agree, Engineer shall respond in writing to Contractor's request. Such response may include a request for additional information from Contractor or with a decision regarding the claim or inquiry. If the response requests additional information, within ten (10) business days after receipt of Engineer's request for additional information, Contractor shall either provide such additional information or notify Engineer in writing that Contractor will not provide such additional information. Upon receipt of the response from Contractor, or if no response is received by the end of the ten (10) business day period, Engineer shall, within ten (10) business days, respond in writing to Contractor with a final decision on the claim or inquiry.
- b. If Contractor protests the Engineer's decision, Contractor may file a written protest with Engineer and Owner's Representative within ten (10) business days of the date of Engineer's response. Contractor shall state clearly and in detail the basis for the protest. Failure to file the written protest within the required time will act as a waiver of the protest by Contractor, and bar Contractor from bringing a claim or initiating a dispute against Owner relating to Contractor's claim or inquiry.
- c. Said protest shall be reviewed and a written decision issued by Owner's Representative within twenty (20) calendar days.
- d. Within ten (10) business days after receipt of Owner's Representative's written decision, either Contractor or Owner may, with written notice to the other party, refer the matter to Contract Arbitration in accordance with GC 20.7.3.

20.7.3 Contract Arbitration.

a. To prevent disputes and litigation, the parties have agreed to have a Contract Arbitrator render non-binding decisions on referred disputes pursuant to GC 20.7.2(4). The Contract Arbitrator will have exclusive jurisdiction over the matter referred to the Contract Arbitrator. Within ten (10) business days of notice of referral, the referring party must provide a written statement to the Contract Arbitrator detailing the contested matter, such party's basis for its position, together with such proffered written testimony and documentation as such party wants considered by the Arbitrator, and a recommended order resolving the dispute. The referring party's written statement must also contain a statement that any contract time or contract price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination, and the referring party will be deemed to have waived any other time or price adjustments that could have been claimed by the party at the time of submittal. Contractor may not assert any claim that has been waived by Contractor under the provisions of the Contract. Within fifteen (15) business days of receipt of the referring party's written submittals to the Contract Arbitrator, the other party must provide a written response statement to the Contract Arbitrator detailing the contested matter, such party's basis for its position, together with such proffered written testimony and documentation as such party wants considered by the Arbitrator, and a recommended order resolving the dispute. The Contract Arbitrator must follow the provisions of the Contract and cannot vary the terms of the Contract or revive any previously waived Contractor claims. The Contract Arbitrator may not consider any claims by Contractor based on alleged oral modification of either the written Contract or written directive. Any statutory or contractual limitation period applying to the dispute will be tolled ***only from the date the dispute is referred to arbitration to the date the Contract Arbitrator serves a decision on the Parties following declaration of a mediation impasse as set forth below, and such tolling does not revive any disputes waived prior to the referral to arbitration.***

b. Absent agreement between the Parties, no pre-arbitration discovery may be conducted, and no Party may request documents or sworn testimony from the other Party, or any engineer, consultant, expert, insurer, surety, subcontractor or other person affiliated with a Party relating to the matters to be arbitrated. The Contract Arbitrator must schedule a meeting of the parties within fifteen (15) business days after receipt of the written statements from the parties, or as soon thereafter as possible, to resolve the contested matter. After the non-binding arbitration has concluded, the Contract Arbitrator must prepare and sign a written non-binding arbitration decision but may not present or disclose the decision to the parties. Prior to releasing the written decision to the parties, the Contract Arbitrator may inquire if either of the parties' desire to participate in a mediation of the dispute. If either party notifies the Contract Arbitrator within ten (10) business days after the request that the party desire to participate in a mediation of the dispute, the Contract Arbitrator will schedule a mediation with the parties and will act as the mediator. If no mediation is requested, or if a mediation is held then in the event of an impasse is declared in the mediation, the Contract Mediator will release the written decision of the arbitration to the parties. The Contract Arbitrator's decision will be non-binding on the parties, but if the parties did not settle the dispute in mediation, and either Party does not agree with the decision, that Party must file a court action to resolve the dispute within five (5) business days after the next regularly scheduled City Commission meeting after receipt of the notice of the Contract Arbitrator's decision or the Party will be deemed to have accepted the Contract Arbitrator's decision which Contractor Arbitrator's decision will then be binding on the Parties and non-appealable. Neither party may commence litigation prior to issuance of a decision by the Contract Arbitrator.

c. The Contract Arbitrator's decision will become binding and final only if no Party files a Complaint in the 15th Judicial Circuit of Palm Beach County, Florida, within twenty (20) days of service of the Non-Binding Arbitration Decision. If no complaint is filed within the time provided, either Party may file an action to enforce the decision and the decision may be referred to the presiding judge in the case who must enter such orders and judgments as are required to carry out the terms of the decision, which orders will be enforceable by the contempt powers of the court,

and for which judgments execution will issue on request of a party. If a complaint is filed within the time provided, no Party may seek to admit the decision as evidence in the Court proceedings, and no Party may make any reference to the non-binding Contract Arbitration or mediation or any statements or arguments or proffer of evidence or evidence presented or any comment or action of the Arbitrator in the non-binding Contract Arbitration or mediation. This provision is not intended to prevent any Party from obtaining through discovery or seeking to admit documents or testimony obtained outside the Arbitration and mediation proceedings. If, however, a Party has made an offer of judgment or demand for judgment in any litigation, then in compliance with Fla. Stat. Sec. 768.79, the decision may be offered to the Court only in proceedings to enforce an accepted offer or to determine the imposition of sanctions under Fla. Stat. Sec. 768.79, and then solely as a factor for the Court to consider pursuant to Fla. Stat. Sec. 768.79 (7)(a) or (b).

20.7.4 Contract Arbitrator. Within sixty (60) days following execution of the Contract, the parties will meet to select and agree, in writing, on a Contract Arbitrator. The Parties may agree, at any time, to the appointment of an alternate Contract Arbitrator in the event no Contract Arbitrator has been selected, or the primary Contract Arbitrator is unable or unwilling to resolve a given dispute or cannot meet and review the claim within a reasonable time. The Parties will enter into a mutually agreeable Contract Arbitration Agreement(s) with the Contract Arbitrator to implement GC 20.7.3, which agreement(s) will provide that the Contract Arbitrator's costs and expenses will be borne equally by the Parties.

20.7.5 A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.

20.8 Waiver of Chapter 558, Florida Statutes. Pursuant to Section 558.005(1), Contractor and Owner agree to opt out of the requirements of Chapter 558, Florida Statutes.

20.9 Waiver of Arbitration. EXCEPT AS PROVIDED IN GC 20, OWNER AND CONTRACTOR AGREE AND EXPRESSLY WAIVE ANY AND ALL PROVISIONS REGARDING ARBITRATION, INCLUDING ANY AND ALL PROVISIONS REGARDING ARBITRATION AS A CONDITION PRECEDENT TO LITIGATION CONTAINED ELSEWHERE IN ANY CONTRACT DOCUMENTS.

GC 21 PROJECT RECORDS AND RIGHT TO AUDIT

21.1 Contractor shall preserve all Records (as defined herein) pertinent to this Contract for the required retention period specified by Florida law or for a minimum period of ten (10) years after Final Completion, or whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or litigation related to the contract has been initiated and all appeal periods have not yet expired, the records shall be retained until resolution of the audit findings or conclusion of all litigation and appeals.

21.2 Records for all contracts, specifically including, but not limited to, lump sum contracts (i.e., fixed-price or stipulated sum contracts), unit price, cost-plus, or time and materials contracts, with or without guaranteed maximum (or not-to-exceed) amounts shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Such audits may be performed by any City representative or any outside representative engaged by City for the purpose of examining such records. City, or its designee, may conduct such audits or inspections throughout the term of this contract and for a period of three years after Final Completion, or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, subcontractors, and vendors.

21.3 Contractor's "records" as referred to herein shall include any and all information, materials and data of every kind and character (hard copy, as well as computer readable data if it can be made available), including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the County in connection with the Contractor's dealings with the City to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with Contract Documents
- b) Compliance with County's codes of ethics
- c) Compliance with Contract provisions regarding the pricing of change orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by the Contractor including subcontractors, or any of its other payees.

21.4 In accordance with Sec. 119.0701, Fla. Stat., Contractor must keep and maintain this Contract and any other records associated therewith and that are associated with the performance of the Work. Contractor shall ensure that any exempt or confidential records associated with this Contract, including all plans and specifications for public buildings, facilities and security systems are not disclosed except as authorized by law. Finally, Contractor shall retain the records described in this paragraph throughout the performance of the Work and, at the conclusion of the Project, transfer all such records to the City, at no cost to the City, and destroy any duplicates thereof. Records that are stored electronically must be transferred to the City in a format that is compatible with the City's information technology systems. Contractor shall direct any requests for public records regarding this Contract to the City Clerk.

21.5 City's authorized representative(s) shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement. City, or its designees, shall have the right to audit, review, examine, inspect, analyze, and make copies of all written, electronic or other form of records, as described herein, in its original or written form, at a location within Palm Beach County during the term of the Contract or its required retention period. Contractor agrees to allow the City, or its designees, access to all of its records, facilities and current or former employees deemed necessary by City. City reserves the right to conduct such audit or review at Contractor's place of business, if necessary, with 72 hours advance notice. Contractor agrees to provide adequate and appropriate work space.

21.6 In addition to the normal documentation Contractor typically furnishes to the City, in order to facilitate efficient use of City resources when reviewing and/or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History To Date	.pdf and Excel

Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

21.7 Contractor shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this Article by including the requirements hereof in a written agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Agreement.

21.8 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment reliant upon such entry.

21.9 If an audit inspection in accordance with this condition discloses overpricing or overcharges (of any nature) by Contractor to Owner in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Contractor and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Contractor within 45 days from presentation of Owner's findings to Contractor. Failure by Contractor to permit such audit shall be cause for termination of this Contract by Owner. In addition to the foregoing, Contractor consents to Owner requesting from the insurance carriers confirmation of all fees paid to Contractor arising out or related to Owner's insurance coverages during the term of the Contract.

GC 22 WARRANTY INSPECTION. Between forty-five (45) days and thirty (30) days prior to expiration of the warranty period(s), Contractor shall conduct, at its expense, with Owner and Engineer/Architect, a warranty inspection of the Work. Additionally, upon receipt of notice from Owner of failure of any part of the warranted Work, equipment or materials during the warranty period, the defective Work, equipment parts or materials shall be replaced promptly with new equipment parts (or new equipment) and materials by Contractor, at no expense to Owner. This provision shall survive expiration or termination of the Contract. The failure of Contractor to conduct the Warranty inspection(s) shall extend the Warranty period until thirty (30) days after the Warranty inspection(s) are undertaken.

GC 23 ROYALTIES AND PATENTS. Contractor shall pay for all royalties and license fees. Contractor indemnifies and shall defend and hold harmless from and against all claims, obligations, losses, costs, damages and expenses, including attorney fees in connection with any claims or actions based upon infringement of any patent arising out of the use of any materials or equipment or processes furnished or employed by Contractor under the Contract, unless a particular design, process or product of a particular manufacturer is required by the Contract Documents or where copyright violations are contained in the Construction Drawings or specifications prepared by Engineer/Architect or Owner. If Contractor has reason to believe any required design, process or product is an infringement of a copyright or patent, Contractor shall immediately provide notice to Engineer/Architect.

GC 24 SOLE SOURCED PRODUCTS OR PROCESSES. Sole sourcing products or processes occur when the Engineer/Architect specifies a proprietary product or process within the Contract Documents which results in the exclusion of other products or processes that may perform the same or similar function. Sole sourcing must be justified by the Engineer/Architect, and reviewed and approved by FDOT which will issue a Proprietary Product Certification (Form 110) if approved. Sole sourcing shall be used only when a single product is acceptable which is supported by justifications that factually and technically support the sole sourcing of the proprietary product or process. Sole sourcing must be reasonable and necessary to fulfill the project's needs, and it must be clearly described why similar products do not meet the project's needs. Upon FDOT's approval of Sole Sourced Product, the Contract Documents will be updated to include approved modifications to specifications and any necessary pay item requests.

CITY OF WEST PALM BEACH
CONSTRUCTION CONTRACT

Project:

S A M P L E

Project No.:

ITB No.

Contract No.

Contractor Firm:

Contractor Address:

Email:

Telephone: ()

FEI/EIN # _____

City Project Manager:

City Professional:

_____. If no Professional listed, City's Project Manager shall perform the responsibilities of the Professional.

THIS CONTRACT is made and entered into by and between the **CONTRACTOR** identified above and the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida, whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "City").

WHEREAS, the City caused to be prepared specifications, drawings and other contract documents for certain work and issued an Invitation to Bid ("ITB") for the above-described project; and

WHEREAS, the Contractor submitted its Bid in response; and

WHEREAS, the City determined that the Contractor's Bid represents the best value to City and wishes to contract with Contractor under the terms and conditions contained in the Invitation to Bid;

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the City and Contractor understand and agree as follows:

1. **Scope of Work.** The Contractor shall furnish the construction services required of Contractor by the Contract Documents, or necessary for the complete and proper construction of the Project, if not expressly indicated or called for in the Contract Documents, and includes all labor, equipment, machinery,

tools, materials, manufactured articles, supplies, documents, permits, traffic control, transportation, security and other services and incidentals, including fuel, power, light, water, sanitary facilities, temporary facilities and essential communications, and the costs of bonds, insurance, permitting, taxes warranties, general conditions, overhead and miscellaneous costs, necessary to perform the Project/ work (as defined below, in the Construction Drawings, technical specifications and General Conditions) to fulfill Contractor's obligations under the Contract, as described in the Scope of Work detailed in the ITB and in:

Technical specifications and drawings for the Project prepared by _____, dated _____, project number _____ (the "Contract Drawings").

The work shall include the items described in the Base Bid (plus Alternates: N/A).

(collectively, the "Project or the Work").

2. **Contract Price.** The City agrees to pay the Contractor for the completion of all Work, including all equipment, vehicles, tools, fuel, insurance, taxes, permits, fees, transportation, and all incidentals necessary to perform the Work, in accordance with the Contract Documents. Contractor will accept, as full compensation for completion of the Work the sum of:

_____ and XX/100 Dollars (the "Contract Price"),

subject only to adjustment as provided in the General Conditions. Payments shall be made in accordance with the General Conditions.

☐ (check if applicable) **Contingency.** City and Contractor agree the Project budget shall include City's contingency, which shall be utilized in accordance with the General Conditions, in the amount of _____.

3. **Contract Time.** Time is of the essence of this Contract. Contractor shall proceed with the Work and shall conform to the Project schedule. Work shall commence on the date indicated in the Notice to Proceed issued by City and fully completed in accordance with the General Conditions, with such extensions of time as are provided in the General Conditions (the "Contract Time").

Substantial Completion shall be: _____ days from Notice to Proceed.

Final Completion shall be: _____ days from Notice to Proceed.
(Final completion shall not be less than 45 days from Substantial Completion).

4. **Liquidated Damages.** As of the date of this Contract, the actual damages City and the public may suffer as a result of the failure to complete the Work within the Contract Time are not ascertainable. If said Work is not substantially completed, and then fully completed, within the Contract Time, as may be adjusted, the Contractor shall be liable and hereby agrees to pay to the City as liquidated damages, and not as a penalty, for each and every calendar day or part of a day that said Work remains incomplete, the following sum:

Liquidated Damages: _____ per calendar day for each day or part of a day after scheduled substantial completion that Substantial Completion is not achieved.

_____ per calendar day for each day or part of a day after scheduled final completion and Final Completion is not achieved.

5. **Construction Bond.** Unless indicated below, Contractor will record the required public construction bond with the Clerk of the Court in the Public Records of Palm Beach County and provide a certified copy of the recorded bond(s) prior to commencing Work and submittal of first invoice.

☐ (check if applicable) Construction bond(s) not required and Contract Price is less than \$200,000.

Project Mgr. Initials: _____.

6. **Small Business Participation.** The City's Small Business Program is set forth in Sec. 66-221 of the City Code, and is incorporated into this Contract by this reference. Terms in this section shall have the meanings established in the Code. The small business participation goal for this Contract is

SB Goal 0% of the total Contract Price.

*this Contract is governed by FDOT's DBE program which has a race neutral program with a 10.67% goal.

Contractor shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow City to inspect and audit such records

7. **Local Workforce Participation.** Not Applicable

8 **Living Wage.** Not Applicable

9. **Special Terms.**

C. All Special Terms set forth in Section 4 of the Invitation to Bid are fully-incorporated into this Contract by this reference.

D. ☒ (check if applicable) **Grant Requirements.** This Contract is funded by a grant and the grant requirements applicable to this Contract are made part of the Contract Documents. All LAP Required Provisions (FDOT) set forth in Section 3 of the Invitation to Bid are attached to this Contract as an Exhibit and are fully incorporated into this Contract.

10 **Change Order.**

10.1 Except as otherwise provided in the General Conditions, this Contract shall only be modified by a written Change Order executed by Contractor and City. Commencing Work without a written change order or Change Directive executed by Owner in advance of commencement of work waives any claim by Contractor to an adjustment to the contract price and the contract time related to such Work.

10.2 It is expressly and specifically agreed that any and all claims for changes to the contract time due to delay shall be waived if not submitted in strict accordance with the requirements of the General Conditions.

10.3 Contractor waives all of its rights, including, but not limited to, claims for contract time and contract price adjustments if the Contractor fails to strictly comply with the requirements of General Condition 20.

11. **Contractor's Understanding.** It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the Work, and the general and local conditions. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site,

reviewed any design criteria furnished by City, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor deems both his inspection of the site and review of information furnished by City to be an adequate investigation. Contractor represents that the plans and specifications are consistent, practical, feasible and constructible within the scheduled construction time. Contractor affirmatively covenants that Contractor has observed no defects or discrepancies in the plans, specifications or site and that if during construction any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the City.

12. Records Maintenance.

12.1 Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least ten (10) years after final payment, or the final resolution of any related litigation. City shall have access to all records, documents, and information collected and/or maintained by Contractor and its subcontractors, material men and suppliers in the course of the contract. If records are unavailable locally, it shall be Contractor's responsibility to insure that all required records are provided to City at Contractor's expense.

12.2 Public Records. Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, specifications, maps, correspondence, computer files, emails, and/or reports prepared in order to perform the Work under this Contract. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by City.

12.3 A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City.

12.4 Upon completion of the contract, Contractor shall transfer, at no cost, to the City all public records in possession of Contractor. Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

12.5 Failure of the Contractor to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

12.6 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, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

13. **Ethics Requirements.**

13.1 Contractor shall comply with the ethics requirements of the City Code and the Palm Beach County Ethics Code.

13.2 **Conflicts of Interest.**

- a. Contractor represents that it has not given or accepted a kickback in relation to the Contract and has not solicited the Contract by payment or acceptance of a gratuity or offer of employment.
- b. Contractor represents that it has not solicited the Contract by payment of a gift or gratuity or offer of employment to the mayor or members of the City of West Palm Beach commission, any official, department director, head of any City of West Palm Beach agency, employee of the City of West Palm Beach, any City of West Palm Beach agency or selection committee, or member of any board, committee, or agency of the City of West Palm Beach or any of their immediate family or close personal relation (the "Conflict Group").
- c. Contractor represents that it does not employ, directly or indirectly any member of the Conflict Group.
- d. Contractor represents that neither it nor its subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any City commissioner, mayor or officer, during tenure or for 2 years thereafter, has any interest, direct or indirect.
- e. Contractor represent that no member of the Conflict Group is a stockholder of an interest of 10% or more, in any business entity affiliated with Contractor.
- f. Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to any member of the Conflict Group that provides regulation, oversight, management or policy-setting recommendations regarding Contractor or its business.
- g. In the event Contractor is permitted to utilize subcontractors to perform any Work under the Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any such conflicts of interest.

13.3 **Lobbying Certification.** Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the state in connection with the Contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

13.4 **Non-Collusion.** Contractor certifies that it has not entered into any agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other bidders or contractors. (Fla. Stat. Sec. 838.22).

13.5 **Inspector General.** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the Contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by City to be a material breach of the Contract justifying its termination.

14. **Compliance with Laws.**

14.1 **Compliance with Laws.** Contractor shall comply with all applicable City, State and Federal laws relating to the scope of work under this Contract, now or hereafter in effect. It shall not be grounds for a change order that Contractor failed to investigate the codes and regulations of all applicable government agencies with jurisdiction over the Work.

14.2 **Non-Discrimination.** In performing under the Contract, Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation. Contractor or its subcontractor shall not unlawfully discriminate (as proscribed by federal, state, county, city and any other local law) against any employee, city employee working with Contractor or its subcontractor, or applicant for employment with such Contractor or subcontractor on the basis of that person's race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status, or sexual orientation, or association with members of such protected classes. Contractor and its subcontractor(s) shall take action to ensure that applicants are not discriminated against and that employees are treated equally during employment.

14.3 **Discriminatory Vendor List.** In accordance with Fla. Stat. Sec. 287.134, Contractor represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

14.4 **Public Entity Crimes.** In accordance with Fla. Stat. Sec. 287.134, Contractor certifies that Contractor, its affiliates, suppliers, subcontractors and consultants who will perform under the Contract 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 of the Invitation to Bid and that execution of the Contract will not violate the statute. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

14.5 **Scrutinized Companies Lists.** Pursuant to Fla. Stat. Sec. 287.135, Contractor represents that Contractor is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Contract Price is One Million Dollars (\$1,000,000) or more, Contractor represents that neither the Contractor firm nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

14.6 **Federal Labor / Employment Laws.** In accordance with Fla. Stat. Sec. 255.20, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

14.7 **Safety and Environmental Laws.** In performing the work, the Contractor shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards, applicable environmental laws and any other applicable rules, regulations and permits. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel throughout the term of the Contract. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

14.8 **Unauthorized Aliens.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Contract. Contractor shall take all commercially

reasonable precautions to ensure that it and its sub-contractors do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States.

14.9 Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person").

14.10 Apprentices. If Contractor employs apprentices on the Project, Contractor shall notify the City, in writing, of the use of apprentices, and the behavior of Contractor and City shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. Contractor will include a provision similar to the foregoing sentence in each subcontract.

15. Indemnification. Contractor shall indemnify and hold harmless the City, its commissioners, officers, employees and agents ("Indemnified Parties"), from and against any and all claims, obligations, liability, expenses, losses and causes of action, including attorneys' fees and costs, to the extent the same are caused by: (i) an act, negligence, recklessness or intentional wrongful misconduct of Contractor or its subcontractors, or the officers, employees or agents of either, while engaged in or about the performance of the Work; or while in or about the project site or premises; or (ii) arising from accident or any injury to Contractor or its subcontractors while engaged in or about the performance of the Work, or while in or about the project site or premises, not caused by act of the Indemnified Parties or other contractors of City; or (iii) arising out of the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor or its subcontractor; or (iv) arising from liens or claims for services rendered for labor or materials furnished in or for the performance of the Work. The extent of Contractor's indemnification shall be limited to one and one-half (1 1/2) times the contract price or One Million Dollars (\$1,000,000) per occurrence, whichever is greater. This paragraph shall not be construed to require Contractor to indemnify the Indemnified Parties for such Indemnified Parties' own negligence, or intentional acts. Nothing in this paragraph shall be construed as a contractual waiver by the City of the protections and limits of sovereign immunity under Sec 768.28, Florida Statutes, nor a waiver of any defense the City may have and shall not be construed as consent to be sued by third parties based on any claims arising under this Contract. This paragraph shall survive the expiration or termination of the Contract. (725.06 F.S. and 768.28 F.S.).

16. Liens. Contractor acknowledges that no liens may attach to the subject improvements and property as a public project. Nevertheless, Contractor agrees to keep the project, the buildings thereon and the property free of liens for or on account of any work done or materials furnished under the Contract. In the event any such lien is filed, Contractor shall, within five (5) days after written notice by City, discharge the lien(s) or cause a satisfaction of such lien(s) to be recorded in the Public Records of Palm Beach County, Florida, or post a bond sufficient to release the lien(s) and cause the Clerk of the Circuit Court of Palm Beach County to discharge such lien, as may be appropriate. In the event Contractor fails to so discharge or bond the lien(s), City shall have the right, but not the obligation, to discharge or bond the lien(s) and shall have the right to retain out of any payment then due or thereafter to become due to the Contractor, monies sufficient to discharge the amount of such lien(s) and City's costs and reasonable attorneys' fees incurred.

17. **Independent Contractor.** Contractor represents that it is properly experienced, licensed, equipped and financed to perform the Work. Contractor acknowledges and agrees that it is an independent contractor of City and is not an employee of City and shall maintain control over its employees, subcontractors and work methods. All persons employed by Contractor, either directly or indirectly, are Contractor's employees or subcontractors, not City employees. Accordingly, Contractor and Contractor's employees or subcontractors are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor more specifically acknowledges that it: will not be covered by City's workers' compensation insurance; and will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

18. **Use of City Name; Logos or Seal.** Contractor will not use the name of the City of West Palm Beach in any advertising or publicity without obtaining the prior written consent of the City. Contractor will not use the City logos or seals in any document or report without the prior written consent of the City.

19. **News Releases / Publicity.** News releases, publicity releases, or advertisements relating to this ITB or resulting contract or work authorizations shall not be made without prior City approval.

20. **Termination for Non-Appropriation.** The Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of City. If funding for the Contract is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the work or services to be rendered or paid for in succeeding fiscal years. In the event funds to finance the Contract become unavailable, City may terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available. City shall be the sole and final authority as to the availability of funds.

21. **No Verbal Agreements.** No verbal agreement or conversation with any officer, agent or employee of City either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. All Contract amendments or Change Orders shall be in writing and executed by the authorized representatives of both City and Contractor.

22. **Survival.** The Contract Documents and the obligation of Contractor to perform corrective Work survive final completion of the Work and final payment.

23. **Legal Remedies.** City and Contractor may exercise those legal remedies as may be available to them with respect to any dispute arising out of the Contract Documents for which Engineer's decision is not final and a dispute resolution process is not otherwise described in the Contract Documents and which City and Contractor are unable to resolve through change order or mediation.

24. **Governing Law; Jurisdiction; Venue; Litigation.**

24.1 The Contract Documents shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions.

24.2 Contractor and City submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall lie exclusively in Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THE CONTRACT DOCUMENTS.**

24.3 In the event suit is filed to construe or enforce this Agreement, each party in such suit shall bear its own costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs through trial and appeal.

25. **Notices.** All written notices and other communications required or provided for under this Contract shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or hand delivered, to the following address and person bearing the following title for each party hereto or such other addressee or person as shall be designated by a party in a written notice given in the manner required hereby:

to City: City of West Palm Beach
Attn.: Director of Engineering
P.O. Box 3366
(401 Clematis Street (33401))
West Palm Beach, FL 33402-3366

with a copy, *not to constitute notice, to:*

City of West Palm Beach
Attn.: City Attorney
P.O. Box 3366
West Palm Beach, FL 33402-3366

to Contractor: [to Contractor at the address listed on the first page of
this Contract to the attention of the Project Manager]

26. **Specific Waiver.** Any waiver issued by City of any provision of the Contract Documents shall only be effective if issued in writing by City and shall be specific, shall apply only to the particular matter concerned, and shall not apply to other similar or dissimilar matters. Either party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in the Contract shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, agreement or undertaking at any time in the future.

27. **Headings; Index.** The headings contained in this Contract are provided for convenience only.

28. **Severability.** The invalidity, illegality or unenforceability of any provision of the Contract Documents shall not affect the validity, legality or enforceability of any other provision of the Contract Documents and the Contract Documents shall be construed and enforced in all respects as if the invalid, illegal or unenforceable provision is not contained herein.

29. **Assignment.** Contractor shall not assign the Contract as a whole or in part without the written consent of City, which may be withheld, conditioned or delayed, in City's sole discretion. Contractor shall not assign any monies due or to become due to it hereunder without the previous written consent of City and its surety, with Contractor acknowledging that until the final payment request is approved, the amount of monies due or to become due to Contractor or that may be due from Contractor to City has not been fixed or finally determined. Assigning the Contract shall not relieve Contractor or its surety from any contract obligations.

30. **No Third Party Beneficiaries.** Nothing in this Contract is intended to create, or will create, any benefits, rights or responsibilities in any third parties.

31. **Contract Documents.** The term “Contract” and or “Contract Documents” shall include all the terms and conditions and Project requirements contained in this Contract, the Invitation to Bid, on the City website(s), and the following documents, all of which taken together are incorporated herein and form the Contract Documents. The Contract Documents constitute the entire agreement between Contractor and City and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. The terms and conditions of any Invitation to Bid issued regarding the Project and work is incorporated herein and made a part of this Contract. No verbal agreement or conversation with any officer, agent or employee of City either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising this Contract. For convenience sake, all of the Contract Documents may not be attached to this Contract, but make up the Contract Documents, regardless of whether they are attached.

- ☐ Contract
- ☐ Invitation to Bid and Addendum No. _____
- ☐ Technical Specifications and Construction Drawings
- ☐ Special Terms (contained in the ITB)
- ☐ Grant Requirements (contained in the ITB)
- ☐ General Conditions (contained in the ITB)
- ☐ Contractor’s Bid and Schedule of Bid Prices
- ☐ Baseline Proposed Construction Schedule
- ☐ Substitution Sheet
- ☐ Contractor’s Material Suppliers List
- ☐ Schedule of Subcontractors – including suppliers
- ☐ Drug Free Certification
- ☐ Trench Safety Compliance Form
- ☐ Small Business – Statement of Small Business Participation & Letter(s) of Intent
- ☐ Scrutinized Corporation Certification (if applicable)
- ☐ Buy America Certificate of Compliance
- ☐ Certificate Regarding Lobbying
- ☐ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions
- ☐ Construction Contractor’s Bid Opportunity List.
- ☐ The following Contract Documents may be found at
<http://wpb.org/Departments/Engineering-Public-Works/Forms,-Permits-Applications>
 City’s Approved Materials List
 City’s Engineering Standard Details

The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents. In the event of conflict, the more specific or more recent document shall control, generally in the order provided above.

[Signatures on following page.]



CITY OF WEST PALM BEACH

Record & Return to:
CITY OF WEST PALM BEACH
ENGINEERING SERVICES
401 CLEMATIS STREET
WEST PALM BEACH, FL 33401

PUBLIC CONSTRUCTION BOND FRONT PAGE

This is the *front page* of the Public Construction Bond issued
in compliance with Florida Statute Sec. 255.05

Bond Number: _____

Owner Name: City of West Palm Beach, Florida
P.O. Box 3366
West Palm Beach, FL 33402-3366

Project Title:

Bid No.

Contractor Name: _____

Contractor's Principal Business Address: _____

Contractor's Telephone Number: _____

Surety Name: _____

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

CITY OF WEST PALM BEACH

PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, we _____ as
Principal, and _____, a
corporation, as Surety, are bound to the **City of West Palm Beach, Florida**, herein called Owner, in the
sum of \$ _____ for
payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly
and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____ between Principal and Owner, the
contract and all contract documents 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(1), 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 Owner all losses, damages, expenses, costs, and attorney's fees, including appellate
proceedings, that Owner 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.

Whenever the Principal is declared by Owner to be in default under the contract, or whenever the contract
has been terminated by default of the Principal, the Surety shall:

- a. Complete the contract in accordance with its terms and conditions, or
- b. Obtain a bid or bids for submission to the Owner for completing the contract in accordance
with its terms and conditions, and upon determination by the Owner and Surety of the best value bidder,
arrange for a contract between such bidder and the Owner and make available sufficient funds to pay the
costs of completion less the balance of the contract price and other costs and damages for which the Surety
may be liable hereunder; but not exceeding the amount set forth above. The term "balance of the contract
price" shall mean the total amount payable by the Owner to the Principal under the contract and any
amendments or change orders thereto, less the amount properly paid by Owner to Principal.

The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time
or impact-related damages. Surety shall be bound by the warranty or warranties contained in the contract
documents and shall be responsible for any and all warranty obligations or damages as a result of latent
defects or deficiencies in the work performed under the contract.

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any
and all liability, loss, cost, damage or expense including reasonable attorneys' fees, engineering and
architectural fees or other professional service which the Owner may incur or which may accrue or be
imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of



Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

its subcontractors, agents, servants and/or employees, in, about or on account of the work and performance of the contract by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or any changes do not affect Surety's obligation under this Bond.

This Bond shall remain in full force and effect through the warranty period provided in the contract documents.

Dated on: _____

(If sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

WITNESS:

PRINCIPAL:

Firm/Corporate Name

Corporate Secretary or Witness

Signature of Authorized Officer

(affix corporate seal)

Title: _____

Business Address

City

State

Zip



CITY OF WEST PALM BEACH

PARTIAL RELEASE OF LIEN

The undersigned lienor/subcontractor, in consideration of the partial payment in the amount of \$_____ hereby waives and releases its lien and right to claim a lien for services, labor, or materials furnished from _____, 20____ through _____, 20____ to:

Contractor Company Name

On the job of the CITY OF WEST PALM BEACH for the construction of:

Project Name_____

Sealed Bid/Project No._____ Contract No. _____

This Release does not cover any labor, services, or materials furnished after the date specified.

Dated on _____, 20____

Lienor's Name: _____
(SEAL) (Subcontractor Name)

Signed By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

On this ____ day of _____, 20____, (name) _____, the
(title) _____ of
(subcontractor) _____

personally appeared before me and acknowledged that he/she executed the foregoing Partial Release of Lien in his/her authorized capacity on behalf of the corporation/firm. I relied upon the following form of identification:

_____ personally known to me;



Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

_____ produced drivers license _____

_____ other (describe) _____

[Seal]

Notary Public: _____

Print Name: _____

Commission No. _____

CITY OF WEST PALM BEACH

FINAL RELEASE OF LIEN- Subcontractor

KNOW ALL MEN BY THESE PRESENTS, that

(subcontractor company name)

for and in consideration of

_____ Dollars (\$ _____)
(total amount of contract)

paid to me/us by _____, the contractor for the City of West Palm Beach, Florida, on the project listed below, receipt of which is hereby acknowledged, do hereby release and waive all liens, lien rights, claims or demands for labor, services or materials of any kind whatsoever which I/we now have or might have against the property, building, and/or for any incidental expense for the following construction work or improvements:

_____ (project name) _____ (project number)

(property address)

The undersigned acknowledges that, under Florida law, the contractor, owner and other parties have a right to rely upon this waiver and release and that making any false statements shall constitute perjury and punishment can be made in accordance with the provisions of the law.

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

(subcontractor company name)

By _____

WITNESS:

Print Name: _____

_____ Title _____

[Notary attestation on next page.]



Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

On this ____ day of _____, 20____, (name)_____, the
(title)_____

_____ of (subcontractor) _____

personally appeared before me and acknowledged that he/she executed the foregoing Final Release of Lien in his/her authorized capacity on behalf of the corporation/firm. I relied upon the following form of identification:

_____ personally known to me;
 _____ produced drivers license _____
 _____ other (describe) _____

[Seal]

Notary Public: _____

Print Name: _____

Commission No. _____



CITY OF WEST PALM BEACH

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that

(contractor company name)
for and in consideration of _____ Dollars (\$ _____)
(total amount of contract)

paid to me/us by the City of West Palm Beach, Florida, receipt of which is hereby acknowledged, do hereby release and quit claim to the City of West Palm Beach, Florida, the Owner, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever which I/we now have or might have against the property, building, and/or for any incidental expense for the following construction work or improvements:

(project name) (project number)

(property address)

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

(SEAL)

(contractor company name)

By: _____

Print Name:

Title: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

On this ____ day of _____, 20____, (name) _____, the
(title) _____ of
(contractor) _____



Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

personally appeared before me and acknowledged that he/she executed the foregoing Final Release of Lien in his/her authorized capacity on behalf of the corporation/firm. I relied upon the following form of identification:

_____ personally known to me;
_____ produced drivers license _____
_____ other (describe) _____

[Seal]

Notary Public: _____

Print Name: _____

Commission No. _____

PRIOR EXPERIENCE

(A1)

Provide references for a minimum of two (2) civil engineering projects completed within the past five (5) years that includes each of the following **project elements**: roadway/parking area construction, water main installation, pavement installation, landscaping, storm water drainage, asphalt milling and resurfacing, and maintenance of traffic. Contractor must fully and accurately complete Form A1.

BIDDER: _____

PROJECT #1

Name of Project: _____

Project Location: _____

Description of Project: _____

Indicate Project elements completed by Contractor and briefly describe:

Roadway/parking area construction: _____

Water main installation _____

Pavement installation: _____

Landscaping: _____

Storm water drainage: _____

Asphalt milling and resurfacing: _____

Maintenance of traffic: _____

Budget and Timeline of Project: _____

	Budget	Start Date	End Date
--	--------	------------	----------

Owner/Contact: _____

Name	Title	Phone Number
------	-------	--------------

BIDDER: _____

PROJECT #2

Name of Project:

Project Location:

Description of Project:

Indicate Project elements completed by Contractor and briefly describe:

Roadway/parking area construction:

Water main installation

Pavement installation:

Landscaping:

Storm water drainage:

Asphalt milling and resurfacing:

Maintenance of traffic:

Budget and Timeline of Project:

Budget

Start Date

End Date

Owner/Contact:

Name

Title

Phone Number

NOTE: Use an additional sheet(s) with the same format to include additional projects.

(A2)

LISTING OF ALL EXISTING AND PROJECTED WORK LOADS/PROJECTS

Contractor must provide a list of all existing and projected workload/projects. Contractor shall indicate those projects where the same staff, equipment and/or resources will be utilized for the City project.

BIDDER: _____

CURRENT PROJECT #1

Project Name: _____

Project Location: _____

Description of Project: _____

Start and End Dates: _____

Percentage Completed: _____ %

Same staff/equipment/resources on City project? ☐ Yes ☐ No (explain):

Owner/Contact:

Name

Title

Phone Number

NOTE: Use an additional sheet with the same format to list current workload.



Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

BIDDER: _____

CURRENT PROJECT #2

Project Name: _____

Project Location: _____

Description of Project: _____

Start and End Dates: _____

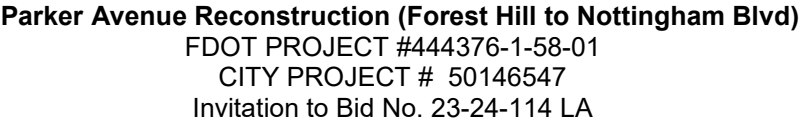
Percentage Completed: _____ %

Same staff/equipment/resources on City project? _____ Yes _____ No (explain):

Owner/Contact:

Name	Title	Phone Number
------	-------	--------------

NOTE: Use an additional sheet with the same format to list current workload.



(A3)

LIST OF MANPOWER AND EQUIPMENT

BIDDER: _____

1. Organization chart reflecting Contractor's local office or resources that would be utilized for this project.
2. Resumes of key personnel, including, but not limited to the Project Manager and Project Superintendents, who will be assigned to the project.
3. List of all Equipment Owned or Leased that would be utilized for this project.

[illegible]

(B1)

BID PACKAGE COVER SHEET

ITB 23-24-114 LA Project Title: **Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)**
 FDOT Project 444376-1-58-01, City Project # 50146547

Bidder Company Name:

1. Prior Experience (A1)
2. Listing of all Existing and Projected Workloads/Projects (A2)
3. List of Manpower and Equipment with resumes of key personnel (A3)
4. Bid Package Cover Sheet. (B1)
5. Bid (B2) **Must be signed**
6. Schedule of Bid Items (B3) **Must be signed**
7. Substitution Sheet (B4). If none, mark "none".
8. Schedule of Sub-contractors (B5). If none, mark "none".
9. Contractor Verification (B6), Check the licenses and insurance requirements to ensure that you will comply and attach copies of current licenses.
10. Reference List (B7)
11. Affidavit of Prime Bidder re Noncollusion (B8). **Sign and notarize the signature.**
12. Drug Free Certification (B9)
13. Trench Safety Compliance Form (B10)
14. Contractor's Material Suppliers (B11)
15. Buy America Certificate of Compliance (B12)
16. Certificate Regarding Lobbying (B13)
17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions (B14)
18. Bid bond or deposit (B15)
19. Construction Contractor's Bid Opportunity List (B16)
20. Scrutinized Corporation Certification (B17)
21. Equal Benefits Certification (B18)
22. Sample of Daily Report (reference section 5, 5.23)

- 23. Preliminary Safety Plan (reference section 5, 5.15)
- 24. Contractors Proposed Project Construction Schedule in CPM format (Reference section 5, 5.22)
- 25. Project Understanding and Approach. Contractor's narrative describing means and methods for constructing the Project
- 26. Resumes of the Contractors key personnel who will be assigned to the Project (reference section 5, 5.24)
- 27. FHWA-1273 Attachment A
- 28. E-Verify Attachment B
- 29. Certification of Current Capacity (FDOT Form 525-010-46) Attachment E
- 30. Scheduling/ Cost Control (pg. 10 item 3)

Clearly mark the outside lower left corner of the Envelope with the Invitation to Bid number and title, and the date and time for the bid closing deadline.

Submit ONE (1) ORIGINAL, ONE (1) ELECTRONIC VERSION and ONE (1) COPY of Bid PACKAGE.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms.

All federal forms including but not limited to the following, must be fully completed and executed:

- Buy America Certificate of Compliance (B12)
- Certificate Regarding Lobbying (B13)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions (B14)

Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.

All Forms must be fully completed. Failure to fully or accurately complete these forms may be cause for rejection of the bid.

(B2)

BID

ITB 23-24-114 LA

Proposal of : _____
(Bidder Company Name)

Base Bid Amount: \$ _____

(Write Dollar Figure Here)

The Bidder agrees to furnish the construction services required or necessary for the complete and proper construction of the Project, if not expressly indicated or called for in the Contract Documents, and includes all labor, equipment, tools, materials, manufactured articles, supplies, documents, permits, transportation and services, including fuel, power, water and essential communications, to be provided by Contractor to fulfill Contractor's obligations under the contract and shall execute and complete, to the satisfaction of Owner and in accordance with the terms and conditions of the Contract Documents, all Project work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. No Lobbying. Bidder acknowledges that contact by Bidder, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.
2. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
3. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
4. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
5. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of \$ _____.
6. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.
7. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.

8. Bidder understands that the contract time starts on the date of Notice to Proceed.
9. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
10. Substantial completion shall be within (220) calendar days. Final completion shall be in (265) calendar days.
11. Liquidated damages for delay are agreed to be **Three thousand eight hundred nineteen dollars (\$3,819.00)** per calendar day.
12. Small Business participation for this project is N/A. The FDOT Disadvantaged Business Enterprise (DBE) Program is applicable pursuant to the Federal Required Contract Provisions. FDOT currently has a race neutral program with a **10.67% goal**.
13. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.
14. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.
15. The City reserves the right to select and include one or more alternates in the Project and work.
16. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

<i>Name</i>	<i>Address</i>
<hr/>	
<hr/>	

17. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>
<hr/>	
<hr/>	

18. Bidder certifies that it has not been placed on the Convicted Vendor List maintained by the State of Florida for a period of 36 months from the date of this Bid.
19. Bidder certifies that it has not been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

20. Bidder certifies that Bidder's company, principals, or owners are not listed on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. If this Bid is equal to or greater than One Million Dollars (\$1,000,000), Bidder further certifies that Bidder's company, principals, or owners are not listed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba.

21. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

22. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

23. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

24. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: _____

Business Address: (Street, City, State, Zip Code) _____

State of Incorporated: _____ Telephone: _____ Fax: _____

BIDDER:

Signature of Official authorized to bind Bidder.

Print Name: _____

Title: _____

Date: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B3)

SCHEDULE OF BID ITEMS

PLEASE SEE EXCEL WORKSHEET ATTACHED.

SCHEDULE OF BID ITEMS

ITB 23-24-114 LA

PROJECT NUMBER: #444376-1-58-01, CITY PROJECT # 50146547

PROJECT TITLE: Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

Pay Item No.	Item Description	Unit	Qty	Unit Price	Total Price
General Conditions					
GC-1	Mobilization/Demobilization	LS	1		\$ -
GC-2	Maintenance of Traffic (Including Detailed Traffic Control Plan)	LS	1		\$ -
GC-3	Bonds	LS	1		\$ -
GC-4	Insurance	LS	1		\$ -
GC-5	NPDES - Construction Generic Permit CGP (Including Detailed Sediment Control Plan)	ALLOW	1		\$ -
GC-6	MOT Permit	ALLOW	1		\$ -
GC-7	Layout and Asbuilt Survey	LS	1		\$ -
GC-8	Professional Video (pre-construction)	LS	1		\$ -
GC-9	Contingency	ALLOW	1		\$ -
Total General Conditions					\$ -
Erosion Control					
EC-01	Sediment Barrier	LF	6,000		\$ -
EC-02	Inlet Protection System	EA	20		\$ -
EC-03	Construction Entrance	EA	14		\$ -

Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

	Total Erosion Control				\$
					-
Roadway					
RD-01	Remove Existing Asphalt and Limerock Base	CY	920		\$ -
RD-02	Remove Existing Concrete	SY	7,500		\$ -
RD-03	Remove Existing Curb	LF	9,000		\$ -
RD-04	Regular Excavation	CY	1,000		\$ -
RD-05	Optional Base, Base Group 9	SY	27,055		\$ -
RD-06	Type B Stabilization	SY	30,890		\$ -
RD-07	Type SP-9.5 Asphaltic Concrete	TN	1,471		\$ -
RD-08	Type SP-12.5 Asphaltic Concrete	TN	2,207		\$ -
RD-09	1" Mill and Overlay, Type SP-9.5 Asphaltic Concrete	SY	1,270		\$ -
RD-10	Adjust Valve Boxes	EA	60		\$ -
RD-11	Adjust Hydrant	EA	7		\$ -
RD-12	Adjust Manhole	EA	28		\$ -
RD-13	Adjust Air Release Valve / Offset Valve Manhole	EA	5		\$ -
RD-14	Adjust Gas Valve	EA	10		\$ -
RD-15	Adjust Utility Box	EA	10		\$ -
RD-16	Adjust Guy Wires	EA	10		\$ -
RD-17	Relocate Mailboxes	EA	10		\$ -
	Total Roadway				\$ -
Concrete					
C-01	Concrete Curb & Gutter, Type E	LF	52		\$ -
C-02	Concrete Curb & Gutter, Type F (Including Transitions and Driveways)	LF	7,410		\$ -
C-03	Concrete Curb & Gutter, Type F (Modified)	LF	20		\$ -
C-04	Concrete Curb, Type D	LF	2,450		\$ -

Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

C-05	Concrete Valey Gutter (Including Transitions and ADA Ramps)	LF	6,500		\$ -
C-06	Concrete Flush Header Curb 24"	LF	120		\$ -
C-07	Concrete Flush Header Curb 12"	LF	50		\$ -
C-08	Concrete Sidewalks, 6" Thick	SY	11,165		\$ -
C-09	Concrete Driveways, 6" Thick	SY	3,150		\$ -
C-10	ADA Curb Ramp	EA	96		\$ -
C-11	Detectable Warning Surface	SF	2,880		\$ -
Total Concrete					\$ -
Storm Drainage					
SD-01	Remove Ex. Inlet	EA	16		\$ -
SD-02	Remove Ex. Storm Manhole	EA	2		\$ -
SD-03	Remove Ex. Storm Drainage Pipe	LF	725		\$ -
SD-04	Type E Inlet	EA	3		\$ -
SD-05	Type C Box with Curb Inlet	EA	4		\$ -
SD-06	Type C Box with Gutter Inlet	EA	9		\$ -
SD-07	Type E Box with Curb Inlet	EA	1		\$ -
SD-08	Type E Box with Gutter Inlet	EA	3		\$ -
SD-09	3'X8' Box with Hooded Inlet and Manhole Access	EA	1		\$ -
SD-10	4' Dia. Manhole	EA	2		\$ -
SD-11	5' Dia. Manhole	EA	5		\$ -
SD-12	6' Dia. Manhole	EA	3		\$ -
SD-13	Connection to Existing Pipe or Structure	EA	10		\$ -
SD-14	4'X4' Exfiltration Trench (including 18" Slotted RCP)	LF	400		\$ -
SD-15	15" RCP	LF	320		\$ -

Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

SD-16	15" DIP	LF	195		\$ -
SD-17	18" RCP	LF	115		\$ -
SD-18	24" RCP	LF	80		\$ -
SD-19	CCTV EX. STORM DRAINAGE AT CONNECTIONS AND TO REMAIN WITHIN PROJECT AREA (INCLUDING REPORT)	LS	1		\$ -
SD-20	CCTV NEW STORM DRAINAGE (INCLUDING REPORT)	LS	1		\$ -
Total Storm Drainage					\$ -
Utility Improvements					
U-01	REMOVE AND DISPOSE EXISTING WATERMAIN (INCLUDE FITTINGS AND VALVES)	LF	420		\$ -
U-02	6" DIP WATER MAIN (INCLUDES TRENCHING)	LF	290		\$ -
U-03	8" DIP WATER MAIN (INCLUDES TRENCHING)	LF	85		\$ -
U-04	4" GATE VALVE AND BOX	EA	1		\$ -
U-05	6" GATE VALVE AND BOX	EA	11		\$ -
U-06	8" GATE VALVE AND BOX	EA	1		\$ -
U-07	16"X6" TAPPING SLEEVE AND VALVE	EA	4		\$ -
U-08	16"X8" TAPPING SLEEVE AND VALVE	EA	2		\$ -
U-09	CONNECT TO EXISTING MAIN OR STUB (INCLUDES FITTINGS, COUPLINGS, SPOOL PIECES, ETC.) COMPLETE	EA	32		\$ -
U-10	NEW WATERMETER BOX, WATER SERVICE, AND RELOCATE EXISTING METER, 1" POLY OPEN CUT TRENCH	EA	3		\$ -
U-11	ADJUST EXISTING WATER METING BOX TO FINISHED GRADE	EA	55		\$ -
U-12	4"x4" TEE	EA	1		\$ -
U-13	6"x4" TEE	EA	1		\$ -
U-14	6"x6" TEE	EA	4		\$ -
U-15	6" ANCHOR TEE	EA	1		\$ -
U-16	6" - 45 DEGREE BEND	EA	26		\$ -

Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

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Invitation to Bid No. 23-24-114 LA

U-17	8" - 45 DEGREE BEND	EA	8		\$ -
U-18	6" - 90 DEGREE BEND	EA	1		\$ -
U-19	6"X4" REDUCER	EA	3		\$ -
U-20	8"X6" REDUCER	EA	1		\$ -
U-21	6" PLUG	EA	5		\$ -
U-22	8" PLUG	EA	2		\$ -
U-23	4" LINE STOP	EA	2		\$ -
U-24	6" LINE STOP	EA	8		\$ -
U-25	8" LINE STOP	EA	4		\$ -
U-26	FIRE HYDRANT ASSEMBLY	EA	1		\$ -
U-27	4" CONCRETE THRUST COLLAR VALVE RESTRAINT	EA	1		\$ -
U-28	6" CONCRETE THRUST COLLAR VALVE RESTRAINT	EA	7		\$ -
U-29	8" CONCRETE THRUST COLLAR VALVE RESTRAINT	EA	3		\$ -
U-30	RESTRAIN EXISTING 4" WATER MAIN	LF	80		\$ -
U-31	RESTRAIN EXISTING 6" WATER MAIN	LF	350		\$ -
U-32	RESTRAIN EXISTING 8" WATER MAIN	LF	80		\$ -
U-33	RESTRAIN EXISTING 16" WATER MAIN	LF	150		\$ -
U-34	SAMPLE POINT	EA	4		\$ -
U-35	REPLACE EX. 6" VCP SAN WITH SDR26 PVC INCLUDING FERNCO COUPLINGS (CONTINGENCY ITEM)	LF	100		\$ -
U-36	REPLACE EX. 8" VCP SAN WITH SDR26 PVC INCLUDING FERNCO COUPLINGS (CONTINGENCY ITEM)	LF	100		\$ -
U-37	CCTV EX SANITARY SEWER MAINS AND SERVICE LATERALS WITHIN PROJECT AREA (INCLUDING REPORT)	LS	1		\$ -
U-38	CCTV NEW SANITARY SEWER MAINS AND SERVICE LATERALS WITHIN PROJECT AREA (INCLUDING REPORT)	LS	2		\$ -
U-39	INSTALL CLEANOUT AT R/W (INCLUDING PYPASS PUMPING)	EA	18		\$ -

Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

U-40	6' PVC SDR26 SEWER LATERAL REPLACEMENT WITH CLEANOUT AT R/W (INCLUDING PYPASS PUMPING)	EA	18		\$ -
Total Utility Improvements					\$ -
Signs and Pavement Markings					
SS-01	Single Post Sign, F&I Ground Mount, Triangular Slip Base	EA	90		\$ -
SS-02	Single Post Sign Removed	EA	75		\$ -
SS-03	Single Post Sign Relocated	EA	10		\$ -
SS-04	Rectangular Rapid Flashing Beacon Assembly	EA	2		\$ -
SS-05	Retro-Reflective Pave. Markers (Bi-Dir, White/Red)	EA	200		\$ -
SS-06	Retro-Reflective Pave. Markers (Bi-Dir, Yellow/Yellow)	EA	700		\$ -
SS-07	Retro-Reflective Pave. Markers (Blue)	EA	10		\$ -
SS-08	Thermoplastic, Standard, White, Arrows	EA	63		\$ -
SS-09	Thermoplastic, Standard, White, Solid, 24"	LF	1640		\$ -
SS-10	Paint, Standard, White, Solid, 24"	LF	1640		\$ -
SS-11	Thermoplastic, Standard, White, Solid, 12"	LF	3300		\$ -
SS-12	Paint, Standard, White, Solid, 12"	LF	3300		\$ -
SS-13	Thermoplastic, Standard, White, skip, 6"	LF	160		\$ -
SS-14	Thermoplastic, Standard, White, Solid, 6"	LF	15220		\$ -
SS-15	Thermoplastic, Standard, Yellow, Skip, 6"	LF	4678		\$ -
SS-16	Thermoplastic, Standard, White, Message or Symbol	EA	126		\$ -
SS-17	Thermoplastic, Standard, Yellow, Solid, 18"	LF	350		\$ -
SS-18	Thermoplastic, Standard, Yellow, Solid, 6"	LF	8450		\$ -
SS-19	Paint, Standard, Double Yellow, Solid, 6"	LF	3696		\$ -
Total Signs and Pavement Markings					\$ -
Signalization					
630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	105		\$ -

Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

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Invitation to Bid No. 23-24-114 LA

630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	370		\$ -
632 7 2	SIGNAL CABLE - REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	100		\$ -
635 2 11**	PULL & SPLICE BOX, F&I, 13"X24" COVER SIZE	EA	29		\$ -
639 1 122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1		\$ -
639 2 1	ELECTRICAL SERVICE WIRE, F&I	LF	50		\$ -
639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	1		\$ -
641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	1		\$ -
646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	10		\$ -
641-2- 87	PRESTRESSED CONCRETE POLE, DEEP POLE REMOVAL - POLE 30' AND GREATER	EA	4		\$ -
649 1 65	STEEL STRAIN POLE, REMOVE, DEEP FOUNDATION REMOVAL, BOLT ON ATTACHMENT	EA	4		\$ -
649 21 1	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 30'	EA	2		\$ -
649 21 3	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 40'	EA	1		\$ -
649 21 15	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 70'	EA	1		\$ -
650 1 14***	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	6		\$ -
650 1 16***	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS	2		\$ -
650 1 19***	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY	AS	2		\$ -
653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	10		\$ -
653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL - POLE/PEDESTAL TO REMAIN	AS	1		\$ -
660 2106	LOOP ASSEMBLY, F&I, TYPE F	AS	9		\$ -
665 1 11*	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	10		\$ -
670 5110	TRAFFIC CONTROLLER ASSEMBLY, FURNISH & INSTALL NEMA TS-2 TYPE 6 WITH ATC CONTROLLER	AS	1		\$ -
670 5 600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1		\$ -
684 1 1	MANAGED FIELD ETHERNET SWITCH, F&I	EA	1		\$ -
700 3 201	SIGN PANEL, FURNISH & INSTALL, OVERHEAD MOUNT, UP TO 12 SF	EA	5		\$ -

Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

700 5 22	INTERNALLY ILLUMINATED SIGN	EA	4		\$ -
Total Signalization					\$ -
Lighting					
0630 2 11	Conduit, Furnish & Install, Open Trench	LF	5100		\$ -
0630 2 12	Conduit, Furnish & Install, Directional Bore	LF	800		\$ -
0635 2 11	Pull & Splice Box, F&I, 13"X24" Cover Size	EA	60		\$ -
Total Lighting					\$ -
Landscape					
L-01	Dumpster/ Haul waste	EA	10		\$ -
L-02	Wild Tamarind transplant	EA	1		\$ -
L-03	Christmas Palm transplant	EA	3		\$ -
L-04	Cabbage Palm transplant	EA	8		\$ -
L-05	Gumbo Limbo - 6" Cal. 18' HT x 6' Spr.	EA	4		\$ -
L-06	Southern Live Oak - 6" Cal. 22'Ht. x 10' Spr.	EA	11		\$ -
L-07	Orange Geiger Tree - 2" Cal. 14' Ht. x 4' Spr.	EA	9		\$ -
L-08	Silver Buttonwood - 2" Cal. 14' Ht. x 3' Spr.	EA	6		\$ -
L-09	Solitaire Palm - 20' OA	EA	30		\$ -
L-10	Florida Thatch Palm - 8' OA	EA	6		\$ -
L-11	Florida Thatch Palm - 20' OA	EA	17		\$ -
L-12	Muskogee Crape Myrtle - 3" Cal. 14' Ht x 5' Spr.	EA	13		\$ -
L-13	Dwarf Yaupon- 12" x 12"	EA	826		\$ -
L-14	Green Island Ficus - 15" x 15"	EA	368		\$ -
L-15	Dwarf Fakahatchee - 18" Ht.	EA	62		\$ -
L-16	Blue Daze - 6" x 12"	EA	986		\$ -
L-17	Perennial Peanut - 6" x 6"	EA	31,353		\$ -

Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

L-18	Flexipave HD2000	SF	616		\$ -
Total Landscape					\$ -
Irrigation					
IR-01	Water Meter 1.5" (Provided by City)	EA	2		\$ -
IR-02	Backflow Preventer 1.5"	EA	2		\$ -
IR-03	DIG -LEIT 4000 4 Station Controller	EA	1		\$ -
IR-04	DIG -LEIT 4000 6 Station Controller	EA	1		\$ -
IR-05	Toro 570S-FB-PC	EA	104		\$ -
IR-06	Toro 570Z-12P ADJ Series	EA	141		\$ -
IR-07	Toro 570Z-12P 8 Series	EA	28		\$ -
IR-08	Hunter Mini-Clik	EA	2		\$ -
IR-09	Irritrol Control Valves	EA	7		\$ -
IR-10	Irrigation Lateral Line: PVC Schedule 40	LF	6386		\$ -
IR-11	Irrigation Mainline: PVC Schedule 40	LF	769		\$ -
IR-12	Horizontal Directional Drill/ Missile Bore	LF	400		\$ -
IR-13	Trench Sleeve / Conduit	LF	650		\$ -
IR-14	Gaurdshack Enclosure CGS-2	EA	2		\$ -
Total Irrigation					\$ -
Total General Conditions					\$ -
Total Erosion Control					\$ -
Total Roadway					\$ -
Total Concrete					\$ -
Total Storm Drainage					\$ -
Total Utility Improvements					\$ -
Total Signs and Pavement Markings					\$ -

	Total Signalization		\$ -
	Total Lighting		\$ -
	Total Landscape		\$ -
	Total Irrigation		\$ -
	BASE BID TOTAL		\$ -

Bidder Company Name:_____

**Signature of Official authorized to bind
Bidder:**_____

Print Name:_____

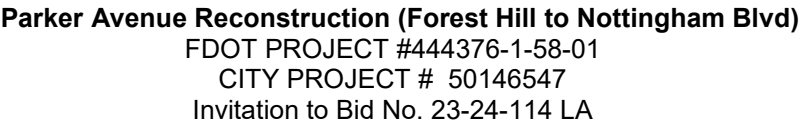
Title:_____
—

Date:_____
—

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

***BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.**



(B4)

SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any contract requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan. Associated "Add" or "Deduct" must be provided.

[illegible]

(B5)

SCHEDULE OF SUBCONTRACTORS

Failure to fully complete form may result in bid rejection.

The following is a complete list of all sub-contractors utilized for this project:

			Dollar amount of subcontract work
1.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
	_____	_____	_____
2.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
	_____	_____	_____
3.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
	_____	_____	_____
4.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
	_____	_____	_____
Total dollar amount to be awarded to sub-contractors (this page)			\$ _____

ITB 23-24-114 LA

SCHEDULE OF SUBCONTRACTORS (continued if necessary)

5.	_____	_____	\$	_____
	(company name)	(type of work)		
	_____	_____		
	(address)	(tel. #)		
	_____	_____		
	(zip code)	(federal I.D. #)		
	_____	_____		
6.	_____	_____	\$	_____
	(company name)	(type of work)		
	_____	_____		
	(address)	(tel. #)		
	_____	_____		
	(zip code)	(federal I.D. #)		
	_____	_____		
7.	_____	_____	\$	_____
	(company name)	(type of work)		
	_____	_____		
	(address)	(tel. #)		
	_____	_____		
	(zip code)	(federal I.D. #)		
	_____	_____		

Authorized Signature: _____

Note: The above schedule of sub-contractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Engineering Services Department for approval prior to that sub-contractor performing any work. FDOT concurrence for subcontractors may also be required.

(B6)

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

GENERAL CONTRACTOR OF RECORD:

Name: _____

Address: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the General Contractor a full-time employee of Prime Bidder?

_____ Yes _____ No

Will the General Contractor be in responsible charge of the work performed and installed under this contract?

_____ Yes _____ No

Commitment to self-perform a minimum of 30% of work.

_____ Yes _____ No

BIDDER:

Signature of Official authorized to bind Bidder.

Date



Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

(B6), continued

Print Name of Official authorized to bind Bidder: _____

Title: _____

City License: **(ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT –
Maybe obtained from City Construction Services)**

Failure to fully or accurately complete this form may be cause for rejection of the bid.

(B7)

LIST OF REFERENCES

1. Owner's Name & Address:

Project:

Contact Person:

Telephone:

Fax:

E-mail

2. Owner's Name & Address:

Project:

Contact Person:

Telephone:

Fax:

E-mail

3. Owner's Name & Address:

Project:

Contact Person:

Telephone:

Fax:

E-mail

(B8)

AFFIDAVIT OF PRIME BIDDER Re Non-collusion and Public Entity Crime

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____ the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of West Palm Beach:
_____ (if none, write "None").
6. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries:
_____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____



Parker Avenue Reconstruction (Forest Hill to Nottingham Blvd)

FDOT PROJECT #444376-1-58-01

CITY PROJECT # 50146547

Invitation to Bid No. 23-24-114 LA

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____(Date)

by: _____

_____ who is personally known to me or

_____ who has produced _____ as identification

and who did/(did not) take an oath.

Notary Public (print & sign name)

Commission No. _____

Failure to fully or accurately complete this form may be cause for rejection of the bid.

(B9)

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized Signature

Print Name

Date

(B10)

FLORIDA TRENCH SAFETY COMPLIANCE

This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.

☐ **If Not Applicable – Check this Box and sign below.**

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:

☐ Included in the specifications for this bid or

☐ Are identified as: _____

2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.

3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

Note: Included in the various bid items on Form B-3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B-10 shall be consistent with Form B-3. The bid items for trench safety compliance on Form B-3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost perLinear Linear Foot	Feet	Extended Cost
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
	Shoring Safety Measure (Description)	Cost perSquare Square Foot	Feet	Extended Cost
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____
F.	_____	_____	_____	_____

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.

Bidder Firm: _____

Authorized Signature: _____

Date: _____

(B11)

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.

Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax

(B12)

BUILD AMERICA / BUY AMERICA CERTIFICATE OF COMPLIANCE

COMPLIANCE

The bidder hereby certifies that Bidder will comply with the requirements of the Build America / Buy America Act (see, 23 C.F.R. Part 184), as amended, and

Steel and Iron: Use only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. This means all manufacturing processes from the initial melting stage through the application of coatings, occurred in the United States.

Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Construction Materials: All non-ferrous metals, plastic and polymer-based products, pipe, tube, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to the project are manufactured in the United States, in accordance with BABA requirements.

Manufactured Products: Use only Manufactured Products that are consumed in, incorporated into, or affixed to the project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

Failure to fully or accurately complete this form may cause for rejection of the bid.

(B13)

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying”, 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Bidder/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

Failure to fully or accurately complete this form may be cause for rejection of the bid.

(B14)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERD TRANSACTIONS

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

Failure to fully or accurately complete this form may be cause for rejection of the bid.

(B15)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we:

_____ (the "Principal"),
and _____ (the
"Surety"), a corporation authorized to do business as a surety in the State of Florida, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents
in the full and just sum of _____ Dollars (\$
_____) good and lawful money of the United States of America, to be paid upon demand of
the **City of West Palm Beach, Florida**.

WHEREAS, the Principal is about to submit, or has submitted to the City of West Palm Beach, Florida, a
bid in response to an Invitation to Bid issued by the City; and

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified bidder's check
otherwise required to accompany its Bid.

NOW THEREFORE, the conditions of this obligation are such that if the Bid is accepted by the City, the
Principal shall within ten (10) calendar days after receipt of a contract, execute said contract and upon the
terms, conditions and price set forth in the Invitation to Bid and Bid, in the form and manner required by the
City of West Palm Beach, Florida, and execute a sufficient and satisfactory Public Construction Bond
payable to the City of West Palm Beach, Florida, in an amount of one hundred percent (100%) of the total
contract price, as indicated in the Bid, in form and with security satisfactory to the said City, then this
obligation is to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall, upon
failure of the Principal to comply with any or all of the foregoing requirements within the time specified
above, immediately pay to the City upon demand the amount hereof, not as a penalty but as liquidated
damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these present to be duly signed and
sealed

this _____ day of _____, 20____.

Bidder as PRINCIPAL:

SURETY:

Company: _____

Company: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: _____

(B16)

CONSTRUCTION CONTRACTOR'S BID OPPORTUNITY LIST

Prime Contractor/Consultant: _____
 Address/Telephone Number: _____
 Bid/Proposal Number: _____
 Quote Submitted MM/YR: _____

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos. 1, 2, 3 and 4 and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	8. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____	7. <input type="checkbox"/> Subcontractor	<input type="checkbox"/> Between \$10 - \$15 million
_____	<input type="checkbox"/> Subconsultant	<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	8. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____	7. <input type="checkbox"/> Subcontractor	<input type="checkbox"/> Between \$10 - \$15 million
_____	<input type="checkbox"/> Subconsultant	<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	8. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____	7. <input type="checkbox"/> Subcontractor	<input type="checkbox"/> Between \$10 - \$15 million
_____	<input type="checkbox"/> Subconsultant	<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

Failure to fully or accurately complete this form may be cause for rejection of the bid.

(B17)

SCRUTINIZED CORPORATION CERTIFICATION

I, _____,
(Print Name of Authorized Officer) (Title)

of _____
(Name of Firm)

hereby attest that:

1. For a bid of any amount, the company and its principals are not on the Scrutinized Companies that Boycott Israel List maintained by the State of Florida and do not engage in any boycott of Israel;
2. For a bid of One Million Dollars or more, the company and its principals certify that they:
 - a. are not on the Scrutinized Companies with Activities in Sudan List;
 - b. are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
 - c. do not engage in business in Syria or Cuba.
3. I have the authority to sign this certification on behalf of the company and certify that the above information is true, complete and correct.

Signature: _____

STATE OF _____}

COUNTY OF _____}

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 20____, by

_____, as an act of _____ (firm), who is

personally known to me or produced the following identification: _____.

Notary Signature: _____

Print Notary Name: _____

Commission No. _____

(B18)

Equal Benefits Certification

Equal Benefits Ordinance. Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

Check only one box below:

☐ 1. The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

☐ 2. The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

- ☐ The firm's price for the contract term awarded is \$50,000 or less.
- ☐ The firm employs less than five (5) employees.
- ☐ The firm does not provide benefits to employees' spouses nor employees' dependents.
- ☐ The firm is a government entity.
- ☐ The contract is for the sale or lease of property.
- ☐ Compliance would violate grant requirements or regulations of federal / state law.
- ☐ The contract is an emergency procurement or necessary to respond to an emergency situation.

☐ 3. The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, _____,
(Print Name of Authorized Officer) (Title)

of _____
(Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: _____

STATE OF _____ }

COUNTY OF _____ }

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, as an act of _____ (firm), who is personally known to me or produced the following identification: _____.

Notary Signature: _____

[Seal]

Print Notary Name: _____
Commission No. _____

ATTACHMENTS:

Attachment A – FHWA 1273 - FHWA-1273 – Revised October 23, 2023

Attachment B – E-Verify

Attachment C- Wage Rate Table

Attachment D – APPENDICES A and E

**Attachment E – LAP Certification of Current Capacity - FDOT Form No 525-010-46
This Form is Confidential**

Attachment F – Disclosure of Lobbying Activities

Attachment G – DBE Bid Package Information

Attachment H - Approved Proprietary Products Certification

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

(ii) The classification is used in the area by the construction industry; and

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment B – E-Verify

Contract No:

Financial Project No(s):

Project Description:

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and\all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm:

Authorized Signature:

Title:

Date:

"General Decision Number: FL20240182 01/05/2024

Superseded General Decision Number: FL20230182

State: Florida

Construction Type: Highway

County: Palm Beach County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

SUFL2013-043 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.38 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.69 **	0.00
ELECTRICIAN.....	\$ 18.20	0.00
FENCE ERECTOR.....	\$ 12.82 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.09 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.81 **	0.00
INSTALLER - GUARDRAIL.....	\$ 13.96 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.58 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42 **	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 12.97 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.99 **	0.00
LABORER: Common or General.....	\$ 10.66 **	0.00
LABORER: Flagger.....	\$ 12.53 **	0.00
LABORER: Grade Checker.....	\$ 12.41 **	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91 **	3.50
LABORER: Pipelayer.....	\$ 14.82 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.66 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 16.23 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.70 **	0.00
OPERATOR: Bulldozer.....	\$ 16.00 **	0.00

OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Concrete Saw.....	\$ 16.22 **	0.00
OPERATOR: Crane.....	\$ 21.66	0.00
OPERATOR: Curb Machine.....	\$ 20.76	0.00
OPERATOR: Distributor.....	\$ 14.76 **	0.00
OPERATOR: Drill.....	\$ 14.78 **	0.00
OPERATOR: Forklift.....	\$ 16.32 **	0.00
OPERATOR: Gradall.....	\$ 15.75 **	0.91
OPERATOR: Grader/Blade.....	\$ 20.25	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 13.87 **	0.00
OPERATOR: Loader.....	\$ 14.19 **	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 15.60 **	0.00
OPERATOR: Oiler.....	\$ 16.32 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.73 **	2.36
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45 **	0.00
OPERATOR: Roller.....	\$ 13.03 **	0.00
OPERATOR: Scraper.....	\$ 12.01 **	0.00
OPERATOR: Screed.....	\$ 15.51 **	0.00
OPERATOR: Tractor.....	\$ 10.79 **	0.00
OPERATOR: Trencher.....	\$ 14.74 **	0.00
PAINTER: Spray.....	\$ 16.52 **	0.00
SIGN ERECTOR.....	\$ 14.02 **	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96 **	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.84 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.98 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Vector Truck.....	\$ 14.21 **	0.00

TRUCK DRIVER: Water Truck.....\$ 13.25 ** 0.00

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 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 U.S.C. § 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, 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 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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 non-discrimination 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 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PROGRAM MANAGEMENT
09/20
Page 1 of 2

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF _____

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____

Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	\$0.00	\$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		<u>\$0.00</u>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?

YES ☐ NO ☐

If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, <i>if known</i> : _____	
6. Federal Department/Agency: _____ _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____ _____	
11. 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 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: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
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. 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 registrant under the Lobbying Disclosure Act of 1995 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. 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 10 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.

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/23
Page 2 of 2

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.



**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com



**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

County Administrator

Verdenia C. Baker

3-23-2023

John Olson, P.E.
Florida Department of Transportation
3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309

RE: Proprietary Product Certification
FDOT Project FM 444376-1-58-01
Parker Avenue Streetscape

Dear Mr. Olson:

Palm Beach County is requesting the proprietary products listed below, which are consistent with the current equipment and systems installed throughout Palm Beach County. The following signalized intersections are included in this project:

TS – 32125 Summit Blvd. & Parker Ave.
TS – 32570 Highland Dr. & Parker Ave.

Based on the *FDOT Proprietary Products Review and Certification (630-020-005-a) 4.1*, approval of the use of proprietary products includes synchronization. A determination of whether a component is justified for synchronization, at least one of the following factors must be met:

- Function: the proprietary product is necessary for the satisfactory operation of the existing facility.
- Aesthetics: necessary to match visual appearance of existing facilities.
- Logistics: the proprietary product is interchangeable with products in the Contracting Agency's maintenance inventory.

The sole use of these products have determined to be necessary based on Function and Logistics. The requested products will be integrated with the County's existing traffic signal systems and will be included in the County's maintenance management. The County requires the same devices throughout its network for seamless operation and maintenance.

Commander ATC Traffic Controller

- Manufacturer: Cubic ITS Inc (Trafficware)
- NEMA TS2 Type 2
- APL Certification: 671-017-014

Traffic Controller Cabinet Assembly – NEMA TS-2 Type 6 (2 Rack):

- Manufacturer: Cubic ITS Inc. (Trafficware)
- Model: 70006-TS2/FL
- APL Certification: 676-023-004

ITS Express Express Managed Field Ethernet Switch

- ITS-80 Series V3
- Model: 8042 (switch) and 100-LX10-OM-UHT (Transceiver)
- Manufacturer: ITS Express
- APL Certification: 684-002-028

Malfunction Management Unit Type 16 (traffic controller accessories)

- Model: MMU2-16LEip
- Manufacturer: Cubic ITS, Inc. (Trafficware)
- APL Certification: 678-016-008
- Re-evaluated new firmware v2.05 with Flashing Yellow Arrow Operation

"An Equal Opportunity
Affirmative Action Employer"



Meter Socket

- Manufacturer: Milbank
- Model # UAP3505-XL-TG-HSP
- Type 3R 150 AMP Max
- APL Certification: N/A

Breaker Box

- Manufacturer: Square D
- Model: QO24L70RB
- APL Certification: N/A

Transformer base

- Manufacturer: Pelco Products Inc.
- Model: SP-1116-FL
- APL Certification: 646-001-001

Countdown Pedestrian Signals

- Manufacturer: GE Lighting Solutions
- Model: PS7-CFFI-VLA
- APL Certification: 653-022-018

Pedestrian Detector – Push Button

- Manufacturer: Polara Engineering Inc
- BDL3 Series Piezo Push Button (Bull Dog III Series)
- APL Certification: 665-003-011

Autobahn Series LED Luminaire

- Manufacturer: American Electric Lighting/Holophane
- P601 fixture
- ATB2 P601, R4, 175 watt, 4000K, MVolt 120V
- APL Certification: 715-005-033

Illuminated Street Name Signs

- Manufacturer: Southern Manufacturing Co
- Model: FF-1.1.S-Series
- APL Certification: 700-015-019
- Double sided, free swinging, Size 6x2 or 8x2 only,
- One photocell per sign, fluorescent

Le Grand –Strain Relief (Mast Arms)

- Manufacturer: Legrand Pass & Seymour
- Standard-Duty, Closed Mesh, Offset Eye Grips
- Stainless Steel Catalog FC075OFSS
- APL Certification: N/A

GovComm CCTV Camera

- Model: GC-IMPO-2D40 / 2MP 40X Optical Zoom
- Manufacturer: GovComm, Inc.
- APL Certification: 682-002-020



No other devices were evaluated for use due to their functionality with the existing infrastructure.

Sincerely,

A handwritten signature in blue ink, appearing to read "Fatmeh", is written over the printed name.

Fatmeh (Fattoush) Jafar, P.E., Ph.D.
Manager, Traffic Signal and Lighting Design

FJ:MC:qg

Attachment: FDOT Proprietary Product Certification and spec sheets

cc: Motasem Al-Turk, Ph.D., P.E. – Director, Traffic Division - Palm Beach County
Melissa Ackert, PE – Asst. Director, Traffic Division – Palm Beach County
Ricardo A. Reyna P.E. – FDOT PM ricardo.reyna@dot.state.fl.us
Matthew B. Fursetzer – matthew.fursetzer@kimley-horn.com

File: Intersection – TS-32570 and 32125
Plan Review file
Project file

N:\TRAFFIC\Signals\Proprietary Products\Letters sent to FDOT\444376 Parker Ave Streetscape\PPL Letter signed by PBC 3-22-23.docx



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PROPRIETARY PRODUCT CERTIFICATION

630-020-07
 PROGRAM MANAGEMENT
 06/16

To: John Olson, P.E.
 Design Engineer

Date: 6/26/2023


Financial Project ID: 444376-1-58-01 New Const. ☒ RRR ☐
 Federal Aid Number: D422-047-B
 Project Name: AP Project - Parker Ave Streetscape from SR 882/Forest Hill Blvd to Nottingham Blvd
 State Road Number: NA Co. / Sec. / Sub.: NA
 Begin Project MP: 0.000 End Project MP: 1.294
 Full Federal Oversight: No ☒ Yes ☐ Note: If Yes, submit to FHWA Director.

A justification and all supporting documents must be attached to this document.
 Mark the appropriate certification:

"I, Fattoush Jafar, PE Ph.D, Mgr of Sigant and SL Design, of the P.B. County Traffic Div.
 Print Name of Initiator Position Title Name of Agency

do hereby certify that in accordance with the requirements of 23 CFR 635.411(a)(2),
 Mark appropriately (choose only one option):

- ☒ that this patented or proprietary item is essential for synchronization with existing highway facilities.
☐ that no equally suitable alternative exists for this patented or proprietary item."

, 6-26-2023
 Signature Date

For Department Use Only
John J. Olson, P.E.
 Print Name

District Design Engineer

Position Title

of the Florida Department of Transportation, do hereby approve this certification request made in accordance with the
 requirements of 23 CFR 635.411(a)(2),
 Mark appropriately (choose only one option):

- ☒ that this patented or proprietary item is essential for synchronization with existing highway facilities.
☐ that no equally suitable alternative exists for this patented or proprietary item."

Identify any conditions and limitations:

DocuSigned by:

John J. Olson, P.E.
 Signature

07/12/2023 | 4:48 PM EDT

Date



With Scout
Software.
TS2-2
Controller

Advanced Traffic Controller

The new COMMANDER™ ATC Traffic Signal Controller is designed to meet and exceed the latest NEMA TS1, TS2-1, TS2-2 and ATC standards. COMMANDER is the result of customer guidance, Cubic | Trafficware's extensive experience in electrical design and the latest innovations in industrial design & software engineering concepts. COMMANDER provides unparalleled performance in all signal control applications with advanced functionality for complex phasing, detector processing, coordination, preemption, communications, adaptive timing, systems operation and Connected/Autonomous Vehicle applications.

COMMANDER'S ground-breaking industrial design is compact for those tight-fit cabinets and *easily carried* with dual handles, capturing the essence of COMMANDER'S functional design elements. Its enhanced usability includes a large, sloped and recessed front panel with bright color display for day and night time use, touch screen, large keypad, and graphical user interface (GUI) as well as a classic mode user interface.

Performance includes full compliance with the Version 6 ATC standard and more... enhanced Version 6 engine board with an additional QUICC processor for communications co-processing, and a separate processor for graphics and other secondary control functions. COMMANDER is designed to operate with Cubic | Trafficware's SCOUT controller firmware.

Product Features

Industrial Design

- Strong, sturdy construction to withstand rough handling
- Compact - 8.2" x 15" x 6.5"
- Solid, flat top - resists drips & condensation and allows items to be placed on top
- Sloped front face for greatest viewing angle at a variety of heights
- Dual handles - designed and placed for comfort
- Recessed front panel provides additional protection
- Side-mounted 2070-A2 Comm module slot
- Recessed module face reduces shelf width needed for cable connectors
- Non-skid, screw-mounted, wide-temperature feet

Performance

- Full compliance with Version 6 ATC...and more
- Enhanced Version 6 engine board
- 2nd powerful processor module for graphics and secondary functions

Removable Storage

- SD Card
 - Up to 8GB
- Datakey
 - 3.3V
 - Up to 32Mb
- Both devices
 - Receptacles installed, storage devices optional
 - Industrial temperature rated
 - Configuration and log data
 - Recessed to protect from damage

Display

- 7" color 800 x 480 TFT display
- High-brightness, sunlight-readable
- Resistive touch panel, unaffected by moisture
- Both graphical user interface and Classic Mode UI
- Display and touch screen sealed to front panel

Graphics Processor

- ARM Cortex-A7 processor @ 800MHz
- 256MB SDRAM memory
- 256MB Flash memory
- Two 10/100MBit ethernet ports
- USB 2.0 high-speed
- TFT LCD interface
- Linux ver. 4
- Ethernet link to engine board – allows loosely-coupled co-processing

Graphical User Interface

- Allows user to switch between GUI and Classic Mode UI
- Day and night mode
- Table data entry with collapsed arrays and pop-ups
- Message Center and Alerts
- Graphic real-time status

Engine Board - Ver. 6

- Meets and exceeds ATC Standard ver. 6.25
- Meets Caltrans TEES 2009 + Errata 1 & 2
- Supports ATC API
- PowerQUICC 2 Pro @ 400MHz
- 2nd QUICC for port expansion
- 128MB DRAM - 512MB ready
- 256MB Flash - 1GB ready
- 2MB SRAM (SuperCap-backed) – 4MB ready
- Linux ver. 3.4.118
- SD Card – high-speed SDIO interface

Keypad

- Firm rubber keypad with large keys
- Metal dome tactile switches
- Generous 0.8" spacing
- Key assignments friendly to 2070 and 980 ATC users
 - Dual-labels provide 1-1 mapping to 2070
 - Retains ATC controller 980 alternate functions
 - Dedicated brightness function key

5 Ethernet Ports

- 2 - Ethernet switches, one per engine board ethernet
- 2 - 10/100 ethernet ports per switch
- 1 - 10/100 ethernet port to graphics processor

"Active" Indicator

- Bi-color LED - Red and Green

3 USB 2.0 High Speed Ports

- 2 - USB ports from engine board
- 1 - USB port to graphics processor

ATC Console Port

- ASYNC EIA-694 (RS232), also for devices (SP4)
- 115.2Kbaud, Tx/Rx

NEMA TS-2 Port 1

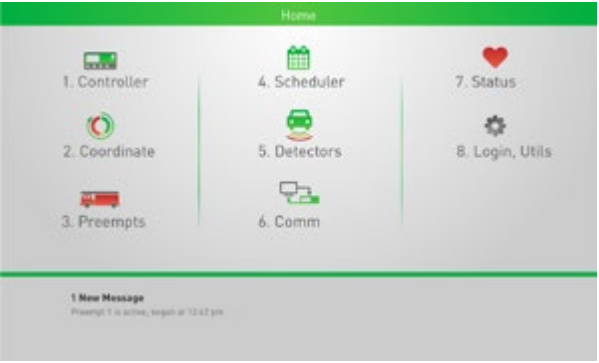
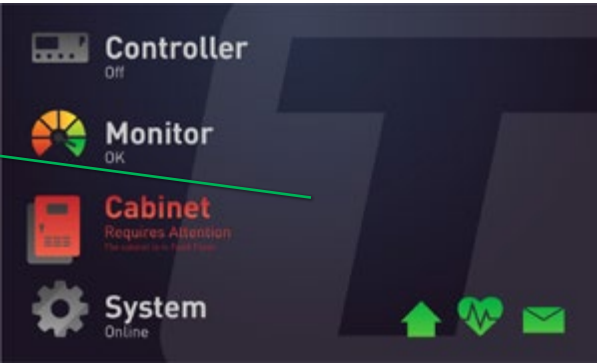
- SDLC port for cabinet communications
- 153.6Kbps

NEMA TS-2 Port 2

- ASYNC EIA-694 (RS232) for devices (SP8)
- 115.2Kbaud, with modem control

Speaker

- Loud, front-mounted speaker
- Supports tones and full audio



Features Comparison

FEATURE	COMMANDER™	Brand X*	Brand Y*	ATC v6.25 / (TEES)
Enclosure				
Dimensions (H x W x D)	8.2" x 15" x 6.5"	8.5" x 14.8" x 6.4"	10.5" x 14.8" x 7.8"	
Carrying Handle	2, integral, sides	integral, rear		
Engine Board				
ATC Standard Compliance	ver 6.25	ver 5.2b	ver 5.2b	
Processor	PowerQUICC 2 Pro	PowerQUICC 2 Pro		PowerQUICC 2 (TEES)
Additional Comm Processor	QUICC			
Speed (MHz)	400	233		
DRAM (MB)	128	128	64	64
FLASH Memory (MB)	256	64	64	32
SRAM (backed up) (MB)	2	2	1	1
Linux Version	3.4.118	2.6.3x	3.4	2.6.18
User Interface				
Display - Color Graphic	800 x 480		240 x 120	
Sunlight Readable	Y	Y		
Display Heater Option	Y			Optional
Graphics Support	HTML5		Android™	
Keypad (# of keys)	29	28	28 (2070)	28
Key Spacing	0.8"	~0.8"	0.5"	
Tactile Keys	Y	N	Y	
Touch Panel	Y	Y	Y	
Speaker	Y	Y		Beeper
Communication Ports				
Ethernet	5	4	4	4
Ethernet (Graphics Processor)	1			
Serial Port (NEMA Ports 1 & 2, C50S)	Y	Y	Y	
USB Ports	3	2	4	1
USB (Graphics Processor)	1			
Datakey Socket (side)	Y	Y	Y	Optional
SD Card Socket, Internal (Speed)	Fast			Optional
SD Card Socket, External (Speed)	Serial			
24V DC Over-Current	Electronic	Electronic		Yes
Comm Status Indicators	Y		Y	Yes
Comm Slot (side)	Y	Y	Y	Optional

*Other controller specifications based upon published data as of 04/01/2018

CUBIC™

Trafficware

NEMA Cabinets

Type 6



Refined and perfected over almost four decades of intensive customer use

Cubic | Trafficware offers a full line of NEMA standard cabinets that can be custom designed to suit your exact needs. The multitude of convenience and safety features found in our wired cabinets make installation and maintenance a snap.

Cubic | Trafficware's wired cabinet assemblies provide for 8 phase, 4 pedestrian, 4 overlap operation. Detector racks are available in a number of configurations including but not limited to 6, 8, 10 and 12 positions. The TS2 version also includes one position for a Bus Interface Unit (BIU) per detector rack. The load bay comes standard with 12 or 16 load switch positions and a 2 position BIU rack expandable up to 4.

Cubic | Trafficware's wired NEMA cabinet assemblies also feature a one piece body wrap with no seams, a divided exhaust plenum for dual fan operation to prevent backflow. Our standard cabinets are painted white on the inside with white terminal designations on a black anodized main panel for superior visibility. Hot-swappable modular MOVs can be added to the field termination strip for an added layer of surge protection.

The power panel is designed for up to 4 circuit breakers, any type of surge protection, a solid state relay and safety cover. Detector panels are available with optional surge protection. The main panel swings down without having to remove any cabinet modules. A swing out technician's panel, laptop shelf, cabinet print drawer or pouch as well as an auxiliary panel are all available in a number of configurations.

All Cubic | Trafficware cabinets undergo an intensive testing procedure for a minimum of 24 hours prior to shipment to ensure operational and safety "peace of mind" for decades to come.

Product Features & Specifications

FEATURES

- Meets NEMA Standards
- Base Mounted or pole mounted
- Constructed of .125" thick aluminum
- Stainless steel external hardware
- Continuous cabinet shell with no welded seams and a sloped roof to avoid accumulation of water
- "C" Mounting channels on side and back walls for mounting shelves and panels, 4 on sides and 2 on back
- 3-point latching mechanism with Corbin #2 lock
- Stainless steel door handle designed for padlock
- Stainless steel door hinge
- Single or double flanged door frame
- Doors sealed with closed cell neoprene gaskets
- Bar stop at top and/or at bottom of the door
- Swing out technician panel
- 16 Load switches: 8 phase, 4 pedestrian operation and 4 overlaps
- 32 Channel high density detector racks available
- Up to 16 position, swing down aluminum load bay
- Ground fault interrupt 115 VAC receptacle
- Pleated fiber filter in door
- Provision for mounting thermatically controlled fan(s), with a screened air exhaust opening under the roof overhang
- Heavy duty terminal blocks
- Engineered precisely to agency specifications

OPTIONS

Dimensions (rounded to the nearest inch)	Outside 54" H x 44" W x 26" D 68" H x 44" W x 26" D 77" H x 44" W x 26" D *Full range of custom sizes available	Opening 42" H x 41" W 56" H x 41" W 63" H x 41" W
Finish	Bare aluminum, anodized or powder coating in a variety of colors	
Shelving	2 to 4 shelves depending cabinet height	
TF BIU Slots	2 or 4	
Detector Panel	16 to 64 detectors	
Locks	Variety of lock and keying options	
Lighting	Incandescent, flourescent or LED light fixture options, door switch activated	
Hinge	Continuous or optional three (3) hinge arrangement, secured with stainless steel carriage bolts with nylock nuts	
Doors	Optional double-flanged	

TECHNICAL SPECIAL PROVISIONS**SPECIFICATIONS FOR TRAFFIC CONTROLLER ASSEMBLY**

The following are the descriptions of the items for the Palm Beach County Controller Assembly specification (Bid Item 670-5-11 and Bid Item 670-5-11A). The items include the cabinet and the loop detectors.

PBC Special 68" – TS2 – Type 6 -64 Channel

Description	Qty
Naztec TS2 TYPE 1 REGIONAL CABINET ASSEMBLY	1
Naztec 980 TS2 TYPE 2 Secondary Controller w/100 Mb Ethernet (designed for FSM)	1
P-44 Cabinet Assembly <u>Type-6 Size</u>	1
Naztec TS2 MMU Model 516 w/ Serial Port	1
Naztec TS2 BIU Model 130	6
16 - NEMA Load Switches, 1 NEMA Flasher, 8 Flash Transfer Relays	1
Luminaries Interface on Power Panel	1
Naztec TS2 Cabinet Power Supply	2
16 Channel Detector Rack	4
2 Channels Opticom Rack & Field Panel	1
64 Loop Detector Panel W/ 64 SRA-6LC Surge Arrestors	1
Set of FL DOT Spec Load Resistors For Back Panel	1
Ball Bearing Roller Drawer	1
Thermostat Controlled Fans	2
Hardened FSM Ethernet Switch	1
Naztec TS2 Dual Channel Detector Card w/ Timing and Delay	32
Add eight (8) detector Channels to Cabinet	3

PBC Normal 68" – TS2 – Type 5-32 Channel

Description	Qty
Naztec TS2 TYPE 1 REGIONAL CABINET ASSEMBLY	1
Naztec 980 TS1 TYPE 2 Secondary Controller w/ 100 Mb Ethernet (designed for FSM)	1
P-44 Cabinet Assembly <u>Type-5 Size</u>	1
Naztec TS2 MMU Model 516 w/ Serial Port	1
Naztec TS2 BIU Model 130	4
16 - NEMA Load Switches, 1 NEMA Flasher, 8 Flash Transfer Relays	1
Luminaries Interface on Power Panel	1
Naztec TS2 Cabinet Power Supply	1
16 Channel Detector Rack	2
2 Channels Opticom Rack & Field Panel	1
32 Loop Detector Panel W/ 32 SRA-6LC Surge Arrestors	1
Set of FL DOT Spec Load Resistors For Back Panel	1
Ball Bearing Roller Drawer	1
Thermostat Controlled Fans	2
Hardened FSM Ethernet Switch	1
Naztec TS2 Dual Channel Detector Card w/ Timing and Delay	16
Add eight (8) detector Channels to Cabinet	1

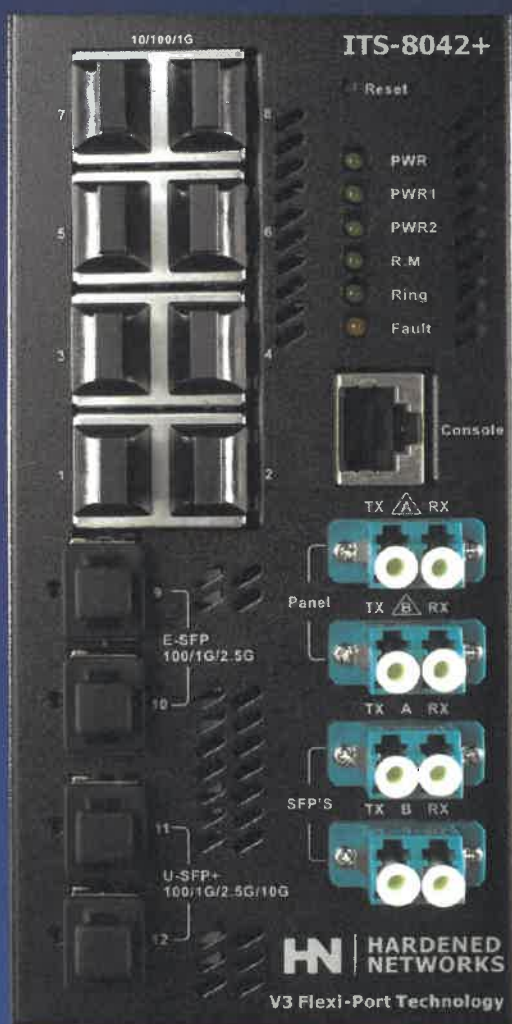
u:\traffic\signal misc\ala_attachments.doc

APL 684-002-028

**ITS Express Switch and ITS Express SFP Transceiver
Model 8042+ V3 (switch) and 100-LX10-OM-UHT
(transceiver)**

HN

HARDENED NETWORKS



ITS- 8042+ V3

HN

HN | **HARDENED NETWORKS** ITS-8042+ Overview V3 Technology

- Advanced Hardened Layer 2+
- Next generation ITS-8040+
- 10 Gb USFP+ (Ultra SFP+)
- 2.5 Gb ESFP (Enhanced SFP)
- Bypass Fiber Ports
- S-Flow network usage monitoring
- V3 Technology
- FL APL Approval #: 684-002-028
- Exceeds NEMA TS-2 Specifications
- 96 GB Back- Plane



- Designed for heavy video use in unicast/multi-cast in extreme environments
- Exceeds NEMA TS-2 specifications
- Layer 2++ managed hardened IGMP switch
- 2 USFP+ ports 100Mb/1000Mb/2.5Gb/10Gb (Ultra SFP+ ports)
- 2 ESFP ports 100Mb/1000Mb/2.5Gb (Enhanced SFP ports)
- 8 copper ports 10Mb/100Mb/1000Mb TX
- Easy to configure web interface designed by ITS users
- Optical monitoring with mapping capabilities
- Fast ITS ring recovery time < 10ms over 250 units of connections
- Remote monitoring of utilization and data flow with RMON
- File transfer options include SFTP, FTP, SCP, TFTP, HTTP, and HTTPS
- Ring Protocols: STP, RSTP, MSTP, PVST, PVST+, RPVST+, R-RVST+, ITS- Ring, Moxa/ Herschman/ Advatech Rings
- Notifications for link up, link down, SFP power/temperature, topology change ring environment, SMTP, SNMP, and relay output
- ESFP/USFP+ mix and match all speeds single or multi-mode, dual strand (LX, EX, ZX, ZR) or single strand fiber (BX, BR) 100Mb/1000Mb/2.5Gb/10Gb
- VeriPHY (advanced real-time copper cable testing)
- Optical Bypass Function supporting any speed and links including 2 port duplex (dual strand), or 4 port simplex (single strand) fiber connection
- Swapable primary and secondary software instances with multiple configuration storage
- Separate memory for forwarding plane, firmware, and startup configuration
- Bypass switching time < 10ms

ITS Express switches have been specifically engineered to handle the challenging demands of extreme environmental conditions and 8k multi-cast high bandwidth video applications.

A vast array of redundancy protocols combined with dual redundant power capabilities ensure maximum uptime for mission-critical applications.

Hardened Networks provides state-of-the-art designed switches, which all feature next-generation ASICs, robust backplanes, and dependable firmware. This gives you the "best-of-breed" in environmentally challenging switch products..

**Where Innovation
Meets Reliability**

Switch Model	ITS-8042+ V3
Physical Ports	
USFP+ 100Mb/1G/2.5GB/10GB Base-X SFP+	2
ESFP 100Mb/1G/2.5GB Base-X SFP	2
Copper TX 10Mb/100Mb/1000Mb Ports in RJ45 Auto MDI/MDIX	8
Technology	
Ethernet Standards	<ul style="list-style-type: none"> -IEEE 802.3-2018 for 10/100/1000 Base- T(X), 100/1000/2.5Base- (F)X, 10G Base-R -IEEE 802.3ab for 1000Base-T -IEEE 802.3z for 1000Base-X -IEEE 802.3x for Flow control -IEEE 802.3ad for LACP (Link Aggregation Control Protocol) -IEEE 802.1p for COS (Class of Service) -IEEE 802.1Q-2014 for VLAN Tagging, STP, RSTP, and MSTP -IEEE 802.1w R-PVST+ Cisco natively compatible for all VLANs -IEEE 802.1x for Authentication -IEEE 802.1AB for LLDP (Link Layer Discovery Protocol)
MAC Table	32k
Processing	Adaptive cut-through w/ fallback to store-and-forward
Priority Queues	8
Protocols	CSMA/CD
Packet Buffer	32Mbits
Jumbo Frame	Up to 10k Bytes
Switch Properties	<ul style="list-style-type: none"> -Switching bandwidth: 96Gbps -Maximum number of available VLANs: 4096 -VLAN ID range : VID 0 to 4095 -IGMP multicast groups: 64 for each VLAN -Port Loop Protection
Security Features	<ul style="list-style-type: none"> -HTTPS / SSH / SSL enhance management security -Device binding with alive check, DDOS Prevention, and stream check -SFTP, SCP secure file transfer -Port based network access control (802.1x) -IP Source Guard for DHCP Security -RADIUS/TACACS+ centralized user password management -User Privilege Level Management -SNMPv3 encrypted authentication and access security

Software Features	<ul style="list-style-type: none"> - Powerful GUI and CLI co-developed with our users -Redundant Ring (ITS-Ring) with recovery time less than 10ms -VLAN (802.1Q) with VLAN tagging -Port configuration, status, statistics, monitoring, security -DHCP Server/Client/Relay -NTP recurring Daylight Saving Time option
Multicast Features	<ul style="list-style-type: none"> -IGMP v1, 2, 3 - RFCs: 3376 with 4604 update -IPv6 Multicast Listener Discovery Protocol (MLDv2) -IGMP snooping globally or per VLAN -Configurable SSM Range designation -Selectable auto mode or IGMP/MLD version per VLAN -IGMP Snooping Port Group Filtering Profiles -IGMP/MLD Querier Election per VLAN
Traffic Prioritization	<ul style="list-style-type: none"> -TOS/Diffserv supported -CoS -Application based QoS -IP based bandwidth management -Port rate limiting: user define -Storm Control -Port Classification -Port Tag Remarking -Port DSCP -Port Policing and Shaping -Queue Policing and Shaping -DSCP- based QOS -WRED (Weighted Random Early Detection) for congestion avoidance
Network Redundancy	<ul style="list-style-type: none"> -ITS-Ring -Express-Chain -Express-Ring (Express Ring now integrates with Moxa, Advantech, and Hirschmann ring protocols) -STP/RSTP/MSTP (IEEE 802.1 d/w/s)/ PVST/PVST+ -R-PVST+ IEEE 802.1W native Cisco compatible per VLAN
RS-232 Serial Console Port	RS-232 in RJ45 connector with console cable. 115200bps, 8, N, 1
LED Indicator	
Power Indicator (PWR)	Green : Power LED x 2
Ring Master Indicator (R.M.)	Green : Indicates that the system is operating in Ring Master mode

LED Indicator	
Redundant-Ring Indicator (Ring)	-Green: Indicates that the system operating in redundant-ring mode -Green Blinking: Indicates that the ring is broken
Fault Indicator (Fault)	Amber: Indicate unexpected event occurred
10/100/1000Base-T(X) RJ45 Port Indicator	-Green for port link/act (upper) -Dual color LED for speed: Green for 1000Mbps -Link light amber for 100Mbps (upper), and amber for 10Mbps (lower)
1G/2.5GBase-X SFP Port Indicator	Dual color LED: Green for 2.5G link/act, Amber for 1G link/act
1G/10Gbase-X SFP Port Indicator	Dual color LED: Green for 10G link/act, Amber for 1G link/act
Power	
Redundant power input	Dual DC inputs 12-48VDC on 6-pin terminal block
Power Consumption (Typ.)	21.7 Watts
Overload Current Protection	Present
Reverse Polarity Protection	Present
Fault Contact	
Relay	Relay output to carry capacity of 1A at 24VDC
Reset Button	<5 sec: system reboot; >5 sec: factory default
Physical Characteristics	
Enclosure	IP-30
Weight (g)	1176g
Dimension (W x D x H)	74.3 (W) x 125 (D) x 153.6 (H) mm (2.93 x 4.3 x 6.05 inches)
Environmental	
Storage Temperature	-40 to 85C (-40 to 185F)
Operating Temperature	-40 to 85C (-40 to 185F)
Operating Humidity	5% to 95% Non-condensing
Regulatory Approvals	
EMC	EN55032, EN55024(CE EMC), FCC Part 15B, EN61000-3-2, EN61000-3-3
EMI	CISPR 32, EN55032, FCC Part 15B class A
EMS	-EN 61000-4-2 (ESD) -EN 61000-4-3 (RS) -EN 61000-4-4 (EFT) -EN 61000-4-5 (Surge) -EN 61000-4-6 (CS) -EN 61000-4-8 (PFMF) EN 61000-4-11 (DIP)
Shock	IEC 60068-2-27
Free Fall	IEC 60068-2-31
Vibration	IEC 60068-2-6
Safety	EN60950-1, UL 60950, EN 60950-1
Warranty	5 Years



ITS-8042+

The ITS-8042+ is the ITS-8042 with a built-in optical bypass switch, which in the event of a power outage, the fiber links on either side of the down switch will be directly linked in a ring or star topology.

The ITS-8042+ is designed for extreme weather conditions associated with power outages, including snow and ice storms, severe thunderstorms, tornadoes, hurricanes, and other inclement weather.

The ITS-8042+ provides two sets of bypass fiber ports giving the ESFP/USFP+ ports additional redundancy capability in either simplex or duplex modes.

The process is this simple:

Connect a LC fiber cable from ESFP/USFP+ fiber port to a SFP-labeled bypass port. Connect another LC fiber cable from the corresponding PANEL labeled bypass port with the same pair letter (A or B) to the fiber patch panel.

Once the cabinet and switch lose power, the transit traffic will travel through the bypass module and onto the next active switch.

Note that the fiber ports will work if they are not connected to a bypass port. This feature is a significant upgrade in resiliency because there is no disadvantage.

Bypass Specification	
Bypass Physical Ports	LC Connector: 4 simplex or duplex single-mode LC Connector
Fiber Ethernet	Optical Fiber: single mode 9/125nm
	Operating Wavelength: 1260-1570nm
	Switch Time: <10ms
Fault Contact	Relay output for power failure warning

ITSEXPRESS

ITS - SFP Single Mode Family

"ITS Solutions For The Future"

+ 2
Per Switch



The SFP transceiver is high performance, cost effective module supporting dual data-rate of 1.25Gbps/1.0625 Gbps and from 10km to 150km transmission distance with SMF.

- 1310nm FP laser and PIN photo
- Operating temperature -20 to +100°C
- Dual data-rate of 1.25Gbps/1.0625 Gbps operation
- 10k-20k-40k-60k-80k-120-150k transmission with SMF
- Available with optical monitoring (-om series)
- Standard serial ID compatible with SFP MSA
- SFP MSA Package with duplex LC connector
- Spring-Latch for high density applications
- Very low EMI and excellent ESD protection
- Multiple frequency options available
- +3.3V Single power supply

ITSEXPRESS

SmartMonitor

NEMA LCD MALFUNCTION MANAGEMENT UNIT

-

- ☐ Use a built-in SETUP WIZARD to ***quickly and accurately configure*** the Signal Monitor to the exact requirements of the cabinet and intersection?
- ☐ Use a MENU DRIVEN LCD interface to ***view*** vital cabinet operational details such as field signal voltages, historical event logs, and monitor configuration data?
- ☐ Use a built-in DIAGNOSTIC WIZARD to ***automatically diagnose*** cabinet malfunctions and ***pinpoint*** faulty signals?

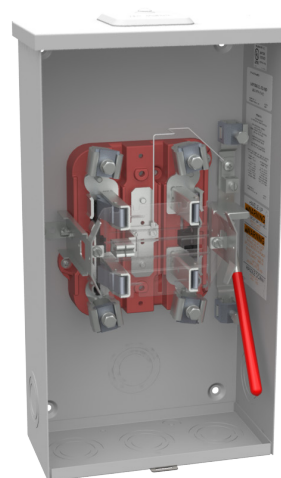
NEW MMU2-16LE SmartMonitor® ENHANCED FEATURES

ECcom PC Software: Access to the MMU2-16LE data is provided by the industry standard EDI ECcom Windows based software for status, event log retrieval, configuration, and data archival.





UAP3505-XL-TG-HSP



Catalog Number	UAP3505-XL-TG-HSP
Marketing Product Description	5 Terminal Ringless Small Closing Plate Triplex Ground Lever Bypass Stainless Steel Hasp Aluminum Painted
UPC	784572301061
Length (IN)	4.844
Width (IN)	10
Height (IN)	18.5
Brand Name	Milbank
Type	Ringless Meter Socket
Application	Meter Socket
Standard	UL Listed; Type 3R
Voltage Rating	600 Volts Alternating Current
Amperage Rating	125 Continuous Ampere
Phase	1 Phase
Frequency Rating	60 Hertz
Size	4.844L x 10W x 18.5H
Number Of Cutouts	0
Cutout Size	No Main Breaker
Cable Entry	Overhead
Terminal	Lay in
Insulation	Glass Polyester
Mounting	Surface Mount

Enclosure Aluminum with Powder Coat Finish

Jaw Quantity 5 Terminal

Bypass Type Lever Bypass

Number of Meter Positions 1 Position

Equipment Ground Triplex Ground

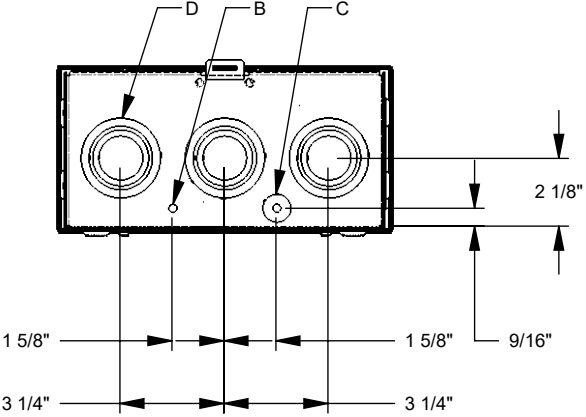
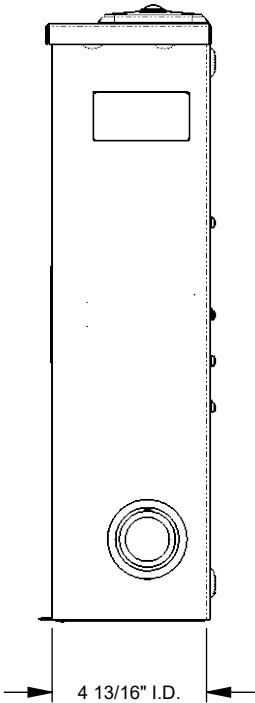
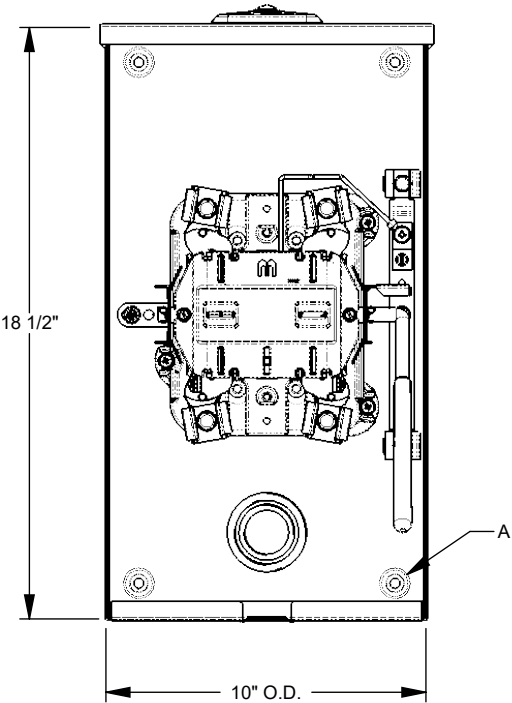
Hub Opening Small Closing Plate

Line Side Wire Range 6 - 2/0 AWG

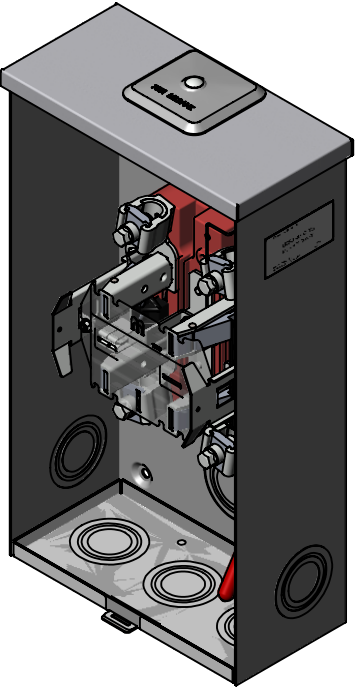
Load Side Wire Range 6 - 2/0 AWG

Number Of Receptacles 0

Please consult serving utility for their requirements prior to ordering or installing, as specifications and approvals vary by utility and may require local electrical inspector approval. All installations must be installed by a licensed electrician and must comply with all national and local codes, laws and regulations. Milbank reserves the right to make changes in specifications and features shown without notice or obligation.



FEATURE TABLE		
ITEM	QTY	DESCRIPTION
A	4	STD. MNTG. EMBOSS
B	1	1/4 SOLID K.O.
C	1	1/4, 1/2 CONC. K.O.
D	6	1, 1 1/4, 1 1/2, 2 CONC. K.O.



Version:

1

**All dimensions are +/- 1/16".
Drawing views are not to scale.**

Please consult serving utility for their requirements prior to ordering or installing, as specifications and approvals vary by utility, and may require local electrical inspector approval. All installations must be installed by a licensed electrician and must comply with all national and local codes, laws and regulations. Milbank reserves the right to make changes in specifications and features shown without notice or obligation.

**QO Standard Load Center Main Lugs, Fixed Mains
(1Ø3W—120/240 Vac Rainproof—UL Listed)**

Table 1.31: Fixed Main Lugs Rainproof Load Centers (Accepts Only QO Plug-on Circuit Breakers - Not compatible with QO Plug-on Neutral Circuit Breakers)

	Mains Rating	Spaces	Max. Single Pole Circuits [47]	Max. Tandem Circuit Breakers	Load Center Box and Interior	Main Wire Size AWG/kcmil		Equipment Ground Bar Kit (Order Separately)	Box No. [48]
						Al	Cu		
RAINPROOF	Non-Metallic Enclosure								
	Fixed Mains—Factory-Installed Main Lugs—10 kA Short Circuit Current Rating								
	60 A	2	4	2	QO24L60NRNM	14-4	14-4	Factory-installed	1NM
	Metallic Enclosure								
	Fixed Mains—Factory-Installed Main Lugs—10 kA Short Circuit Current Rating								
	40 A	2	2	0	QO2L40RB [49]	12-6	14-6	PK3GTA1	1R
	70 A	2	4	2	QO24L70RB [49]	12-3	14-4	PK4GTA	1R
	100 A	6	12	6	QO612L100RB [50]	8-1		PK7GTA	2R
		6	12	6	QO612L100TRB [50]			Factory-installed	2R
		8	16	8	QO816L100RB [50]			PK7GTA	2R
		6	12	6	QO612L100RBCU [50] [51]			PK7GTA	2R
		8	16	8	QO816L100RBCU [50] [51]			PK7GTA	2R
	125 A	4	8	4	QO148L125GRB [51]	12-2/0	14-2/0	PK7GTA Factory-included	15R

**Standard Load Center Main Breaker, Convertible Mains
(1Ø3W—120/240 Vac Rainproof—UL Listed)**

Table 1.32: Convertible Main Breaker Load Centers (Accepts Only QO Plug-on Circuit Breakers - Not compatible with QO Plug-on Neutral Circuit Breakers)

	Mains Rating	Spaces	Max. Single Pole Circuits [47]	Max. Tandem Circuit Breakers	Load Center Box and Interior	Al	Cu	Equipment Ground Bar Kit (Order Separately)	Box No. [48]
RAINPROOF	Convertible Mains —Factory-Installed Main Circuit Breaker With Feed-thru Lugs, 22 kA Short Circuit Current Rating Convertible to Main Lugs (See page 1-23 or Lower Amperage Main Circuit Breaker (See page 1-3) [52], [53]) QOM1 or QOM2 Main Circuit Breaker Frame Size—Copper Bus								
	125 A	6	12	6	QO1612M125FTRB [54]	4-2/0		PK12GTA	3R
	150 A	8	16	8	QO1816M150FTRB [54]	4-250		PK15GTAL	4R
	200 A	8	16	8	QO1816M200FTRB [54]	4-250		PK15GTAL	4R

Above listings through 200 A mains rating meet Federal Specification W-P-115C as Type 1, Class 2.

[47] Maximum single pole branch circuits utilizing QO and/or QOT circuit breakers.

[48] See page 1-31 or Indoor Enclosure Dimensions and Knockout Information, page 1-29

[49] Use 10 AWG maximum size wire for GFI and AFI circuit breakers.

[50] 70 A Max. branch circuit breaker and 70 A max. back fed main circuit breaker.

[51] Copper bus.

[52] Side hinge door device; allow 1-1/4 in. on left side for door to open.

[53] 22 k AIR main circuit breaker UL Listed for use ahead of QO, QOT, QO-GFI, QO-AFI, QO-EPD and QOPL 10 k AIR branch circuit breakers to permit their application on systems up to 22 kA

[54] QO1612M125FTRB provided with QOM1 frame main circuit breaker. QO1816M150FTRB and QO1816M200FTRB provided with QOM2 frame main circuit breaker.

Product data sheet

Characteristics

QO24L70RB

LOAD Center QO MLO 240V 70A 1PH 2SP

Product availability : Stock - Normally stocked in distribution facility



Price* : 131.00 USD



Main

Marketing Trade Name	QO
Product	Load Center
Enclosure type	Weatherproof enclosure
Cover type	Surface cover

Complementary

Tightening torque	Main lugs 35 lb.in, AWG 14...AWG 10, aluminium/copper Main lugs 45 lb.in, AWG 3, aluminium/copper Main lugs 40 lb.in, AWG 8...AWG 4, aluminium/copper Main lugs 35 lb.in, AWG 12...AWG10, aluminium/copper
Load Center Type	Main lugs
Line Rated Current	70 A
Number of spaces	2
Max Short Circuit Current Rating	65 kA
Maximum Number of Single Pole Circuits	4
Maximum Number of Tandem Breakers	2
Number of Phases	1 phase
Voltage Rating	120/240 V AC
Wire Size	AWG 12...AWG 3 aluminium AWG 14...AWG 4 copper
Electrical Connection	Lugs
Grounding Bar	Grounding bar (ordered separately)
Electrical connection	Lugs
Wiring configuration	3-wire
Busbar Material	Tin plated aluminium busbar
Enclosure Material	Welded galvanized steel

* Price is "List Price" and may be subject to a trade discount – check with your local distributor or retailer for actual price.

Sep 30, 2020

Cover Finish	Baked enamel Gray
Box number	1R
Maximum Height	9.37 in (238 mm)
Maximum Width	4.88 in (124 mm)

Environment

Enclosure Rating	NEMA 3R outdoor
Ambient air temperature for operation	23 °F (-5 °C) 104 °F (40 °C)
Product certifications	UL Listed

Ordering and shipping details

Category	00101 - QO 1PH LC,2-8CKT,NEMA 1,3R
Discount Schedule	DE3A
GTIN	00785901785132
Nbr. of units in pkg.	1
Package weight(Lbs)	5.05 lb(US) (2.29 kg)
Returnability	Yes
Country of origin	MX

Packing Units

Unit Type of Package 1	PCE
Package 1 Height	4.80 in (12.192 cm)
Package 1 width	5.80 in (14.732 cm)
Package 1 Length	11.00 in (27.94 cm)
Unit Type of Package 2	PAL
Number of Units in Package 2	213
Package 2 Weight	1127.00 lb(US) (511.198 kg)
Package 2 Height	37.50 in (95.25 cm)
Package 2 width	40.00 in (101.6 cm)
Package 2 Length	48.00 in (121.92 cm)

Offer Sustainability

Sustainable offer status	Green Premium product
REACH free of SVHC	Yes
EU RoHS Directive	Compliant EU RoHS Declaration
Toxic heavy metal free	Yes
Mercury free	Yes
RoHS exemption information	Yes
China RoHS Regulation	China RoHS declaration
Environmental Disclosure	Product Environmental Profile

Contractual warranty

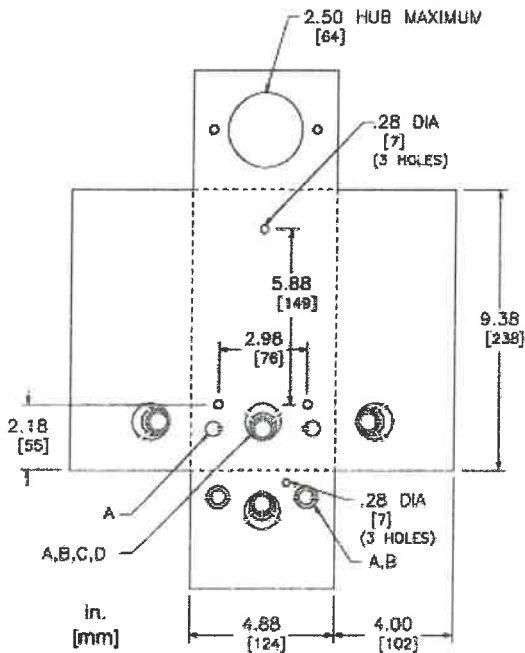
Warranty	18 months
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Product data sheet

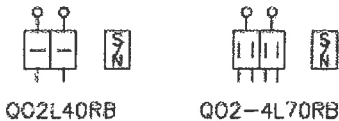
Dimensions Drawings


QO24L70RB

Approximate Dimensions



KNOCKOUTS				
SYMBOL	A	B	C	D
IN	.50	.75	1.00	1.25
MM	13	19	25	32





PH: 405-340-3434
FAX: 405-340-3435
Edmond, OK 73013
www.pelcoinc.com

This drawing is for reference only. It is the property of Pelco and is not to be used in whole or in part without Pelco's written permission.

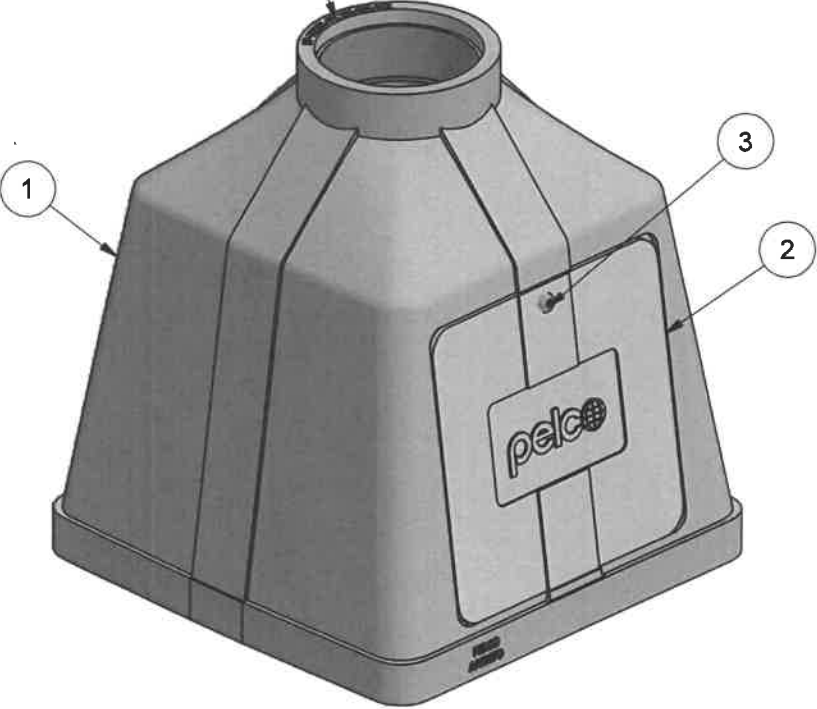
ASSEMBLY SHEET

REF: State of Florida

TITLE: Base Assy, Square w/ Plastic Door & Florida Markings, Alum, Cert # 646-001-001

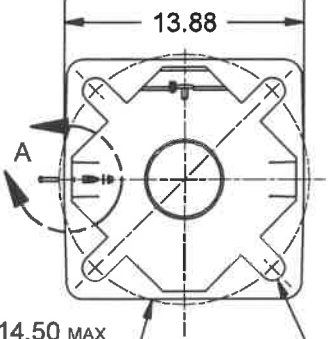
PART NO.: SP-1116-FL

SP-1116-FL XX-XX-XX (DATE)

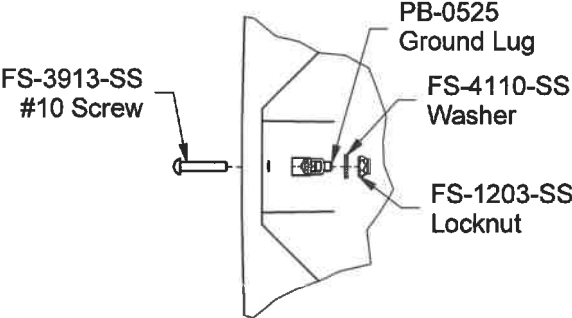


PART NO
SP-1116-FL-PNC
SP-1116-FL-NL-GL-PNC

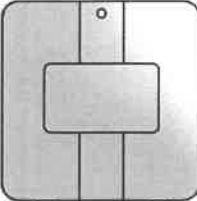
Door, No Logo
Ground Lug
Process No Color



Base Bolt Circle



VIEW A
Grounding Lug Option
PB-5323



PB-0543-00-M1
Plastic Door w/o Logo

OPTIONS

NL=No Logo on Plastic Door

GL=Grounding Lug

Paint

ITEM	PART NUMBER	DESCRIPTION	QTY
1	PB-0545	Base, Square w/o door, Alum	1
2	PB-0543-M1	Door, Square Base, w/ Pelco Logo & 3/8" Hole, Plastic	1
3	FS-2039-SS	Screw, Soc Button Hd, 5/16"-18 x 1", Type 304 Stainless	1

CBJ
DRAWN:

12/29/2015
DATE:

JDC
CHECKED:

1/7/2016
DATE:

JLH
MFG ENG:

1/7/2016
DATE:

RKV
QA:

1/7/2016
DATE:

A
REV:

10/13/16 SRD
DATE:

TWO
REV CHKD:

10/13/2016
DATE:

SHEET 1 OF 2

PelcoVertical.dwg 3/16/15

Pedestal Bases

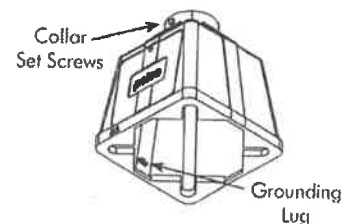
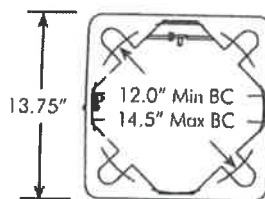
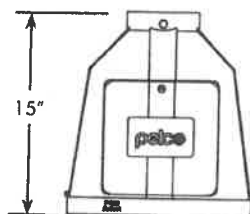
Base Assy, Square w/ Plastic Door

APL Certification #646-001-001



SP-1116-FL - ☐ Door - ☐ Grounding Lug - ☐ Coating

NL=No Logo Blank=None PNC=Process No Color
Blank=Pelco Logo GL=Grounding Lug P_ =Paint



Anchor Bolt Kit, 3/4"-10NC x 18" w/ 4 Flat Washers & 8 Hex Nuts Domestic w/ Certs, Galv

PB-5543-GLV



Note: 1. All assemblies are supplied standard with stainless steel fasteners, slotted washers, and cables where applicable.
2. See page ii for available paint colors.



GE
Lighting

GTX™ City

LED Countdown Pedestrian Signals

16 x 18 inch



Excellent Appearance & Visibility

- Robust LED system design enables high luminous intensity over product life cycle
- Efficient optical system minimizes power consumption while providing excellent uniformity and viewing angles
- Single piece transparent front window with internal masking to prevent:
 - countdown and icons display from being readily visible when not in operation
 - scratches and abrasions compared with external silk screen technology
- Bright and clear icons
- Fully uniform look
- Lower profile*
- Improved luminous intensity uniformity

Outstanding Reliability & Robust Operation

- Internal conflict monitor preventing walk and don't walk indications to light up at the same time
- Individual power supply drives each display to ensure proper indication
- Reduced overall power consumption*

* Compared to PS7-CFF1-27A

Meets Rigorous Certification & Testing Standards

- Intertek ETL Verified compliant
- DOE compliant
- Using MIL-STD-810F and NEMA 250-1991 Type 4 for environmental robustness, passed reliability and qualification testing including high temperature, high humidity cycling (HTHH for 1,000 hours)
- Compliant (for Full Hand/Full Person) with the ITE PTCSI LED Signal Modules
 - version dated August 2010



imagination at work



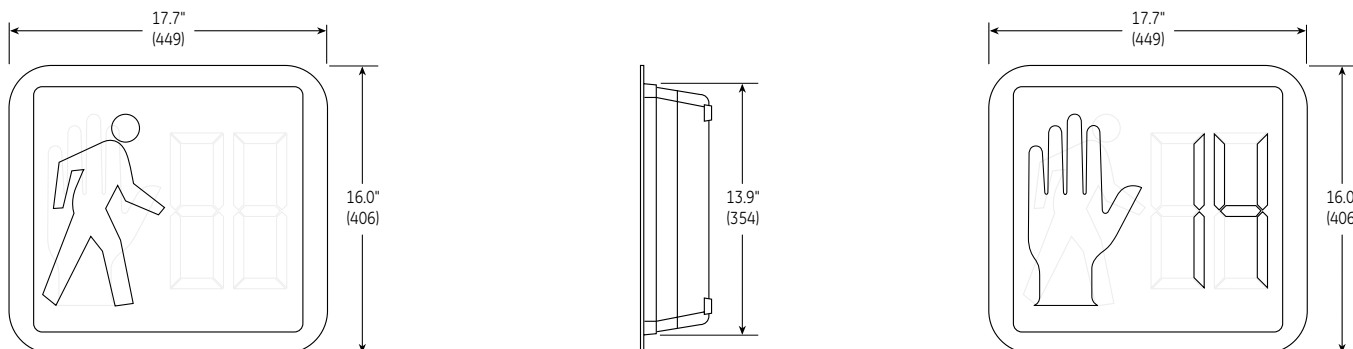
The Greatest Signals Stand the Test of Time.™

GTX™ City LED Countdown Pedestrian Signals

- 16 x 18 inch module

Mechanical Outline

Dimensions in inches. (mm) indicates metric equivalent



Design Compliance

Test type	Compliance
Luminous intensity, Uniformity & Viewing Angles	ITE PTCSI LED Signal Modules version of August 2010
Chromaticity	ITE PTCSI LED Signal Modules version of August 2010
Moisture Resistance	MIL-STD-810F Procedure 1, Rain & Blowing Rain
Mechanical Vibration	MIL-STD-883 Test Method 2007
Electronic Noise	FCC Title 47 Sec 15 Sub. B ¹
Transient Voltage Protection	Sec. 2.1.6 NEMA TS 2-2003 Sec. 2.1.8 NEMA TS 2-2003
Controller Compatibility	NEMA TS-2-2003
Transient Suppression	Sec. 8.2 IEC 1000-4-5 & Sec. 6.1.2 ANSI/IEEE C62.41.2 - 2002, 3KV, 2 Ω Sec. 8.0 IEC 1000-4-12 & Sec. 6.1.1 ANSI/IEEE C62.41.2 - 2002, 6KV, 30 Ω
Wiring	NFPA 70, National Electric Code
Digits	MUTCD 2003, Section 4E.07, Countdown Numbers Minimum 9" Height & 7" Width

¹ Class A

Operating Specifications

Parameter	Rating
Operating Temperature Range*	-40 to +74°C (-40 to +165°F)
Operating Voltage Range	80 to 135 V (60Hz AC)
Power Factor (PF)	> 90 %
Total Harmonic Distortion (THD)	< 20 %
Voltage Turn-Off (VTO)	35 V
Start-up Time	< 75msec
Lens & Shell Material	UV Stabilized Polycarbonate
Wiring	16 AWG, Color Coded with Strain Relief
LED Color	Hand: Portland Orange Person: Lunar White Countdown: Portland Orange
Default Mode	Hand only

* Performed in compliance with ITE test method described in the technical notes

Product Information

Model Number	Dimensions		Symbol		AC Voltage Nominal	Power (W)			Minimum Luminous Intensity Cd/m ²	
	Dimensions	Layout	Hand	Person		Hand	Person	Countdown	Hand/Digit	Person
PS7-CFF1-VLA	16 x 18 in	Overlay Countdown	Full	Full	120V - 60Hz	6	6	8	1400	2200

¹ Class A.

² Full MUTCD Compliance

Test Condition : T_a = 25°C. All values are design or typical values when measured under laboratory conditions.



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1 - 8 8 8 - 6 9 - 4 3 - 5 3 3 for North America · or · + 1 . 2 1 6 . 2 6 6 . 2 4 1 9

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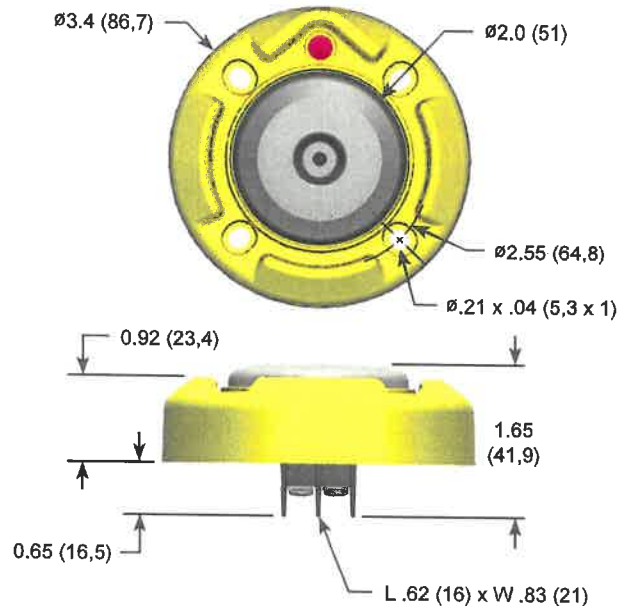
TRAF289-R012615

665-1-11

SKU# 22304

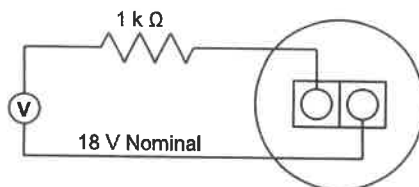
POLARA ENGINEERING INC. 9153 STELLAR CT., CORONA, CA 92883 (888) 340-4872

BDL3 – Bulldog III Series Vandal Resistant ADA Push Button



Push button with Palm Beach County logo
Manufacturer custom etch BDL3-B-CE

Suggested Test Circuit
(Momentary Mode Only)



BDL3-Y model shown.
Dimensions are in inches (millimeters).

This button is a highly vandal resistant button with essentially no moving parts. It is pressure activated, but can withstand an impact from a baseball bat or hammer. When the switch activates, you hear a beep and the LED either flashes (Momentary Mode) or lights and stays on until the walk cycle (Latching Mode).

Body Material: Aluminum, Powder Coated

Button Material:

Standard: 316 Stainless Steel
Arrow Button: Anodized 6061 Aluminum, Nickel Plated Black Powder Coat on area surrounding arrow

Piezo Driven Solid State Switch:

Operating Force: 3.0 lbs. Maximum
Operating Temperature: -30°F to 165°F (-34°C to 74°C)
Operating Voltage: 12-36 VDC, 9-25 VAC RMA (18 VDC Typ.)
MTBF: 8,800,000 hours Typ.
Switch Operating Life: Greater than 300 million operations.
"Off" Current: 15 μ A Typ.
"On" Resistance: 40 Ω Typ. (Momentary)
Maximum "On" Current: 30 mA (over-current protection) Typ.
Maximum "On" Time: 11 sec. Typ.
Debounce Time: 85 ms. Typ.

LED Operating Modes:

Momentary: Approx 0.025 sec. LED flash each time button is pressed.
Latching: LED activates only during non-walk phases and stays on until the beginning of the walk phase.

LED Specifications:

Luminous Intensity: 0.3 Lux @ 1 meter Minimum (Red)
Viewing Angle: 155° Typical

Beeper:

Volume: 68dB @ 1 meter Typ.
Beep on Press: 3.5 kHz
Beep on Release: 2.6 kHz
Beep Length: 50ms Typ.

Terminal screws include washers (clamping plates) intended for bare wire. Crimp Terminals are not recommended.

Warranty: 5 Years, free from manufacturers defects

See page 2 for additional design compliance and ordering information.

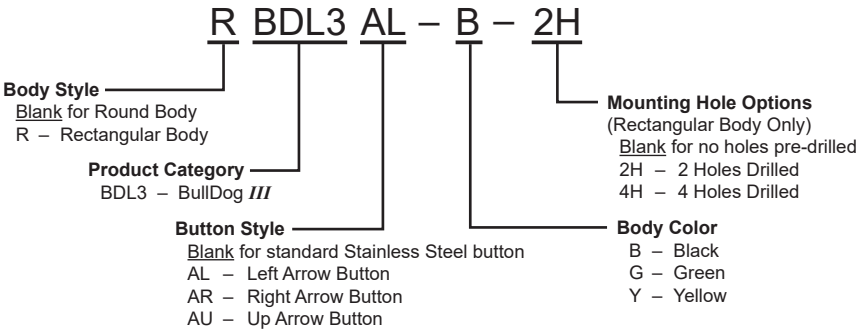


Design Compliance

Test Type	Compliance
Activation Force	MUTCD 2009 - 4E
Temperature and Humidity	NEMA TS 2
Transient Voltage Protection	NEMA TS 2
Transient Suppression	IEC 61000-4-4, IEC 61000-4-5
Lightning and Power Protection	GR-1089-CORE, Extended to 6000V-400A, 25 reps, 120VAC-15 mins.
Electronic Noise	FCC Title 47, Part 15, Class A
Mechanical Shock and Vibration	NEMA TS 2
Ingress of Water	NEMA 250 - 6P, Rain, Snow, etc...
Ingress of Water	NEMA 250 - 6P, Submersion
Salt Spray and Corrosion	NEMA 250 - 6P
Ingress of Foreign Objects	NEMA 250 - 6P
Electrical Reliability	NEMA TS 4

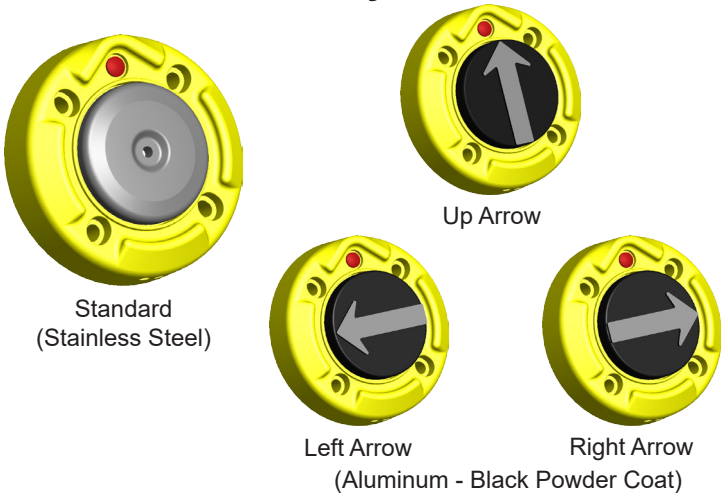
Note: Applicable sections only of reference standards. All specifications are subject to change without notice.

Product Ordering Information



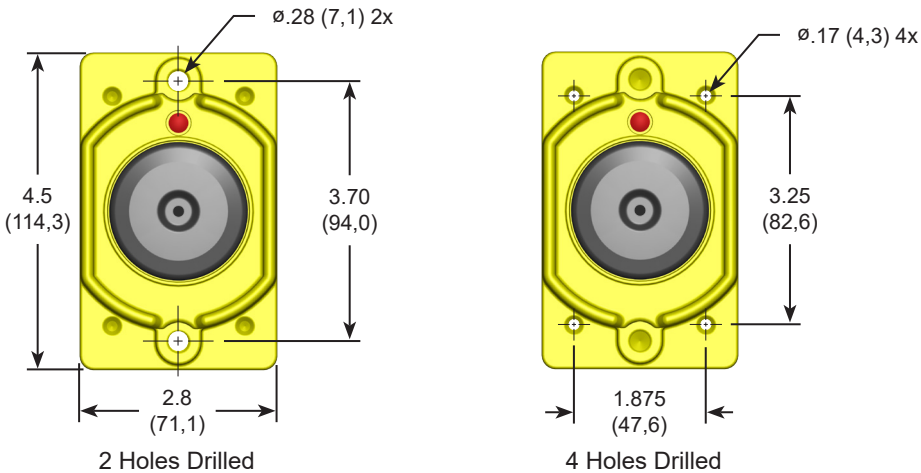
Push button with Palm Beach County logo
Manufacturer custom etch BDL3-B-CE

Button Styles



Mounting Hole Options

(Rectangular Body Only)





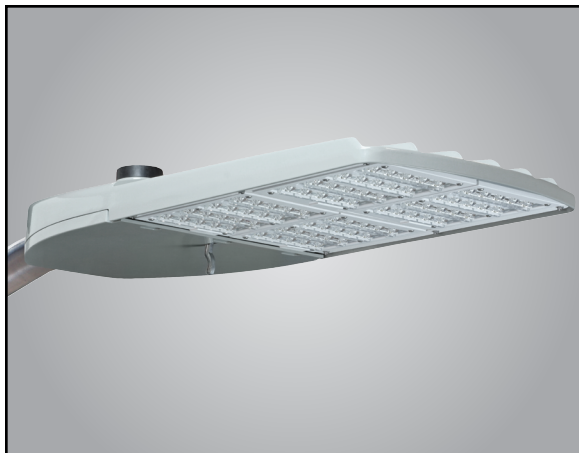
Consistent with LEED® goals
& Green Globes™ criteria
for light pollution reduction



Autobahn Series ATB2

Roadway Lighting

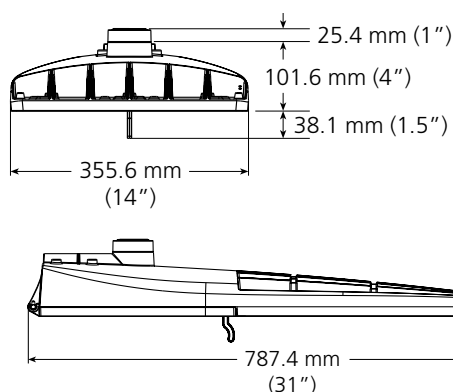
PRODUCT OVERVIEW



Applications:

Roadways
Off ramps
Residential streets
Parking lots

DIMENSIONS



Effective Projected Area (EPA)
The EPA for the ATB2 is 0.78 sq. ft.,
Approx. Wt. = 21 lbs. (9.53 kg)

STANDARDS

DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Color temperatures of $\leq 3000\text{K}$ must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient.

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

BUY AMERICAN ACT — Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT regulations. Please refer to www.acuitybrands.com/buy-american for additional information.

Note: Specifications subject to change without notice.

Autobahn Series – AEL_0109_ATB2

Features:

OPTICAL

The Autobahn's new molded silicone optics provide exceptional performance. Silicone optics are superior to other polymeric materials in the areas of; optical efficiency, thermal performance, and reduction in dirt accumulation, all of which can lead to long term lumen degradation and a shift in optical distribution. Also, because silicone allows for the molding of fine details as well as thick sections, it produces the most crisp, clean and well-defined lighting distributions available. Silicone optics paired with modern LED's allow the Autobahn to take full advantage of both technologies.

Same Light: Performance is comparable to 400-1000W HPS roadway luminaires.

White Light: Correlated color temperature - 4000K, or optional 2700K, 3000K or 5000K, all 70 CRI minimum.

Unique IP66 rated LED light engines provided 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available in Type II, III, IIIL, IV, & V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated $>100,000$ hours at 25°C , L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an average of 40-60% over comparable HPS platforms.

Robust Surge Protection: Two different surge protection options provide a minimum of ANSI C136.2 10kV/5kA protection. 20kV/10kA protection is also available.

Luminaire ships with a 0-10v dimmable driver. Luminaire is continuous and step dimming capable via AO option or controls installed on P7 photocontrol receptacle option.

MECHANICAL

Easy to Maintain: Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing is polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 7 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Four-bolt mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter and provides a 3G vibration rating per ANSI C136.31.

Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 Pin photocontrol receptacle is standard, with the Acuity designed ANSI 7 Pin receptacle optionally available.

Premium solid state locking sale photocontrol - PCSS (10 year rated life). Extreme long life sold state locking style photocontrol - PCLL (20 year rated life).

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and can also allow a single fixture to be flexibly applied in many different applications.

Autobahn Series ATB2

Roadway Lighting

ORDERING INFORMATION

Series	Performance Packages	Voltage	Optics
ATB2 Autobahn LED Roadway	P601 26,192 lumens nominal	MVOLT Multi-volt, 120-277V	R2 Roadway Type II
	P602 29,188 lumens nominal	347 347V	R3 Roadway Type III
	P603 33,062 lumens nominal	480 480V	R3L Roadway Type III Long
	P604 36,305 lumens nominal	XVOLT ³ 277V-480V	R4 ² Roadway Type IV
	P605 39,786 lumens nominal		R5 Roadway Type V
	P901 30,398 lumens nominal		
	P902 36,273 lumens nominal		
	P903 41,215 lumens nominal		
	P904 45,247 lumens nominal		
	P905 50,476 lumens nominal		
Options			
<u>Color Temperature (CCT)</u> (Blank) 4000K CCT, 70 CRI Min. 27K 2700K CCT, 70 CRI Min. 3K 3000K CCT, 70 CRI Min. 5K 5000K CCT, 70 CRI Min.		<u>Misc. (continued)</u> UMR-XX 8" Horizontal Arm for Round Pole, Painted to match Fixture UMS-XX 8" Horizontal Arm for Square Pole, Painted to match Fixture UMR-GALV 8" Horizontal Arm for Round Pole, Galvanized UMS-GALV 8" Horizontal Arm for Square Pole, Galvanized	
<u>Paint</u> (Blank) Gray (Standard) BK Black BZ Bronze DDB Dark Bronze GN Green GI Graphite WH White		<u>Accessories:</u> House Side Shields for field installation ATB2P60XR2/R5HSS for use with P601 - P605, R2, R3L, R5 distributions ATB2P60XR3HSS for use with P601 - P605, R3 distribution ATB0P60XR4HSS for use with P601 - P505, R4 distribution ATB2P90XR2/R5HSS for use with P901 - P905, R2, R3L, R5 distributions ATB2P90XR3HSS for use with P901 - P905, R3 distribution	
<u>Surge Protection</u> (Blank) Standard 20kV/10kA SPD MP MOV Pack 10kV/5kA		<u>Controls</u> (Blank) 3 Pin NEMA Photocontrol Receptacle (Standard) P7 7 Pin Photocontrol Receptacle (Dimmable Driver Included) NR No Photocontrol Receptacle AO Field Adjustable Output PCSS ¹ Solid State Lighting Photocontrol (120-277V) PCLL Solid State Long Life Photocontrol SH Shorting Cap	
<u>Terminal Block</u> (Blank) Terminal Block (Standard) T2 Wired to L1 & L2 Positions		<u>Notes</u> 1. Not available in 347 or 480V. 2. Not available with P901 - P905 performance packages 3. XVOLT option only available with P601 and P602 performance packages	
<u>Misc.</u> BL External Bubble Level HSS House-Side Shield NL Nema Label XL Not CSA Certified HK Hingekeepers BAA Buy America(n) Act Compliant		<u>Packaging</u> (Blank) Single Unit (Standard) JP Job Pack (24/Pallet)	



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Autobahn Series ATB2

Roadway Lighting

P E R F O R M A N C E P A C K A G E								
ATB2	Distribution	Input Watts	2700K		3000K		4000/5000K	
			Lumens	LPW	Lumens	LPW	Lumens	LPW
P601	R2	175	22,828	131	24,280	139	27,200	156
	R3		22,689	130	25,200	144	27,080	155
	R3L		21,844	125	22,513	129	23,761	136
	R4		23,376	135	23,760	136	24,770	143
	R5		23,291	135	23,810	138	24,680	143
P602	R2	196	24,983	126	26,610	135	30,060	152
	R3		24,831	126	27,770	142	30,020	153
	R3L		24,270	124	24,770	126	26,400	135
	R4		25,697	135	26,280	137	27,230	143
	R5		25,489	135	26,270	138	27,010	144
P603	R2	233	28,442	121	30,430	131	34,020	145
	R3		28,269	121	32,760	141	33,990	145
	R3L		27,087	116	28,050	120	29,464	126
	R4		29,359	124	29,800	126	31,110	132
	R5		29,019	125	29,850	127	30,750	132
P604	R2	263	31,060	118	33,130	126	37,050	140
	R3		30,871	118	35,670	136	36,950	141
	R3L		29,369	112	30,541	116	31,946	121
	R4		32,001	125	32,450	126	33,910	132
	R5		31,690	126	32,790	127	33,580	133
P605	R2	295	33,992	115	36,960	125	39,750	135
	R3		33,785	115	38,670	131	39,910	136
	R3L		31,867	108	33,149	112	34,663	118
	R4		34,728	120	35,430	122	36,800	127
	R5		34,681	121	35,130	122	36,750	128
P901	R2	199	27,147	137	28,470	143	30,430	154
	R3		26,982	135	29,040	146	31,350	157
	R3L		26,100	131	26,603	134	28,390	143
	R5		27,698	141	29,020	146	29,350	149
P902	R2	245	32,512	133	35,070	144	38,090	156
	R3		32,314	132	35,600	145	38,970	159
	R3L		31,000	127	31,344	128	33,720	138
	R5		33,171	137	33,740	138	35,150	145
P903	R2	282	37,007	131	39,380	140	42,990	152
	R3		36,782	130	39,540	140	43,580	154
	R3L		35,238	125	35,154	125	38,330	136
	R5		37,758	134	37,860	134	40,010	142
P904	R2	319	40,420	127	43,410	137	47,220	148
	R3		40,175	126	43,600	137	48,170	151
	R3L		38,327	120	38,078	119	41,690	131
	R5		41,240	132	41,420	132	43,700	140
P905	R2	369	44,573	121	48,390	132	52,380	142
	R3		44,303	120	48,560	132	53,940	146
	R3L		42,886	116	42,455	115	46,649	126
	R5		45,477	128	45,390	127	48,190	136

Note: Individual fixture performance may vary. Specifications subject to change without notice.

ATB2	15C	20C	25C	30C	35C	40C
LLD Multiplier	1.02	1.01	1.00	0.99	0.98	0.97

To calculate the LLD for a temperature other than 25°C, multiply the LLD @ 25°C (shown in the performance package table) by the LLD multiplier for the selected temperature.



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Autobahn Series ATB2

Roadway Lighting

P E R F O R M A N C E P A C K A G E									
LLD @ 25°C									
ATB2	R2, R3 Distributions 3000K & 4000K CCT			R2, R3 Distributions 2700K & 5000K CCT*			R3L, R4, & R5 Distributions Any CCT		
	50k Hours	75k Hours	100k Hours	50k Hours	75k Hours	100k Hours	50k Hours	75k Hours	100k Hours
P601	0.96	0.94	0.93	0.92	0.88	0.85	0.92	0.88	0.85
P602	0.96	0.94	0.93	0.92	0.88	0.85	0.92	0.88	0.85
P603	0.96	0.94	0.93	0.91	0.87	0.84	0.91	0.87	0.84
P604	0.96	0.94	0.93	0.91	0.87	0.83	0.91	0.87	0.83
P605	0.96	0.94	0.93	0.90	0.86	0.82	0.90	0.86	0.82
P901	0.96	0.94	0.93	0.91	0.88	0.84	0.91	0.88	0.84
P902	0.96	0.94	0.93	0.91	0.87	0.83	0.91	0.87	0.83
P903	0.96	0.94	0.93	0.90	0.86	0.82	0.90	0.86	0.82
P904	0.96	0.94	0.93	0.90	0.86	0.82	0.90	0.86	0.82
P905	0.96	0.94	0.93	0.89	0.84	0.79	0.89	0.84	0.79

* Also includes any custom (non-catalog) CCT



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Autobahn Series ATB2

Roadway Lighting

B.U.G. Ratings										
ATB2	Distribution	2700K			3000K			4000/5000K		
		B	U	G	B	U	G	B	U	G
P601	R2	3	0	3	3	0	3	3	0	3
	R3	3	0	3	3	0	3	3	0	4
	R3L	3	0	4	3	0	4	3	0	4
	R4	3	0	4	3	0	4	3	0	4
	R5	5	0	3	5	0	3	5	0	3
P602	R2	3	0	3	3	0	3	3	0	3
	R3	3	0	3	3	0	4	3	0	4
	R3L	3	0	4	3	0	4	3	0	4
	R4	3	0	4	3	0	4	3	0	4
	R5	5	0	3	5	0	3	5	0	3
P603	R2	3	0	3	3	0	3	4	0	4
	R3	3	0	4	3	0	4	3	0	4
	R3L	3	0	4	3	0	4	3	0	4
	R4	3	0	5	3	0	5	3	0	5
	R5	5	0	4	5	0	4	5	0	4
P604	R2	3	0	3	4	0	4	4	0	4
	R3	3	0	4	3	0	4	3	0	4
	R3L	3	0	4	3	0	4	3	0	5
	R4	3	0	5	3	0	5	3	0	5
	R5	5	0	4	5	0	4	5	0	4
P605	R2	4	0	4	4	0	4	4	0	4
	R3	3	0	4	3	0	4	3	0	4
	R3L	3	0	5	3	0	5	3	0	5
	R4	3	0	5	3	0	5	4	0	5
	R5	5	0	4	5	0	4	5	0	4
P901	R2	3	0	3	3	0	3	3	0	3
	R3	3	0	4	3	0	4	3	0	4
	R3L	3	0	4	3	0	4	3	0	4
	R5	5	0	3	5	0	4	5	0	4
P902	R2	4	0	4	4	0	4	4	0	4
	R3	3	0	4	3	0	4	3	0	4
	R3L	3	0	5	3	0	5	3	0	5
	R5	5	0	4	5	0	4	5	0	4
P903	R2	4	0	4	4	0	4	4	0	4
	R3	3	0	4	3	0	4	4	0	5
	R3L	4	0	5	4	0	5	4	0	5
	R5	5	0	4	5	0	4	5	0	4
P904	R2	4	0	4	4	0	4	4	0	4
	R3	3	0	4	4	0	5	4	0	5
	R3L	4	0	5	4	0	5	4	0	5
	R5	5	0	4	5	0	4	5	0	4
P905	R2	4	0	4	4	0	4	4	0	5
	R3	4	0	5	4	0	5	4	0	5
	R3L	4	0	5	4	0	5	4	0	5
	R5	5	0	5	5	0	5	5	0	5



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www.acuitybrands.com/support/warranty/terms-and-conditions

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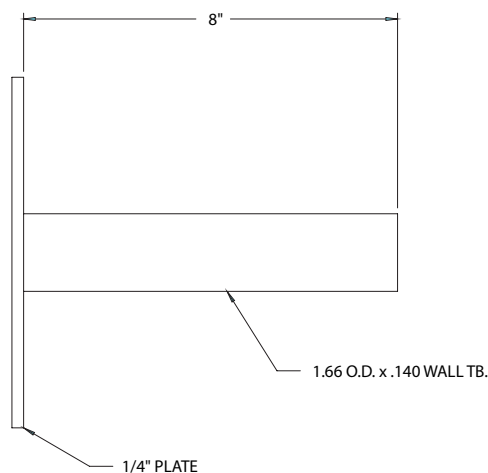
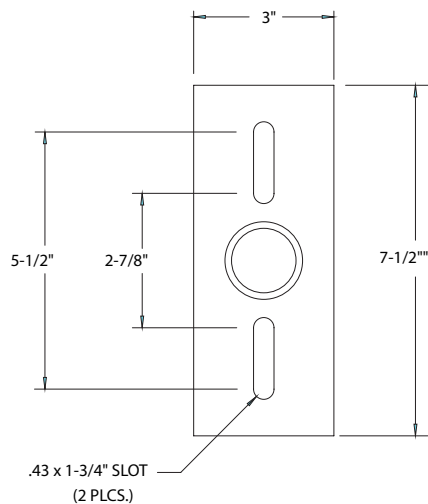
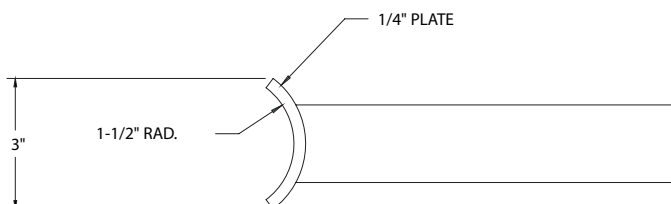
Please contact your sales representative for the latest product information.

Autobahn Series ATB2

Roadway Lighting

UMR POLE ADAPTOR

RECOMMENDED FOR USE WITH POLES OF 4" DIAMETER OR SMALLER



UMS POLE ADAPTOR



AEL Headquarters, One Lithonia Way, Conyers Georgia 30012
 www.americanelectriclighting.com Phone: 1-866-HOLOPHANE
 Email: TechSupportINF@AcuityBrands.com

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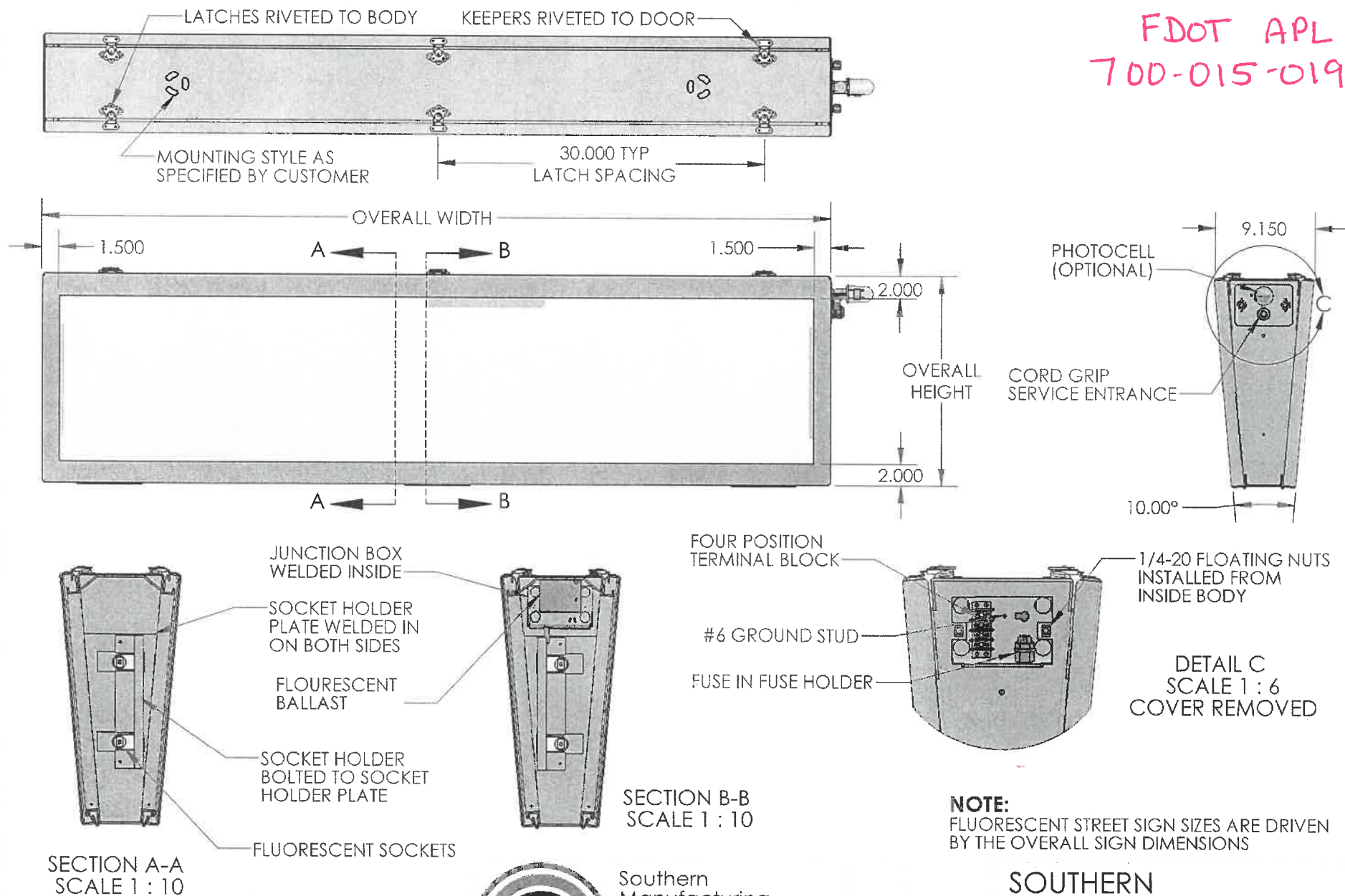
Warranty Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:

www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

FDOT APL
700-015-019



SOUTHERN MANUFACTURING
AATERIAL: 5052-H32 ALUMINUM .125"
FINISH: INSIDE: WHITE
OUTSIDE: PER CUSTOMER

Southern
Manufacturing

150 Hope Street
Longwood, FL 32750
ph: 407-894-8851
fx: 407-831-1508

DRAWN By:

CHECKED:

MFG APPR:

Cust APPR:

NAME

TSH

DATE

11/9/2012

P/N:

FLD SUBMITTAL

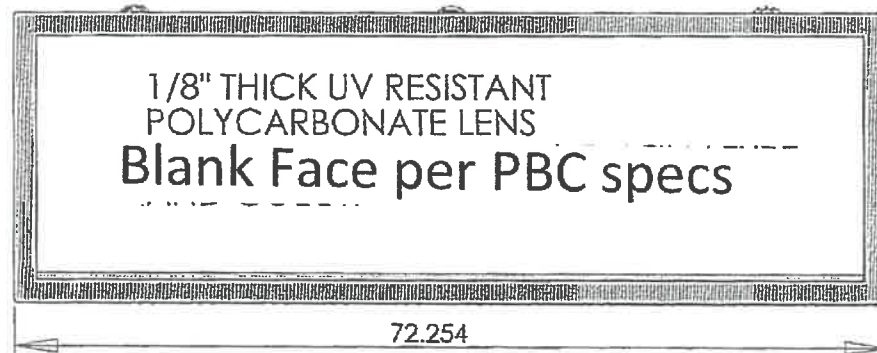
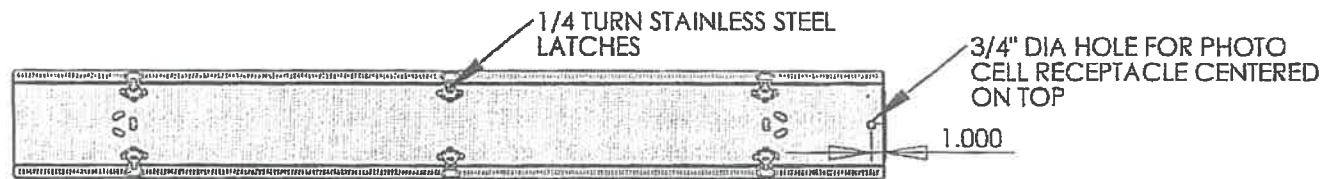
FLUORESCENT STREET SIGN,

Scale:

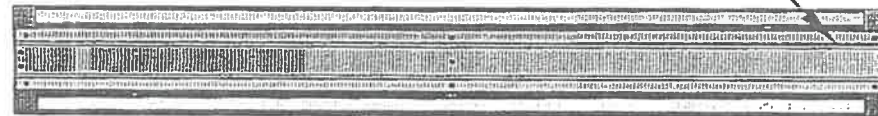
Sheet 1 of 1

Rev: 1

SIZE A



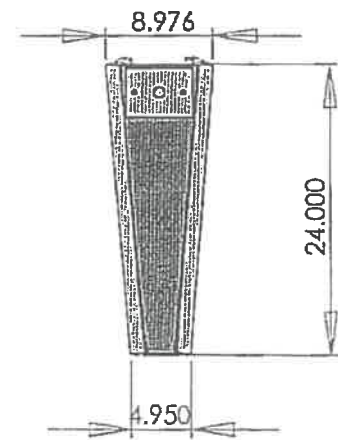
CONTINUOUS STAINLESS STEEL HINGE TWO PLACES



NOTES:

1. SIGN CONSTRUCTED FROM .125" THICK 5052-H-32 ALUMINUM
2. ALL SEAMS ARE CONTINUOUSLY WELDED.
3. SIGN IS 24" TALL AND 6' LONG AND IS DOUBLE FACED
4. FLUORESCENT LIGHT WITH BALLAST
5. POWDER COATED FLAT BLACK AS STANDARD OR SPECIAL COLORS PER REQUEST

FDDT APL
700-015-019



Free swinging
Double sided
Size 2X6 or 2X8
Flourescent
one photocell per
sign

PROPRIETARY AND CONFIDENTIAL

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Southern Manufacturing

501 Herndon Ave
Orlando, FL 32803 407-894-8851

MATERIAL: 5052H-32 ALUMINUM .125" in

FINISH: MILL

NAME
LAB

DATE

4/10/2008

DRAWN By:

CHECKED:

MFG APPR:

Cust APPR:

SOUTHERN
MANUFACTURING CO.

SIZE

P/N: PALM BEACH 624 DF FLUORESCENT

A

NEW TRADITIONAL STYLE
ILLUMINATED STREET SIGN

Rev:

Scale: NTS

Sheet 1 of 1





PASS & SEYMOUR®

Flexcor® Wire Mesh Support Grips

Flexcor Support Grips — designed for flexibility and cable protection in any application.

FS050USS, FS050UUSS, FR050USS, FCHL075USS, FCSD40, FC52

Flexcor® industrial-strength wire mesh support grips are designed to distribute the weight of vertical or sloping runs of electrical cable, metal rods, tubing or hose over the entire length of the grip to avoid damage.

Flexcor® Wire Mesh Support Grips are offered in single, double, universal and offset weaves with either closed or open mesh, providing ease of installation and added reinforcement for longer, trouble-free service.

Designed for a variety of indoor and outdoor applications, there's a Flexcor® Wire Mesh Support Grip to fit your need; Standard Closed Mesh, Split Lace, Split Rod, Heavy-Duty, Service and Bus Drop support grips. All provide ease and flexibility in permanent or temporary installations with reliable corrosion-resistant material for direct tension relief and cable protection.

Features & Benefits

Catalog number, diameter range and agency approval stamped into the hardware.

Available in stainless steel for excellent corrosion-resistance.

Four styles available: single (shown), double, locking bale and offset.



Endless weave design for simple installation and adjustment.

Designed for applications ranging from service- & bus-drops, to light & heavy duty.

FCHL100U

- **NOTE:** Stainless steel mesh is not suitable for marine use

3rd Party Compliance



Most Flexcor products have UL and/or CSA approvals. Please consult factory for approval information. Conforms to NEMA 3R.



Ordering Information

Standard-Duty, Closed Mesh, Single Eye Grips

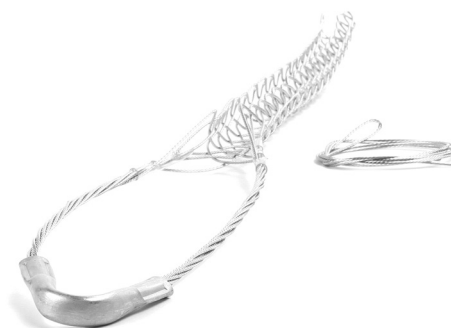
Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FC050U	FC050USS	0.500"-0.610"	7"	11"	770 lbs.
FC062U	FC062USS	0.620"-0.740"	8"	11"	960 lbs.
FC075U	FC075USS	0.750"-0.990"	8"	14"	1,300 lbs.
FC100U	FC100USS	1.000"-1.240"	9"	15"	1,680 lbs.
FC125U	FC125USS	1.250"-1.490"	10"	16"	1,680 lbs.
FC150U	FC150USS	1.500"-1.740"	12"	18"	1,680 lbs.
FC175U	FC175USS	1.750"-1.990"	14"	20"	2,640 lbs.
FC200U	FC200USS	2.000"-2.490"	16"	22"	3,760 lbs.
FC250U	FC250USS	2.500"-2.990"	18"	24"	3,760 lbs.
FC300U	FC300USS	3.000"-3.490"	21"	26"	5,040 lbs.



Single Eye Grips

Standard-Duty, Split Lace, Single Eye

Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FS050U	FS050USS	0.500"-0.610"	7"	11"	770 lbs.
FS062U	FS062USS	0.620"-0.740"	8"	11"	960 lbs.
FS075U	FS075USS	0.750"-0.990"	8"	14"	1,320 lbs.
FS100U	FS100USS	1.000"-1.240"	9"	15"	1,680 lbs.
FS125U	FS125USS	1.250"-1.490"	10"	16"	1,680 lbs.
FS150U	FS150USS	1.500"-1.740"	12"	18"	1,680 lbs.
FS175U	FS175USS	1.750"-1.990"	14"	20"	2,640 lbs.
FS200U	FS200USS	2.000"-2.490"	16"	22"	3,760 lbs.
FS250U	FS250USS	2.500"-2.990"	18"	24"	3,760 lbs.
FS300U	FS300USS	3.000"-3.490"	21"	26"	5,040 lbs.
FS350U	FS350USS	3.500"-3.990"	24"	28"	5,040 lbs.



Split Lace, Single Eye

Standard-Duty, Split Rod, Single Eye

Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FR050U	FR050USS	0.500"-0.610"	7"	11"	770 lbs.
FR062U	FR062USS	0.620"-0.740"	8"	11"	960 lbs.
FR075U	FR075USS	0.750"-0.990"	8"	14"	1,320 lbs.
FR100U	FR100USS	1.000"-1.240"	9"	15"	1,680 lbs.
FR125U	FR125USS	1.250"-1.490"	10"	16"	1,680 lbs.
FR150U	FR150USS	1.500"-1.740"	12"	18"	1,680 lbs.
FR175U	FR175USS	1.750"-1.990"	14"	20"	2,640 lbs.
FR200U	FR200USS	2.000"-2.490"	16"	22"	3,760 lbs.



Split Rod, Single Eye

*To determine workload safety factor, divide approximate break strength by 10.



Ordering Information

Standard-Duty, Closed Mesh, Double Eye Grips

Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FC050UU	FC050UUSS	0.500"-0.610"	4"	11"	770 lbs.
FC062UU	FC062UUSS	0.620"-0.740"	4"	11"	1,150 lbs.
FC075UU	FC075UUSS	0.750"-0.990"	4"	14"	1,320 lbs.
FC100UU	FC100UUSS	1.000"-1.240"	5"	15"	1,920 lbs.
FC125UU	FC125UUSS	1.250"-1.490"	5"	16"	1,920 lbs.
FC150UU	FC150UUSS	1.500"-1.740"	6"	18"	1,920 lbs.
FC175UU	FC175UUSS	1.750"-1.990"	6"	20"	3,150 lbs.
FC200UU	FC200UUSS	2.000"-2.490"	6"	22"	3,360 lbs.
FC250UU	FC250UUSS	2.500"-2.990"	6"	24"	3,360 lbs.



Double Eye Grips

Standard-Duty, Split Lace, Double Eye

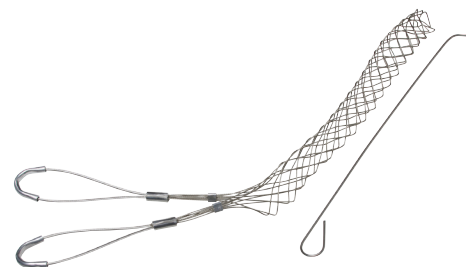
Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FS050UU	FS050UUSS	0.500"-0.610"	4"	11"	770 lbs.
FS062UU	FS062UUSS	0.620"-0.740"	4"	11"	1,150 lbs.
FS100UU	FS100UUSS	1.000"-1.240"	5"	15"	1,920 lbs.
FS125UU	FS125UUSS	1.250"-1.490"	5"	16"	1,920 lbs.
FS150UU	FS150UUSS	1.500"-1.740"	5"	18"	1,920 lbs.
FS175UU	FS175UUSS	1.750"-1.990"	6"	20"	3,150 lbs.
FS200UU	FS200UUSS	2.000"-2.490"	6"	22"	3,360 lbs.
FS250UU	FS250UUSS	2.500"-2.990"	6"	24"	3,360 lbs.
FS300UU	FS300UUSS	3.000"-3.490"	8"	26"	5,280 lbs.
FS350UU	FS350UUSS	3.500"-3.990"	8"	28"	5,280 lbs.



Split Lace, Double Eye

Standard-Duty, Split Rod, Double Eye

Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FR050UU	FR050UUSS	0.500"-0.610"	4"	11"	770 lbs.
FR062UU	FR062UUSS	0.620"-0.740"	4"	11"	960 lbs.
FR075UU	FR075UUSS	0.750"-0.990"	4"	14"	960 lbs.
FR100UU	FR100UUSS	1.000"-1.240"	5"	15"	1,680 lbs.
FR125UU	FR125UUSS	1.250"-1.490"	5"	16"	1,680 lbs.
FR150UU	FR150UUSS	1.500"-1.740"	5"	18"	1,680 lbs.
FR175UU	FR175UUSS	1.750"-1.990"	6"	20"	2,640 lbs.
FR200UU	FR200UUSS	2.000"-2.490"	6"	22"	3,760 lbs.



Split Rod, Double Eye

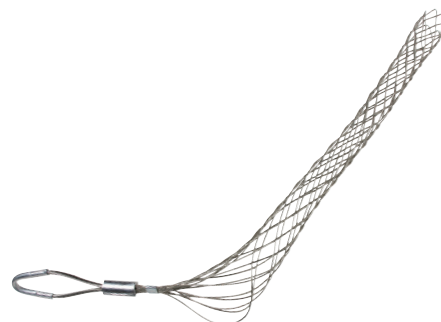
*To determine workload safety factor, divide approximate break strength by 10.



Ordering Information

Standard-Duty, Closed Mesh, Offset Eye Grips

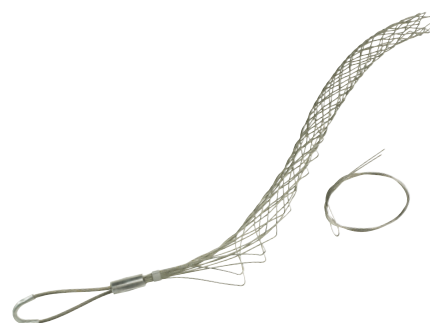
Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FC050OF	FC050OFSS	0.500"-0.610"	4"	11"	770 lbs.
FC062OF	FC062OFSS	0.620"-0.740"	4"	11"	960 lbs.
FC075OF	FC075OFSS	0.750"-0.990"	4"	14"	960 lbs.
FC100OF	FC100OFSS	1.000"-1.240"	5"	15"	1,680 lbs.
FC125OF	FC125OFSS	1.250"-1.490"	5"	16"	1,680 lbs.
FC150OF	FC150OFSS	1.500"-1.740"	5"	18"	1,680 lbs.
FC175OF	FC175OFSS	1.750"-1.990"	6"	20"	2,640 lbs.
FC200OF	FC200OFSS	2.000"-2.490"	6"	22"	3,760 lbs.
FC250OF	FC250OFSS	2.500"-2.990"	8"	24"	3,760 lbs.
FC300OF	FC300OFSS	3.000"-3.490"	9"	26"	5,040 lbs.
FC350OF	FC350OFSS	3.500"-3.990"	9"	28"	5,040 lbs.



Offset Eye

Standard-Duty, Split Lace, Offset Eye

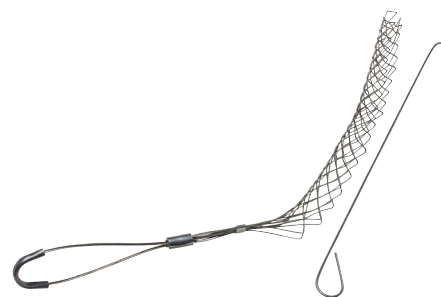
Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FS050OF	FS050OFSS	0.500"-0.610"	4"	11"	770 lbs.
FS062OF	FS062OFSS	0.620"-0.740"	4"	11"	960 lbs.
FS075OF	FS075OFSS	0.750"-0.990"	4"	14"	960 lbs.
FS100OF	FS100OFSS	1.000"-1.240"	5"	15"	1,680 lbs.
FS125OF	FS125OFSS	1.250"-1.490"	5"	16"	1,680 lbs.
FS150OF	FS150OFSS	1.500"-1.740"	5"	18"	1,680 lbs.
FS175OF	FS175OFSS	1.750"-1.990"	8"	20"	2,640 lbs.
FS200OF	FS200OFSS	2.000"-2.490"	8"	22"	3,760 lbs.
FS250OF	FS250OFSS	2.500"-2.990"	8"	24"	3,760 lbs.
FS300OF	FS300OFSS	3.000"-3.490"	9"	26"	5,040 lbs.
FS350OF	FS350OFSS	3.500"-3.990"	9"	28"	5,040 lbs.



Split Lace, Offset Eye

Standard-Duty, Split Rod, Offset Eye

Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FR050OF	FR050OFSS	0.500"-0.610"	4"	11"	770 lbs.
FR062OF	FR062OFSS	0.620"-0.740"	4"	11"	960 lbs.
FR075OF	FR075OFSS	0.750"-0.990"	4"	14"	960 lbs.
FR100OF	FR100OFSS	1.000"-1.240"	5"	15"	1,680 lbs.
FR125OF	FR125OFSS	1.250"-1.490"	5"	16"	1,680 lbs.
FR150OF	FR150OFSS	1.500"-1.740"	5"	18"	1,680 lbs.
FR175OF	FR175OFSS	1.750"-1.990"	6"	20"	2,640 lbs.
FR200OF	FR200OFSS	2.000"-2.490"	6"	22"	3,760 lbs.



Split Rod, Offset Eye

*To determine workload safety factor, divide approximate break strength by 10.



Ordering Information

Standard-Duty, Closed Mesh, Locking Bale Grips (Universal Eye)

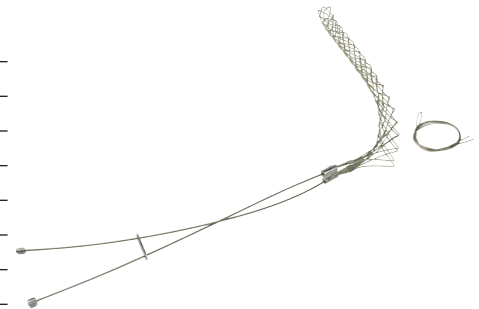
Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FC050LB	FC050LBSS	0.500"-0.610"	18"	11"	770 lbs.
FC062LB	FC062LBSS	0.620"-0.740"	18"	11"	1,150 lbs.
FC075LB	FC075LBSS	0.750"-0.990"	18"	14"	1,320 lbs.
FC100LB	FC100LBSS	1.000"-1.240"	18"	15"	1,920 lbs.
FC125LB	FC125LBSS	1.250"-1.490"	18"	16"	1,920 lbs.
FC150LB	FC150LBSS	1.500"-1.740"	18"	18"	1,920 lbs.
FC175LB	FC175LBSS	1.750"-1.990"	18"	20"	3,150 lbs.
FC200LB	FC200LBSS	2.000"-2.490"	18"	22"	3,360 lbs.
FC250LB	FC250LBSS	2.500"-2.990"	18"	24"	3,360 lbs.
FC300LB	FC300LBSS	3.000"-3.490"	18"	26"	5,280 lbs.
FC350LB	FC350LBSS	3.500"-3.990"	18"	28"	5,280 lbs.



Universal Eye Grips

Standard-Duty, Split Lace, Locking Bale (Universal Eye)

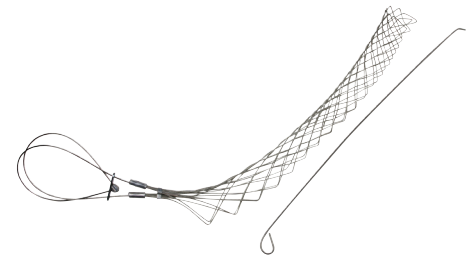
Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FS050LB	FS050LBSS	0.500"-0.610"	18"	11"	770 lbs.
FS062LB	FS062LBSS	0.620"-0.740"	18"	11"	1,150 lbs.
FS100LB	FS100LBSS	1.000"-1.240"	18"	15"	1,920 lbs.
FS125LB	FS125LBSS	1.250"-1.490"	18"	16"	1,920 lbs.
FS150LB	FS150LBSS	1.500"-1.740"	18"	18"	1,920 lbs.
FS175LB	FS175LBSS	1.750"-1.990"	18"	20"	3,150 lbs.
FS200LB	FS200LBSS	2.000"-2.490"	18"	22"	3,360 lbs.
FS250LB	FS250LBSS	2.500"-2.990"	18"	24"	3,360 lbs.
FS300LB	FS300LBSS	3.000"-3.490"	18"	26"	5,280 lbs.
FS350LB	FS350LBSS	3.500"-3.990"	18"	28"	5,280 lbs.



Split Lace, Universal Eye

Standard-Duty, Split Rod, Locking Bale (Universal Eye)

Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FR050LB	FR050LBSS	0.500"-0.610"	10"	9"	770 lbs.
FR062LB	FR062LBSS	0.620"-0.740"	10"	9"	1,150 lbs.
FR075LB	FR075LBSS	0.750"-0.990"	10"	11"	1,320 lbs.
FR100LB	FR100LBSS	1.000"-1.240"	14"	13"	1,920 lbs.
FR125LB	FR125LBSS	1.250"-1.490"	14"	15"	1,920 lbs.
FR150LB	FR150LBSS	1.500"-1.740"	14"	16"	1,920 lbs.
FR175LB	FR175LBSS	1.750"-1.990"	14"	17"	3,150 lbs.
FR200LB	FR200LBSS	2.000"-2.490"	18"	20"	3,360 lbs.



Split Rod, Universal Eye

*To determine workload safety factor, divide approximate break strength by 10.



Ordering Information

Heavy-Duty, Closed Mesh, Single Eye

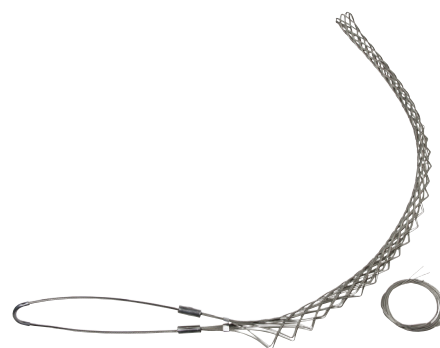
Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FCHL075U	FCHL075USS	0.750"-0.990"	10"	26"	2,700 lbs.
FCHL100U	FCHL100USS	1.000"-1.240"	10"	29"	4,720 lbs.
FCHL125U	FCHL125USS	1.250"-1.490"	10"	31"	4,720 lbs.
FCHL150U	FCHL150USS	1.500"-1.990"	10"	35"	4,720 lbs.



Single Eye

Heavy-Duty, Split Lace, Single Eye

Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FSHL075U	FSHL075USS	0.750"-0.990"	10"	26"	2,700 lbs.
FSHL100U	FSHL100USS	1.000"-1.240"	10"	29"	4,720 lbs.
FSHL125U	FSHL125USS	1.250"-1.490"	10"	31"	4,720 lbs.
FSHL150U	FSHL150USS	1.500"-1.990"	10"	35"	4,720 lbs.



Split Lace, Single Eye

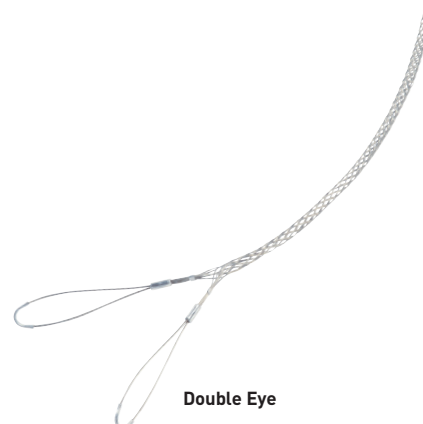
*To determine workload safety factor, divide approximate break strength by 10.



Ordering Information

Heavy-Duty, Closed Mesh, Double Eye

Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FCHL075UU	FCHL075UUSS	0.750"-0.990"	10"	26"	2,700 lbs.
FCHL100UU	FCHL100UUSS	1.000"-1.240"	10"	29"	4,720 lbs.
FCHL125UU	FCHL125UUSS	1.250"-1.490"	10"	31"	4,720 lbs.
FCHL150UU	FCHL150UUSS	1.500"-1.990"	10"	35"	4,720 lbs.
FCHL200UU	FCHL200UUSS	2.000"-2.490"	10"	37"	10,080 lbs.
FCHL250UU	FCHL250UUSS	2.500"-2.990"	10"	39"	10,080 lbs.
FCHL300UU	FCHL300UUSS	3.000"-3.490"	10"	41"	10,080 lbs.
FCHL350UU	FCHL350UUSS	3.500"-3.990"	10"	45"	13,120 lbs.



Double Eye

Heavy-Duty, Split Lace, Double Eye

Catalog Number	Stainless Steel Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FSHL075UU	FSHL075UUSS	0.750"-0.990"	10"	26"	2,700 lbs.
FSHL100UU	FSHL100UUSS	1.000"-1.240"	10"	29"	4,720 lbs.
FSHL125UU	FSHL125UUSS	1.250"-1.490"	10"	31"	4,720 lbs.
FSHL150UU	FSHL150UUSS	1.500"-1.990"	10"	35"	4,720 lbs.
FSHL200UU	FSHL200UUSS	2.000"-2.490"	10"	37"	10,080 lbs.
FSHL250UU	FSHL250UUSS	2.500"-2.990"	10"	39"	10,080 lbs.
FSHL300UU	FSHL300UUSS	3.000"-3.490"	10"	41"	10,080 lbs.
FSHL350UU	FSHL350UUSS	3.500"-3.990"	10"	45"	13,120 lbs.
FSHL400UU	FSHL400UUSS	4.000"-4.490"	10"	47"	13,120 lbs.



Split Lace, Double Eye

*To determine workload safety factor, divide approximate break strength by 10.



Ordering Information

Service Drop, Closed Mesh, Single Eye

Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FCSD22	0.220"-0.320"	4"	4"	290 lbs.
FCSD30	0.300"-0.430"	5"	5"	500 lbs.
FCSD40	0.410"-0.560"	6"	5"	500 lbs.
FCSD52	0.530"-0.730"	8"	8"	790 lbs.
FCSD70	0.700"-0.970"	8"	9"	1,020 lbs.
FCSD94	0.940"-1.250"	10"	11"	1,020 lbs.

Service Drop, Closed Mesh, Locking Bale

FCSD30LB	0.300"-0.430"	11"	5"	500 lbs.
FCSD52LB	0.530"-0.730"	14"	8"	790 lbs.
FCSD70LB	0.700"-0.970"	14"	9"	1,020 lbs.
FCSD94LB	0.940"-1.250"	16"	11"	1,020 lbs.

*To determine workload safety factor, divide approximate break strength by 10.

Bus Drop, Closed Mesh, Single Eye

Catalog Number	Cable Diameter Range	Bale Length	Mesh Length	Approximate Break Strength*
FC22	0.220"-0.320"	9"	3.5"	1,100 lbs.
FC30	0.300"-0.430"	9"	4.5"	1,100 lbs.
FC40	0.410"-0.560"	9"	5.0"	1,100 lbs.
FC52	0.530"-0.730"	9"	6.5"	1,100 lbs.
FC70	0.700"-0.850"	9"	8.5"	1,900 lbs.
FC94	0.940"-1.250"	9"	11.0"	1,900 lbs.

Bus Drop, Closed Mesh, Locking Bale

FC30LB	0.300"-0.430"	12"	4.5"	1,100 lbs.
FC40LB	0.410"-0.560"	12"	5.0"	1,100 lbs.
FC52LB	0.530"-0.730"	15"	6.5"	1,100 lbs.
FC70LB	0.700"-0.850"	16"	8.5"	1,900 lbs.
FC94LB	0.940"-1.250"	17"	11.0"	1,900 lbs.

Bus Drop Accessories

Catalog Number	NPT Size
S40	Safety Spring, 40 Lb. Load
S80	Safety Spring, 80 Lb. Load
GH5	Support Hook

Field Uses/Vertical Markets

- Temporary Power
- Industrial Manufacturing
- Maintenance Repair Operations
- Panel Building
- Utilities
- Renewable Energy

Also available...

- Hospital Grade Devices
- PlugTail® Devices
- SPD & Isolated Ground Devices
- Ground Continuity Monitoring (GCM)
- Straight Blade Plugs & Connectors
- Turnlok® Locking Devices
- Weatherproof Boxes & Covers
- IEC 309 Industrial Products
- Portable GFCIs

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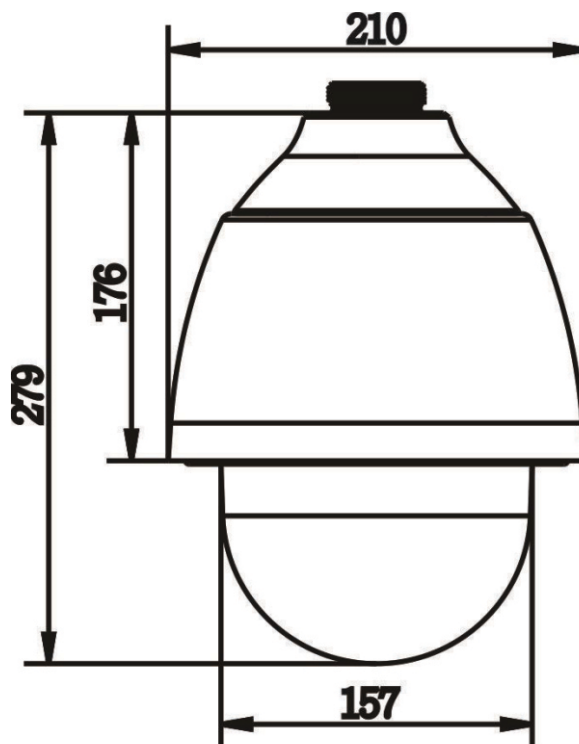
Hawk Series 2 Megapixel Pan-Tilt-Zoom Camera

- **Model - GC-IMPO-2D40** (40X Optical Zoom)

Key Attributes

- ◆ Environmentally Hardened
- ◆ ONVIF Protocol
- ◆ 2 Megapixel Resolution
- ◆ 40X Optical Zoom
- ◆ Electronic Image Stabilization
- ◆ Extended Surge (6000TVS), Thunder & Static Protection
- ◆ Tilt Range $-10^{\circ} \sim 90^{\circ}$ (Auto Flip)
- ◆ 1.5" Lowering Device Compatible
- ◆ Ingress Protection Rating IP66 & IK 10
- ◆ 24VAC 12VDC or Hi-PoE Power Options
- ◆ H.264 | H.265 | MJPEG
- ◆ 2 Input Alarms | 2 Output Alarms
- ◆ Supports Logo Upload to On Screen Display
- ◆ Configurable Compass
- ◆ Smart Feature Set

Dimensions



Unit : mm

TECHNICAL SPECIFICATIONS

Camera

Image Sensor: Sony 1/2.8" Progressive Scan CMOS

Min. Illumination: Color: 0.02 Lux @(F1.6, AGC ON)
B/W: 0.001 Lux @(F1.6, AGC ON)

White Balance: Auto/Manual/ATW (Auto-tracking White Balance)

Automatic Gain Control: Auto / Manual from 1dB to 9dB

Shutter Time: 1/1 s to 1/10,000 s

Day & Night: IR cut filter

Digital Zoom: 10X

Privacy Mask: 20 programmable color configurable polygon privacy masks

Focus Mode: Auto & Manual

Image Stabilization: Electronic Image Stabilization

Image Enhancements: 2&3D Digital Noise Reduction, Wide Dynamic Range & Back Light Compensation

PTZ

Movement Range: (Pan)360° endless

Pan Speed: Configurable, from 0.1°/s to 90°/s, Preset Speed: 400°/s

Movement Range: (Tilt)From -10° to 90°

Tilt Speed: Configurable, from 0.1°/s to 55°/s, Preset Speed: 300°/s

Proportional Zoom: Yes

Presets: 256

Patrol Scan: 8 patrols, up to 64 presets for each patrol

Pattern Scan: 8 cruise & 4 auto pan paths

Power-off Memory: Yes

Park Action: Preset, Patrol Scan & Pattern Scan

PTZ Position Display: Yes

Scheduled Task: Preset, Patrol Scan & Pattern Scan

Lens

Focal Length 4.3mm ~ 170mm 40X Optical Zoom

FOV Horizontal field of view: 66.1° (wide), 1.8° (tele)
Vertical field of view: 39.8° (wide), 1.1° (tele)

Aperture Range F1.6 to F28

Compression

Video Compression: H.264, H.265 & MJPEG

Compression Type: Main Profile or High Profile

Video Bitrate: 64 kbps to 10240 kbps

Audio Bitrate: 16 - 40 kbps, uLAW & ALAW 64 kbps, AAC 128 kbps, PCM 128, 256, 384 & 768 kbps

Broadcast: Multicast & Unicast

Image

Max. Resolution: 1920 x 1080

Streams 1 - 4: H.264, H.265 & MJPEG Configurable up to 1920 x 1080 @ 60fps

Enhancements: Back Light Compensation, High Light Compensation, 3D & 2D Digital Noise Reduction, Electronic Image Stabilization, Distortion Correction

Scalable Video Coding: Yes

TECHNICAL SPECIFICATIONS

Network

Network Storage: Built-in memory card slot, support Micro SD/SDHC/SDXC, up to 128 GB; NAS

Alarm Linkage: Application, Motion, Network Failure, Periodical Event, Manual Trigger & Audio

Protocols: IPv4/IPv6, HTTP, HTTPS, DSCP, VLAN, FTP, SMTP, UPnP, SNMP, DNS, DDNS, NTP, RTSP, RTCP, RTP, TCP/IP, DHCP, PPPoE, UDP, IGMP, ICMP, Bonjour

Simultaneous Live View: Up to 10 Simultaneous Viewers

User/Host: Up to 20 Users, w/ 2 Levels - View & Control or View Only

Security Measures: User Authentication/HTTPS/IP Filter/IEEE 802.1x

API: ONVIF (Profile S/G/Q/T), SDK

Web Browser: Chrome, Edge Firefox & Internet Explorer

General

Power: 24 VAC or Hi-PoE

Working Environment: From -40°C to 74°C (-40°F to 165°F; Humidity: 95% or less

Protection Level: IP66 Standard (Outdoor), IK10, 6000V Lightning Protection, Surge Protection and Voltage Transient Protection

Material: Aluminum Alloy

Dimensions: Ø210mm x 279mm (Ø8.27" x 10.98")

Weight: Approx. 3 kg (6.61 lbs)

Interface

Alarm Interface: 4-ch alarm input/2-ch alarm output

Audio Interface: Full-Duplex, Half Duplex, Simplex, Adjustable Gain & Bit Rate

Network Interface: 1 RJ45 10/100 Ethernet Interface; PoE+

RS-485: Yes

