

**EXHIBIT "A"**



Water Utilities Department  
Engineering  
8100 Forest Hill Blvd.  
West Palm Beach, FL 33413  
(561) 493-6000  
Fax: (561) 493-6085  
www.pbcwater.com

**Palm Beach County  
Board of County  
Commissioners**

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

Mary Lou Berger

Melissa McKinlay

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

January 25, 2019

Mr. Michael Brandao  
Cardinal Contractors, Inc.  
13790 Northwest 4<sup>th</sup> Street, Unit 109  
Sunrise, Florida 33325

RE: Palm Beach County Water Utilities Department  
Contract Resolution No: (R2019-0100)  
Contract for Optimization and Improvements Design-Build  
Project No.: WUD 18-031

**Subject: Notice to Proceed**

Dear Mr. Brandao:

Enclosed please find an original Contract for Optimization and Improvements Design-Build executed by the Palm Beach County Board of County Commissioners on January 15, 2019. Please refer to this contract when preparing Work Authorizations (WA).

Please be advised that all WA must include a Schedule 1 and 2 and all pay request must include Schedule 3, 3A and Schedule 4 when SBE and/or MWBE subconsultants are utilized as described below:

- *Schedule 1 – List of Proposed Contractor/Consultant and Subcontractor/Subconsultant Participation **(New Form)***  
*Schedule 1 will be completed by the Prime Contractor and will list the name, contact information and dollar amount or percentage of work to be completed by all SBE-MWBE subcontractors on the project. If the prime is an SBE-MWBE, they must also list their name, contact information and dollar amount or percentage of work to be performed on the project.*
- *Schedule 2 – Letter of Intent **(New Form)***  
*Schedule 2 will be completed by each SBE-MWBE subcontractor and listed on schedule 1. Specify in detail the line items and work to be performed along with the dollar amount or percentage of work for all items. If there is a portion of the work that will not be performed by the SBE-MWBE subcontractor, and will be sub-contracted to a noncertified SBE subcontractor, that dollar amount or percentage must be written in the appropriate line on the schedule 2.*
- *Schedule 3 – SBE-MWBE Activity Form **(New Form)***  
*A schedule 3 is to be submitted by the Prime with each payment request. In the SBE-MWBE sub-contracting information section, list the names(s) of each SBE-MWBE sub-contractor(s) on the project and the total contracted amount for each SBE-MWBE sub-contractor(s) on the project.*

*As the project proceeds, complete each column under the SBE-M/WBE sub-contracting information section accordingly to show approved change orders, revised contract amounts, amounts drawn this pay period, amounts drawn to date, amounts paid to date and the starting date of the SBE-M/WBE sub-contractor(s). In the SBE-M/WBE section, check the appropriate category that represents the type of certification each sub-contractor(s) has with Palm Beach County.*

- *Schedule 3A – Professional Services Activity Report **(New Form)**  
Schedule 3A will be completed by the Prime and submitted with each payment request. The prime lists the percentage of work performed by the prime and the percentage of work performed by the SBE-M/WBE subconsultants.*
- *Schedule 4 – Sub-contractor/Sub-consultant Payment Certification **(New Form)**  
A schedule 4 shall be submitted for each SBE and/or M/WBE sub-contractor/sub-consultant and shall be completed and signed by the proposed SBE and/or M/WBE after receipt of payment from the Prime. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. When applicable, the prime shall submit this form with each pay application submitted to the County for payment, to document payment issued to a sub-consultant/contractor in the performance of the contract.*

If you have any questions or require additional information, please do not hesitate to contact Steve McGrew at (561) 493-6110.

Sincerely,



Krystin Berntsen, P.E., PMP  
Director of Engineering Division

KB/nmn

Enclosure

cc: Hassan Hadjimiry, P.E., Deputy Director, WUD Administration (e-mail)  
Steve McGrew, P.E., WUD Engineering (e-mail)  
Guy Eggertsson, Fiscal Manager I, WUD Finance (e-mail)  
Maria Vieira, Fiscal Specialist II, WUD Engineering (e-mail)  
Sabrina Hoffman, Financial Coordinator, PBC Finance (e-mail)  
Elizabeth Shaffer, Financial Specialist III, PBC Finance (e-mail)  
Tracy L. Ramsey, Compliance Administrator, PBC Finance (e-mail)  
Susan C. Brown, Assistant Manager, PBC Finance (e-mail)  
Holly Knight, P.E., PBC Engineering (e-mail)  
File

**R2019 0100**

**JAN 1 5 2019**

**OPTIMIZATION AND IMPROVEMENTS**

**DESIGN-BUILD CONTRACT**

**PROJECT NO. WUD 18-031**

**BETWEEN**

**PALM BEACH COUNTY FLORIDA**

**AND**

**CARDINAL CONTRACTORS, INC.**

R2019 0100

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of <sup>JAN</sup> 2019, 2019 ("Effective Date") between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Cardinal Contractors, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Design-Build Entity", whose Federal I.D. is 80-0388786.

WITNESSETH:

That the said Design-Build Entity having been awarded this Agreement for the:  
OPTIMIZATION AND IMPROVEMENTS – DESIGN-BUILD  
PROJECT NO. WUD 18-031

in accordance with the Request For Proposals therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Design-Build Entity and the County, the Design-Build Entity hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all design services, materials, labor, supervision, equipment, supplies, fees, expertise, and other services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Authorization. The Contract Documents consist of the following documents listed in order of precedence, as and when issued, which shall be incorporated herein by reference.

- A - Agreement including but not limited to: Section I - General Provisions, Section II - Professional Services, and Section III - General Conditions.
- B - Completed Bonds and Form of Guarantee.
- C - Design-Build Criteria.
- D - Work Authorization(s) (WA(s)) when issued and as may be amended or supplemented in writing.
- E - Palm Beach County Water Utilities Department (PBCWUD) Minimum Design and Construction Standards.
- F - PBCWUD Design Manual.

The Design-Build Entity hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

Design-Build Entity agrees to accept as full compensation for the satisfactory performance of this Agreement such sums as shall be authorized by WA(s) as may be issued by County. The prices agreed to in such WA(s) are for the completed work set forth therein and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that, for each issued WA(s), the Design-Build Entity will hold and maintain current, appropriate certifications and/or licenses for the purpose of performing the specified work pursuant to this Agreement. The time limit for the Substantial Completion of all work under this Agreement shall be as stated in the issued WA(s).

The date fixing the beginning of this period upon the calendar shall be established and stated in a Notice to Proceed to be issued by the County.

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

R2019 0100 JAN 15 2019

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

By: [Signature]  
Deputy Clerk



PALM BEACH COUNTY, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Mack Bernard, Mayor

WITNESS:

[Signature]  
Signature

Vincent Capuozzi  
Name (type or print)

[Signature]  
Signature

Nathan Roozrokh  
Name (type or print)

DESIGN-BUILD ENTITY:

Cardinal Contractors, Inc.  
Company Name

[Signature]  
Signature

Michael Brandao  
Typed Name

Vice President  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

(corp. seal)



APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Department Director

## **I - GENERAL PROVISIONS**

### **A. General Scope of Work**

1. This Agreement is intended to provide a continuing contractual mechanism for the County to obtain professional Design-Build Consulting Services within the scope of the practice of architecture, engineering, landscape architecture or land surveying, as defined by the laws of the State of Florida, including evaluation, permitting, staff assistance, Design-Build, construction, and construction management services for projects as further defined below:

Water treatment facilities including wellfield and raw water transmission mains, wastewater treatment facilities, reclaimed water treatment facilities, associated pumping and storage facilities, other County facilities and those facilities required by interlocal agreement to be completed by the County for the purposes of:

- a. Optimization and Improvements
- b. Safety improvements
- c. Regulatory requirements
- d. Replacement or repair of critical components
- e. Expansion of capacity
- f. Energy efficiency
- g. Alternate energy
- h. Reduction of greenhouse gas emissions
- i. Sustainability
- j. Alternative water supply
- k. Security improvements
- l. Redundancy of critical components
- m. Other related Design-Build Services

2. Assignment of tasks to the Design-Build Entity will be at the sole discretion of the County. The County may choose to select another firm or use in-house staff to perform any of the above described items in whole or in part. Task assignments will be subject to scope definition and fee negotiation on a task-by-task basis. It is intended that the Agreement for the above described Project be for a term of three years from the "Effective Date," unless terminated earlier in accordance with the provisions of this Agreement. No minimum amount of professional or construction service or compensation is guaranteed to the Design-Build Entity.

3. Cardinal Contractors, Inc. has agreed to a 31% SBE goal which includes 21% MWBE participation, 16% MWBE (H) and 5% MWBE (O). Except as may be specifically provided to the contrary, in writing, Design-Build Entity agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract. The County may revise its SBE annual goal and/or add a Minority and Women's Business Enterprise (MWBE) goal. WA's

approved after the effective date of changes to the County's SBE and/or MWBE programs shall incorporate these revised goals.

4. The task specific scope of work to be performed by the Design-Build Entity shall be determined by the parties at the time the County requests services and as may be recommended by the Design-Build Entity's on-site representatives. The Design-Build Entity shall provide all supervision, labor, materials, tools, equipment, subcontracted equipment/tools and materials necessary for the performance and completion of the work specified in the WA(s), unless otherwise agreed to between the parties. The Design-Build Entity shall conduct the work so as not to interfere, or so as to minimize the impact upon, current facilities and operations. Design-Build Entity shall provide a Project Manager for the entire duration of the operation, subject to the approval of County. The Project Manager's education and experience shall be appropriate to the nature of each task. The Project Manager shall attend meetings, provide for daily progress reports as well as dispatch field supervisors where necessary. The Project Manager may be removed by the County, in its discretion, at any time. The Project Manager shall remain the same throughout the duration of the Project, unless the County deems otherwise.

5. Design-Build Entity shall have every available means of communication, including but not limited to, radio, beepers and cellular telephones to be utilized during the performance of services pursuant to this Agreement.

6. Design-Build Entity agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this Agreement. Design-Build Entity agrees to provide all goods and services to Palm Beach County during and after the emergency/disaster at the terms, conditions, and prices as provided in this Agreement, and with a priority above, and a preference over, sales to the private sector. Design-Build Entity shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute breach of contract and make the Design-Build Entity subject to sanctions, including suspension/debarment from doing further business with the County.

7. County encourages the Design-Build Entity to utilize, when appropriate, local resources of the community, to the greatest extent possible for disaster recovery assistance.

8. The County, at its sole discretion, may expand the scope of work to include additional requirements in subsequent WA(s).

#### **B. Work Products Required**

1. Records - Design-Build Entity shall prepare full and detailed daily itemized records indicating all services, and site expenditure(s) performed by the Design-Build Entity. The Design-Build Entity shall use the forms provided by the County. Design-Build Entity shall submit to County documentation of all costs associated with grants in a timely manner to assist the County in cost recovery in accordance with established requirements of all governmental agencies. Design-Build Entity shall coordinate with appropriate County staff regarding proper billing procedures to meet all governmental agencies' reimbursement requirements. Invoicing requirements shall include



segregation of costs by site or project worksheet. Revisions to plans. Technical Specifications and submittals shall be provided promptly to the Resident Project Representative (RPR) as defined in Section III- General Conditions Article 70.

2. **Monthly Design-Build Status Meeting and Reports** - The Design-Build Entity shall attend a monthly meeting and provide monthly reports to the County, as deemed necessary, by the County to detail the progress of Optimization and Improvements. Such reports shall be provided in PowerPoint or similar format and include but are not limited to:

- a. Monthly status report for each WA(s).
- b. Monthly WA's schedule update using Primavera P6 for each WA(s)
- c. Permit matrix for each WA(s) detailing the status of permits to be submitted, permits pending approval, permits in construction stage including any failing inspections, permit closeout.

3. **Monthly individual project meetings and reports:**

- a. Drawing log with revisions.
- b. Submittal log.
- c. A monthly schedule update using Primavera P6 including XER electronic files if requested.
- b. Request for Information (RFI) log.
- c. Submittal of written reports documenting all action taken to assess and dispose of hazardous materials.
- d. Other services as identified within the course of the Agreement and WA(s).

4. **Project close-out documents:**

- a. Record drawings in accordance with the PBCWUD Engineering Minimum Design and Construction Standards.
- b. Palm Beach County Electronic Equipment Data Sheet (Asset Collection Form Excel files).
- c. Electronic files for all programming.
- d. Permit close-out documentation.
- e. Certification of Proper Installation by equipment manufacturers.

f. Warranties.

g. Final payment request with release of liens and final warranty of title.

5. Design-Build Entity shall submit a plan describing methods of compliance with all applicable laws and regulations.

**C. Performance Schedule**

The County anticipates the performance for services/commodities related to this Agreement to begin at the time a Notice to Proceed is issued. No Work shall be performed until a WA(s) is issued. Emergency services may be initiated by a WA(s) delivered by hand, e-mail or facsimile transmission. The WA(s) Notice to Proceed shall be on the County form and shall be signed by both the County and the Design-Build Entity.

**D. Emergency Operations Command Center**

The Emergency Operations Command Center is located at the Palm Beach County Emergency Management Division, located at 20 S. Military Trail, West Palm Beach, Florida 33415. PBCWUD Command Center is located at PBCWUD Administration Building, Central Region Operation Center (CROC), 8100 Forest Hill Blvd., West Palm Beach, Florida 33413. The PBCWUD Command Center shall be the primary point of contact and base of operations for emergencies.

**E. Definitions**

Wherever the words or terms defined in this section or pronouns used in their stead occur in this Contract, the Technical Specifications, Work Authorizations or other Contract Documents, they shall have the meanings herein given.

1. "Application for Progress Payment" The form furnished by the County which is to be used by the Design-Build Entity to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

2. "Bonds" Public Construction Bond, and other instruments which protect against loss due to inability, failure or refusal of the Design-Build Entity to perform, or damages resulting from the prosecution or performance of, the Work specified in the Contract Documents.

3. "Project Manager" The Project Manager is an employee of the Design-Build Entity who shall be in attendance at the project site during performance of the Work and shall represent the Design-Build Entity. Communications given to the Project Manager or decisions made by the Project Manager shall be as binding as if given to or made by the Design-Build Entity. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed on written request in each case.

4. "Contingency" Monies stipulated in a WA(s) which are controlled by the Design-Build Entity. Contingency shall be considered as time and material and require documentation for payment
5. "Contract" This written Agreement between the County and the Design-Build Entity and all of the documents identified as the "Contract Documents" in this Agreement, which covers all of the Work to be performed hereunder.
6. "Contract Price" The total monies payable by the County to the Design-Build Entity for the Work covered by any WA(s) issued in accordance with the terms and conditions of the Contract Documents.
7. "Contract Time" The number of successive calendar days stated in any WA(s) issued in accordance with the Contract Documents for the completion of the Work specified in such WA(s).
8. "County" Palm Beach County Board of County Commissioners, Palm Beach County, Florida.
9. "Defective Work" Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to the Engineer's recommendation of final payment.
10. "Design Criteria Package" Documents required by Florida Statutes (F.S) 287.055 which are furnished by the County as concise, performance-oriented drawings or Technical Specifications of the Project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Entity to enter into a negotiated WA(s). The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the Project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements applicable to the Project. The signed and sealed Design Criteria Package shall be an attachment to each WA(s).
11. "Drawings" The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent and scope of the Work to be performed, which have been prepared and approved by the Engineer, and which are considered a part of the Contract Documents.
12. "Effective Date" The date referenced as the "Effective Date" in the first paragraph of this Agreement.
13. "Emergency Services" Services provided by Design-Build Entity following a declaration of emergency and notice by the County.

14. "Engineer" PBCWUD and its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the County.
15. "Field Order" An order by the Engineer that does not impact the cost or time of performance of the Work.
16. "Final Acceptance" The date any project is finally accepted by the Board of County Commissioners or their designee.
17. "Inclement Weather" A normal work day during which the Design-Build Entity was unable to perform critical path work for a continuous period of more than four (4) hours during that day.
18. "Inspector" The Inspector is an individual employed by or at the direction of Palm Beach County who may be in attendance at the project site during performance of the Work and shall report to, and be under the direct supervision of, the Resident Project Representative. The Inspector shall have no authority to permit deviation from or to modify any of the provisions of the Drawings or Technical Specifications without the written permission or instruction of the Engineer.
19. "Laws and Regulations: Laws or Regulations" Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such laws and regulations.
20. "Living Wage Ordinance" The Palm Beach County Living Wage Ordinance, (Section 2-147 Palm Beach County Code, as amended).
21. "Local Preference Ordinance" The Palm Beach County Local Preference Ordinance, (Section 2-80.41-2-80.48, Palm Beach County Code, as amended).
22. "Notice to Proceed" The written notice issued by the County, or its authorized agents, to the Design-Build Entity authorizing the Design-Build Entity to proceed with the design and/or construction Work and establishing the date of commencement of the WA(s) Contract Time.
23. "Partial Utilization" Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.
24. "Project" The entire Design-Build effort to be performed as provided in the Contract Documents with parties hereto.
25. "Resident Project Representative" Has the meaning set forth in Section III – General Conditions, Article 70.
26. "Shop Drawings" All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or on behalf of the Design-Build Entity to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Design-Build Entity to illustrate material or equipment for some portion of the Work.

27. "Sub-Design-Build Entity" A sub-consultant or subcontractor, individual, firm, or corporation having a direct contract with the Design-Build Entity or with any other Sub-Design-Build Entity for the performance of a part of the Work authorized by an issued WA(s), or Work Supplement.
28. "Substantial Completion" The date as determined by the Engineer, as evidenced by the Engineer's definitive Certificate of Substantial Completion, when the construction of the entire Project (or a specified part thereof) is sufficiently completed, in accordance with the Contract Documents, so that the entire Project (or a specified part) can be utilized for the purposes for which it is intended. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or final completion of the entire Project.
29. "Supplier" A manufacturer, fabricator, provider, distributor, materialman or vendor.
30. "Supplement" an agreement, signed by County and Design-Build Entity, which amends the scope, time, or compensation provided for in an issued Work Authorization.
31. "Technical Specifications" Those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of materials, equipment, products, supplies, manufactured articles, standards and the execution of the Work.
32. "Underground Utilities" All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.
33. "Work" - All of Design-Build Entity's design, construction, and other services required by the Contract Documents including, but not limited to, procuring and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents.
34. "Work Authorization(s)" - A document which, when executed by the County and Design-Build Entity, becomes a part of the Contract Documents and specifies the scope of work, duration, total price, liquidated damages, and schedule for a specific project to be demolished, repaired, replaced, or constructed by Design-Build Entity in accordance with the terms of this Agreement. A Work Authorization may be referred to herein as WA(s).
35. "Work Directive" A written directive to the Design-Build Entity, issued on or after the effective date of a WA(s), signed by the County and recommended by the Engineer, ordering an addition, deletion or revision in the Work in response to an emergency, or in the case of an inability to agree upon the amount of compensation of a requested change. The Design-Build Entity shall proceed upon receipt of a Work Directive to complete the work on a "cost plus" basis in accordance with Section III - General Conditions Article 44. A Work Directive may not change the WA(s) Contract Price or WA(s) Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive will be incorporated in a subsequently issued Work

Supplement following negotiations by the parties as to its effect, if any, on the WA(s) Contract Price and/or WA(s) Contract Time.

36. "Work Supplement" A document recommended by the Engineer, which is signed by the Design-Build Entity and the County and authorizes an addition, deletion, or revision in the Work, or an adjustment in the WA(s) Contract Price or the WA(s) Contract Time as set forth in an issued WA(s) and which is issued on or after execution of this Agreement.

37. "Written Amendment" A written amendment of this Agreement, signed by the County and the Design-Build Entity on or after the "Effective Date" of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly work related aspects of this Agreement.

#### **F. Design-Build Entity's Insurance**

1. Design-Build Entity shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. Design-Build Entity shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by Design-Build Entity are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Design-Build Entity under the Contract.

2. **Commercial General Liability** Design-Build Entity shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY's Risk Management Department. Design-Build Entity shall provide this coverage on a primary basis.

3. **Business Automobile Liability** Design-Build Entity shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event Design-Build Entity doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing Design-Build Entity to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. Design-Build Entity shall provide this coverage on a primary basis.

4. **Workers' Compensation Insurance & Employers Liability** Design-Build Entity shall maintain Worker's Compensation in accordance with Florida Statute Chapter 440. Policy shall include Employer's Liability with not less than \$1,000,000 each accident. Design-Build Entity shall provide this coverage on a primary basis.

5. **Professional Liability** Design-Build Entity shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$3,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of Design-Build Entity's most recent annual

report or audited financial statement. For policies written on a "Claims-Made" basis, Design-Build Entity shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, Design-Build Entity shall purchase a SERP with a minimum reporting period not less than 3 years. Design-Build Entity shall provide this coverage on a primary basis.

6. **Additional Insured** Design-Build Entity shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Design-Build Entity shall provide the Additional Insured endorsements coverage on a primary basis.

7. **Waiver of Subrogation** Design-Build Entity hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then Design-Build Entity shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should Design-Build Entity enter into such an agreement on a pre-loss basis.

8. **Certificate(s) of Insurance** Prior to execution of this Contract, Design-Build Entity shall deliver to the COUNTY'S representative a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
Water Utilities Department  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

Email: [psc@instracking.com](mailto:psc@instracking.com)  
Fax: (562) 435-2999

9. **Umbrella or Excess Liability** If necessary, Design-Build Entity may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have

an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

10. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the Contracting/Monitoring Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

11. **Builders Risk**

- a. With respect to any of the work involving the construction of real property (buildings and improvements other than buildings) during the construction project, the Design-Build Entity shall maintain Builders Risk insurance providing coverage for the entire work at the project site, and will also cover portions of work located away from the site but intended for use at the site, and will also cover portions of the work in transit. Coverage shall be written on an all-risk, replacement cost, and completed value form basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed \$25,000, nor shall a wind percentage deductible, when applicable, exceed five percent (5%).
- b. Partial occupancy or use of the work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Design-Build Entity shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.
- c. The coverage shall begin prior to the Notice to Proceed and shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the project, or until Design-Build Entity and County mutually consent to the termination, whichever occurs first. The Design-Build Entity agrees and understands the County shall not provide any Builders Risk insurance on behalf of Design-Build Entity for loss or damage to work, or to any other property of owned, hired, or borrowed by the Design-Build Entity. County shall be responsible for payment of any applicable deductible amounts, except to the extent the underlying loss or damage results from the fault, negligence or misconduct of Design-Build Entity or any of its Sub-Design-Build Entity(s), vendors, officers, employees or agents whether or not covered by insurance, in which case Design-Build Entity shall be responsible for payment of the deductible amounts.
- d. Should any of the Work hereunder involve the hauling and/or rigging of property in excess of \$500,000 or \$250,000 in transit, Design-Build Entity shall procure and maintain "all-risk



transit or motor truck cargo insurance or a similar form of coverage insuring against physical damage or loss of property being transported, stored, moved, or handled by Design-Build Entity, or any Sub-Design-Build Entities, pursuant to the terms of this Agreement, subject to the limits, terms and conditions set forth herein.

12. **Watercraft** Should any of the work hereunder involve watercraft owned or operated by Design-Build Entity, or any Sub-Design-Build Entities, such shall be insured under the Commercial General Liability Policy or by other such liability insurance such as Protection and Indemnity.

13. **Aircraft** Should any of the work hereunder involve aircraft (fixed wing or helicopter) owned or operated by Design-Build Entity, or any Sub-Design-Build Entities, Design-Build Entity shall procure and maintain Aircraft Liability Insurance in accordance with the terms and conditions set forth herein.

#### **G. Preliminary Matters**

When the Design-Build Entity delivers the signed Agreement to the County, the Design-Build Entity shall also deliver to the County such insurance certificates or other documents as the Design-Build Entity may be required to furnish in accordance with the Contract Documents.

#### **H. Intent of Contract Documents**

1. The Contract Documents comprise the entire Contract between the County and Design-Build Entity concerning the Work. The Contract Documents are complementary, so that any Work exhibited in the one, or any section of one, shall be executed just as if it has been set forth in all.

2. It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for.

3. In the event of a conflict, omission, error or discrepancy in the Contract Documents the Design-Build Entity shall promptly notify the Engineer. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the requirements of the Design Criteria Package shall control. In the event the conflict, error, or omission cannot be resolved by reference to the Design Criteria Package, then the more specific document shall control over the more general, the most recently executed shall control over the older document, and after award, Work Supplements, supplemental agreements, and County approved revisions to plans and Technical Specifications will take precedence over other Contract Documents. Detailed plans, approved by County, shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this governing order of Contract Documents provision, then County shall resolve the conflict in any manner which is acceptable to County and which comports with the overall intent of the Contract Documents.

4. The captions or subtitles used in the Contract Documents constitute no part of the context hereof, but are only labels to assist in locating and reading the provisions hereof.

5. From time to time during the progress of the Work, the Engineer may furnish supplementary drawings attached to a Work Supplement, a Field Order, a Work Directive, or as a response to the Design-Build Entity's request for additional information, as it determines necessary to show changes or define the Work in more detail, and these also shall be considered as part of the Contract Documents.

**I. Pricing and Payment**

1. Pricing for each WA(s) issued pursuant to this Agreement shall be in accordance with the rates, costs, and expenses set forth in this Agreement. Labor rates may be adjusted on an annual basis as indicated in III-General Conditions Article 18 Development of Guaranteed Maximum Price for Work Authorizations and Compensation. Upon execution of the WA the GMP and the hourly labor rates shall be set for that WA and the GMP shall not be adjusted.

2. Emergency rates may allow additional cost of overtime for holiday, evening or weekend work required by County.

3. All payments made for Work performed pursuant to any WA(s) shall be made in accordance with the applicable provisions of Florida Statute 218.70 *et seq.*, the Local Government Prompt Payment Act.

**J. Indemnification**

1. In consideration of the amount paid and to be paid pursuant to the issued WA(s) and other valuable consideration, the Design-Build Entity shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this Agreement. Design-Build Entity further agrees to indemnify and save harmless the County and the Engineer from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the County or the Engineer on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the County or the Engineer for the infringement by the Design-Build Entity, of any and all patents or patent rights claimed by any person, firm, or corporation.

2. To the fullest extent permitted by F.S. 725.06 and 725.08, the indemnification provided above shall obligate the Design-Build Entity to defend at its own expense or to provide for such defense, at the County's or Engineer's option, of any and all claims or liability and all suits and actions of every name and description that may be brought against the County or the Engineer which may result from the operations and activities under this Agreement whether the construction operations be performed by the Design-Build Entity, its Sub-Design-Build Entity or by anyone directly or indirectly employed by either.

3. The Design-Build Entity further agrees to obtain, maintain and pay for such general liability insurance coverage as will insure the provisions of this paragraph and other contractual indemnities assumed by the Design-Build Entity in this Agreement.

**K. County's Right to Terminate**

1. If at any time there shall be filed by or against the Design-Build Entity in any court, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Design-Build Entity's property, and within thirty (30) days there from the Design-Build Entity fails to secure a discharge thereof, or if the Design-Build Entity makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors, or if the Design-Build Entity admits in writing an inability to pay its debts generally as they become due, or if the Design-Build Entity persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under the General Requirements of the Technical Specifications as revised from time to time), or if Design-Build Entity disregards Laws or Regulations of any public body having jurisdiction, or if Design-Build Entity disregards the authority of the Engineer, or if Design-Build Entity otherwise violates in any substantial way any provisions of the Contract Documents, then the County by giving seven (7) days prior written notice of any such default to the Design-Build Entity and without prejudice to any other remedy it may have, may terminate the employment of the Design-Build Entity, exclude Design-Build Entity from the site, and take possession of the Work and all or some of the Design-Build Entity's materials, tools, equipment and appliances and use the same to the full extent they could be used by the Design-Build Entity (without liability to the Design-Build Entity for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which County has paid Design-Build Entity but which are stored elsewhere and complete the Work by such means as the County deems expedient. In such case, the Design-Build Entity shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the WA(s) under the Agreement shall exceed (1) the expense of completing the Work including compensation for additional managerial and administrative services, plus (2) the County's indirect and consequential losses and damages because of the Design-Build Entity's default, including but not limited to fees and charges of Engineers, Architects, Attorneys and other professionals and court costs, such excess shall be paid to the Design-Build Entity. If such expense, plus the County's losses and damages shall exceed such unpaid balance, the Design-Build Entity shall pay the difference to the County promptly on demand. Such costs incurred by the County shall be approved as to reasonableness by the Engineer and incorporated into a Work Supplement, but when exercising any rights or remedies under this paragraph, County shall not be required to obtain the lowest price for the Work performed.

2. The County may terminate this Agreement without cause by giving seven (7) days prior written notice to the Design-Build Entity, and in such event, the County will pay the Design-Build Entity for that portion of the WA(s) under the Agreement, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination. The County also will reimburse the Design-Build Entity for all reasonable costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the Design-Build Entity, not including overhead, general expenses or profit. The County will not be responsible to reimburse the Design-Build Entity

for any continuing contractual commitments to Sub-Design-Build Entities or material suppliers or penalties or damages for canceling such contractual commitments inasmuch as the Design-Build Entity shall make all subcontracts and other commitments subject to this provision. County will not be liable for, and Design-Build Entity hereby waives, any claim for lost prospective profits, economic losses, or other consequential damages.

3. In the event of termination by the County, the County may require the Design-Build Entity promptly to assign to County all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the County, in its sole discretion, chooses to take by assignment, and in such event the Design-Build Entity shall promptly execute and deliver to the County written assignments of the same.

4. In the event that any termination under sub-paragraph (1) above is determined to have been effectuated without proper or sufficient cause, then such termination shall be deemed to have been a termination for convenience under sub-paragraph (2) above.

**L. Design-Build Entity's Right to Terminate or Stop Work**

If through no act or fault of the Design-Build Entity, the Work is suspended for a period of more than ninety (90) days by the County or under an order of court or other public authority, or the Engineer fails to act on any Application for Payment within thirty (30) days after it is submitted or County fails for sixty (60) days to pay the Design-Build Entity any sum finally determined to be due, then the Design-Build Entity may, upon giving seven (7) days prior written notice to the County and the Engineer, and provided County or Engineer do not remedy such suspension or failure within that time, terminate the Agreement and recover from the County payment on the same terms as provided in K(2), above. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if the Engineer has failed to act on an Application for Payment within thirty (30) days after it is submitted, or the County has failed for sixty (60) days to pay the Design-Build Entity any sum finally determined to be due, the Design-Build Entity may upon seven (7) days prior written notice to the County and the Engineer stop the Work until payment is received of all such amounts due the Design-Build Entity.

**M. Remedies**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement shall be in a state court of competent jurisdiction located in Palm Beach County, Florida.

**N. Access and Audits**

1. The Design-Build Entity shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Design-Build Entities place of business.

2. In addition, if the Design-Build Entity submits a claim to the County for additional compensation, the County shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Design-Build Entity's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Design-Build Entity's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The Design-Build Entity further agrees that the right to audit encompasses all subcontracts and is binding upon all Sub-Design-Build Entities. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the County deems desirable during the Design-Build Entity's normal business hours at the office of the Design-Build Entity. The Design-Build Entity shall make available to the County for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the County.

**O. Notice and Service**

1. All notices, demands, requests, instructions, approvals and claims shall be made in writing.

2. Any notice to or demand upon the Design-Build Entity shall be sufficiently given if delivered to such office of the Design-Build Entity specified in the Proposal (or to such other office as the Design-Build Entity may from time to time designate to the County in writing), or if deposited in the United States Mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any courier company for delivery, in each case addressed to such office.

3. All notices or other papers required to be delivered by the Design-Build Entity to the County, or to any of its representatives shall, unless otherwise specified in writing to the Design-Build Entity, be delivered to the office of PBCWUD, and any other notice or demand upon the County shall be sufficiently given if delivered to such office, or if deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered, with the charges prepaid to any courier company for delivery, in each case addressed to such office (or to such other representative of the County or to such other address as the County may subsequently specify in writing to the Design-Build Entity for such purpose).

4. Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Krystin Bernsen, P.E., Director, Engineering Division  
c/o Palm Beach County Water Utilities Department  
8100 Forest Hill Boulevard  
West Palm Beach, Florida 33413

With copies to:

Michael W. Jones, Esquire  
c/o Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

Jim Stiles, Utilities Director  
c/o Palm Beach County Water Utilities Department  
8100 Forest Hill Boulevard  
West Palm Beach, Florida 33413

If sent to the Design-Build Entity, notices shall be addressed to:

<u>Michael Brandao</u>	(Name)
c/o <u>Cardinal Contractors, Inc.</u>	(Design-Build Entity)
<u>13790 NW 4th St, Unit 109</u>	(Street Address)
<u>Sunrise, FL 33325</u>	(City, State and Zip Code)

**P. Availability of Funds**

The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**Q. Successors and Assigns**

The County and the Design-Build Entity each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as specifically provided herein, neither the County nor the Design-Build Entity shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, elected official, or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Design-Build Entity.

**R. Conflicts of Interest**

1. The Design-Build Entity represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The Design-Build Entity further represents that no person having any such conflict of interest shall be employed for said performance of services.

2. The Design-Build Entity shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest

or other circumstance which may influence or appear to influence the Design-Build Entity's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Design-Build Entity may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Design-Build Entity. The County agrees to notify the Design-Build Entity of its opinion by certified mail within thirty (30) days of receipt of notification by the Design-Build Entity. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Design-Build Entity, the County shall so state in the notification and the Design-Build Entity shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Design-Build Entity under the terms of this Agreement.

#### **S. Criminal History Records Check**

1. The Design-Build Entity, Design-Build Entity's employees, Design-Build Sub-Entity(s) and employees of Design-Build Sub-Entity(s) shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The Design-Build Entity is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Design-Build Entity acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable Florida Department of Law Enforcement /Federal Bureau of Investigation (FDLE/FBI) fees that shall be paid by the COUNTY.

2. This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the Design-Build Entity and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Design-Build Entity shall make every effort to collect the badges of its employees and its Design-Build Sub-Entity(s) employees upon conclusion of the contract and return them to the COUNTY. If the Design-Build Entity or its Design-Build Sub-Entity(s) terminates an employee who has been issued a badge, the Design-Build Entity must notify the COUNTY within two (2) hours. At the time of termination, the Design-Build Entity shall retrieve the badge and shall return it to the COUNTY in a timely manner.

3. The COUNTY reserves the right to suspend the Design-Build Entity if the Design-Build Entity 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated Design-Build Entity employee or Design-Build Sub-Entity(s) employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

4. Prior to commencement of work within a critical facility, the Design-Build Entity shall make arrangements through the County's Electronic Services and Security Division/Access Section

for its employees and those of its Design-Build Sub-Entity(s) to have fingerprint based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted an identification badge which must be worn at work at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Design-Build Entity will be charged a nominal fee for lost cards. All Design-Build Entity employees and Design-Build Sub-Entity(s) required to enter a water, wastewater, reclaimed water or other water utilities facility for more than five days in a 90-day period will be required to obtain a Palm Beach County Water Utilities Department issued Identification card.

**T. Severability**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**U. Public Entity Crimes**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Design-Build Entity certifies that it, its affiliates, suppliers, Sub-Design-Build Entity(s) and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).

**V. Authority to Practice**

The Design-Build Entity hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

**W. Contingent Fees**

The Design-Build Entity warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Build Entity to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Design-Build Entity, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**X. Independent Contractor Relationship**

The Design-Build Entity is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the



County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Design-Build Entity's sole direction, supervision, and control. The Design-Build Entity shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Design-Build Entity's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County.

The Design-Build Entity does not have the power or authority to bind the County in any promise, agreement or representation.

**Y. Arrears**

The Design-Build Entity shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Design-Build Entity further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**Z. Federal and State Tax**

The County is exempt from payment of Florida sales and use taxes. The County will sign an exemption certificate submitted by the Design-Build Entity. The Design-Build Entity shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Design-Build Entity authorized to use the County's tax exemption number in securing such materials. The Design-Build Entity shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**BB. COMPLIANCE WITH APPLICABLE LAWS**

1. Design-Build Entity is familiar with, and certifies that all work shall comply with, all Federal, state and local laws, ordinances, rules and regulations that in any way affect the cost, progress or performance of the Work including where applicable on specific federally funded projects the Davis-Bacon Act wage and rate provisions and documentation.

**CC. Palm Beach County Office of the Inspector General**

1. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the DESIGN-BUILD ENTITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

2. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**DD. Scrutinized Companies**

1. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Design-Build Entity certifies that it, its affiliates, suppliers, Sub-Design-Build Entity(s) and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
2. **When Agreement value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Design-Build Entity certifies that it, its affiliates, suppliers, Sub-Design-Build Entity(s) and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**EE. Third Party Beneficiaries**

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

**FF. Disclosure and Ownership of Documents**

1. The Design-Build Entity shall deliver to the County's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract.
2. To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Design-Build Entity and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base.

reports and other data developed, or purchased, under this Contract for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

3. All covenants, Agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

4. Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

5. The Design-Build Entity shall be allowed to retain a copy of its work for its record purposes.

#### **GG. Living Wage Ordinance**

1. The Palm Beach County Living Wage Ordinance, Palm Beach County Code Section 2-147, *et seq*, requires the County and its Design-Build Entity and Sub-Design-Build Entity(s) to pay a living wage of \$12.31 per hour (effective October 1, 2018 through September 30, 2019).

2. This ordinance shall apply to all construction contracts exceeding \$100,000 in value that are not subject to the Davis-Bacon Act or any related act or amendments that require Davis-Bacon wage rates.

3. The ordinance shall apply to construction related services meaning any service, other than a professional service as defined by the Palm Beach County Purchasing Ordinance, consisting of work or labor performed directly upon the site of work and directly related to construction.

4. Before entering into any construction contract, the Design-Build Entity must provide a certificate to the Water Utilities Department stating that if awarded the contract, they will pay each employee no less than the living wage. Sub-Design-Build Entity(s) must provide the certificate to the Design-Build Entity, who shall forward to the Water Utilities Department.

5. The Design-Build Entity shall post a copy of the following statement at the work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least \$12.31 per hour as of October 1, 2018. If you are not paid this hourly rate, contact your supervisor or lawyer." The preceding statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using Times New Roman 14-point font, Courier new 14-point font, or Arial 14-point font. Posting requirements will not be required if the employer attaches a copy of the preceding statement to the employee's first paycheck, and to subsequent paychecks at least every six (6)

months thereafter. General Contractors shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract.

6. Every six (6) months the General Contractor shall certify and file with the Water Utilities Department, certification that all employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with the ordinance. The Water Utilities Department has the right to request records of living wage pay. Contractors shall maintain records for 3 years.

#### **HH. PUBLIC RECORDS**

1. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Design-Build Entity: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Design-Build Entity shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Design-Build Entity is specifically required to:

- a. Keep and maintain public records required by the County to perform services as provided under this Contract.
- b. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Design-Build Entity further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Design-Build Entity does not transfer the records to the public agency.
- d. Upon completion of the Contract the Design-Build Entity shall transfer, at no cost to the County, all public records in possession of the Design-Build Entity unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Design-Build Entity transfers all public records to the County upon completion of the Contract, the Design-Build Entity shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Design-Build Entity keeps and maintains public records upon completion of the Contract, the Design-Build Entity shall meet all applicable requirements for retaining public records. All records stored electronically by the Design-Build Entity must be provided to County, upon request of the County's Custodian of Public Records, in a format

that is compatible with the information technology systems of County, at no cost to County.

2. Failure of the Design-Build Entity to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Design-Build Entity acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE DESIGN-BUILD ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

## **II. Standard of Care**

DESIGN-BUILD ENTITY has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the DESIGN-BUILD ENTITY is possessed of a superior level of skill, knowledge, experience and expertise as compared to that of other professionals in DESIGN-BUILD ENTITY'S area of practice. DESIGN-BUILD ENTITY acknowledges that COUNTY has relied on DESIGN-BUILD ENTITY'S representations of skill, knowledge, experience and expertise. By executing this Contract, DESIGN-BUILD ENTITY agrees that DESIGN-BUILD ENTITY will exercise that degree of care, knowledge, skill and ability as other professionals possessing the degree of skill, knowledge, experience and expertise which DESIGN-BUILD ENTITY has claimed. DESIGN-BUILD ENTITY shall perform such duties as may be assigned without neglect. DESIGN-BUILD ENTITY accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize DESIGN-BUILD ENTITY'S best skill, efforts and judgment in furthering the interests of the COUNTY. DESIGN-BUILD ENTITY agrees to perform each assignment in the best, most efficient and economical manner consistent with the COUNTY'S interests.

DESIGN-BUILD ENTITY further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Accessibility provisions of the Americans with Disabilities Act (ADA) shall be complied with and incorporated into the project.

## **II. PROFESSIONAL SERVICES**

One of Design-Build Entity's responsibilities under this Agreement is to provide professional design/consultation services as more specifically set forth in the Scope of Work and as more particularly detailed in such WA(s) as may be issued pursuant to this Agreement. The following provisions relate primarily to Professional Services rendered pursuant to this Agreement.

### **A. Schedule**

The Design-Build Entity shall commence services and complete all services as directed in an issued WA(s). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in such WA(s). Design-Build Entity shall perform no services pursuant to this part until authorized in writing pursuant to an issued WA(s).

### **B. Payments to Design-Build Entity**

1. The total amount to be paid by the County under this Agreement for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph 3 below) shall not exceed the total Contract Price of all issued WA(s). For each issued WA(s), the Design-Build Entity shall notify the County's representative in writing when 90% of Contract Price of that WA(s) has been reached. The Design-Build Entity will bill the County as provided in each WA(s). Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
2. Invoices received from the Design-Build Entity pursuant to this Agreement will be reviewed and approved by the County's representative, to verify that services have been rendered in conformity with this Agreement. Approved invoices will then be handled in accordance with the Florida Local Government Prompt Payment Act.
3. "Out-of-pocket" expenses will be reimbursed as provided for in each issued WA(s). All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
4. Final Invoice - In order for both parties herein to close their books and records, the Design-Build Entity will clearly state "final invoice" on the Design-Build Entity's final/last billing to the County for each WA(s). This shall constitute Design-Build Entity's certification that all services rendered pursuant to that WA(s) have been properly performed and all charges and costs have been invoiced to Palm Beach County. GMP savings shall be returned to the Owner. Any other charges not properly included on this final invoice are waived by the Design-Build Entity.

**C. Excusable Delays**

1. The Design-Build Entity shall not be considered in default by reason of any failure in performance if such failure relates to a critical path item and arises out of causes reasonably beyond the control of the Design-Build Entity or its Sub-Design-Build Entity and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

2. Upon the Design-Build Entity's request, made and considered in accordance with the requirements of General Condition Article 49, the County shall consider the facts and extent of any failure to perform the work and, if the Design-Build Entity's failure to perform was without the fault or negligence of Design-Build Entity, or any person or entity for whom it is responsible, the WA(s) schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate, or stop any or all of the work at any time.

**D. Changes**

The scope, amount, or time provided for in any WA(s) may be amended by issuance of a Supplement, amendment or other written agreement executed by both parties.

**E. Truth-In-Negotiation Certificate**

1. Execution of this Agreement by the Design-Build Entity shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Design-Build Entity's most favored customer for the same or substantially similar service.

2. The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this article within three (3) years following final payment.

**F. Personnel**

1. The Design-Build Entity represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under each issued WA(s). Such personnel shall not be employees of or have any contractual relationship with the County.

2. All of the services required pursuant to this Agreement shall be performed by the Design-Build Entity or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed, or permitted under state and local law to perform such services.

3. Any changes or substitutions in the Design-Build Entity's key personnel must be made known to the County's representative and written approval must be granted by the County's representative before said change or substitution can become effective.

4. The Design-Build Entity warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

5. All of the Design-Build Entity's personnel (and all Sub-Design-Build Entity(s)) while on County premises will comply with all County requirements governing conduct, safety and security.

**G. Subcontracting Professional and Construction Services**

1. The County reserves the right to accept the use of a Sub-Design-Build Entity(s) or to reject the selection of a particular Sub-Design-Build Entity(s) and to inspect all facilities of any Sub-Design-Build Entity(s) in order to make a determination as to the capability of the Sub-Design-Build Entity(s) to perform properly under this Contract. The Design-Build Entity is encouraged to seek additional small business enterprises (SBE) for participation in subcontracting opportunities. If the Design-Build Entity uses any Sub-Design-Build Entity(s) on this Project, the following provisions of this article shall apply:

2. If a Sub-Design-Build Entity(s) fails to perform or make progress, as required by this Contract, and it is necessary to replace the Sub-Design-Build Entity(s) to complete the work in a timely fashion, the Design-Build Entity shall promptly do so, subject to acceptance of the new Sub-Design-Build Entity(s) by the County.

3. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 20% on all County solicitations.

4. The Design-Build Entity agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

5. The Design-Build Entity understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

6. The Design-Build Entity shall provide the County with a copy of the Design-Build Entity's contract with any SBE Sub-Design-Build Entity(s) or any other related documentation upon request.

7. The Design-Build Entity understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

8. The Design-Build Entity will only be permitted to replace a certified SBE Sub-Design-Build Entity(s) who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for



substitutions of SBE's must be submitted to the County's representative and to the Office of Small Business Assistance.

9. The Design-Build Entity shall be required to submit to the County Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

10. The Design-Build Entity agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the County to inspect such records.

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### **III - GENERAL CONDITIONS**

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**1. Applicability**

The following terms and conditions apply, primarily, to field work including, but not limited to, efforts to construct new, modify existing, repair, replace and reconstruct water treatment facilities including wellfield and raw water transmission mains, wastewater treatment facilities, reclaimed water treatment facilities, associated pumping and storage facilities and other County facilities for the purposes of:

- a. Optimization and Improvements
- b. Safety improvements
- c. Regulatory requirements
- d. Replacement or repair of critical components
- e. Expansion of capacity
- f. Energy efficiency
- g. Alternate energy
- h. Reduction of greenhouse gas emissions
- i. Sustainability
- j. Alternative water supply
- k. Security improvements
- l. Redundancy of critical components
- m. Other related Design-Build Services

**2. Not Used**

**3. Before Starting Construction**

A. Design-Build Entity shall not perform any services pursuant to this section until County has issued a WA(s) for such work.

B. The Design-Build Entity shall submit to the Engineer for review those documents identified in the General Requirement of the Technical Specifications. Before undertaking each part of the Work, the Design-Build Entity shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Design-Build Entity shall notify the Engineer, in writing, of all conflicts, errors, inconsistencies, or omissions which it may discover, and obtain specific instructions in writing from the Engineer before proceeding with any part of the Work affected thereby. The Design-Build Entity shall not take advantage of any apparent error or omission which may be found in the Contract Documents, but the Engineer shall be entitled to make such corrections therein and interpretations thereof, as it may deem necessary for the fulfillment of their intent. The Design-Build Entity shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct at its own expense all Work improperly constructed through failure to notify the Engineer and request specific instructions.

**4. Pre-construction Conference**

Following the execution of WA(s) under the Agreement and prior to start of any construction services, a pre-construction conference will be scheduled by the Engineer, which must be attended by the Design-Build Entity. This conference will be held to review the schedules, to establish procedures for handling shop drawings and other submissions, and to establish a working understanding between the Parties as to the Project. This conference may include representatives of the Engineer, County, local utilities, regulatory agencies, other entities performing work in the area for the County, and any other party that may be deemed necessary for the orderly performance of the WA(s) under the Agreement. However, this does not relieve the Design-Build Entity of the responsibility of contacting local utilities and any other necessary agencies or Design-Build Entities.

## **5 Intent and Amending Contract Documents**

### **A. Amending and Supplementing the Contract Documents**

1. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
  - a. A formal Written Amendment
  - b. A Work Supplement
  - c. A Field Order
  - d. A Work Directive

As indicated in Section III - General Conditions Articles 44, Changes of Contract Price and Article 49, Changes of Contract Time may only be changed by a Work Supplement.

2. In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
  - a. A Field Order
  - b. The Engineer's approval of a Shop Drawing or Sample, provided that Design-Build Entity has called such variation or deviation from the WA(s) and/or Agreement requirements to the attention of Engineer in a writing in accordance with Section III - General Conditions Article 72, which specifically identifies the change.
  - c. The Engineer's written interpretation or clarification of the Intent of the Contract Documents.

## **6. Reuse of Documents**

Neither the Design-Build Entity, nor any Sub-Design-Build Entity or Supplier, nor any other person or organization performing or furnishing any of the Work shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents (or copies

of any thereof) prepared by the Engineer for use on the Work, and they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the County and the Engineer.

**7. Occupying Private Land**

A. The County shall furnish, as indicated in the Contract Documents, the lands upon which the work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Design-Build Entity. These lands are shown on the Contract Drawings and it is the Design-Build Entity's responsibility to perform the work within the legally described limits of the lands. The Design-Build Entity shall provide for all additional lands and access thereto required for temporary construction facilities or storage of equipment and materials.

B. The Design-Build Entity shall not (except after written consent from the proper parties) enter or occupy with personnel, tools, equipment or materials, any land outside the rights-of-way or property of the County. Upon request of the County, the Design-Build Entity shall give a copy of the written consent to the Engineer.

**8. Work in State and County Rights-of-Way and Easements**

A. When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across streets, rights-of-way, easements, or other property, the Design-Build Entity shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

B. Work within rights-of-way require permits from the state, county, or city having jurisdiction. Comply with all applicable Laws and Regulations for traffic control standards including those in the Federal Highway Association manual on uniform traffic control devices and the right-of-way permit conditions.

**9. Work Adjacent to Telephone, Power, Water, Sewer, Drainage Cable TV and Gas Company Structures**

In all cases where Work is to be performed near utilities including telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Design-Build Entity shall provide written notification to the respective companies of the areas in which Work is to be performed, prior to the actual performance of any Work in these areas, and shall take all actions necessary to protect such facilities from damage. Design-Build Entity shall comply with all requirements of the state's "One Call" system.

**10. Use of Public Streets**

The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. Any earth or excavated material spilled from trucks shall be removed by the Design-Build Entity and the streets cleaned to the satisfaction of the Engineer and the County Engineering Department, the Florida Department of Transportation (FDOT), or other local agency having jurisdiction, as applicable. Excess excavated materials within FDOT rights-of-way are owned by FDOT and shall be delivered to the local FDOT.

## **11. Subsurface Investigation**

A. In the preparation of the Contract Documents, the Engineer may rely on the reports and tests of subsurface conditions taken at the job site including potholing, soft dig, ground penetrating radar, soil borings and testing which is normally completed for the 60% design. Such reports are not guaranteed as to their accuracy or completeness and are not part of the Contract Documents.

B. The County and the Engineer do not warrant or guarantee the accuracy or correctness of this material with respect to actual subsurface conditions.

C. The Design-Build Entity shall be responsible for having determined to its satisfaction, prior to the submission of its WA(s), the nature and location of the Work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during the execution of the Work, the general and local conditions and all other matters which can in any way affect the Work under this Agreement. The prices established for the Work to be done will reflect all costs pertaining to the Work.

## **12. Obstructions**

A. The information and data shown or indicated in the Contract Documents with respect to existing underground utilities at or contiguous to the site and reports of prior property ownership of the site are based on information and data furnished to the County or the Engineer by the owners of such underground utilities or others. Prior to excavation, call 811, Sunshine State One Call for underground utility locates. Design-Build Entity shall provide location services for PBCWUD underground utilities. The County and the Engineer are not responsible for the accuracy or completeness of any such information or data, and the Design-Build Entity shall have full responsibility for reviewing and checking all such information and data, for locating all underground utilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such underground utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of which will be considered as having been included in the WA(s) Contact Price.

B. All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across all excavations. Ground penetrating radar or conductive material surveys may be required prior to excavating and the Design-Build Entity shall provide these services as necessary. Where it is necessary to temporarily interrupt services, the Design-Build Entity shall notify the owner or

occupant of such facilities, both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the Design-Build Entity shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The Design-Build Entity shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new work are shown, but are to be verified in the field by the Design-Build Entity prior to performing the Work. The Design-Build Entity shall uncover these pipes, ducts, cables, etc., carefully, by hand, prior to installing its Work. Any discrepancies or differences found shall be immediately brought to the attention of the Engineer in order that necessary changes may be made to permit installation of the Work.

C. Design-Build Entity hereby provides written assurance that the Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards (OSHA) 29 C.F.R. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statute 553.50 through 553.64 inclusive (1990). "Trench Safety Act."

### **13. Dimensions of Existing Structures**

Where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, the Design-Build Entity shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information.

### **14. Elevation Datum**

The datum adopted by the Engineer is NAVD of 1988. All elevations on the Drawings or referred to in the Technical Specifications refer to this datum.

### **15. Work to Conform**

A. During its progress and on its completion, all Work shall conform truly to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the Contract Documents and the written instructions or written directions given from time to time by the Engineer. In no case shall any Work in excess of the requirements of the Contract Documents be paid for unless so approved in writing by an appropriately executed Work Supplement, work directive or written amendment.

B. All Work done without written instructions having been given therefore by the Engineer, done without proper lines or levels, or done during the absence of the Engineer, or its agent, will not be estimated or paid for except when such Work is authorized in writing by an appropriately executed Work Supplement, Work Directive or Written Amendment. Work so done may be ordered uncovered or taken down, removed and replaced entirely at the Design-Build Entity's expense.

### **16. Location of Proposed Work**



Piping and structures to be installed by Design-Build Entity, will be located substantially as indicated on the Drawings, but the right is reserved by the County, acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the Drawings, such notation is for the Design-Build Entity's convenience and does not relieve the Design-Build Entity from laying and jointing different or additional items where required without additional compensation.

## **17. Bonds**

A. Upon delivery to County of a WA(s) executed by Design-Build Entity in the amount of \$200,000 or more, the Design-Build Entity shall provide the County a Public Construction Bond, in the form included in these documents, providing for the satisfactory completion of the Work and providing security for payment of all persons performing labor in connection with such WA(s). Such Bond shall be furnished in an amount equal to 100% of the amount of the WA(s) award as security for the faithful performance and payment of all Design-Build Entity's obligations under the WA(s) and shall be recorded by Design-Build Entity in the public records of Palm Beach County. The form and conditions of the Bond and the Surety shall be acceptable to the County. As soon as possible after execution of the WA(s) by the County, the Design-Build Entity shall deliver to County a certified copy of the recorded Public Construction Bond or, when applicable, the recorded Payment and Performance Bonds. No payment will be made for work performed under this Agreement until a certified copy of the appropriate Bond(s) has been delivered to County. Projects which utilize Federally Funded sources require a Performance Bond and a Payment Bond for projects \$100,000 or more. For projects under \$200,000, on which Design-Build Entity chooses not to provide a Public Construction Bond, Design-Build Entity shall comply with the requirements of Palm Beach County Policies and Procedures Manual CW-F-016.

B. The Bond shall be written by a surety company of recognized standing, licensed to do business in the State of Florida, and having a resident agent and duly recorded in the State of Florida. The surety company shall hold a current certificate of authority as acceptable surety on federal Bonds in accordance with U.S. Department of Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, current revision, entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." The Bond shall be executed by an Attorney-in-Fact for the surety company with a certified copy of its Power of Attorney attached to the Bonds.

C. The bonding limit of the surety company shall not exceed the limits indicated in the U.S. Department of Treasury listing unless the surety company submits a "reinsurance agreement form" indicating the amount above the bonding limit is insured by another surety company also on the U.S. Department of Treasury listing.

D. If the surety company on any Bond furnished to the County is declared, upon notification of the insurance agent, as bankrupt or becomes insolvent or its right or license to do business is terminated in the State of Florida, or it ceases to meet any of the requirements stated herein, the Design-Build Entity shall within ten (10) working days thereafter substitute another Bond and surety company at no cost to the County, both of which must be acceptable to the County. If the Project is declared more than 90% complete by the Engineer and the County at the time of the

Surety's bankruptcy or insolvency, the Design-Build Entity may, at the County's option, obtain a maintenance Bond in the amount of 100% of the Project cost, for the one (1) year warranty period after Project completion. The maintenance Bond shall be submitted on the form provided by the County and shall comply with all of the requirements for Public Construction Bond stated herein.

E. Failure by the Design-Build Entity to substitute satisfactory Bonds under this section shall result in any or all of the following actions by the County:

1. Withholding of all applications for payment until satisfactory Bonds are received and accepted, and/or:

2. Default in the Agreement and cancellation as provided for in the Agreement's default clause, and/or:

3. Suspension of the Design-Build Entity's name from the County's bid list for a period of not less than three (3) years from the date of surety or Contract default.

**18. Development of Guaranteed Maximum Price for Work Authorizations and Compensation**

A. Compensation for Work performed pursuant to a WA(s) shall be a Guaranteed Maximum Price (GMP).

B. GMP WA(s)

1. For all Design-Build WA(s), Design-Build Entity shall, based upon the Design Criteria Package, develop GMP Proposal(s), including, a Project Construction Schedule. The approved GMP for the WA(s) shall be revisited and may be reduced based upon the construction documents prepared by Design-Build Entity. All assumptions made by the Design-Build Entity in the development of the GMP shall be specifically listed in the GMP proposal(s), and the GMP will not be adjusted due to assumptions made by the Design-Build Entity, but not included in the GMP proposal. The GMP shall include all costs associated with the planning, design, permitting, and performance of the Work required by the WA(s).

2. Design-Build Entity does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to under runs in any other line item. Design-Build Entity agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. Design-Build Entity agrees that it will be responsible for paying the applicable costs in excess of those indicated in the approved WA(s). Design-Build Entity agrees that it will be responsible for paying the applicable general condition costs in excess of the general conditions cap. GMP may be adjusted in accordance with the Agreement, including but not limited to the markups for Work Supplements. GMP savings shall be returned to the Owner.

C. Documentation of WA(s) Costs

The following documentation shall be provided by the Design-Build Entity with all WA(s) prior to execution by the County:

1. Provide breakdown of Engineering Fees by task (for example: 30% design, 60% design, 90% design, 100% design, permitting, construction services as specified in the Design Criteria Package) with labor hours for each task and reimbursable expenses with multiplier. The compensation for engineering services shall be based upon the established actual hourly raw labor rates for service rendered multiplied by an overall overhead and profit factor of 2.92. The labor rates, overhead and profit factors may be subject to audit. The scheduled range of raw hourly labor rates by labor category as set forth in Exhibit A is attached hereto and made a part hereof. The rates listed in Exhibit A shall remain in effect for a period of one year from the "Effective Date" of the Agreement and subject to annual adjustment of 3%. Upon execution of the WA the GMP and the hourly labor rates shall be set for that WA and the GMP shall not be adjusted. Sub-consultants shall receive no markup.

2. Provide breakdown of construction costs by Construction Specification Institute divisions for materials, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, drainage, sanitary facilities, and all other facilities and incidentals and Sub-Contracts. When there are multiple work locations the construction shall be broken down into logical work areas. The compensation for construction services shall be based upon the established actual hourly labor rates with burden for service rendered multiplied by an overall overhead and profit factor of 1.20. The labor rates, overhead and profit factors may be subject to audit. The schedule of hourly raw labor rates by labor category as set forth in Exhibit B is attached hereto and made a part hereof. The rates listed in Exhibit B shall remain in effect for a period of one year from the "Effective Date" of the Agreement and subject to annual adjustment of 3%. Upon execution of the WA the GMP and the hourly labor rates shall be set for that WA and the GMP shall not be adjusted. Maximum allowable markups on costs shall be as follows:

- a. Mark up on Bonds and Builders Risk: 15%
- b. Mark up on materials, supplies and equipment: 15%
- c. Mark up on construction labor with burden: Multiplier, see paragraph 2 above
- d. Mark up on Sub-Contracts for construction: 10%
- e. Mark up on engineering raw labor: Multiplier, see paragraph 1 above
- f. Mark up on sub-consultants: 0%

3. The WA(s) GMP shall be the sum of the Engineering fees plus the construction cost. List all assumptions and contingencies made by the Design-Build Entity in development of the GMP.

4. Provide material and Sub-Design-Build Entity(s) quotations utilized in proposal on letterhead/form or telephone log. Provide summary of material vendor and sub-contract quotation used in the WA(s) and document solicitations which did not provide quotes. Material quotations shall be provided with the proposed WA(s). For materials \$1,000 to \$4,999 provide documentation showing solicitation of a minimum 2 quotes except for sole source materials. For materials \$5,000 and greater provide documentation showing solicitation of a minimum of 3 written quotes except

for sole source materials. For Sub-Contracts \$1,000 to \$4,999 provide documentation demonstrating the solicitation of a minimum of 2 written quotes. For Sub-Contracts \$5,000 and greater provide documentation demonstrating the solicitation of a minimum of 3 written quotes. If the number of quotations for materials or sub-contracts is less than the above specified requirements the Design-Build Entity shall provide written justification in the WA(s) (for example: emergency work) or the item may be subject to adjustment of the GMP at a later date with the County realizing the savings for the differences in the material or sub-contract amounts if a different vendor is used. When the lowest quotation for materials or Sub-Contracts is not utilized the Design-Build Entity shall provide explanation with the proposed WA(s) documentation which may include but not be limited to:

- a. SBE Goal (10% preference)
- b. Local or Glades Preference (5% preference)
- c. Not able to meet terms or conditions
- d. Not able to meet time constraints
- e. Insufficient experience or qualifications

**19. Design-Build Entity's Responsibility**

A. The Design-Build Entity shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Design-Build Entity shall be solely and wholly responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The Design-Build Entity shall be responsible to see that the finished Work complies accurately with the Contract Documents and for the good condition of the Work and materials until Final Acceptance by the County. The Design-Build Entity shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature prior to Final Acceptance.

B. The Design-Build Entity shall designate in writing and keep on the Work site at all times during progress of the Work, a technically qualified Project Manager, who shall not be replaced without prior written notice to the County and the Engineer. The Project Manager shall be the Design-Build Entity's representative at the site and shall have full authority to act on behalf of the Design-Build Entity. All communications given to the Project Manager shall be as binding as if given to the Design-Build Entity. The Design-Build Entity shall issue all of its communications to the County through the Engineer.

C. The Design-Build Entity's Project Manager shall be present at the site of the Work at all times while Work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Design-Build Entity until such time as a Project manager is again present at the site.

D. All materials shall be supplied and the Work shall be done in accordance with the rules, requirements, regulations and directives of various building departments and such other state, county, or city departments having jurisdiction over the same and in accordance with the requirements of the representatives of the mortgagee or mortgagees, if any, or any other

governmental bureau, agency, or department interested in this job either directly or indirectly. Design-Build Entity shall be responsible for making itself aware of any laws or ordinances which may affect Design-Build Entity's access to the Project, the times of day when Design-Build Entity may prosecute the work or in any other way affect Design-Build Entity's performance of the Work. County will not be liable to Design-Build Entity for any action of any other governmental or private entity or agency which impacts Design-Build Entity's costs or schedule for completing the Work.

E. Except as otherwise provided in this article, the Design-Build Entity shall receive no additional compensation for overtime work, i.e., work in excess of eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the Engineer in writing. Additional compensation will be paid to the Design-Build Entity for overtime work only in the event extra work is ordered by the Engineer and the Work Supplement specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the Design-Build Entity for overtime work of a similar nature in the same locality.

F. All costs of field observations, inspection and testing performed by the Engineer during overtime work by the Design-Build Entity which is allowed solely for the convenience of the Design-Build Entity shall be borne by the Design-Build Entity, based upon Engineer's salary rates plus fringe benefits, overhead, profit and indirect costs in accordance with the terms of the Engineer's Contract with the County. The County shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the Design-Build Entity.

G. Unless otherwise specified in the Contract Documents, the Design-Build Entity shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, drainage, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and final completion of the Work. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Design-Build Entity, without special instruction or authorization from Engineer or County, is obligated to act to prevent threatened damage, injury or loss. Design-Build Entity shall give Engineer prompt written notice if Design-Build Entity believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive or Work Supplement will be issued to document the consequences of the changes or variations.

## **20. Discontinuance of Construction**

A. The Design-Build Entity agrees and guarantees to perform the above mentioned Work in accordance with the terms stated herein, irrespective of any strikes, lockouts, or stoppages, and the Design-Build Entity shall not knowingly employ men, means, materials, or equipment which a reasonable person would understand would create a substantial possibility of causing strikes, work stoppages, or any disturbances by workmen employed by the Design-Build Entity.

B. In the event the County is prevented from proceeding with any or all of this Work as stated in this Agreement, due to a declaration of war, or national emergency, by the United States

government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the County's control, then the County herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Agreement outright by giving notice by registered mail of such intention to the Design-Build Entity herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the County herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other charges whatsoever.

## **21. Guarantee**

The Design-Build Entity guarantees that the Work and service to be performed under the Agreement and all workmanship, materials, and equipment performed, furnished, used, or installed in the Work shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Contract Documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and that performance test requirements of the Agreement shall be fulfilled. The Design-Build Entity shall remedy all defects in the Work and shall repair, correct, or replace all damage to the other Work, persons or property resulting from failures covered by the guarantee. The guarantee shall remain in effect for one (1) year from the date of Final Acceptance unless a longer period is specified. The County shall give notice of observed defects with reasonable promptness. Un-remedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the guarantee shall subject the remedied portion of the Work to an extended guarantee period of one (1) year after the defect has been remedied. The surety shall be bound with and for the Design-Build Entity in the Design-Build Entity's faithful observance of the guarantee.

## **22. Field Layout of Work**

A. All Work under this Agreement shall be constructed in accordance with the lines and grades shown on the WA(s) Drawings or as approved by the Engineer in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

B. All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida with demonstrated experience in the project area who shall be employed by the Design-Build Entity at its expense. The Design-Build Entity shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary bench marks adjacent to the Work. Based upon the information provided by the Contract Drawings, the Design-Build Entity shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Contract Drawings, location of property boundaries, stakes for all working points, lines and elevations.

C. The Design-Build Entity shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Design-Build Entity resulting from its negligence, or for any other reason, it shall be held liable for any expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal causes of construction shall be re-established by the Design-Build Entity; and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the Work shall be made and preserved by the Design-Build Entity.

### **23. Substitutions**

Where any materials, articles, items, equipment, or processes are specified by one or more trade or brand names, the substitution of unnamed materials, articles, items, equipment, or processes will not be allowed. Where the words "equivalent", "proper", "equal to", or "or equal" are used, they shall be understood to mean that the referred to materials, items, equipment, articles or processes shall be the equivalent of, or equal to some other materials, items, equipment, articles or processes in the opinion or judgment of the Engineer. Unless otherwise specified, all materials, items, equipment, articles or processes shall be the best of their respective kinds and shall be in all cases, fully equal to samples acceptable to the Engineer. Even though the words "or equal" or other such expressions may be used in the Technical Specifications, unless a substitute is accepted in writing by the Engineer, the Engineer shall have the right to require the use of such specifically designated material, equipment, items, articles or processes named in the Technical Specifications.

### **24. Handling and Distribution**

A. The Design-Build Entity shall, at its own expense, handle, haul and distribute all materials and all surplus materials on the different portions of the Work, as necessary. Suitable and adequate storage room for materials and equipment shall be furnished until the Final Acceptance of the Work.

B. Storage charges and demurrage charges by transportation companies and vendors, which result from delays in handling, shall be borne by the Design-Build Entity.

### **25. Storage of Materials**

A. Suitable storage facilities shall be furnished by the Design-Build Entity. All materials, supplies and equipment intended for use in the Work shall be stored by the Design-Build Entity in accordance with the recommendations of the associated manufacturer or supplier to prevent damage from exposure, contamination by foreign substances, or vandalism. The Engineer may refuse to accept, or sample for testing, materials, supplies, or equipment that have been improperly stored. Materials, supplies and equipment found unfit for use shall not be incorporated in the Work and shall immediately be removed from the construction or storage site and replaced at no cost to the County.

**B.** Should the Design-Build Entity build temporary structures for housing workers, tools, machinery and supplies, they shall be permitted only at places acceptable under Laws and Regulations, and their surroundings shall be maintained at all times in a satisfactory and sanitary manner. On or before the completion of the Work, all such structure shall be removed in their entirety, together with all rubbish and trash, at the expense of the Design-Build Entity.

## **26. Salvaged Materials**

In the absence of special provisions to the WA(s), salvaged materials, equipment or supplies that occur are the property of the County and shall be stored as directed by the Engineer, or shall be properly disposed of by the Design-Build Entity at its sole cost, if directed by the Engineer.

## **27. Subcontracts**

**A.** As soon as practical after execution of the Contract Documents, the Design-Build Entity shall notify the Engineer and request approval in writing, of the use of Sub-Design-Build Entities proposed for the Work and shall not employ any that the Engineer may, within a reasonable time, determine are not performing the work in strict conformance with the Contract Documents, or approved changes thereto.

**B.** The Design-Build Entity agrees that it is as fully responsible to the County for the acts and omissions of its Sub-Design-Build Entities and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

**C.** Nothing contained in the Contract Documents shall create any contractual relation between any Sub-Design-Build Entity and the County.

**D.** The Design-Build Entity shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Sub-Design-Build Entities to the Design-Build Entity by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Sub-Design-Build Entities, and to give the Design-Build Entity the same power as regards to terminating any subcontract that the County may exercise over the Design-Build Entity under any provision of the Contract Documents.

## **28. Permits**

**A.** The Design-Build Entity shall assist the County in preparing applications for and in obtaining any environmental permits as may be necessary for the prosecution of the Work. If such assistance is deemed to fall within the scope of Professional Services, Design-Build Entity shall notify County and request an appropriate WA(s) or Supplement to an existing WA(s).

**B.** The Design-Build Entity shall obtain all other necessary permits, licenses, royalties, inspections and certificates pertaining to the Work, including having a design professional, licensed in Florida, sign and seal the design drawings, engineering reports, permit applications, record drawings and final certification and shall comply with all Laws and Regulations, whether or not provided by the Drawings, Technical Specifications, General conditions or other parts of the



Contract Documents without additional charge or expense to the County and shall also be responsible for and correct at its own cost and expense, any violations thereof resulting from and in connection with its performance of the Work.

#### **29. Employees**

A. All labor described in the WA(s) or these General Conditions or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

B. Any person employed on the Work who fails, refuses or neglects to obey the instructions of the Project Manager in anything relating to this Work, or who appears to the Project Manager to be disorderly, intoxicated, insubordinate, unfaithful or incompetent, shall upon the order of said Project Manager, be at once removed from all County work sites and not again employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the Engineer or its Inspectors by the Design-Build Entity or its employees or agents, shall be authority for the County to annul the WA(s) and/or Agreement and re-let the Work. No intoxicating substance shall be allowed on the Work site.

#### **30. Florida Products and Labor**

The Design-Build Entity's attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

#### **31. Nondiscrimination**

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

#### **32. Sanitary Regulations**

A. The Design-Build Entity shall provide adequate sanitary conveniences for the use of those employed on the Work. Such conveniences shall be made available when the first employees arrive on the Work, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such a manner as may be required by Laws and Regulations.

B. The Design-Build Entity shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. It shall rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the County, or on adjacent property.

C. The County and the Engineer shall have the right to inspect any building or other facility erected, maintained, or used by the Design-Build Entity, to determine compliance with these Sanitary Regulations.

### **33. Taxes**

The Design-Build Entity shall pay all sales, consumer, use, and other similar taxes required to be paid by the Design-Build Entity in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### **34. Design-Build Entity's Use of Premises**

The Design-Build Entity's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices.

### **35. Accident Prevention**

A. No laborer or mechanic employed in the performance of the Work shall be required to work under working conditions which are unsanitary, hazardous, or dangerous to its health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

B. The Design-Build Entity shall appoint a qualified and experienced safety representative and shall exercise proper caution at all times for the protection of persons and property and shall be responsible for all damage to persons or property, either on or off the Work site, which occur as a result of its prosecution of the Work. The safety provisions of applicable laws and building and construction codes shall be observed and the Design-Build Entity shall take or cause to be taken such additional safety and health measures as the local public agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction," latest addition, as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

C. The Design-Build Entity shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under the Agreement. The Design-Build Entity shall promptly furnish the local public agency with reports concerning these matters.

D. The Design-Build Entity shall indemnify and save harmless the County and the Engineer from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any Work conducted under this Agreement.

### **36. Precautions During Adverse Weather**

A. During adverse weather, and against the possibility thereof, the Design-Build Entity shall take all necessary precautions to ensure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The Design-Build Entity shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and shall take such precautions and procure such additional insurance as it deems prudent.

B. The Design-Build Entity may suspend construction operations at any time when, in its judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season including tropical storm or hurricane watch or warning issued within the work area.

### **37. Scheduling**

Design-Build Entity shall provide a schedule with the WA(s) during the design phase and provide monthly updates. Design-Build Entity shall provide a "Primavera P6" Critical Path Method (CPM) schedule with the WA(s) during the construction phase and provide monthly updates. If the Design-Build Entity does not meet the schedule requirements, then the County may request a recovery schedule. The Design-Build Entity shall provide a recovery schedule within seven (7) calendar days of request.

### **38. Non-assignable**

Neither this Agreement, nor any monies due hereunder, or any part thereof, shall be assigned, transferred, or sublet by Design-Build Entity, nor shall County be liable to any assignee or transferee, or sublease, without the written consent of the County, and without consent to the assignment, transfer, or sublease, the County shall not release or discharge Design-Build Entity from any obligation hereunder. County shall not consider its approval to an assignment unless the surety on the WA(s) Public Construction Bond has informed the County in writing that it consents to the assignment.

### **39. Not Used**

### **40. Confidentiality**

In the performance of the Work, the Design-Build Entity may be exposed to the confidential information of the County and others. The Design-Build Entity shall not disclose to anyone not employed by the County nor use, except on behalf of the County, any such confidential information acquired by it in the performance of the Work except as authorized by the County in writing and, regardless of the term of this Agreement, the Design-Build Entity shall be bound by this obligation until such time as said confidential information shall become part of the public domain. Information regarding all aspects of the County's business and information concerning the Work (either directly or indirectly disclosed to it or developed by it in the performance of the Work) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public without restriction. The Design-Build Entity also agrees that it will

not disclose to the County any information it holds subject to any obligation or confidence to any third persons or parties.

**41. Work by Others**

A. The County may perform additional Work related to the Project by itself, or may let other Contractors perform additional Work. The Design-Build Entity shall afford the other Contractors or Design-Build Entities, who are parties to such direct contracts (or the County, if it is performing the additional Work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate its Work with theirs.

B. If any part of the Design-Build Entity's Work depends on proper execution or results upon the Work of any such other Contractor or Design-Build Entity (or County), the Design-Build Entity shall inspect and promptly report to the Engineer, in writing, any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. Its failure to so report shall constitute an acceptance of the other Work as fit and proper for the reception of its Work except as to defects and deficiencies, which may appear in the other Work after the execution of the Work under this Agreement.

C. The Design-Build Entity shall do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. The Design-Build Entity shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the Engineer and of the other Design-Build Entity's whose Work will be affected.

D. If the performance of additional Work by other Design-Build Entity's or the County is not noted in the Contract Documents prior to the execution of the WA(s), written notice thereof shall be given to the Design-Build Entity by the Engineer prior to starting any such additional Work.

**42. Engineer's Responsibility**

A. The supervision of the execution of this Agreement is vested wholly in the Design-Build Entity. The orders, instructions, directions, or requests of the County are to be given through the Engineer. The Design-Build Entity shall designate a representative to receive such instructions, directions or requests in and, failing to do so, will nonetheless be held responsible for the execution of them.

B. The Engineer shall have the authority to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Design-Build Entity to carry out orders given to perform any or all provisions of the Agreement. This right of the Engineer to stop the Work shall not give rise to any duty on the part of the Engineer to exercise this right for the benefit of the Design-Build Entity or any other party. The Design-Build Entity shall not suspend the Work and shall not remove any equipment, tools, lumber or other materials without the written permission of the County's Engineer.

**C. The Engineer shall have unrestricted access to the materials and the Work at all times for measuring or observing the same, and the Design-Build Entity shall afford County's Engineer all necessary facilities and assistance for so doing.**

**D. After written authorization to proceed with the Work, the Engineer shall:**

- 1. Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, Contract Documents: if the Work is proceeding in accordance with the Contract Documents: not be responsible for the construction means, methods, procedures, techniques and sequences of construction and will not be responsible for the Design-Build Entity's failure to perform the construction Work in accordance with the Contract Documents: not be responsible for safety precautions and procedures in connection with the Work: and during such visits and on the basis of on-site observations, as an experienced and qualified design professional, keep the County informed of the progress of the Work, endeavor to guard the County against defects and deficiencies in the Work of the Design-Build Entity and may reject Work as failing to conform to the Contract Documents.**
- 2. Issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.**
- 3. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data, which the Design-Build Entity is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Contract Documents, and assemble written guarantees, which are required by the Contract Documents.**
- 4. Consult with and advise the County, act as the County's representative at the project site, issue all instructions of the County to the Design-Build Entity and prepare routine Work Supplements as required.**
- 5. Based on on-site observations, as an experienced and qualified design professional and on the review of the Design-Build Entity's applications for payment, determine the amount owed to the Design-Build Entity and approve in writing payment to the Design-Build Entity in such amounts: such approvals of payment to constitute a representation to the County, based on such observations and review of data comprising such applications, that the Work has progressed to the point indicated and that, to the best of its knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents, subject to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the approval. Such partial and final payments will be as specified elsewhere herein except as modified in this paragraph.**

6. Conduct a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Contract Documents, and recommend to the County, in writing, acceptance of the Project for ownership and final payment to the Design-Build Entity in accordance with Section III - General Conditions Article 59 "Final Payment and Acceptance."
- E. The Engineer will be the initial interpreter of the requirements of the Contract Documents.
- F. Engineer will determine the actual quantities and classifications of unit price work performed by Design-Build Entity. Engineer will review with Design-Build Entity the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The Engineer has agreed to participate in the use of a partnering cooperative approach to problem solving.
- G. Neither the Engineer's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the Engineer, in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Design-Build Entity, any Sub-Design-Build Entity, any Supplier, any Surety, or any other person or organization performing any of the Work.
- H. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as reviewed", "as approved", or terms of the like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review, or judgment of the Engineer as to the Work, it is intended that such requirements, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the Engineer any duty or authority to undertake responsibility for the Work.
- I. The authority and duties of the resident project representative are limited to examining the material furnished, observing the Work done, and reporting resident project representative's findings to the Engineer. The Engineer does not underwrite, guarantee or insure the Work done by the Design-Build Entity. It is the Design-Build Entity's responsibility to perform the Work in all details in accordance with the Contract Documents. Failure by the Engineer or by any Inspectors or other representatives of the County engaged in on-site observation to discover defects or deficiencies in the Work of the Design-Build Entity shall never, under any circumstances, relieve the Design-Build Entity from its liability therefore to the County. Inspectors shall have no authority to permit deviations from or to modify any of the provisions of the Drawings or Technical Specifications without the written permission or instruction of the Engineer.
- J. The Engineer, its representatives, employees, or any resident project representative in employment of the Engineer shall have no authority to supervise, direct, expedite or otherwise control and instruct or order the Design-Build Entity or its employees in the fulfillment of the Design-Build Entity's obligation. The County's instructions, orders, directions and/or orders to the Design-Build Entity shall be given only through the Engineer.

**K.** The Engineer shall have the authority to disapprove or reject Work which the Engineer believes to be defective or that the Engineer believes will not produce a completed project that conforms to the Contract Documents or that will prejudice the integrity of the construction of the completed Project as a functioning whole as indicated by the Contract Documents. The Engineer shall also have the authority to require special inspections or testing of the Work as provided in Section III - General Conditions Article 51 of this Agreement, whether the Work is fabricated, installed or completed.

**L.** If any Work (including the Work of Sub-Design-Build Entities) that is to be inspected, tested or approved is covered without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Design-Build Entity's sole expense unless the Design-Build Entity has given the Engineer timely notice of the Design-Build Entity's intention to perform such test or to cover the same and the Engineer has not acted with five (5) days in response to such notice.

**M.** If any Work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Design-Build Entity's sole expense.

**N.** If the Engineer considers it necessary or advisable that covered Work be observed by the Engineer or inspected or tested by others, the Design-Build Entity, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Design-Build Entity shall bear all direct, indirect and consequential costs and damages of such uncovering, exposure, observation, inspection and testing and of satisfactory re-construction, including but not limited to fees and charges of engineers, attorneys and other professionals. However, if such Work is found not to be defective, the Design-Build Entity shall be allowed an increase in the WA(s) Contract Price or an extension of the WA(s) Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and re-construction; and if the parties are unable to agree as to the amount or extent thereof, the Design-Build Entity may make a claim therefore as provided in Section III - General Conditions Articles 44 and 49.

**O.** The payment of any compensation, regardless of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Design-Build Entity to any project representative, is strictly prohibited and any such act on the part of the Design-Build Entity will constitute a violation of the Agreement.

#### **43. Changes in the Work**

**A.** Without invalidating the WA(s) and without notice to any surety, County may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Written Amendment, a Work Supplement, or a Work Directive Change. Upon receipt of any such document, Design-Build Entity shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

**B.** If County and Design-Build Entity are unable to agree on the extent, if any, of an increase or decrease in the WA(s) Contract Price or an extension or shortening of the WA(s) Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made thereof as provided in Section III - General Conditions Article 44 or Article 49.

**C.** Design-Build Entity shall not be entitled to an increase in the WA(s) Contract Price or an extension of the WA(s) Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided, except in the case of an emergency as provided in Section III - General Conditions Article 19.

**D.** County and Design-Build Entity shall execute appropriate Work Supplements (or Written Amendments) covering:

1. Changes in the Work which are ordered by County, or are required because of acceptance of defective Work under Section III - General Conditions Article 51 or correcting defective Work under Section III - General Conditions Article 53, or are agreed to in writing by the parties;
2. Changes in the WA(s) Contract Price or WA(s) Contract Time which are agreed to in writing by the parties; and
3. Changes in the WA(s) Contract Price or WA(s) Contract Time which embody the substance of any written decision rendered by Engineer, provided that, in lieu of executing any such Supplement, Design-Build Entity or County may agree to use alternative dispute resolution or may litigate any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such process, Design-Build Entity shall carry on with the Work and adhere to the progress schedule as provided in Section III - General Conditions Article 49.

**E.** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a Surety, the giving of any such notice will be Design-Build Entity's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

**F.** All changes to the Agreement and WA(s) must comply to Palm Beach County Board of County Commissioners Resolution R-89-633, any revisions thereto and any other policies enacted by the Board of County Commissioners in relation to contract changes.

#### **44. Change of Contract Price**

##### **A. General**



1. The WA(s) GMP constitutes the total compensation (subject to adjustments authorized in writing) payable to Design-Build Entity for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Design-Build Entity shall be at its expense without change in the WA(s) Contract Price.
2. The WA(s) Contract Price may only be changed by a Work Supplement. Any claim for an increase or decrease in the WA(s) Contract Price shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly (but in no event later than thirty (30) days) after occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty (60) days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the WA(s) Contract Price will be valid if not submitted in accordance with this Article.

**B. Cost of the Work**

1. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design-Build Entity in the proper performance of the Work. Except as otherwise may be agreed to in writing by County, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section III - General Conditions Article 44 subparagraph B.2.
  - a. Payroll costs for employees in the direct employ of Design-Build Entity in the performance of the Work under schedules of job classifications agreed upon by County and Design-Build Entity. Payroll costs for employees not employed full time in the Work 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 compensation, excise and payroll taxes, worker's or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation pay and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by the County.
  - b. Costs of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and supplier's field services required in connection therewith.
  - c. Payments made by Design-Build Entity to the Sub-Design-Build Entity for Work performed by Sub-Design-Build Entity.

- (i) Mark up on Sub-Contracts for construction: 10%
  - (ii) Mark up on sub-consultants: 0%
- d. Cost of special consultants including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.
- e. Supplemental costs including the following:
  - (i) The proportion of necessary transportation, travel and subsistence expenses of Design-Build Entity's employees incurred in the discharge of duties connected with the Work.
  - (ii) Costs, 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 costs less market value of such items used but not consumed which remain the property of Design-Build Entity.
  - (iii) Rentals of all construction equipment and machinery and the parts thereof whether rented from Design-Build Entity or others. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for completion of the Work or any portion thereof for which the equipment, machinery or parts are specifically required. For special equipment and machinery such as power driven pumps, concrete mixers, trucks, front-end loaders, backhoes, and tractors, or other equipment required for the economical performance of the authorized Work, the Design-Build Entity shall receive payment based weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate Blue Book for Construction Equipment, published by Equipment Guide Book Co., reduced by twenty-five percent (25%). Equipment cost shall be calculated based upon the actual time used on the Work. If said Work requires the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate: provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the WA(s). If, because of the emergency nature of Design-Build Entity's Work, the equipment or machinery described herein is not available at the rates described herein or within the locale described, Design-Build Entity may obtain such equipment or machinery from the best available source at the best available rate provided such acquisition is approved in advance, in writing, by County. For the purposes of this exception, such writing may be evidenced by an e-mail or facsimile transmission.
  - (iv) Sales, consumer, use or similar taxes related to the Work, and for which Design-Build Entity is liable, imposed by Laws and Regulations.

(v) The cost of utilities, fuel and sanitary facilities at the site.

(vi) Minor expenses such as telegrams, long distance phone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

(vii) Cost of premiums for additional Bonds and Builders Risk insurance required because of changes in the Work in accordance with Section III - General Conditions Article 18 within the limits of the deductible amounts established by General Provision F.

2. The term Cost of Work shall not include any of the following:

- a. Payroll costs and other compensation of Design-Build Entity's officers, executives, principals (or partnerships and sole proprietorships), general managers, engineers, architects, attorneys, auditors, accountants, purchasing and contract agents, expeditors, timekeepers, clerks and other personnel employed by Design-Build Entity whether at the site or in Design-Build Entity's principal office or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Section III - General Conditions Article 44 sub-paragraph B.1.a or specifically covered by Section III - General Conditions Article 44 sub-paragraph B.1.d, all of which are considered administrative costs covered by the Design-Build Entity's fee.
- b. Expenses of Design-Build Entity's principal and branch offices other than Design-Build Entity's office at the site.
- c. Any part of Design-Build Entity's capital expenses, including interest on Design-Build Entity's capital employed for the Work and charges against Design-Build Entity for delinquent payments.
- d. Cost of premiums for all insurance whether or not Design-Build Entity is required by the Contract Documents to purchase and maintain the same (except for the additional cost of Builders Risk premiums covered by Section III - General Conditions Article 44 sub-paragraph B.1.e.vii above).
- e. Costs due to the negligence of Design-Build Entity, any Sub-Design-Build Entity, or anyone directly or indirectly employed by any of them or for those acts any of them may be liable for, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- f. Other overhead or general expense costs of any kind and the costs of any items not specifically and expressly included in Section III - General Conditions Article 44 sub-paragraph B.1.

**C. Design-Build Entity's Fee**

**1. The Design-Build Entity's Fee allowed for overhead and profit shall be determined as follows:**

**a. A mutually acceptable fixed fee, or if none can be agreed upon, a fee based on the following percentages of the various portions of the Cost of the Work:**

**(i) For costs incurred under Section III - General Conditions Article 44 sub-paragraphs B.1.a and B.1.b, the Design-Build Entity's Fee shall be fifteen percent (15%).**

**(ii) For costs incurred under Section III - General Conditions Article 44 sub-paragraph B.1.c, the Design-Build Entity's Fee shall be actual cost with no markup.**

**(iii) No fee shall be payable on the basis of costs itemized Section III - General Conditions Article 44 sub-paragraph B.2.**

**(iv) The amount of credit to be allowed by Design-Build Entity to County for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Design-Build Entity's Fee by an amount equal to ten percent (10%) of the net decrease: and.**

**(v) When both additions and credits are involved in any one change, the adjustment in Design-Build Entity's Fee shall be computed on the basis of the net change in accordance with Section III - General Conditions Article 44 sub-paragraphs C.1.b.i through C.1.b.iv, inclusive.**

**2. Whenever the cost of any Work is to be determined pursuant to Section III - General Conditions Article 44 sub-paragraph B.1, Design-Build Entity will submit in a form acceptable to the Engineer an itemized cost breakdown together with supporting data.**

**2. Unit Prices:**

- a. Where the Contract Documents provide that all or part of the Work is to be unit price work, initially the WA(s) Contract Price will be deemed to include for all unit price work an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Contract. The estimated quantities of unit price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial GMP price. Determinations of the actual quantities and classifications of unit price work performed by Design-Build Entity will be made by Engineer. Each Unit price will be deemed to include an amount considered by Design-Build Entity to be adequate to cover Design-Build Entity's overhead and profit for each separately identified item.**

- b. Where the quantity of any item of unit price work performed by Design-Build Entity differs materially and significantly from the estimated quantity of such item indicated in the WA(s) and there is not a corresponding adjustment with respect to any other item of Work and if Design-Build Entity believes that Design-Build Entity has incurred additional expense as a result thereof, Design-Build Entity may make a claim for an increase in the WA(s) Contract Price.

#### **45. Change Procedures**

##### **A. Minor Changes:**

The Engineer will advise the Design-Build Entity, in writing, of minor changes in the Work not involving an adjustment to WA(s) Contract Price or WA(s) Contract Time by issuance of a Field Order.

##### **B. Other Changes:**

1. The County, through its Engineer may, at any time, without notice to the surety, by written order designated or indicated to be a Work Supplement, make any change in the Work within the general scope of the WA(s), including but not limited to changes:
  - a. In the Technical Specifications (including drawings and designs);
  - b. In the time, method or manner of performance of the Work;
  - c. In the County furnished facilities, equipment, materials, services, or site; or
  - d. Directing acceleration in the performance of the Work.
2. Any other written order (which terms as used in this Paragraph shall include direction, instruction, interpretation, or determination) from the County, which causes any change, shall be treated as a Work Supplement under this clause, provided that the Design-Build Entity gives the Engineer written notice not later than ten (10) days after the occurrence of the event giving rise to the claim but prior to incurring any expense stating the date, circumstances, and source of the order and that the Design-Build Entity regards the order as a Work Supplement.
3. Except as provided in this Article, no order, statement, or conduct of the County shall be treated as a change under this clause or entitle the Design-Build Entity to an equitable adjustment, and this Article shall not allow, nor be construed to allow, a claim otherwise disallowed by the Contract Documents.
4. If any change under this clause causes an increase or decrease in the Design-Build Entity's cost of, or the time required for, the performance of any part of the Work under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and the WA(s) modified in writing accordingly; provided however, that no claim for any change under Paragraph 2 above shall be allowed for any costs unless the Design-Build Entity gives written notice as herein required.

5. If the Design-Build Entity intends to assert a claim for an equitable adjustment under this clause, it must, within thirty (30) days after receipt of a written Work Supplement under Paragraph 1 above or the furnishing of a written notice under Paragraph 2 above, submit to the County a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the County. The statement of claim hereunder may be included in the notice under Paragraph 2 above.
6. No claim by the Design-Build Entity for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

**46. Omitted Work**

A. The County may, at any time, by a written order, without notice to the Sureties, require the omission of such Contract Work as it may find necessary or desirable. An order for omission of Work shall be valid only by an executable Work Supplement. All Work so ordered must be omitted by the Design-Build Entity. The amount by which the WA(s) Contract Price shall be reduced shall be determined as follows:

1. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the WA(s); or.
2. By the appropriate price set forth in the WA(s); or.
3. By the reasonable and fair estimated cost of such omitted Work as determined by the Design-Build Entity and the Engineer, and approved by the County.

**47. Changes Not to Affect Bonds**

A. It is distinctly agreed and understood that any changes made in the Contract Documents for Work associated with this Project (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the County to the Design-Build Entity shall in no way annul, release or affect the liability and surety on the Bonds given by the Design-Build Entity.

B. If notice of any change is required to be given to a surety by the provisions of any Bond, the giving of any such notice will be the Design-Build Entity's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

**48. Continuing the Work**

Design-Build Entity shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with County. If the Design-Build Entity and County are unable to agree, all such disputes shall be referred to voluntary alternative dispute resolution, if the parties so agree, or litigation. No Work shall be delayed or postponed pending resolution of any disputes or

disagreements except as the Design-Build Entity and County agree in writing otherwise and County shall continue to make payments in accordance with the Contract Documents.

**49. Change of Contract Time**

A. The WA(s) Contract Time may only be changed by a Work Supplement. Any claim for an extension of the WA(s) Contract Time shall be based on written notice delivered by the Design-Build Entity to the Engineer promptly (but in no event later than 10 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless the Engineer allows, in writing, an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the Design-Build Entity's written statement that the adjustment claimed is the entire adjustment to which the Design-Build Entity has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the WA(s) Contract Time shall be determined by the Engineer in accordance with Section III - General Conditions Article 42 if County and Design-Build Entity cannot otherwise agree. No claim for an adjustment in the WA(s) Contract Time shall be valid if not submitted as previously specified above.

B. The WA(s) Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Design-Build Entity if a claim is made therefore as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by County or others performing additional Work as contemplated by Section III - General Conditions Article 41, or to fires, floods, labor disputes, epidemics, abnormal weather conditions (Section III - General Conditions Article 50) or acts of God.

C. Pursuant to the Agreement's float-sharing requirements, no time extensions will be granted nor delay damages considered until a delay occurs that impacts the Project's critical path, consumes all available float, and extends the Work beyond the WA(s) completion date.

**50. Extension of Contract Time on Account of Weather/Inclement Weather**

A. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within five (5) days of occurrence and shall be documented by data substantiating that weather conditions where the Design-Build Entity was unable to perform work, for the period of time required for completion of the Work and could not have been reasonably anticipated and that weather conditions had an adverse effect on the scheduled construction.

B. The Design-Build Entity's construction schedule shall be based upon the inclusion of at least fifteen (15) calendar days per calendar year, of Inclement Weather delays to be prorated over the length of the contract. Further, the Design-Build Entity has the responsibility to take reasonable precautions to mitigate the impact of unfavorable weather conditions.

C. Failure by the Design-Build Entity to comply with the proper notice or to supply substantial data within the time limit will result in the Design-Build Entity waiving its claim for weather delay.

## **51. Materials, Samples and Inspections**

**A.** Unless otherwise indicated on the Drawings or specified elsewhere, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Design-Build Entity to be incorporated in the Work shall be subject to inspection by the Engineer. No material shall be processed for, fabricated for, or delivered to the Site without prior acceptance from the Engineer.

**B.** If not required by the Proposal, as soon as possible after the formal execution of the Agreement, the Design-Build Entity shall submit to the Engineer, the names and addresses of the manufacturers and suppliers of all materials and equipment it proposes to incorporate into the Work. When shop and supplemental drawings are required as specified below, such information shall be submitted prior to the submission of the drawings so that the Engineer may consider the manufacturer, and/or the supplier, to be acceptable or unacceptable, as to its or their ability to furnish a product meeting the Technical Specifications, subject to Final Acceptance of the particular material or equipment. As requested, the Design-Build Entity shall also submit data relating to the material and equipment it proposes to incorporate into the Work, in sufficient detail to enable the Engineer to identify the particular product in question and to form an opinion as to its conformity to the WA(s) requirements. Such data shall be submitted in a manner similar to that specified for shop drawings.

**C.** Facilities and labor for the handling and inspection of all materials and equipment shall be furnished by the Design-Build Entity. Defective materials and equipment shall be removed immediately from the site of the Work. The Engineer will make arrangements for, and the County shall pay for soil density tests wherever and whenever the Engineer desires. If the results of a density test indicate that compaction is less than that specified in the Technical Specifications, the Design-Build Entity shall reimburse the County for the full cost of the test.

**D.** If the Engineer so requires, either prior to beginning or during the progress of the Work, the Design-Build Entity shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the requirements of the Contract Documents. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped as directed, at the expense of the Design-Build Entity. The Design-Build Entity shall, at its own expense, furnish acceptable molds for making concrete test cylinders. Except as otherwise specified, the County will make arrangements for, and pay for, the tests. Design-Build Entity shall pay for all failing tests.

**E.** All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or Work and location of which the material is intended, and the name of the Design-Build Entity submitting the sample. To ensure consideration of samples, the Design-Build Entity shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. In no case shall the original letter of notification be enclosed with the samples.

**F.** The Design-Build Entity shall submit data and samples, or place its orders, sufficiently early to permit consideration, inspection, testing, and acceptance before the materials and equipment are



A. If within one (1) year after the date of Final Acceptance or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work which is found to be defective, the Design-Build Entity shall promptly, without cost to the County, and in accordance with the County's written notification, either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with non-defective Work. If the Design-Build Entity does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement including but not limited to fees and charges of engineers, architects, attorneys and other professionals will be paid by the Design-Build Entity.

B. If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept the Work, the County may do so. The Design-Build Entity shall bear all direct, indirect, and consequential costs attributable to the County's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, a Work Supplement will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the County shall be entitled to an appropriate decrease in the WA(s) Contract Price. If the acceptance occurs after final payment, an appropriate amount will be paid by the Design-Build Entity to the County, as determined by the Engineer.

#### **54. Application for Progress Payment**

A. Unless otherwise prescribed by law, at the end of each month, the Design-Build Entity shall submit to the Engineer for review, an Application for Progress Payment filled out and signed by the Design-Build Entity covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

B. The Application for Progress Payment and SBE-M/WBE Construction Activity Report (sample is attached at the end of this section) shall identify the amount of the Design-Build Entity's total earnings to date based upon value of original contract Work performed to date as approved by fully executed Work Supplements. Payment shall be based upon percentage of work completed based upon the approved schedule of values. Retainage in the amount of 10% will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. At Design-Build Entity's request, after 50% completion of the work has been achieved, the County will implement a reduction in retainage to 5% of all future pay requests. If retainage is reduced, Design-Build Entity(s) may not withhold more than 5% retainage from Sub-Design-Build Entity(s) or suppliers and will be required to certify compliance with F.S. 218.70 *et seq* on each subsequent pay application. Notwithstanding the foregoing, in no instance can the amount retained be less than the value of County's good faith claims plus the value of the work the County determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when Engineer determines that half of the Work required by the WA(s) has been completed. In no event shall the Work be determined to be 50% completed before the County has paid 50% of the WA(s) amount

and 50% of the WA(s) Contract Time has expired. The amount of previous Pay Estimate payments shall then be subtracted to equal the Balance Due during the Pay Estimate period.

C. When the Engineer determines the Work to be Substantially Complete, PBCWUD may reduce the retainage to five percent (5%) of the dollar value of all Work satisfactorily completed to date, provided that the Design-Build Entity is making satisfactory progress toward final completion of the Work, that in the opinion of both the Engineer and PBCWUD there is no specific cause for a greater retainage, and the Design-Build Entity obtains the written consent of the surety companies furnishing the required Public Construction Bond on consent forms provided by PBCWUD. PBCWUD may reinstate the retainage up to ten percent (10%) if PBCWUD determines, at its discretion or the Engineer's discretion, that the Design-Build Entity is not making satisfactory progress toward final completion of the Work or where there is other specific cause for such withholding.

D. Partial payment may be made for the delivered cost of stored materials planned for incorporation into the Work, provided such materials meet the requirements of this Agreement, the Contract Drawings, and the Technical Specifications, and are delivered and suitably stored at the project site, or at another location acceptable to PBCWUD. Such material must be stored in a secure manner acceptable to PBCWUD, and in accordance with the manufacturer's recommendations.

E. The delivered cost of such stored or stockpiled materials may be included in any subsequent application for payment provided the Design-Build Entity meets the following conditions:

1. An applicable purchase order or supplier's invoice is provided listing the materials in detail, the cost of each item, and identifies this specific Contract by name.
2. The materials are fully insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
3. Stored materials approved for payment by the County shall not be removed from the designated storage area except for incorporation into the Work.
4. Evidence that the Design-Build Entity has verified quantity and quality of the materials delivered (verified packing list).

F. It is further agreed between the parties that the transfer of title and the County's payment for any stored or stockpiled materials pursuant to these General Conditions, and any applicable provisions of the Supplementary General Conditions, shall in no way relieve the Design-Build Entity of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Agreement, the Contract Drawings, the Technical Specifications, and any approved changes thereto.

G. The following monthly Application for Progress Payment shall be accompanied by bills of sale, copies of paid invoices, releases of lien, or other documentation warranting that the Design-Build Entity has received the stored materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to

as "Liens") and evidence that the stored materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be satisfactory to the County.

H. The Design-Build Entity shall warrant and guarantee that title to all Work, materials, and equipment covered by an Application for Progress Payment, whether incorporated in the Work or not, will pass to the County no later than the time of Final Payment free and clear of all liens or other encumbrances.

I. In the event any dispute with respect to any payment or pay request cannot be resolved between the Design-Build Entity and Owner's project staff, Design-Build Entity may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, *et seq.* demand in writing a meeting with and review by PBCWUD (agency) director. In the absence of the PBCWUD director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by County of Design-Build Entity's written demand. The department (agency) director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purposes of the Local Government Prompt Payment Act.

J. The County may refuse to make payment of the full amount recommended by the Engineer because claims have been made against the County on account of the Design-Build Entity's performance of the Work, or because Liens have been filed in connection with the Work, or there are other items entitling the County to a credit against the amount recommended, but the County must give the Design-Build Entity written notice within twenty (20) business days after the date on which the invoice is stamped as received (with a copy to the Engineer) which specifies the invoice deficiency and any action necessary to make the invoice complete and proper.

K. Final Payment shall include documentation of final costs. The GMP savings shall be returned to the Owner.

#### **55. Partial Utilization**

A. The County shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to substantial completion of all of the Work. Whenever the County plans to exercise said right, the Design-Build Entity shall be notified in writing by the County, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service. If the Design-Build Entity agrees that such part of the Work is substantially complete and is capable of being partially utilized, the Design-Build Entity shall certify to the County and the Engineer that such part of the Work is substantially complete and requests the Engineer to issue a Certificate of Substantial Completion for that part of the Work. If the Engineer does not consider that part of the Work to be substantially complete, the Engineer shall notify the County and the Design-Build Entity in writing, giving the reasons therefore. If the Engineer considers that part of the Work to be substantially complete, the Engineer shall issue the certificate.

B. It shall be understood by the Design-Build Entity that until such written notification of the certification of substantial completion of that part of the Work is issued by the Engineer, all

responsibility for care and maintenance of all items or portions of the Work to be partially utilized shall be borne by the Design-Build Entity. Upon issuance of said written notice of partial utilization, the County will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice.

C. The Design-Build Entity shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the County, and the Design-Build Entity's one (1) year correction period shall commence only after the date of Final Acceptance of the Work.

#### **56. Substantial Completion**

When the Design-Build Entity considers the entire Work ready for its intended use, the Design-Build Entity shall notify the County and the Engineer in writing that the Work is substantially complete and request that the Engineer prepare a Certificate of Substantial Completion. Within the time allowed by F.S. 218.70 and in accordance with the County, the Engineer and the Design-Build Entity shall make an inspection of the Work to determine the status of completion. If the Engineer does not consider the Work substantially complete, the Engineer shall notify the Design-Build Entity in writing giving the reasons therefore. If the Engineer considers the Work to be substantially complete, the Engineer will prepare and deliver to the County for its execution and recordation the Certificate of Substantial Completion signed by the Engineer and Design-Build Entity, which shall fix the Date of Substantial Completion. At the discretion of the County, one and one-half times the value of outstanding items, corrective work, and incomplete punch list. All such Work shall be completed or corrected to the satisfaction of the County within the time stated on the punch list; otherwise the Design-Build Entity does hereby waive any and all claims to all monies withheld by the County to cover the value of all such uncompleted or uncorrected items.

#### **57. Final Application for Payment**

A. After the Design-Build Entity has completed all correction Work referred to in Section III - General Conditions Article 56 "Substantial Completion", and on the final punch lists, or any other punch lists which have been completed, and the Design-Build Entity has delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, CAD drawing files, programming files (as provided in these General Conditions) and other documents, all as required by the Contract Documents, and has given the Engineer written notice that the Work has been completed in conformity with the Drawings and Technical Specifications and any approved changes thereto, the Design-Build Entity may make application for final payment following the procedure for progress payments in Section III - General Conditions Article 54 "Applications for Progress Payments. The Final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, including but not limited to the following on forms provided by the County:

1. Design-Build Entity's certification of final completion
2. Consent of Surety for Final Payment (Payment Bond)

The Design-Build Entity shall also submit complete and legally effective releases or waivers (satisfactory to the County) of all liens and "Notices to Owner" arising out of or filed in connection with the Work.

#### **58. Record Documents**

The Design-Build Entity shall keep one (1) record copy of all Technical Specifications, Drawings, shop drawings, and operations & maintenance manuals at the site in good order and clearly annotated to show all changes made during the construction process. These shall be available to the Engineer for inspection and reference and shall be delivered to it upon completion of the Project, prior to Application for Final Payment.

#### **59. Final Payment and Acceptance**

A. Upon receipt of written notice from the Design-Build Entity that the Work has been completed in conformity with the Drawings and Technical Specifications and any approved changes thereto, and receipt of the Final Application for Payment and accompanying documentation, the Engineer shall promptly examine the Work and, making such tests as it may deem proper and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced Professional Engineer, shall satisfy itself that the Design-Build Entity's statement appears to be correct and the Design-Build Entity's other obligations under the Contract Documents have been fulfilled. It shall then inform the County in writing that it has examined the Work and that it appears, to the best of its knowledge and belief, to conform to the Contract Drawings, Technical Specifications and any approved Work Supplements, that the Design-Build Entity's other obligations under the Contract Documents have been fulfilled, and that it therefore recommends acceptance of the Work for ownership and Final Payment to the Design-Build Entity. However, it is agreed by the County and the Design-Build Entity that such statement by the County's Engineer does not in any way relieve the Design-Build Entity from its responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the Engineer or the County liable for any faulty Work done or defective materials or equipment used by the Design-Build Entity.

B. The Engineer will then make a final estimate of the value of all Work done and will deduct there from all previous payments which have been made. The County's Engineer will report such estimate to the County together with its recommendation as to the acceptance of the Work or its findings as to any deficiencies therein. After receipt and acceptance by the County of the properly executed final warranty of title and within sixty (60) days after approval of the Engineer's estimate and recommendation to the County, the County will make final payment to the Design-Build Entity of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:

1. Liquidated Damages, as applicable.
2. At the discretion of the County, one and one half (1½) times the value of outstanding items of correction Work or "punch list" items indicated on the Certificate of Substantial Completion, "final punch list", or any other "punch list" as being yet uncompleted or

uncorrected, as applicable. All such Work shall be completed or corrected to the satisfaction of the County within the time stated on the Certificate of Substantial Completion, or on the "final punch list", or any other "punch list", otherwise the Design-Build Entity does hereby waive any and all claims to all monies withheld by the County to cover the value of all such uncompleted or uncorrected items.

C. All prior estimates are subject to correction in the final estimate.

**60. Design-Build Entity's Continuing Obligation**

The Design-Build Entity's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any Progress or Final Payment by the Engineer, nor the issuance of a Certificate of Substantial completion nor any payment by the County to the Design-Build Entity under the Contract Documents, for any use or occupancy of the Work or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any review of a Shop Drawing or sample submittals, will constitute an acceptance of Work not in conformance with the Contract Documents or a release of the Design-Build Entity's obligation to perform the Work in accordance with the Contract Documents.

**61. Final Payment Terminates Liability of County**

Final Payment is defined as the last Progress Payment made to the Design-Build Entity for earned funds, less retainage as applicable, less deductions listed in Section III - General Conditions Article 59 "Final Payment and Acceptance". The acceptance of the Final Payment referred to in Section III - General Conditions Article 59, shall be a full release of the County and its agents from any and all claims of liability to the Design-Build Entity for anything done or furnished for, or relating to, the Work or for any act or neglect of the County, or of any person relating to or affecting the Work, except demands against the County for the remainder, if any, of the amounts kept or retained under the provisions of Section III - General Conditions Article 59.

**62. Not Used**

**63. Not Used**

**64. Not Used**

**65. Title to Materials Found on the Work**

A. The County reserves the right to retain title to all suitable soils, stone, sand, gravel, and other materials (as determined suitable by the Engineer) developed and obtained from excavations and other operations connected with the Work. Unless otherwise specified in the Contract Documents, neither the Design-Build Entity nor any Sub-Design-Build Entity shall have any right, title, or interest in or to any such materials.

B. The Design-Build Entity will be permitted to use any such suitable materials in the Work, without charge, provided that such materials meet the requirements of the Contract Documents.

**66. Not Used**

**67. ASBESTOS**

If the Design-Build Entity during the course of the work observes, uncovers, or otherwise becomes aware of the existence of any suspect asbestos material at the site that was not previously identified by the County, the Design-Build Entity shall immediately stop work in the affected area and notify the County and confirm any oral notice in writing. In addition, the Design-Build Entity shall take reasonable precautions to prevent or contain the movement, spread or disturbance of such materials and to protect persons and property. The County shall promptly consult with the Engineer concerning such condition and determine the necessity of County's retaining special consultants or qualified experts to deal therewith. The Design-Build Entity shall not perform any work in connection near or in connection with the suspect material until receipt of special written instructions from the County.

**A. PROCEDURES FOR DEMOLITION OF STRUCTURES:**

**1. Notification:**

Federal and state asbestos regulations require, prior to demolition of any structure:

- (a) An inspection for asbestos-containing materials (ACM);
- (b) Removal of specific ACM; and
- (c) An asbestos notification of demolition received at least ten (10) business days prior to demolition.

To meet requirements (a) and (b) above, the County has surveyed the structure(s) in this Contract for the presence of ACM and every effort has been made to remove National Emission Standard for Hazardous Air Pollutant (NESHAP) Regulated Asbestos-Containing Material (RACM) and Category II Non-Friable ACM (e.g. asbestos-cement board and shingles) before releasing this project to the Design-Build Entity. Intact resilient floor coverings with mastic and bituminous roofing materials are classified as NESHAP Category I Non-Friable ACM and may still remain on the structure released for demolition. Verification of this work is attached to this Contract. If not attached, it is the Design-Build Entity's responsibility to contact the Project Manager of the County Department overseeing this Contract, or the County's Risk Management/Loss Control section to obtain:

- 1. A copy of the pre-demolition asbestos inspection report; and
- 2. A copy of Risk Management/Loss Control's memo of approval to proceed to the next phase of the project addressed to the County department overseeing this project, and

To meet requirement (c) above, the Design-Build Entity is responsible for submitting a complete and accurate asbestos notification of demolition form titled "Notice of Demolition or Asbestos Renovation" [i.e., NESHAP notification, 40 CFR Part 61.145(b)], for each separate address to be

demolished to the below listed agency at least ten (10) business days prior to demolition. The form and business portal are available from the Florida Department of Environmental Protection (FDEP) at: <https://floridadep.gov/air/permitting-compliance/content/asbestos>

**SEND ORIGINAL TO:**  
Florida Department of Environmental Protection  
Division of Air Resource Management  
3301 Gun Club Road, MSC 7210-1  
West Palm Beach, FL 33406  
Fax (561) 681-6755

The Design-Build Entity must notify FDEP and the project manager of the County Department overseeing the project immediately if the demolition start date changes. No demolition may begin before the start date on the NESHAP notification and no demolition may occur without a notice to proceed from the County department. It is the responsibility of the Design-Build Entity to call and submit revised NESHAP notifications to the above listed agency, adhering to required NESHAP time frames.

The Design-Build Entity will provide a copy of the submitted NESHAP form(s) to the County Department overseeing this project, when requested.

The Design-Build Entity is responsible for physically checking the structure(s) before submitting the NESHAP notification to ensure that all RACM and Category II ACM, as identified in the pre-demolition asbestos inspection report, have been removed. If RACM or Category II ACM is discovered or Category I flooring and/or roofing is in poor (friable/not intact) condition, immediately contact the County's Project Manager or Loss Control.

## **2. Work Practices:**

The Design-Build Entity will utilize wet methods to control airborne emissions during the demolition process and during loading onto transport vehicles, regardless whether NESHAP Category I material is present or not. The Design-Build Entity is responsible for supplying water meters, hoses, and adequate volume of water to the demolition site.

Intact resilient flooring, floor mastic, and bituminous roofing materials (NESHAP Category I Non-Friable ACM) are not required to be removed prior to wet demolition. Demolition work practices will be conducted in a manner to prevent Category I materials from becoming friable (regulated). The Design-Build Entity shall be responsible to ensure Category I materials and their substrates are segregated from non-asbestos debris, kept wet, and disposed properly in a licensed facility.

Recycling and/or salvage of presumed or confirmed asbestos-containing Category I materials and their substrates is strictly prohibited.



Materials containing less than one percent (<1%) asbestos are not mandated to be removal prior to wet demolition under NESHAP, however, the Design-Build Entity's compliance with OSHA regulations is required.

Materials containing less than one percent (<1%) asbestos and debris mixed in with it cannot be recycled. It is the Design-Build Entity's responsibility to properly segregate these materials from non-asbestos debris should recycling be considered. The County will require verification of proper disposal of materials containing <1% asbestos to ensure they are not recycled.

### **3. Applicable Regulations**

Compliance with the following regulations is the Design-Build Entity's responsibility:

1. Environmental Protection Agency (EPA) 40 CFR part 61 Subpart M – National Emission Standards for Hazardous Air Pollutants (NESHAP)
2. Occupational Safety and Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
3. Chapter 469 Florida Statutes

In accordance with OSHA (29 CFR 1926.1101) the Design-Build Entity must have a Competent Person onsite who:

- (a) Is capable of identifying existing asbestos hazards in the work place:
- (b) Is capable of selecting the appropriate control strategy for asbestos exposure:  
and
- (c) Has the authority to take prompt corrective action to eliminate hazard.

This person must be trained in accordance with OSHA, EPA, and Florida Statutes as an onsite supervisor (commonly referred to as Asbestos Supervisor/Contractor). Copies of training certificates of the onsite supervisor shall be made available to the County upon request.

### **B. REMOVAL OF CONFIRMED OR PRESUMED ASBESTOS-CONTAINING BITUMINOUS ROOFING MATERIALS:**

The County will provide all known information as to the roofing material used on the existing roof specified in the Contract Documents. This information will include the results of any recent bulk sampling analysis of the existing roof system determining the presence or absence of asbestos by percentage and the location where each sample was taken. In the absence of bulk sampling for asbestos, the roofing materials will be presumed asbestos containing until proven otherwise.

It is the Design-Build Entity's responsibility to determine if the information furnished is adequate to provide a bid.

It is the responsibility of the Design-Build Entity awarded the Contract to determine if the roofing materials do not contain asbestos. If the Design-Build Entity wishes not to sample

and analyze for asbestos, the materials will be presumed to contain asbestos and must be handled accordingly. If the Design-Build Entity elects to sample the roof system, it must first notify the County of the sampling, including date, location, and number of samples to be collected. The bulk sample collection must be conducted by a Florida Licensed Asbestos Consultant and the analyses must be performed by an NVLAP-accredited laboratory (NVLAP: National Voluntary Laboratory Accreditation Program). Results, if proven less than one percent (1.0%) asbestos, shall be provided to the County prior to the start of any Work.

The Design-Build Entity awarded the Contract will be required to meet all Federal, State, and local regulations pertaining to the handling, removal, and disposal of confirmed or presumed asbestos-containing roofing materials. This includes, but is not limited to:

1. Meeting the requirements listed in Chapter 469 Florida Statutes regarding training of onsite roofing supervisors involved in the removal of asbestos containing bituminous resinous roofing materials; and,
2. Utilizing removal methods that will maintain the roofing material's Category 1 non-friable status and will not create dust (i.e., employ methods other than sanding, grinding, drilling, abrading, rotary blade, or saw cutting). Suggested methods are slicing, shearing, or punch cutting while using wet methods where feasible.
3. Submitting a NESHAP notification of renovation if greater than 5580 square feet of asbestos-containing roofing will be removed.

To meet requirement #3 above, the Design-Build Entity is responsible for submitting a complete and accurate asbestos notification titled "Notice of Demolition or Asbestos Renovation" [i.e., NESHAP notification, 40 CFR Part 61.145(b)], to the below listed agency at least ten (10) business days prior to the start of work. The form and business portal are available from the Florida Department of Environmental Protection (FDEP) at:  
<https://floridaden.gov/air/permitting-compliance/content/asbestos>

SEND ORIGINAL TO:  
Florida Department of Environmental Protection  
Division of Air Resource Management  
3301 Gun Club Road, MSC 7210-1  
West Palm Beach, FL 33406  
Fax (561) 681-6755

The Design-Build Entity will submit upon award of the Contract the following documentation to the County department coordinating this project:

1. Copies of training certificates of the onsite roofing supervisor in compliance with the current requirements of Chapter 469 Florida Statutes:

2. Approval of a landfill to accept confirmed or presumed asbestos containing roofing material and any conditions associated with its acceptance: and.
3. A plan of action, as specified by OSHA 29 CFR 1926.1101, which addresses:
  - a. Method(s) of removal:
  - b. Worker protection:
  - c. Protection of building occupants and ventilation system:
  - d. Method and location of disposal.

### **C. HANDLING AND DISPOSAL OF ASBESTOS CEMENT PIPE**

#### **1. General**

Federal EPA regulations (40 CFR Part 61, Sub-part M "NESHAP") classify asbestos-cement pipe (AC pipe) as Category II non-friable asbestos-containing material. Federal OSHA regulations regarding materials containing asbestos (29 CFR 1926.1101) state handling such materials must be performed in accordance with its regulations, including work practices and training. Florida Statutes (Chapter 469) require adherence to EPA and OSHA regulations. Design-Build Entity working on or tying into AC pipe owned by the County or its entities shall comply with these regulations.

The County will make every effort to identify and quantify the location of known AC pipe prior to onset of the work.

If during the course of the work Design-Build Entity observes, uncovers, or otherwise becomes aware of the existence of any AC pipe, AC pipe pieces, or suspect asbestos material at the site that was not previously identified by the County, the Design-Build Entity shall immediately notify the County and confirm any verbal notice in writing. In addition, the Design-Build Entity shall take reasonable precautions to prevent or contain the movement, spread or disturbance of such materials and to protect persons and property. The County shall promptly consult with the Project Engineer concerning such conditions and determine the necessity of the County retaining special consultants or qualified experts. The Design-Build Entity shall not perform any work near or in connection with the suspect material until receipt of special written instructions from the County.

#### **2. Pre-Work Submittals**

Prior to any work on AC pipe that could disturb the pipe or expose the worker to possible asbestos fiber release while working on AC pipe, the Design-Build Entity shall submit the following documentation to the County department overseeing this Contract and/or the applicable Florida agency:

1. Copy of the current training certificate of the onsite OSHA Competent Person (also known as the Onsite Supervisor or Asbestos Supervisor).

2. Copy of the current training certificate or training documentation for each employee working on the AC pipe. This training shall meet the criteria stated for OSHA Class II special operation.
3. Copy of the Design-Build Entity's most recent Negative Exposure Assessment or Periodic Monitoring for asbestos.
4. Copy of the plan of action, as specified by OSHA 29 CFR 1926.1101, which addresses:
  - a. Method of removal and/or repair
  - b. Worker protection
  - c. Method and location of AC Pipe disposal
5. Copy of the NESHAP notification, when applicable.

Prior to any work on AC pipe that may render it to become friable or regulated in quantities of 260 linear feet or greater, the Design-Build Entity will submit a NESHAP "Notice of Demolition or Asbestos Renovation" form to (a) the County department overseeing this Contract and (b) the below listed agency at least ten (10) business days prior to the start of work. The form and business portal are available from the Florida Department of Environmental Protection (FDEP) at: <https://floridadep.gov/air/permitting-compliance/content/asbestos>

**SEND ORIGINAL TO:**  
 Florida Department of Environmental Protection  
 Division of Air Resource Management  
 3301 Gun Club Road, MSC 7210-1  
 West Palm Beach, FL 33406  
 Fax (561) 681-6755

The Design-Build Entity will provide a copy of the submitted NESHAP form(s) to the County Department overseeing this project, when requested.

### **3. Work Practices**

Compliance with the following regulations is the Design-Build Entity's responsibility:

1. Environmental Protection Agency (EPA) 40 CFR part 61 Subpart M – National Emission Standards for Hazardous Air Pollutants (NESHAP)
2. Occupational Safety and Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
3. Chapter 469 Florida Statutes

### **4. Post Work Submittals**

The Design-Build Entity will submit the following documentation to the County department coordinating this project prior to payment:

1. A Waste Shipment Record (WSR) for each shipment of AC pipe disposed, signed by the disposal facility, within 35 days of shipment. Refer to 40 CFR part 61 Subpart M (NESHAP) for an example of a WSR.

## **68. EXPLOSIVES AND HAZARDOUS MATERIALS**

A. Design-Build Entity shall obtain all required Federal, state and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Design-Build Entity will notify the County immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the County. The Design-Build Entity shall maintain and Post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work.

B. In the event that hazardous material is improperly handled or stored by the Design-Build Entity, its Sub-Design-Build Entities, any sub-sub Design-Build Entities, or any employee or agent of any of the aforementioned which results in contamination of the site, Design-Build Entity shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Design-Build Entity's sole cost and expense. Further, Design-Build Entity shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities.

## **69. Not Used**

## **70. Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative**

A. The Engineer may furnish a Resident Project Representative (RPR), assistants and other field staff to assist the Engineer in observing performance of the Work of the Design-Build Entity. The RPR may only be part time on site, and the Design-Build Entity shall coordinate with the RPR as required in the Contract Documents.

B. Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, the Engineer shall provide further protection for the County against defects and deficiencies in the Work; but, the furnishing of such services will not make the Engineer responsible for or give the Engineer control over construction means, methods, techniques, sequences or procedures or for the safety precautions or programs, or responsibility for the Design-Build Entity's failure to perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are further limited and described as follows:

### **1. GENERAL:**

The RPR is the Engineer's agent at the site, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site Work shall in general be with the Engineer and the Design-Build Entity, keeping the County advised as necessary. RPR's dealings with Sub-Design-Build Entities shall only be through or with the full knowledge and approval of the Design-Build Entity. RPR shall generally communicate with the County with the knowledge of and under the direction of the Engineer.

**2. DUTIES AND RESPONSIBILITIES OF THE RPR:**

- a. Review the construction progress schedule, schedule of shop drawing submittals, and schedule of values prepared by the Design-Build Entity and consult with the Engineer concerning their acceptability.
- b. Attend various meetings with the Design-Build Entity, including pre-construction conferences, construction progress meetings, job site conferences and other project-related meetings, and prepare and circulate written copies of minutes thereof.
- c. Serve as the Engineer's liaison with the Design-Build Entity, working principally through the Design-Build Entity's superintendent or Design-Build Entity, and assist in understanding the intent of the Contract Documents; and assist the Engineer in serving as the County's liaison with the Design-Build Entity when the Design-Build Entity's operations affect the County's on-site operations.
- d. Assist in obtaining from the County additional details or information, when required for proper execution of the Work.
- e. Record the dates of receipt of shop drawings and samples.
- f. Receive samples furnished at the site by the Design-Build Entity, and notify the Engineer of availability of samples for examination.
- g. Advise the Engineer and the Design-Build Entity of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by the Engineer.
- h. Conduct on-site observations of the Work in progress to assist the Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- i. Report to the Engineer whenever the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Engineer of Work that the RPR believes should be

corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

j. Verify that tests, equipment and system start-ups and operating and maintenance training are conducted in the presence of appropriate personnel and that the Design-Build Entity maintains adequate records thereof; and observes, records and reports to the Engineer appropriate details relative to the test procedures and start-ups.

k. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Engineer.

l. Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Design-Build Entity clarifications and/or interpretations as issued by the Engineer.

m. Consider and evaluate the Design-Build Entity's suggestions for modifications in Drawings or Technical Specifications and report with the RPR's recommendations to the Engineer. Transmit to the Design-Build Entity decisions as issued by the Engineer.

n. Maintain at the job site and the Engineer's office files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Work Supplements, Field Orders, Written Amendments, additional drawings issued subsequent to the execution of the WA(s), the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.

o. Record names, addresses and telephone numbers of all Sub-Design-Build Entities and major suppliers of materials, equipment and manufactured articles.

p. Furnish the Engineer periodic reports as required of progress of the Work and of the Design-Build Entity's compliance with the progress schedule and schedule of shop drawing and sample submittals.

q. Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.

r. Draft proposed Work Supplements and Work Directive Changes, obtaining backup material from the Design-Build Entity and recommend to the Engineer Work Supplements, Work Directive Changes, and Field Orders.

s. Report immediately to the Engineer and the County upon the occurrence of any accident witnessed by the RPR or that was otherwise made known to the RPR.

t. Review applications for payment with the Design-Build Entity for compliance with the established procedure for their submission and forward with recommendations to the Engineer, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.

u. During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Design-Build Entity are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Engineer for review and forwarding to the County prior to final payment for the Work.

v. Before the Engineer issues a Certificate of Substantial Completion, submit to the Design-Build Entity a list of observed items requiring completion or correction.

w. Conduct final inspections in the company of the Engineer, the County and the Design-Build Entity and prepare a final list of items to be completed or corrected.

x. Observe that all items on the final list have been completed or corrected and make recommendations to the Engineer concerning acceptance.

**D. LIMITATIONS OF AUTHORITY:**

I. The Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized in writing by the Engineer.
- b. Exceed limitations of the Engineer's authority as set forth in the Contract Documents.
- c. Undertake any of the responsibilities of the Design-Build Entity, Sub-Design-Build Entities or the Design-Build Entities superintendent or Design-Build Entity.
- d. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- f. Accept shop drawings or sample submittals from anyone other than the Design-Build Entity.
- g. Authorize the County to occupy the Project in whole or in part.
- h. Participate in specialized field or laboratory tests or inspections conducted by others as specifically authorized by the Engineer.

**71. Not Used**





adequacy of the quality of the copies and may reject the copies on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The County's review comments will be returned to the Design-Build Entity.

4. If drawings show variations from the Contract requirements, the Design-Build Entity shall describe such variations in writing, separate from the drawings, at the time of submission. If the County approves any such variation(s), it shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in Contract Price or in Contract Time, a modification need not be issued.

5. Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

1. All drawings submitted by the Design-Build Entity shall be certified and dated by the Design-Build Entity on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the Technical Specifications. County will conduct a review of Design-Build Entity's drawings and a drawing marked with one of the following review comments will be returned to the Design-Build Entity.

- a. No exceptions taken.
- b. Approval as noted.
- c. Comments attached. Resubmit.
- d. Rejected.

The Design-Build Entity must incorporate the changes indicated, resubmit and obtain a Code (a.) or (b.) notation before release for shipment can be granted.

#### D. Samples

1. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e. adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

2. Where samples are required, they shall be submitted by and at the expense of the Design-Build Entity. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any work in accordance with the schedule. Allow at least 21 calendar days for County's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any work without such review. Each sample shall bear a label showing the Design-Build Entity's name, date submitted, project name, name of the item, manufacturer's name.

brand name, model number, supplier's name, and reference to the appropriate drawing, Technical Specification section and paragraph number, all as applicable.

3. Samples which have been reviewed may, at County's option, be returned to the Design-Build Entity for incorporation into the work.

**E. Catalogues, Data and Certificates**

1. Where catalogues, data or certificates are required, five (5) copies of each shall be submitted by and at the expense of the Design-Build Entity. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any work in accordance with the CPM schedule. Allow at least 21 calendar days for County's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any work without such review.

2. Certificates shall clearly identify the material being certified and shall include, but not be limited to, the following information: Design-Build Entity's name, project name, name of the item, manufacturer's name, and reference to the appropriate drawing, Technical Specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Design-Build Entity shall be certified and dated by the Design-Build Entity on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specification, on forms provided by the County. County will conduct a review of Design-Build Entity's catalogues, data, and certificates and one copy marked with the review comments listed in paragraph E.1., above, will be returned to the Design-Build Entity.

**73. Design-Build Entity Work-Site Emergency Action Plan**

Design-Build Entity shall be fully and solely responsible for the safety of all on-site contract personnel, including Sub-Design-Build Entities. The Design-Build Entity shall supply the Water Utilities Department with names, telephone numbers and/or pager numbers of designated contract/subcontract personnel.

**74. Not Used**

**75. Safety and Health Regulations**

A. The Design-Build Entity shall be fully and solely responsible for conducting all operations under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. The Design-Build Entity shall continually and diligently inspect all work, materials, and equipment to discover any conditions that might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

B. The Design-Build Entity shall comply with the Department of Labor Safety and Health Regulations promulgated under the Occupational Safety and Health Act of 1970 to include General

Industry Standards (29 CFE 1910) and (29 CFR 1926/1910) for construction, and under Section 107 of the Contract Work Hours and Safety Standards Act.

C. The Design-Build Entity shall comply with the Federal Highway Association Manual on Uniform Traffic Control Devices when working on or off the site.

D. The Design-Build Entity shall allow representatives of PBCWUD of Labor and authorized representatives of the PBCWUD and the Palm Beach County Risk Management Department full access to the Project for inspection.

#### **76. Best Management Practices for the Construction Industry**

A. The Design-Build Entity shall be responsible for assuring that each Design-Build Entity or Sub-Design-Build Entity evaluates the site before construction is initiated to determine if any site conditions may pose particular problems for the use, handling, production or storage of any regulated substances. For instance, handling regulated substances in the proximity of water bodies or wetlands may be improper.

B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons or 440 pounds or more containing regulated substances shall have constructed below it an impervious containment system constructed of material of sufficient thickness, density and composition that will prevent the discharge to the land, groundwater or surface water of any pollutant which may emanate from said storage container. Each containment system shall be able to contain 150% of the contents of all storage containers above or within the containment system. Comply with the Palm Beach County United Land Development Code (ULDC) Article 14, Chapter 8, Wellfield Protection.

C. Each Design-Build Entity shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a regulated substance and shall be thoroughly familiar with procedures required to contain and clean up any releases of the regulated substance. Any tools or equipment necessary to accomplish same shall be available in case of release.

D. Upon completion of construction, all unused and waste regulated substances and containment systems shall be removed from the construction site by the Design-Build Entity and shall be disposed of in a proper manner as prescribed by law.

#### **77. Incentives**

##### **A. Apprentice Incentive**

1. The County offers an Apprentice Incentive payment to a Design-Build Entity who actually expends a minimum of \$25,000 (including Sub-Design-Build Entities) in payroll costs on apprentice wages. For purposes of this section, "apprentice" means any person who is participating in a Florida Department of Education registered

apprenticeship program. The Living Wage provisions of this contract shall not be diminished by paying an apprentice less than the Living Wage.

2. Upon completion of the WA(s), Design-Build Entity may apply for the payment which will be added to the WA(s) by change order. If the County determines that the Design-Build Entity complied with the requirements of this section, it will reimburse the Design-Build Entity 20% of its apprentice wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of \$100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.
3. For projects with WA(s) costs of \$20,000,000 or greater, the threshold amount of expenditures for apprentices which must be paid to qualify for the incentive shall increase to \$50,000 and the maximum reimbursement payment to \$200,000.
4. To be eligible for the Apprenticeship Incentive payment, the apprentice employer (through the Design-Build Entity) must provide the following documentation: apprentice name(s), contact information, the apprentice Registered Apprenticeship Partners Information Data System (RAPIDS) Registration number, certification from the apprentice program that the employee was in good standing during the time on the project, registered trade, and certified payroll for the apprentice hours worked on the project.
5. The Design-Build Entity is required to forward all documentation, assembled and submitted by the apprentice employer in accordance with the above paragraph, to the County for review and disposition. Any incentive that the County approves shall be provided to the apprentice employer in full.

**B. Glades Resident Incentive**

1. Palm Beach County offers an incentive payment to any Design-Build Entity (and Sub-Design-Build Entities) who hires a new employee that is a resident of the Glades area for work on County contracts ("Glades Employee"). For purposes of this section, "resident of the Glades area" means any person whose legal residence is located in the Glades area as defined in the Palm Beach County Local Preference Ordinance.
2. To be eligible for the incentive payment, the employee must be a full-time employee of the Design-Build Entity for a minimum of 3 weeks on this project and cannot have worked for the Design-Build Entity claiming the Glades Employee as a new hire for 90 days prior to this project. Within 5 days of the Design-Build Entity hiring and the Glades Employee reporting to work at the project site, Design-Build Entity must provide the following documentation ("Hiring Certification"): Glades Employee name, contact information including legal residence, copy of driver's license or other proof of residence, hire date, start date at project site, and trade.

Both the Glades Employee and employer must sign the Hiring Certification with signatures notarized.

3. The County has the right, but not the obligation, to conduct unannounced field interviews with the Glades Employee to ensure compliance with the requirements of this Section.
4. Upon completion of the WA(s), Design-Build Entity may apply for the incentive payment which will be added to the WA(s) by change order. The documentation ("Incentive Certification") required includes resubmitting of the Hiring Certification along with the employment end date or last day on the job site (whichever is earlier), a certified payroll for the hours worked on the project, and employee wages and benefits paid. The Incentive Certification must be signed by both the Glades Employee and employer with both signatures notarized. No markup will be allowed either by the Design-Build Entity or a Sub-Design-Build Entity.
5. If the County determines that the Design-Build Entity complied with the requirements of this section, it will reimburse the Design-Build Entity 30% of the new employee(s) wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of \$100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.
6. A Design-Build Entity can only claim the Incentive Payment once for each Glades Employee within a rolling twelve (12) month period, but the incentive can be claimed across multiple County contracts.
7. It is a Contract requirement of the Design-Build Entity that any reimbursement requested by a Sub-Design-Build Entity under this Section be processed by the Design-Build Entity to the County for review.

**Exhibit A**  
**Engineering Hourly labor Rates**

<u>Title</u>	<u>Labor Rate</u>	<u>Labor Rate with Multiplier</u>
Associate, Engineering (VI)	65.109	190.00
Director, Engineering (V)	59.969	175.00
Project Manager (IV)	51.402	150.00
Project Engineer (III)	44.548	130.00
Engineer (II)	37.695	110.00
Jr. Engineer (I)	34.268	100.00
Senior CADD Tech Manager	39.408	115.00
CADD Technician	32.554	95.00
Permit Administrator	30.841	90.00
Associate, Surveying	56.542	165.00
Senior Registered Surveyor	49.688	145.00
Survey Crew	46.262	135.00
Registered Surveyor	44.548	130.00
Survey Coordinator	35.981	105.00
Associate, Landscape Architect	56.542	165.00
Senior Landscape Architect	46.262	135.00
Environmental Administrator	42.835	125.00
Landscape Architect	41.121	120.00
Environmental Specialist	35.981	105.00
Landscape CADD Technician	32.554	95.00
Environmental Assistant	30.841	90.00
Landscape Inspector/Arborist	35.981	105.00
Landscape Designer	41.121	120.00
Landscape Site Plan Reviewer	46.262	135.00
Associate, Construction	56.542	165.00
Construction Manager Director	46.262	135.00
Construction Manager	42.835	125.00
Senior Inspector	34.268	100.00
Inspector	30.841	90.00
Construction Coordinator	30.841	90.00
Associate, Planning	59.969	175.00
Director of Planning	51.402	150.00
Planning Administrator	51.402	150.00
Planning Manager	49.688	145.00
Senior Planner	42.835	125.00
Assistant Planner	30.841	90.00

The rates listed in Exhibit A shall remain in effect for a period of one year from the "Effective Date" of the Agreement and subject to annual adjustment of 3%. Upon execution of the Work Authorization the GMP the hourly labor rates shall be set for that Work Authorization and the GMP shall not be adjusted. Provide audit for multiplier



**Calvin, Giordano & Associates, Inc.**  
 EXCEPTIONAL SOLUTIONS™

November 20, 2018

Ms. Krystin Berntsen, P.E., PMP  
 Director of Engineering Division  
**Engineering Division**  
**Palm Beach County Water Utilities Department**  
 8100 Forest Hill Boulevard  
 West Palm Beach, FL 33413

**RE: Professional Fee Multiplier Justification Letter**  
 Palm Beach County Water Utilities  
 Optimization and Improvements - Design Build  
 PBC Project No. WUD 18-031  
 CGA Project No. 11-4416

Dear Ms. Berntsen,

This letter shall provide justification for the 2.92 multiplier that is included in the Professional Fee Schedule that has been provided as an attachment to the contract for the above referenced project.

Per the certified overhead rate letter provided by the Florida Department of Transportation (FDOT) dated May 15, 2018, the following overhead rates shall apply:

Overhead Rate	Base Salary	Home/Branch Office	Facilities		Multiplier
			Capitol Cost of Money	Direct Expense	
	100%	122.68%	0.170%	4.44%	2.27

An operating margin percentage shall be added to the total overhead rate multiplier. This is not a profit-based percentage, rather compensation for normal business expenses that are excluded from the allowable overhead rate and is based the overall complexity of the project, degree of financial risk assumed, project schedule and cost controls. The Operating Margin Guidelines Table provided in the FDOT Negotiation Handbook was used to assist with the determination of the percentage applied to the direct salaries of the employees. The FDOT operating margin range is from 12.00 % to 42.00%. The following table provides a summary of the operating margin percentage calculation proposed for direct salaries:

Criteria	Requested Percentage
Project Complexity	6.0%
Degree of Risk	5.0%
Project Schedule	3.0%
Cost Control Efforts	24.0%
<b>TOTAL</b>	<b>38.0% OR 0.38 Multiplier</b>

- Building Code Services
- Civil Engineering / Roadway & Highway Design
- Coastal Engineering
- Code Compliance
- Construction Engineering & Inspection (CEI)
- Construction Services
- Data Technologies & Development
- Electrical Engineering
- Engineering
- Environmental Services
- Facilities Management
- Geographic Information Systems (GIS)
- Governmental Services
- Landscape Architecture
- Planning
- Project Management
- Redevelopment & Urban Design
- Surveying & Mapping
- Traffic Engineering
- Transportation Planning
- Water / Utilities Engineering
- Website Development

580 Village Boulevard  
 Suite 325  
 West Palm Beach, FL  
 33409  
 561.684.6161 phone  
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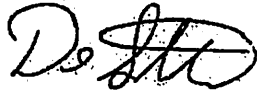


The sum of the multipliers above is 2.65. By multiplying this value by the allowable 10% for the engineering consultant's fee, the total multiplier for the project has been calculated to be 2.92.

If you have any questions or require additional information, please contact me at 561-684-6161.

Sincerely,

**CALVIN. GIORDANO & ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read "D. Stambaugh". The signature is stylized with a large, looped initial "D" and a cursive "Stambaugh".

**David Stambaugh, P.E.**  
**Director - West Palm Beach**



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

MIKE DEW  
SECRETARY

May 15, 2018

Dennis J. Giordano, President  
CALVIN, GIORDANO & ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Ft. Lauderdale, Florida 33316

Dear Mr. Giordano:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
  
- Group 6 - Traffic Engineering and Operations Studies
  - 6.1 - Traffic Engineering Studies
  - 6.2 - Traffic Signal Timing
  
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization
  
- Group 8 - Survey and Mapping
  - 8.1 - Control Surveying
  - 8.2 - Design, Right of Way & Construction Surveying
  - 8.4 - Right of Way Mapping
  
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
  - 10.3 - Construction Materials Inspection
  - 10.4 - Minor Bridge & Miscellaneous Structures CEI

Group 13 - Planning

- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering

Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2019 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
122.68%	88.44%	0.170%	Excluded	No	4.44%	7.54%*

\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator

**Exhibit B  
Construction Hourly Labor Rates**

<u>Title</u>	<u>Labor Rate</u>	<u>Labor Rate with Burden</u>	<u>Labor Rate with Burden &amp; OH&amp;P</u>
Field Labor	20.481	32.00	38.40
Foreman / Equipment Operator	28.300	46.00	55.20
Assistant Superintendent	33.140	58.00	69.60
Superintendent	46.754	75.00	90.00
Area / General Superintendent	58.863	98.00	117.60
Assistant Project Manager	26.260	48.00	57.60
Project Manager I	34.973	60.00	72.00
Project Manager II	42.740	75.00	90.00
Project Manager III	68.653	114.00	136.80
Project Manager IV	75.449	124.00	148.80
Estimator	50.350	91.00	109.20

The rates listed in Exhibit B shall remain in effect for a period of one year from the "Effective Date" of the Agreement and subject to annual adjustment of 3 %. Upon execution of the Work Authorization the GMP the hourly labor rates shall be set for that Work Authorization and the GMP shall not be adjusted. Provide audit for multiplier.

## CONSTRUCTION LABOR BREAKDOWN FOR 2019



CARDINAL CONTRACTORS, INC.

### Field Labor

Title	Rate	Med	Vac	Holiday	Cal	Truck	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate
LABOR	22.470	6.5163	0.4494	0.80892	0.51			2.80879	1.14285714	0.55029	12.7865129	0.569048191	35.25651184		
LABOR	16.545	4.80965	0.3317	0.59706				2.073125	1.14285714	0.55029	9.50467786	0.573088807	26.08967786		
LABOR	23.848	6.383575	0.4334	0.78000	0.51			2.7084375	1.14285714	0.55029	12.4083354	0.578799606	34.07603594		
LABOR	19.260	5.5854	0.3852	0.69336				2.4075	1.14285714	0.55029	10.7646029	0.558909806	30.02460186		
LABOR	21.13	6.32825	0.4227	0.76077				2.6415625	1.14285714	0.55029	11.6465504	0.551120329	32.77905036		
LABOR	18.73	5.41025	0.3745	0.6741				2.340625	1.14285714	0.55029	10.5126179	0.561421514	29.23761784		
LABOR	17.923	5.19725	0.3585	0.64521				2.2403125	1.14285714	0.55029	10.1366404	0.545470239	28.05716086		
LABOR	21.400	6.206	0.428	0.7704	0.51			2.875	1.14285714	0.55029	12.2825429	0.573950601	33.68254289		
LABOR	18.725	5.4025	0.3745	0.6741				2.340625	1.14285714	0.55029	10.5126179	0.561421514	29.23761784		
LABOR	21.400	6.206	0.428	0.7704	0.51			2.875	1.14285714	0.55029	12.2825429	0.573950601	33.68254289		
LABOR	19.260	5.5854	0.3852	0.69336				2.4075	1.14285714	0.55029	10.7646029	0.558909806	30.02460186		
LABOR	19.795	5.74025	0.3959	0.71261				2.474375	1.14285714	0.55029	11.0165879	0.556533445	30.81158784		
LABOR	28.000	7.54	0.57	0.936				3.25	1.14285714	0.55029	13.391420	0.578120879	37.89142084		
LABOR	27.395	6.494579	0.4479	0.806236	0.51			2.799375	1.14285714	0.55029	12.751235	0.569176112	35.14633494		
	14	20.481	5.9395448	0.4098					1.14285714	0.55029	11.5219578	0.54	92.00		[0.00] \$ 92.00

### Foreman / Equipment Operator

Title	Rate	Med	Vac	Holiday	Cal	Truck	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate
FOREMAN	24.191	7.054176	0.4838	0.8708794	0.51	0.57692308	0.11538	3.02388888	4	0.75	17.3463184	0.717653869	41.75740644		
FOREMAN	28.399	7.6577216	0.528	0.9503654	0.51	0.57692308	0.11538	3.29988	4	0.75	18.3862555	0.6964744	44.79529553		
FOREMAN	34.850	10.1065	0.697	1.2564				4.35625	1.14285714	0.75	18.3070771	0.528314829	53.15702769		
FOREMAN	27.760	8.0504	0.5552	0.99936	0.51	0.57692308	0.11538	3.47	4	0.75	19.0276777	0.645420306	46.78727669		
	4	28.300										0.66	46.57		[0.57] \$ 46.00

### Assistant Superintendent

Title	Rate	Med	Vac	Holiday	Cal	Truck	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate
ASSISTANT SUPERINTENDENT	31.28	8.0713	0.6256	1.13608	0.51	0.57692308	0.11538	3.91	8	0.75	24.6451877	0.789168404	55.96518769		
ASSISTANT SUPERINTENDENT	35	10.35	0.7	1.26	0.51	0.57692308	0.11538	4.375	8	0.75	26.4373077	0.755151648	61.43730769		
	2	33.14										0.77	58.70		[0.70] \$ 58.00

### Superintendent

Title	Rate	Med	Vac	Holiday	Cal	Truck	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate
SUPERINTENDENT	41.83	12.1307	2.6144	1.5058	0.51	0.57692308	0.11538	5.2875	3.2	0.576	26.4580127	0.632312854	68.28801189		
SUPERINTENDENT	40.87	11.8323	2.5544	1.47132	0.51	0.57692308	0.11538	5.10475	3.2	0.576	25.9650517	0.63530816	64.83505169		
SUPERINTENDENT	48.99	14.0771	3.0619	1.76364	0.51	0.57692308	0.11538	6.12375	3.2	0.576	30.1367777	0.615138558	79.12467289		
SUPERINTENDENT	49.49	14.3521	3.0931	1.78164	0.51	0.57692308	0.11538	6.18625	3.2	0.576	30.3914227	0.614092194	79.68142169		
SUPERINTENDENT	52.58	15.1511	3.2889	1.89324	0.51	0.57692308	0.11538	6.57375	3.2	0.576	31.9812777	0.608162643	84.57327669		
	5	46.754										0.62	75.74		[0.74] \$ 75.00

### Area / General Superintendent

Title	Rate	Med	Vac	Holiday	Cal	Truck	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate
AREA/GEN SUPERINTENDENT	81.825	17.95825	3.8703	2.2293	0.51	0.57692308	0.11538	7.740625	8	0.3	41.3007952	0.668848621	103.2257952		
AREA/GEN SUPERINTENDENT	95.8	16.182	3.4875	2.0088	0.51	0.57692308	0.11538	6.975	8	0.3	38.1556077	0.683792353	93.95607669		
	2	58.8425										0.68	88.59		[0.59] \$ 88.00

### Assistant Project Manager

Title	Rate	Med	Vac	Holiday	Cal	Veh	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate
PROJECT ENGINEER	34.74	7.1746	0.4948	0.89064	0.51	0.57692308	0.11538	1.0925	8	0.3	21.2548477	0.655088811	42.09484769		
PROJECT ENGINEER	37.78	8.0562	0.5556	1.00008	0.51	0.57692308	0.11538	1.4725	8	0.3	22.5866477	0.613095712	50.36664769		
	2	26.26										0.83	48.13		[0.13] \$ 48.00

### Project Manager I

Title	Rate	Med	Vac	Holiday	Cal	Veh	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate
PROJECT MANAGER I	34.060	10.6574	0.7212	1.29816	0.51	3.97959184	0.79592	4.5075	5.33333333	0.3	27.9011033	0.773796548	63.96310354		
PROJECT MANAGER I	34.440	9.9876	0.6878	1.23984	0.51	3.97959184	0.79592	4.305	5.33333333	0.3	27.1400815	0.784019592	61.58008154		
PROJECT MANAGER I	34.420	9.9818	0.6884	1.23912	0.51	3.97959184	0.79592	4.3025	5.33333333	0.3	27.1400815	0.784019592	61.58008154		
	3	34.973										0.74	60.80		[0.80] \$ 60.00

### Project Manager II

Title	Rate	Med	Vac	Holiday	Cal	Veh	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate
PROJECT MANAGER II	42.74	12.3566	0.8548	1.53864	0.51	3.97959184	0.79592	5.3425	16	0.3	41.7160502	0.976042354	84.4560502		
	1	42.74										0.98	84.48		[0.74] \$ 75.00

### Project Manager III

Title	Rate	Med	Vac	Holiday	Cal	Veh	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate
PROJECT MANAGER III	61.780	17.9104	3.86	2.23336	0.51	3.97959184	0.79592	7.72	5.33333333	0.3	42.6326035	0.680254748	104.3926035		
PROJECT MANAGER III	72.220	10.9408	4.5138	2.59992	0.51	4.89795918	0.97959	9.0175	9.11133333	0.3	49.1054544	0.679948136	121.3154544		
PROJECT MANAGER III	71.980	10.8742	4.4968	2.59128	0.51	4.89795918	0.97959	8.9975	9.11133333	0.3	48.7913382	0.682285887	116.7721382		
	3	68.653										0.84	114.18		[0.16] \$ 114.00

### Project Manager IV

Title	Rate	Med	Vac	Holiday	Cal	Veh	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate
PROJECT MANAGER IV	75.449	21.84031	4.7156	2.716164	0.51	6.12214488	1.28449	9.811225	2	0.09	48.6500003	0.844806429	134.0990003		
	1	75.449										0.844806429	124.10		[0.10] \$ 114.00

### Estimator

Title	Rate	Med	Vac	Holiday	Cal	Truck	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate
ESTIMATOR	50.33	14.6015	3.1609	1.8126	0.51	3.97959184	0.79592	0	16		40.8464852	0.811250947	81.9644852		
	1	50.33										0.811250947	91.20		[0.30] \$ 91.00

### Overhead & Profit Multiplier

Description	% of Revenue
2018 CI-CL SGLA	8.79%
DESIGN BUILD TARGET PROFIT	11.22%
Total	20.00%

**SCHEDULE 1  
LIST OF PROPOSED SBE-M/WBE PARTICIPATION**

PROJECT NAME OR BID NAME: Optimization and Improvements Design-Build PROJECT NO. OR BID NO.: WJD 18-031  
 NAME OF PRIME BIDDER: Cardinal Contractors, Inc. ADDRESS: 580 Village Blvd. Suite 325, West Palm Beach, FL 33409  
 CONTACT PERSON: Michael Brandao, Vice President PHONE NO.: (954) 587-0520 FAX NO.: (954) 337-0431  
 BID OPENING DATE: August 1, 2018 USER DEPARTMENT: \_\_\_\_\_

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE'S ON THIS PROJECT. **IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.** THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN WORKFORCE.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK					
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. Eckler Engineering, Inc. 2255 Glades Rd., Ste 324A Boca Raton, FL 33431	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	6%	_____	
2. Hillers Electrical Engineering 23257 State Road 7, Suite 100 Boca Raton, FL 33428	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	16%	_____	
3. Alan Gerwig & Associates 12798 W. Forest Hill Blvd. Suite 201 Wellington Fl. 33414	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	4%	_____	
4. Lakdas/Yohalem Engineering, Inc. 580 Village Blvd, Suite 325 West Palm Beach, FL 33409	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	4% Asian	
5. RADISE International, LC 4152 West Blue Heron Blvd, Ste 1114 Riviera Beach, FL 33404	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	1%	_____	_____	
(Please use additional sheets if necessary)			Total	0%	0%	1%	26%	4%

Total Bid Price \$ \_\_\_\_\_ Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work \_\_\_\_\_

I hereby certify that the above information accurate to the best of my knowledge. Michael Brandao Mike Brandao Vice President  
 Signature Print Name Title

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

**OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: WUD 18-031 PROJECT NAME: Design-Build Optimization & Improvements

TO: Cardinal Contractors, Inc  
(Name of Prime Bidder)

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

Small Business Enterprise  Minority Business Enterprise   
Black  Hispanic  Women  Caucasian  Other (Please Specify)

Date of Palm Beach County Certification: 11/9/17-11/8/20

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	Waste Water Treatment Engineering			6%

at the following price or percentage \_\_\_\_\_  
(SBE Prime or Subcontractor's Quote)

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

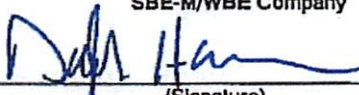
If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage \_\_\_\_\_ N/A \_\_\_\_\_  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Eckler Engineering, Inc  
Print name of SBE-M/WBE Company

By:   
(Signature)

Douglas K. Hammann, President  
Print name/title of person executing on behalf of SBE-M/WBE

Date: May 9, 2018

**OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: WUD 18-031 PROJECT NAME: Design-Build Optimization & Improvements

TO: Cardinal Contractors, Inc  
(Name of Prime Bidder)

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

Small Business Enterprise  Minority Business Enterprise   
Black  Hispanic  Women  Caucasian  Other (Please Specify)

Date of Palm Beach County Certification: 10/17/15-10/16/18

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	Electrical Engineering Services			15%

at the following price or percentage \_\_\_\_\_  
(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage \_\_\_\_\_ N/A  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Hillers Electrical Engineering, Inc

Print name of  
SBE-M/WBE Company

By: P. Hillers  
(Signature)

Paul Hillers, P.E., President

Print name/title of person executing on behalf  
of SBE-M/WBE

Date: 5/9/2018



**OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

This document must be completed by **ALL** SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: WUD 18-031 PROJECT NAME: Design-Build Optimization & Improvements

TO: Cardinal Contractors, Inc  
(Name of Prime Bidder)

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

Small Business Enterprise  Minority Business Enterprise   
Black  Hispanic  Women  Caucasian  Other (Please Specify)

Date of Palm Beach County Certification: 12/28/15-12/27/18

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	Structural Engineering Services			4%

at the following price or percentage \_\_\_\_\_  
(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage \_\_\_\_\_ N/A \_\_\_\_\_  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Alan Gerwig & Associates, Inc  
Print name of  
SBE/M/WBE Company

By: [Signature]  
(Signature)

Alan Gerwig P.E., President  
Print name/title of person executing on behalf  
of SBE-M/WBE

Date: 5/15/18

**OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: WUD 18-031 PROJECT NAME: Design-Build Optimization & Improvements

TO: Cardinal Contractors, Inc  
(Name of Prime Bidder)

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

Small Business Enterprise  Minority Business Enterprise   
Black  Hispanic  Women  Caucasian  Other (Please Specify)  Asian Male

Date of Palm Beach County Certification: 12/13/17-12/12/2020

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	Engineering services			4%

at the following price or percentage \_\_\_\_\_  
(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage N/A  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Lakdas/Yohalem Engineering, Inc

Print name of  
SBE-M/WBE Company

By:   
(Signature)

Lakdas Nanayakkara, P.E., President  
Print name/title of person executing on behalf  
of SBE-M/WBE

Date: 05-14-2018

**OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

This document must be completed by **ALL** SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: WUD 18-031 PROJECT NAME: Design-Build Optimization & Improvements

TO: Cardinal Contractors, Inc  
(Name of Prime Bidder)

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

Small Business Enterprise  Minority Business Enterprise   
 Black  Hispanic  Women  Caucasian  Other (Please Specify)  Asian

Date of Palm Beach County Certification: 12/13/17-12/12/2020

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
Engineering services			1%

at the following price or percentage \_\_\_\_\_  
(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage N/A  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

**RADISE International, L.C.**  
\_\_\_\_\_  
Print name of SBE-M/WBE Company

By:   
\_\_\_\_\_  
(Signature)

**Gregory J. Stelmack, P.E., Vice President**  
\_\_\_\_\_  
Print name/title of person executing on behalf of SBE-M/WBE

Date: May 14, 2018

## OEBO SCHEDULE 1

### LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_  
 NAME OF PRIME RESPONDENT/BIDDER: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

SOLICITATION/PROJECT/BID No.: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE NO.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_

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

Name, Address and Phone Number	( Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total \_\_\_\_\_

Total Bid Price \$ \_\_\_\_\_

Total SBE - M/WBE Participation \_\_\_\_\_

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  3. Modification of this form is not permitted and will be rejected upon submittal.

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: \_\_\_\_\_

SOLICITATION/PROJECT NAME: \_\_\_\_\_

Name of Prime: \_\_\_\_\_

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

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

**Column 1**

**Column 2**

Male  Female  African-American/Black  Asian American  Caucasian American  
 Hispanic American  Native American

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

Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage

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

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

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

\_\_\_\_\_  
Print name of Prime

\_\_\_\_\_  
Print name of Subcontractor/subconsultant

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OEBO SCHEDULE 3  
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING \_\_\_\_\_ PROJECT#: \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PRIME CONTRACTOR NAME \_\_\_\_\_

PROJECT SUPERVISOR \_\_\_\_\_

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge \_\_\_\_\_  
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

**NOTE:** Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

**OEBO Schedule 3(A)  
PROFESSIONAL SERVICES ACTIVITY REPORT**

Date: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
BCC Resolution No.: \_\_\_\_\_  
Project No.: \_\_\_\_\_  
CSA No.: \_\_\_\_\_  
Project Amount: \$ \_\_\_\_\_  
Invoice No.: \_\_\_\_\_

Prime Consultant: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email: \_\_\_\_\_  
Total Percentage of work performed to date by Prime: \_\_\_\_\_

**SUB-CONSULTANTS**

1. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
  
2. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
  
3. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
  
4. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
  
5. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_

I certify that the above is true to the best of my knowledge.

\_\_\_\_\_  
Signature/Title

**OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION**

A properly executed Schedule 4 shall be submitted for each subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a subcontractor/subconsultant. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. A completed release of lien form can be submitted in lieu of a Schedule 4.

This is to certify that \_\_\_\_\_ received  
 (Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \_\_\_\_\_ \$ for \_\_\_\_\_ Draw  
 Month

On \_\_\_\_\_ from \_\_\_\_\_  
 MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on \_\_\_\_\_ / \_\_\_\_\_  
 (Project Name) (Work Order/Project Number)

DEPT.: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

PRIME CONTRACTOR VENDOR CODE: \_\_\_\_\_

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: \_\_\_\_\_

If the undersigned intends to subcontract any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

By: \_\_\_\_\_ (Signature of Subcontractor/subconsultant)  
 \_\_\_\_\_ (Name & Title of Person executing on behalf of Subcontractor/subconsultant)

STATE OF FLORIDA  
 COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public, State of Florida  
 \_\_\_\_\_  
 Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_



**EXHIBIT "B"**

**Exhibit A  
Engineering Hourly labor Rates**

<u>Title</u>	<u>Labor Rate</u>	<u>Labor Rate with Multiplier</u>
Associate, Engineering (VI)	65.109	190.00
Director, Engineering (V)	59.969	175.00
Project Manager (IV)	51.402	150.00
Project Engineer (III)	44.548	130.00
Engineer (II)	37.695	110.00
Jr. Engineer (I)	34.268	100.00
Senior CADD Tech Manager	39.408	115.00
CADD Technician	32.554	95.00
Permit Administrator	30.841	90.00
Associate, Surveying	56.542	165.00
Senior Registered Surveyor	49.688	145.00
Survey Crew	46.262	135.00
Registered Surveyor	44.548	130.00
Survey Coordinator	35.981	105.00
Associate, Landscape Architect	56.542	165.00
Senior Landscape Architect	46.262	135.00
Environmental Administrator	42.835	125.00
Landscape Architect	41.121	120.00
Environmental Specialist	35.981	105.00
Landscape CADD Technician	32.554	95.00
Environmental Assistant	30.841	90.00
Landscape Inspector/Arborist	35.981	105.00
Landscape Designer	41.121	120.00
Landscape Site Plan Reviewer	46.262	135.00
Associate, Construction	56.542	165.00
Construction Manager Director	46.262	135.00
Construction Manager	42.835	125.00
Senior Inspector	34.268	100.00
Inspector	30.841	90.00
Construction Coordinator	30.841	90.00
Associate, Planning	59.969	175.00
Director of Planning	51.402	150.00
Planning Administrator	51.402	150.00
Planning Manager	49.688	145.00
Senior Planner	42.835	125.00
Assistant Planner	30.841	90.00

The rates listed in Exhibit A shall remain in effect for a period of one year from the "Effective Date" of the Agreement and subject to annual adjustment of 3%. Upon execution of the Work Authorization the GMP the hourly labor rates shall be set for that Work Authorization and the GMP shall not be adjusted. Provide audit for multiplier



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS™

November 20, 2018

Ms. Krystin Berntsen, P.E., PMP  
Director of Engineering Division  
**Engineering Division**  
**Palm Beach County Water Utilities Department**  
8100 Forest Hill Boulevard  
West Palm Beach, FL 33413

**RE: Professional Fee Multiplier Justification Letter**  
Palm Beach County Water Utilities  
Optimization and Improvements - Design Build  
PBC Project No. WUD 18-031  
CGA Project No. 11-4416

Dear Ms. Berntsen,

This letter shall provide justification for the 2.92 multiplier that is included in the Professional Fee Schedule that has been provided as an attachment to the contract for the above referenced project.

Per the certified overhead rate letter provided by the Florida Department of Transportation (FDOT) dated May 15, 2018, the following overhead rates shall apply:

	Base Salary	Home/Branch Office	Facilities Capitol Cost of Money	Direct Expense	Multiplier
Overhead Rate	100%	122.68%	0.170%	4.44%	2.27

An operating margin percentage shall be added to the total overhead rate multiplier. This is not a profit-based percentage, rather compensation for normal business expenses that are excluded from the allowable overhead rate and is based the overall complexity of the project, degree of financial risk assumed, project schedule and cost controls. The Operating Margin Guidelines Table provided in the FDOT Negotiation Handbook was used to assist with the determination of the percentage applied to the direct salaries of the employees. The FDOT operating margin range is from 12.00 % to 42.00%. The following table provides a summary of the operating margin percentage calculation proposed for direct salaries:

Criteria	Requested Percentage
Project Complexity	6.0%
Degree of Risk	5.0%
Project Schedule	3.0%
Cost Control Efforts	24.0%
<b>TOTAL</b>	<b>38.0% OR 0.38 Multiplier</b>

Building Code Services  
Civil Engineering / Roadway & Highway Design  
Coastal Engineering  
Code Compliance  
Construction Engineering & Inspection (CEI)  
Construction Services  
Data Technologies & Development  
Electrical Engineering  
Engineering  
Environmental Services  
Facilities Management  
Geographic Information Systems (GIS)  
Governmental Services  
Landscape Architecture  
Planning  
Project Management  
Redevelopment & Urban Design  
Surveying & Mapping  
Traffic Engineering  
Transportation Planning  
Water / Utilities Engineering  
Website Development

580 Village Boulevard  
Suite 325  
West Palm Beach, FL  
33409  
561.684.6161 phone  
561.684.6360 fax

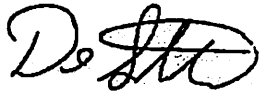
www.cgasolutions.com

The sum of the multipliers above is 2.65. By multiplying this value by the allowable 10% for the engineering consultant's fee, the total multiplier for the project has been calculated to be 2.92.

If you have any questions or require additional information, please contact me at 561-684-6161.

Sincerely,

**CALVIN. GIORDANO & ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read "D. Stambaugh". The signature is stylized with a large, looped "D" and a cursive "Stambaugh".

David Stambaugh, P.E.  
Director - West Palm Beach



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

MIKE DEW  
SECRETARY

May 15, 2018

Dennis J. Giordano, President  
CALVIN, GIORDANO & ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Ft. Lauderdale, Florida 33316

Dear Mr. Giordano:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
  
- Group 6 - Traffic Engineering and Operations Studies
  - 6.1 - Traffic Engineering Studies
  - 6.2 - Traffic Signal Timing
  
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization
  
- Group 8 - Survey and Mapping
  - 8.1 - Control Surveying
  - 8.2 - Design, Right of Way & Construction Surveying
  - 8.4 - Right of Way Mapping
  
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
  - 10.3 - Construction Materials Inspection
  - 10.4 - Minor Bridge & Miscellaneous Structures CEI

Group 13 - Planning

- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering

Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2019 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
122.68%	88.44%	0.170%	Excluded	No	4.44%	7.54%*

\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator

**Exhibit B  
Construction Hourly Labor Rates**

<u>Title</u>	<u>Labor Rate</u>	<u>Labor Rate with Burden</u>	<u>Labor Rate with Burden &amp; OH&amp;P</u>
Field Labor	20.481	32.00	38.40
Foreman / Equipment Operator	28.300	46.00	55.20
Assistant Superintendent	33.140	58.00	69.60
Superintendent	46.754	75.00	90.00
Area / General Superintendent	58.863	98.00	117.60
Assistant Project Manager	26.260	48.00	57.60
Project Manager I	34.973	60.00	72.00
Project Manager II	42.740	75.00	90.00
Project Manager III	68.653	114.00	136.80
Project Manager IV	75.449	124.00	148.80
Estimator	50.350	91.00	109.20

The rates listed in Exhibit B shall remain in effect for a period of one year from the "Effective Date" of the Agreement and subject to annual adjustment of 3%. Upon execution of the Work Authorization the GMP the hourly labor rates shall be set for that Work Authorization and the GMP shall not be adjusted. Provide audit for multiplier.

## CONSTRUCTION LABOR BREAKDOWN FOR 2019



CARDINAL CONTRACTORS, INC.

### Field Labor

Title	Rate	Med	Vac	Holiday	Cal	Truck	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate		
LABOR	22.470	6.5163	0.6404	0.80832	0.51			2.80875	1.14285714	0.55029	12.7885339	0.568048191	51.25631284				
LABOR	16.385	4.60965	0.3117	0.59706				2.071125	1.14285714	0.55029	9.56167786	0.573088807	26.09697786				
LABOR	21.448	6.283575	0.4334	0.78001	0.51			2.7084375	1.14285714	0.55029	12.4085354	0.578679606	34.07603536				
LABOR	19.260	5.5854	0.3852	0.69336				2.4075	1.14285714	0.55029	10.7646029	0.558909806	30.02460296				
LABOR	21.11	6.128425	0.4227	0.76177				2.6415625	1.14285714	0.55029	11.6465504	0.551120129	32.77905028				
LABOR	18.73	5.43025	0.3745	0.6741				2.340625	1.14285714	0.55029	10.5126179	0.561421514	29.23781784				
LABOR	17.923	5.197325	0.3585	0.64521				2.2403125	1.14285714	0.55029	10.1346684	0.565470239	28.05714036				
LABOR	21.400	6.206	0.428	0.7704	0.51			2.675	1.14285714	0.55029	12.2825429	0.573950601	31.68254286				
LABOR	18.725	5.43025	0.3745	0.6741				2.340625	1.14285714	0.55029	10.5126179	0.561421514	29.23781786				
LABOR	21.400	6.206	0.428	0.7704	0.51			2.675	1.14285714	0.55029	12.2825429	0.573950601	31.68254286				
LABOR	19.240	5.5854	0.3852	0.69336				2.4075	1.14285714	0.55029	10.7646029	0.558909806	30.02460296				
LABOR	19.795	5.74055	0.3959	0.71262				2.474375	1.14285714	0.55029	11.0165879	0.565338465	30.81158786				
LABOR	28.000	7.54	0.52	0.936				3.25	1.14285714	0.55029	13.9391429	0.538120879	39.89142884				
LABOR	23.395	6.494579	0.4479	0.8062236	0.51			2.7993875	1.14285714	0.55029	12.751235	0.589376112	35.14633496				
	14	20.41	5.9395646	0.4096					1.14285714	0.55029	11.5219578	0.54	32.00	\$	(0.00)	\$	32.00

### Foreman / Equipment Operator

Title	Rate	Med	Vac	Holiday	Cal	Truck	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate		
FOREMAN	24.391	7.0154176	0.4838	0.8708794	0.51	0.57692308	0.11538	3.02388688	4	0.75	17.3483134	0.717053669	41.53740684				
FOREMAN	26.399	7.6577216	0.578	0.9503654	0.51	0.57692308	0.11538	3.29984	4	0.75	18.3862555	0.6944744	44.78929553				
FOREMAN	34.850	10.1065	0.697	1.2546				4.35425	1.14285714	0.75	18.3072071	0.525314609	53.15700714				
FOREMAN	27.760	8.0504	0.5552	0.99936	0.51	0.57692308	0.11538	3.47	4	0.75	19.0276277	0.645420306	46.78727627				
	4	28.300										0.64	46.57	\$	(0.57)	\$	46.00

### Assistant Superintendent

Title	Rate	Med	Vac	Holiday	Cal	Truck	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate		
ASSISTANT SUPERINTENDENT	31.28	9.0712	0.6256	1.12608	0.51	0.57692308	0.11538	3.91	8	0.75	24.6451877	0.789188404	58.96518769				
ASSISTANT SUPERINTENDENT	35	10.15	0.7	1.26	0.51	0.57692308	0.11538	4.375	8	0.75	26.4131077	0.759151648	61.43730769				
	2	33.14										0.77	58.70	\$	(0.70)	\$	58.00

### Superintendent

Title	Rate	Med	Vac	Holiday	Cal	Truck	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate		
SUPERINTENDENT	41.83	12.1307	2.6144	1.50588	0.51	0.57692308	0.11538	5.32875	3.2	0.576	26.4580127	0.832512854	68.28801269				
SUPERINTENDENT	40.87	11.8523	2.5544	1.47122	0.51	0.57692308	0.11538	5.10475	3.2	0.576	25.9650527	0.835308316	66.81505269				
SUPERINTENDENT	48.99	14.2071	3.0619	1.76264	0.51	0.57692308	0.11538	6.12375	3.2	0.576	30.1346727	0.815128855	78.13467269				
SUPERINTENDENT	49.49	14.3521	3.0931	1.78164	0.51	0.57692308	0.11538	6.18625	3.2	0.576	30.3914227	0.814029194	79.88142269				
SUPERINTENDENT	52.59	15.2511	3.2889	1.89324	0.51	0.57692308	0.11538	6.57375	3.2	0.576	31.9832277	0.808162643	84.57322769				
	5	46.754										0.62	75.74	\$	(0.74)	\$	75.00

### Area / General Superintendent

Title	Rate	Med	Vac	Holiday	Cal	Truck	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate		
AREA/GEN SUPERINTENDENT	81.825	17.95425	3.8703	2.2293	0.51	0.57692308	0.11538	7.740625	8	0.3	41.3007957	0.646844631	103.2257957				
AREA/GEN SUPERINTENDENT	59.8	16.182	3.4875	2.0088	0.51	0.57692308	0.11538	6.975	8	0.3	38.1556077	0.683792253	91.95860769				
	2	58.8435										0.68	99.59	\$	(0.59)	\$	99.00

### Assistant Project Manager

Title	Rate	Med	Vac	Holiday	Cal	Veh	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate		
PROJECT ENGINEER	24.74	7.1746	0.4948	0.89064	0.51	0.57692308	0.11538	3.0925	8	0.3	21.154477	0.855088811	45.89484769				
PROJECT ENGINEER	27.78	8.0564	0.5556	1.00008	0.51	0.57692308	0.11538	3.4725	8	0.3	22.5866877	0.813095712	50.36668769				
	2	26.26										0.83	48.13	\$	(0.13)	\$	48.00

### Project Manager I

Title	Rate	Med	Vac	Holiday	Cal	Veh	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate		
PROJECT MANAGER I	34.040	10.4574	0.7212	1.29816	0.51	0.97959184	0.79592	4.5075	5.33333333	0.3	27.9011035	0.773796548	63.96310354				
PROJECT MANAGER I	34.440	9.9876	0.6878	1.21984	0.51	0.97959184	0.79592	4.305	5.33333333	0.3	27.1400835	0.788019592	61.88008354				
PROJECT MANAGER I	34.420	9.9818	0.6884	1.21912	0.51	0.97959184	0.79592	4.3025	5.33333333	0.3	27.1401873	0.831661457	58.95018735				
	3	34.973										0.74	60.80	\$	(0.80)	\$	60.00

### Project Manager II

Title	Rate	Med	Vac	Holiday	Cal	Veh	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate		
PROJECT MANAGER II	42.74	12.3946	0.8548	1.53864	0.51	0.97959184	0.79592	5.3425	16	0.3	41.7160502	0.976042354	84.6960502				
	1	42.74										0.98	84.66	\$	(0.74)	\$	79.00

### Project Manager III

Title	Rate	Med	Vac	Holiday	Cal	Veh	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate		
PROJECT MANAGER III	61.760	17.9104	3.86	2.22336	0.51	0.97959184	0.79592	7.72	5.33333333	0.3	42.6326035	0.860284748	104.9326035				
PROJECT MANAGER III	72.220	20.9438	4.5138	2.59992	0.51	0.97959184	0.79592	9.0275	5.33333333	0.3	49.1008544	0.679948138	121.2354544				
PROJECT MANAGER III	71.980	20.8742	4.4988	2.59128	0.51	0.97959184	0.79592	8.9975	5.33333333	0.3	44.7921382	0.823285887	116.7721382				
	3	68.653										0.64	114.16	\$	(0.16)	\$	114.00

### Project Manager IV

Title	Rate	Med	Vac	Holiday	Cal	Veh	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate		
PROJECT MANAGER IV	75.448	21.8001	4.7156	2.716164	0.51	0.1224489	1.22449	9.43125	2	0.05	48.6500003	0.644806429	124.0990003				
	1	75.448										0.644806429	124.10	\$	(0.10)	\$	124.00

### Estimator

Title	Rate	Med	Vac	Holiday	Cal	Truck	Fuel	Safety	Training	PPE	Burden	Burden Rate	Subtotal	Adjustment	Rate		
ESTIMATOR	50.35	14.6015	3.1469	1.8126	0.51	0.97959184	0.79592	0	16		60.8464852	0.811250947	81.1964852				
	1	50.35										0.811250947	91.20	\$	(0.20)	\$	91.00

### Overhead & Profit Multiplier

Description	% of Revenue
2018 OI-Q3 SCBA	8.78%
DESIGN BUILD TARGET PROFIT	11.22%
Total	20.00%

Construction Labor Multiplier → 1.10



**WORK AUTHORIZATION NO. \_\_\_\_\_**

**City of Riviera Beach Utility Special District (DISTRICT)  
Optimization and Improvements Design-Build Contract  
Resolution # \_\_\_\_\_ Contract Dated \_\_\_\_\_**

**Project Title:** \_\_\_\_\_

**USD Project No.** \_\_\_\_\_

**Design-Build Entity:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Budget Line Item No.** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Work Authorization No. \_\_\_\_\_ to Contract No. [ \_\_\_\_\_ ] (Contract) with Riviera Beach Utility Special District

Provides for: \_\_\_\_\_

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See **ATTACHMENT A** for detailed scope of services.

The Contract provides for \_\_\_\_\_% SBE participation. This Work Authorization includes \_\_\_\_\_% participation. The cumulative proposed SBE participation, including this authorization is \_\_\_\_\_%.

1. Services completed by the Design-Build Entity to date:

See **ATTACHMENT B**.

2. Design-Build Entity shall begin work within ten (10) calendar days from the issuance of Notice to Proceed (NTP). Execution of the Project will be accomplished as follows from the issuance of the NTP:

Substantial Completion \_\_\_\_\_ Calendar Days  
Final Construction Completion \_\_\_\_\_ Calendar Days

Liquidated damages will apply as follows:

\$ \_\_\_\_\_ per day past substantial completion date.  
\$ \_\_\_\_\_ per day past final completion date.

3. The Guaranteed Maximum Price compensation to be paid to the Design-Build Entity for providing the requested services in accordance with the Contract Bid Prices is \$ \_\_\_\_\_.

4. This Work Authorization does not amend, change, or modify the Contract which remains in full force and effect.

5. All attachments to this Work Authorization are incorporated herein and made a part of this Work Authorization.

WORK AUTHORIZATION NO. \_\_\_\_\_

City of Riviera Beach Utility Special District (DISTRICT)  
Optimization and Improvements Design-Build Contract  
Resolution # \_\_\_\_\_ Contract Dated \_\_\_\_\_

Project Title: \_\_\_\_\_

USD Project No.: \_\_\_\_\_

IN WITNESS WHEREOF, this Work Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT IN PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

CITY OF RIVIERA BEACH  
UTILITY SPECIAL DISTRICT

\_\_\_\_\_  
John Armstrong  
Interim Assistant District Utility Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Design-Build Entity)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_  
for \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

**LIST OF ATTACHMENTS**

**WORK AUTHORIZATION NO. \_\_\_\_\_**

**City of Riviera Beach Utility Special District (DISTRICT)  
Optimization and Improvements Design-Build Contract  
Resolution # \_\_\_\_\_ Contract Dated \_\_\_\_\_**

<b>ATTACHMENT A</b>	Scope of Work
<b>ATTACHMENT B</b>	Summary and Status of Work Authorizations
<b>ATTACHMENT C</b>	Public Construction Bond
<b>ATTACHMENT D</b>	Form of Guarantee
<b>ATTACHMENT E</b>	Work Authorization Schedule of Bid Items
<b>ATTACHMENT F</b>	SBE Schedule 1 and Schedule 2
<b>ATTACHMENT G</b>	Summary of SBE/Minority Business Tracking
<b>ATTACHMENT H</b>	Location Map
<b>ATTACHMENT I</b>	Design-Build Criteria

**ATTACHMENT A**

**SCOPE OF WORK AUTHORIZATION # \_\_\_\_\_**

**USD PROJECT NO.:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

The location of the work is: (site name, address, property control Number)

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Design-Build Entity shall perform the Scope of Services as described in the Design-Criteria Report and as further described herein:

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**Assumptions:**

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**Permits and Fees:**

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**Engineering Deliverables:**

\_\_\_% plans \_\_\_ calendar days \_\_\_ copies

\_\_\_% plans and response to \_\_\_% review comments \_\_\_ calendar days \_\_\_ copies

\_\_\_% plans and response to \_\_\_% review comments \_\_\_ calendar days \_\_\_ copies

Sign and sealed plan \_\_\_ calendar days

Building Permit submittal \_\_\_ calendar days

Record drawings \_\_\_ calendar days

PLC program electronic files \_\_\_ calendar days (applicable \_\_\_ yes, \_\_\_ no)

Equipment data Sheet Asset Collection Form \_\_\_ calendar days



**ATTACHMENT C**

**PUBLIC CONSTRUCTION BOND – WORK AUTHORIZATION NO. \_\_\_\_\_**  
**RESOLUTION NO. \_\_\_\_\_ Contract Dated \_\_\_\_\_**

PROJECT TITLE: \_\_\_\_\_

USD PROJECT NO.: \_\_\_\_\_

BOND NUMBER: \_\_\_\_\_

WORK AUTHORIZATION/BOND AMOUNT: \_\_\_\_\_

DESIGN-BUILD ENTITY 'S NAME: \_\_\_\_\_

DESIGN-BUILD ENTITY 'S ADDRESS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DESIGN-BUILD ENTITY 'S PHONE: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_

SURETY'S ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER'S NAME: CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

OWNER'S ADDRESS: 800 West Blue Heron Boulevard  
Riviera Beach, FL 33404

OWNER'S PHONE: (561) 845-4185

DESCRIPTION OF WORK: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_

**PUBLIC CONSTRUCTION BOND**

This Bond is issued in favor of the City of Riviera Beach conditioned on the full and faithful performance of the Work Authorization No. \_\_\_\_\_ to the Design-Build Contract Resolution No. \_\_\_\_\_ dated on \_\_\_\_\_, 20\_\_.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto  
City of Riviera Beach Utility Special District  
800 West Blue Heron Boulevard  
Riviera Beach, Florida 33404

as Obligee, herein called City of Riviera Beach Utility Special District, for the use and benefit of claimant as herein below defined, in the amount of XX, \$XXXXXXXX,

(Here insert a sum equal to the Work Authorization/Bond Amount from page 1)

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

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into Work Authorization No. \_\_\_\_\_ to the Design-Build Contract Resolution No. \_\_\_\_\_ with the City for Riviera Beach Utility Special District for:

Work Authorization Project Name: \_\_\_\_\_  
Work Authorization Project No.: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Project Location: \_\_\_\_\_

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: \_\_\_\_\_  
Location of Firm: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

which Work Authorization No. \_\_\_\_ to the Design-Build Contract Resolution No. \_\_\_\_\_ is by reference made a part hereof in its entirety, and is hereinafter referred to as the Work Authorization.

- 1. THE CONDITION OF THIS BOND is that if Principal:
  - a. Performs the Work Authorization dated \_\_\_\_\_, 20\_\_\_\_, between Principal and the City of Riviera Beach Utility Special District for the construction of the above project, the Work Authorization being made a part of this bond by reference, at the times and in the manner prescribed in the Work Authorization; and
  - b. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Work Authorization; and
  - c. Pays the City of Riviera Beach Utility Special District all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that District sustains because of a default by Principal under the Work Authorization; and



d. Performs the guarantee of all work and materials furnished under the Work Authorization for the time specified in the Work Authorization; then this bond is void; otherwise it remains in full force.

2. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the Work Authorization or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

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

4. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Work Authorization are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title



# **ATTACHMENT E**

## **Work Authorization Schedule of Bid Items**