

INVITATION TO BID



City of West Palm Beach

Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Tel: 561- 822-2100

ITB Number: 10-11-26
Project or Service Title: Clematis Street and Quadrille Boulevard Streetscape

Bid Submittal Deadline

Day/ Date: Tuesday, July 12, 2011
Time: 3:00 P.M.
Location: Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, Florida 33401

Althea Pemsel

Althea Pemsel, MA, C.P.M.
Procurement Officer

Date: June 13, 2011



"The Capital City of the Palm Beaches"

PROCUREMENT DIVISION
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
TEL: (561) 822-2100
FAX: (561)822-1564

Invitation to Bid 10-11-26

CLEMATIS STREET AND QUADRILLE BOULEVARD STREETSCAPING

The City of West Palm Beach is accepting bids from qualified and responsible contractors to provide all labor, material and equipment necessary to provide site improvements, landscaping, irrigation and streetlighting, heavy traffic control and business owner contact for Clematis Street (200 to 500 block) and Quadrille Boulevard between 3rd Street and Datura Street.

Bid documents may be acquired electronically and free of charge by logging onto the City's website at:

<http://www.wpb.org/procurement/index.php>

Hard copies of bid documents may also be acquired from the Procurement Division at 401 Clematis Street, 5th Floor, West Palm Beach, Florida 33401, Ph: (561) 822-2100. There will be a non-refundable fee of **\$200.00** for each set of plans and specifications. It is suggested that all interested parties call to inquire as to the current availability of plans and specifications.

Time is of the essence and any bid received after 3:00 p.m. on Tuesday, July 12, 2011 whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Official. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Offerors are responsible for insuring that their bid is stamped by the Procurement office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of West Palm Beach, Procurement Division
Althea Pemsel, MA, C.P.M., Procurement Official
401 Clematis Street, 5th Floor
West Palm Beach, Florida 33401

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID 10-11-26. Bids shall be accompanied by a certified check, cashiers check, or Bid Bond in an amount not less than 5% of bid.

PLEASE NOTE: THERE IS A PREBID CONFERENCE AND SITE VISIT scheduled for Monday, June 27, 2011 at 10:00 a.m. at 401 Clematis Street, Flagler Gallery, West Palm Beach, FL 33401. Attendance is strongly encouraged.

Althea Pemsel
Althea Pemsel, MA, C.P.M.
Procurement Official

PUBLISH: PALM BEACH POST
June 12, 2011



SECTION 1 – SCOPE OF WORK

Contractor shall provide all labor, material and equipment necessary to provide site improvements, landscaping, irrigation and streetlighting, heavy traffic control and business owner contact in coordination with the Downtown Development Authority (DDA) representatives for Clematis Street (200 to 500 block) and Quadrille Boulevard between 3rd Street and Datura Street.

This project also includes utility trenching, paver work, asphalt base and pavement, crosswalk, pavement markings, pedestrian countdown timers, decorative planter curbing, accent lighting, streetlighting, underground electrical service, site furnishings, bike racks, bollards, conduit, wiring, and pullboxes.

The Quadrille portion of this work is being performed under the Florida Department of Transportation (FDOT) Joint Project Agreement (JPA) and accordingly FDOT reserve the right of final approval of the City recommended contractor. Contractors interested in bidding this work should procure a full set of plans and specs, and perform a careful review of all work elements, construction details and carefully review the quantities listed.

The Clematis portion of the work is being performed under the City's Community Redevelopment Agency (CRA) and the Downtown Development Authority (DDA).



SECTION 2 – SPECIAL TERMS

1. **Pre-Bid Conference**

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

Date: Monday, June 27, 2011

Time: 10:00 a.m.

Place: City of West Palm Beach, Flagler Gallery, 401 Clematis Street, West Palm Beach, FL 33401

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

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

2. **Time of Completion and Liquidated Damages.** The work to be performed under this project shall commence on the date of Notice to Proceed. The Work shall be substantially completed within one hundred (100) calendar days after the date of such notice, and fully completed within one hundred twenty (120) calendar days, with such extensions of time as are provided for in the General Terms and Conditions. If said work is not substantially completed within the specified times, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty, the sum of **One Thousand Dollars (\$1,000)** per calendar day until Substantial Completion and One Thousand **Five Hundred Dollars (\$1,500)** for each and every day or part of a day thereafter that said work remains incomplete.

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

<u>(Permit)</u>	<u>(Fee/Amount or calculation)</u>
Electrical Building Permit	See City Website (www.cityofwpb.org)
Right-of-Way Permit	To be covered as part of construction permit allowance
Irrigation Permit	To be covered as part of construction permit allowance
Parking Meter Bagging	\$20 a day per meter

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

- General Contractor's License

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

No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.

A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.

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

5. **Construction Bond.** If required, please refer to General Condition 51.
Required: Yes.
6. **Insurance.** Please refer to General Condition 52 for insurance requirements, unless a modification to such requirements is listed below:
7. **Other Special Conditions:**
 - A. During Construction any parking meter taken out of service or not available for use will require "bagging". A fee will be required to bag meters. This fee is \$20 a day per meter. Further information is available from the Parking System Administration located at 500 Banyan Boulevard, West Palm Beach, FL, Telephone (561) 822-1500. Meter bagging is to be coordinated through the Parking System Administration.
 - B. The contractor is expected to attend and coordinate a weekly business coordinating meeting. The site of the meeting will be provided by the City.
 - C. Work will begin on the south side of the 500 Block and proceed to the north side of the 500 Block. Work will proceed to the 400 and 200 Blocks in the same South/North sequence unless otherwise directed.
8. **Additional Project(s):**
This contract may be used by the City for project(s) similar in scope.
9. **Contract Term:**
The term of this contract is for a one (1) year period with the option to renew for two (2) additional years on a year-by-year basis.
10. **AWARD:**
The City of West Palm Beach reserves the right to award this contract to the lowest responsive, responsible bidder meeting the requirements stated in this bid.
11. **Small Business Participation:**
In accordance with the Small Business Ordinance, the goal for Small Business participation under the contract resulting from this Invitation to Bid is 15% of the total contract value.

JOINT PROJECT AGREEMENT (JPA) REQUIREMENTS:

The Quadrille portion of the work is a state funded project and vendors must comply with the JAP requirements below:

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

(1) **Policy.** The contractor shall ensure that Florida Department of Transportation (FDOT) Disadvantaged Business Enterprises shall have the opportunity to participate in the performance of this project. In this regard, the contractor shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts or subcontracts with respect to this Project.

(2) **DBE Availability Goal Percentage.** The DBE Goal Percentage for this project is **7.5%**.

This DBE availability goal percentage is not a mandatory contract specification, but it is a guide to inform the contractor of the work that could reasonably be contracted to a DBE.

(3) **DBE Certification.** Only DBE firm(s) certified by the FDOT Equal Opportunity Office shall be considered disadvantaged business enterprises for the purposes of this bid and any resulting contract. To verify whether a firm is certified as a DBE for the work being performed, the contractor must refer to the DBE Directory published by the FDOT Equal Opportunity Office on the Internet at: www.dot.state.fl.us/equalopportunityoffice/ or through the Florida Unified Certification Program at www.bipincwebapps.com/biznetflorida/. If the Internet is not available, call the Equal Opportunity Office for verification at (850) 414-4747.

(4) **Anticipated DBE Participation Statement.** Contractor shall complete and submit the Anticipated DBE Participation Statement prior to the pre-construction conference through the FDOT Equal Opportunity Office on the Internet. A hard copy of the Statement should also be provided the pre-construction conference. The Statement must only include companies certified as a DBE. The Statement can and should be updated when additions or deletions are made through the life of the contract. This will not become a mandatory part of the contract.

When reporting anticipated DBE utilization or actual payments, the following guidelines shall apply:

- a) When a DBE participates in a contract, count only the value of the work actually performed by the DBE toward DBE participation.
- b) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on the project.
- c) Follow the DBE reporting guidelines established by FDOT.

(5) **Reporting.** Contractor shall report monthly, through the FDOT Equal Opportunity Reporting System on the FDOT website, actual payment, retainage, DBE status and work type of all subcontractors and major suppliers. Contractor shall develop a record keeping system to monitor DBE participation including the following:

- i) number and dollar value of contracts awarded to DBE subcontractors.
- ii) a description of the general categories of subcontracts awarded to DBEs.
- iii) the specific efforts employed to identify and award subcontracts to DBEs.

All records relating to DBE participation and subcontracts shall be maintained for a period of five (5) years following acceptance of final payment. All such records shall be available for inspection by the City, FDOT or the Federal Highway Administration upon request.

(6) **Bid Opportunity List.** The bidder to report on all firms that bid or quote subcontracts on FDOT-assisted projects, including both DBEs and non-DBEs. The Bid Opportunity List form must be completed by all bidders identifying ALL subcontractor who quoted to bidder for this project and contract. A form Bid Opportunity List form is attached and must be submitted with the bid proposal.

EQUAL EMPLOYMENT OPPORTUNITY: The Contractor shall not, and shall ensure that all subcontractors shall not, discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, age, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. Additionally, Contractor shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by FDOT or City setting forth the provisions of the nondiscrimination clause.

Contractor shall insert this provision, modified only to show the contractual relationship, in all of its subcontracts, except contract for standard commercial supplies or raw materials; and shall require subcontractors to insert the same provision in sub-subcontracts.



SECTION 3 – MINIMUM REQUIREMENTS:

Contractors must meet the minimum requirements listed below in order to be considered for award. This information must be submitted with the Schedule of Bid Items.

Minimum Requirements:

Item	Criteria	Minimum Requirements
1.	Licensed	Florida General Contractor or Building Contractor.
2.	Bonds	Ability to obtain payment and performance bonds of \$3 million per project. Attach proof of bond rating.
3.	Insurance	Insurance coverage as stated in GC 52.
4.	Representations & Disclosures	Provide all required representations and disclosures.
5.	Signature	Bid Forms must be signed by an officer authorized to bind the firm.
6.	Receipt	Bid must be received in the Procurement Division on or before the due date and time.

Evaluation Factors:

1.	Related Experience:	Contractor must list at least three (3) similar projects within the last five (5) years. Performance with respect to urban streetscape construction projects in a downtown/urban environment with demonstrated ability to be sensitive to the needs of the businesses or residences along and adjacent to the project corridor. Such needs may include the ability to keep sidewalks open; the ability to perform heavy work during business hours with minimal impact to neighbors; ability to coordinate truck deliveries to businesses; customer parking access; and traffic patterns.
2.	Firm's Office Personnel:	The general and specific project related capability of the in-house office support, including previous experiences in similar projects.
3.	Firm's Field Personnel:	The general and specific project related capability of the in-house field support, including previous experiences in similar projects.
4.	Scheduling/Cost Control:	A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities.
5.	Location of the Firm's office:	Proximity of the office that will perform the work to the City of West Palm Beach.
6.	Financial Capability:	An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project
7.	Client References	A minimum of three (3) references from projects comparable in type, size and complexity completed during the last five (5) years.

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



(A1)

PRIOR EXPERIENCE

Bidder must provide **at least three (3)** similar projects that were completed on time and within budget during the last five (5) years. Related projects must include work, such as, urban streetscape construction projects, ability to be sensitive to nearby businesses and/or residences, ability to keep sidewalk open, ability to perform heavy work during business hours, ability to coordinate deliveries and ability to perform all other functions necessary to complete the project.

NOTE: Failure to fully and accurately complete this Form A1 evidencing compliance with minimum qualifications shall be grounds for disqualification of contractor's bid. **Bidders not meeting the minimum requirements will be disqualified.** All decisions of the City are final.

Bidder Company Name: _____

PROJECT # 1

Owner: _____

Name of Project: _____

Project Location: _____

Description of Project: _____

Was Bidder Prime Contractor or Subcontractor? _____

_____ Site Improvement Project: _____

_____ Landscape Project: _____

_____ Irrigation Project: _____

_____ Street Lighting Project: _____

Budget and Timeline of Project: _____

Budget

Start Date

End Date

Reference Contact: _____

Name

Title

Telephone: () _____ Fax: () _____ E-Mail: _____

Bidder Company Name: _____

PROJECT # 2

Owner: _____

Name of Project: _____

Project Location: _____

Description of Project: _____

Was Bidder Prime Contractor or Subcontractor? _____

_____ Site Improvement Project: _____

_____ Landscape Project: _____

_____ Irrigation Project: _____

_____ Street Lighting Project: _____

Budget and Timeline of Project: _____

Budget

Start Date

End Date

Reference Contact: _____

Name

Title

Telephone: () _____ Fax: () _____ E-Mail: _____

Bidder Company Name: _____

PROJECT # 3

Owner: _____

Name of Project: _____

Project Location: _____

Description of Project: _____

Was Bidder Prime Contractor or Subcontractor? _____

_____ Site Improvement Project _____

_____ Landscape Project: _____

_____ Irrigation Project: _____

_____ Street Lighting Project: _____

Budget and Timeline of Project: _____

Budget

Start Date

End Date

Reference Contact: _____

Name

Title

Telephone: () _____ Fax: () _____ E-Mail: _____

NOTE: Use additional sheet(s) with the same format to submit any additional project(s) as proof of prior work experience. Refer to Scope of Work mentioned on page 2.



SECTION 3 - INSTRUCTIONS TO BIDDERS

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

1. **HOW TO SUBMIT A BID:**

a. **The original and three (3) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Bids shall be mailed or hand-delivered to:

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

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of the Invitation to Bid, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement Division. Bidders are responsible for insuring that their bid is stamped by Procurement personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram or facsimile shall not be accepted.

d. Submission of a Bid implies a full understanding of the Invitation to Bid, the Special Terms, the General Conditions and the drawings and specifications, the Project and the Work. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This Invitation to Bid consists of this document along with all plans, drawings and/or technical specifications related to this procurement, all of which are incorporated herein by this reference.

2. **THE BID PACKAGE.** The Bid Submission Package consists of the following documents:

1. A1 Prior Experience
2. B1 Bid Cover Sheet
3. B2 Bid
4. B3 Schedule of Bid Items
5. B4 Substitution Sheet, if none, mark "none"
- 6.. B5 Schedule of Sub-contractors, if none, mark "none"
7. B6 Contractor Verification
8. B7 Reference List
9. B8 Non-Collusion Affidavit
10. B9 Drug Free Certification
11. B10 Trench Safety Compliance Form
12. B11 Contractor's Material Suppliers
13. B12 Contractor's Existing and Proposed Workload
14. B13 Buy America Certificate of Compliance
15. B14 Certification Regarding Lobbying
16. B15 Certification Regarding Debarment...
17. B16 Bidder's Bond
18. B17 Small Business - Subcontractors Listing
19. B18 Small Business - Participation Statement
20. B19 Small Business - Letter of Intent
21. B20 Small Business - Good Faith Effort (See page 14)
22. B21 Construction Contractor's Bid Opportunity List
- ___ Copies of required licenses or registrations
- ___ Sample of Daily Reports
- ___ Requirements in Special Terms: i.e, Critical Path Method (CPM) schedule, narrative of means and methods, if required

The Bid Submission Package, and any other required documents must be returned in order for the bid to be considered.

AVOID BID REJECTION:

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

All bids must be submitted on the provided Bid forms (A1 – B21).

Forms B-2 and B-3 must be signed in ink by an officer authorized to bind the Bidder.

All Forms must be fully completed.

Failure to complete any form or provide the required signature may be grounds for rejection of the bid.

3. **COMPLETION OF BID SUBMISSION PACKAGE.**

a. It is the responsibility of the bidder to insure that all pages are included. All bidders are advised to closely examine this package.

b. **All bids must be submitted on the provided Bid forms (A1 – B21).** Bids submitted on Contractor Letterhead or quotation forms will not be accepted.

c. All bids (Form B-2 and B-3) must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. **Failure to submit a duly signed bid shall be cause for rejection of the bid. Failure to submit an electronic copy/version of the provided bid tabulation shall be cause for rejection of the bid.**

***BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATIONS AND ELECTRONIC BID TABULATIONS SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASES OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.**

4. **ERRORS/ERASURES/CORRECTIONS**

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. **BID PRICES**

All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms.

Prices must be stated in the units specified on the Schedule of Bid Items (Form B3). Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. **SUBSTITUTIONS**

If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet (Form B4) in the Bid Submittal Package. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is

no price difference, that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING

If a bidder intends to subcontract any portion of the work, the Schedule of Sub-contractors (Form B5) must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors including any small business contracts that will also be listed on the Statement of Small Business Participation (Form B18). All Small Business subcontractors must also be listed on both Form B5 and B18. Owner reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. Owner reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Contractor shall submit for the City of West Palm Beach review and approval, as part of his bid submission, a sample copy of his company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. BID BONDS OR DEPOSITS

Each bid must be accompanied by a bid bond or a deposit in a sum of non less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the City of West Palm Beach
4. U.S. Postal Money Order

All checks and orders must be made payable to the City of West Palm Beach. The City reserves the right to hold the bid security until a contract is properly executed. If any bidder presented with a contract by the City fails to execute such contract with the City, the City may be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract.

9. CERTIFICATION AND LICENSES

Bidder must include with his bid package a copy of all applicable Certificates of Competency issued by the State of Florida or the County Construction Industry Licensing Board and a current Occupational License in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have an occupational license from the City will be required to obtain a Certificate of Registration from the City of West Palm Beach prior to contract execution.

10. NO LOBBYING

Bidder and its representatives are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, or any other person authorized on behalf of the City related or involved with this Invitation to Bid. Bidder's representatives shall include, but not be limited to, the Bidder's employee, partner, officer, director, consultant, lobbyist, attorney or any actual or potential subcontractor or consultant of the Bidder. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Bidder.

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

11. CONFLICT OF INTEREST

All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of West Palm Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its affiliates.

12. **ETHICS REQUIREMENTS.** No Bidder may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

13. **SMALL BUSINESS PROGRAM.** The goal for Small Business participation under the contract resulting from this Invitation to Bid is **15%** of the total contract value. Only small businesses certified by the City of West Palm Beach Small Business Program or from another agency whose certification is accepted by the Small Business Program will be accepted toward the small business goal. For your convenience, all Palm Beach County certified small businesses can streamline the City's certification process by submitting the appropriate documentation. The City may require additional information to ensure compliance with the City's small business criteria; therefore please contact the City's Small Business Office at (561) 822-2100 for further instruction for small business certification.

Bidders/contractors are encouraged to reference the Small Business Program's website at www.wpb.org/purchasing/sbiz for a directory of all currently certified small businesses. The directory is intended to assist bidders/contractors with meeting small business participation goals on City projects by connecting them with potential subcontractors for quotes, bids and RFP's.

In accordance with the SB Ordinance, the SB Program has adopted procedures requiring the completion of forms to insure compliance with the Small Business Ordinance. These forms are required to be submitted, as appropriate, with each proposal and/or during the course of the contract.

The following Small Business forms should be submitted with the Bid:

■ **STATEMENT OF SMALL BUSINESS PARTICIPATION**

List **all** your certified subcontractors -- indicate dollar amounts and percentages in the appropriate columns. This form is due with your proposal. **Only City of West Palm Beach and Palm Beach County Certified** SBs can be used to meet the established goal. See Form SB 01

■ **SUBCONTRACTOR'S LIST**

List the names and telephone numbers of all SBs that submitted a quote to you, whether you will use them on this project or not. Also, include here, SBs listed in the *Statement of Small Business Participation*. Submit this form with your proposal. See Form SB 02

■ **LETTER OF INTENT**

One form per SB subcontractor must be executed and delivered to the City's SB Program **prior** to contract award and will be made a part of the contract. See Form SB 03

■ **GOOD FAITH EFFORT**

This form is only to be completed when the goal cannot be met. Please call Tiffany Neilly-McCray at 561-822-2100 for a copy of Form SB 04.

14. **PUBLIC ENTITY CRIMES.** Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.

15. **INQUIRIES AND ADDENDA**

Except as provided in this section, Bidders or others representing a Bidder are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this ITB.

Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue other than Small Businesses, must be directed in writing, by US mail, fax or email to:

Althea Pemsel, MA, C.P.M., Procurement Official
 City of West Palm Beach, Procurement Division
 401 Clematis Street, 5th Floor
 West Palm Beach, FL 33401
 Fax: (561) 822-1564
 E-mail: apemsel@wpb.org

All questions or inquiries must be received no later than ten (10) calendar days prior to the Bid closing date.

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid.

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

16. ACCEPTANCE; REJECTION; CANCELLATION

In accordance with the City's procurement code, this Invitation to Bid may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City of West Palm Beach also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation to Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation to Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of the Invitation to Bid; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

17. SELECTION OF BIDDER WITH WHOM TO CONTRACT

Pursuant to the City's Procurement Code, the selection of a bidder with whom to contract shall be based on the "best value" to the City" using the following criteria:

1. Skill and experience,
2. Capacity to perform in terms of facilities, personnel and financial viability,
3. Past performance,
4. Amount of the bid in relation to the needed goods, services, or construction,
5. Adherence to the specifications and requirements
6. Content of the bid.

18. POSTING OF AWARD TABULATIONS

The selected bidder will be notified in writing of the City's intent to award a contract. Recommended awards will be available for review by interested parties at the Office of the Procurement Official.

19. CONTRACT.

City and Bidder will be contractually bound only if and when a written contract between the parties is executed. In the event a contract is not executed with the selected bidder, the City reserves the right to select the next "best value" Bidder based on the bid tabulation and to contract with said bidder.

20. COSTS.

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

21. PROTEST PROCEDURE

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

22. CITY IS DOCUMENT GATEKEEPER

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



City of West Palm Beach

BID PACKAGE COVER SHEET

ITB # 10-11--26	Project Title: Clematis Street and Quadrille Boulevard Streetscape
Bidder Company Name:	

Enclose the following documents:

- 1. A1 Prior Experience
- 2. B1 Bid Cover Sheet
- 3. B2 Bid
- 4. B3 Schedule of Bid Items
- 5. B4 Substitution Sheet, if none, mark "none"
- 6.. B5 Schedule of Sub-contractors, if none, mark "none"
- 7. B6 Contractor Verification
- 8. B7 Reference List
- 9. B8 Non-Collusion Affidavit
- 10. B9 Drug Free Certification
- 11. B10 Trench Safety Compliance Form
- 12. B11 Contractor's Material Suppliers
- 13. B12 Contractor's Existing and Proposed Workload
- 14. B13 Buy America Certificate of Compliance
- 15. B14 Certification Regarding Lobbying
- 16. B15 Certification Regarding Debarment...
- 17. B16 Bidder's Bond
- 18. B17 Small Business - Subcontractors Listing
- 19. B18 Small Business - Participation Statement
- 20. B19 Small Business - Letter of Intent
- 21. B20 Small Business - Good Faith Effort (See page 14)
- 22. B21 Construction Contractor's Bid Opportunity List
- ___ Copies of required licenses or registrations
- ___ Sample of Daily Reports
- ___ Requirements in Special Terms: i.e, Critical Path Method (CPM) schedule, narrative of means and methods, if required

Clearly mark the outside lower left corner of the Envelope with the Invitation to Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE MUST BE RETURNED WITH YOUR BID.

Submit one (1) ORIGINAL and three (3) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

**All bids must be submitted on the provided Bid forms (B1 – B21).
Forms B-2 and B-3 must be signed in ink by an officer authorized to bind the Bidder.
All Forms must be fully completed.**



City of West Palm Beach

BID

ITB 10-11-26

Proposal from: _____
(Bidder Company Name)

Bid Amount: \$ _____

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of \$ _____.
5. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.
6. Bidder understands that the contract time starts on the date of Notice to Proceed.
7. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.
8. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
9. Final completion shall be in One Hundred Twenty (120) calendar days.
10. Liquidated damages for delay are agreed as stated on page 3.
11. Small Business participation for this project is 15%.
12. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.

13. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

14. The City reserves the right to select and include one or more alternates in the Project and work.

15. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

Name *Address*

16. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name *Address*

17. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

18. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

19. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

20. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: _____

Business Address: (Street, City, State, Zip Code) _____

State of Incorporated: _____ Telephone: _____ Fax: _____

BIDDER:

Signature of Official authorized to bind Bidder.

Print Name: _____

Title: _____

Date: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.



City of West Palm Beach

(B3)

SCHEDULE OF BID ITEMS

ITB 10-11-26

PROJECT TITLE: Clematis Street and Quadrille Boulevard Streetscaping

PLEASE SEE EXCEL WORKSHEETS ATTACHMENT



City of West Palm Beach

ITB Rev. 4-08
(B4)

ITB 10-11-26

SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any contract requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan. Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____



City of West Palm Beach
ITB 10-11-26
SCHEDULE OF SUBCONTRACTORS

ITB Rev. 4-08
(B5)

Failure to fully complete form may result in bid rejection.

The following is a complete list of all sub-contractors utilized for this project:

1.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
2.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
3.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
4.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
5.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
Total dollar amount to be awarded to sub-contractors (this page)			\$ _____

ITB 10-11-26

SCHEDULE OF SUBCONTRACTORS (continued if necessary)

6.			\$	
	(company name)	(type of work)		
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
7.			\$	
	(company name)	(type of work)		
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
8.			\$	
	(company name)	(type of work)		
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
9.			\$	
	(company name)	(type of work)		
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
	Total dollar amount to be awarded to sub-contractors (this page)		\$	
	Total dollar amount to be awarded to Sub-contractors		\$	

Authorized Signature: _____

Note: The above schedule of sub-contractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Engineering Services Department for approval prior to that sub-contractor performing any work.



ITB 10-11-26

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

GENERAL CONTRACTOR OF RECORD:

Name: _____

Address: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the General Contractor a full-time employee of Prime Bidder?

_____ Yes _____ No

Will the General Contractor be in responsible charge of the work performed and installed under this contract?

_____ Yes _____ No

City License: (ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – *Maybe obtained from City Construction Services*)

Failure to fully or accurately complete this form may be cause for rejection of the bid.



City of West Palm Beach

(B7)

ITB 10-11-26

LIST OF REFERENCES

1. Owner's Name & Address: _____

Project: _____

Contact Person _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Project: _____

Contact Person _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Project: _____

Contact Person _____

Telephone: () _____ Fax: () _____ E-Mail: _____

4. Owner's Name & Address: _____

Project: _____

Contact Person _____

Telephone: () _____ Fax: () _____ E-Mail: _____

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

(B8)

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____ the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of West Palm Beach: _____ (if none, write "None").
6. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this _____(Date)

by: _____

_____ who is personally known to me or

_____who has produced _____ as identification

and who did/(did not) take an oath.

Notary Public (print & sign name)

Commission No. _____



City of West Palm Beach

(B9)

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized Signature

Print Name

Date



City of West Palm Beach

(B10)

FLORIDA TRENCH SAFETY COMPLIANCE

This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.

- If Not Applicable – Check this Box and sign below.**

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:
 - Included in the specifications for this bid or
 - Are identified as: _____
2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.
3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

Note: Included in the various bid items on Form B-3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B-10 shall be consistent with Form B-3. The bid items for trench safety compliance on Form B-3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost per Linear Foot	Linear Feet	Extended Cost
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
	Shoring Safety Measure (Description)	Cost per Square Foot	Square Feet	Extended Cost
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____
F.	_____	_____	_____	_____

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.

Bidder Firm: _____

Authorized Signature: _____

Date: _____

City of West Palm Beach

(B11)

ITB 10-11-26

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required. **Failure to fully and accurately complete this form may result in the disqualification of the Bid.**

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax

City of West Palm Beach
ITB 10-11-26

(B12)

Contractor's Existing and Projected Workload Form

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.

Failure to fully and accurate complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date

(B13)

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE



COMPLIANCE

The bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

(B15)

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Primary Covered Transactions**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____



City of West Palm Beach

BIDDER'S BOND

(B16)

KNOW ALL MEN BY THESE PRESENTS, that we:

_____ (the "Principal"),
 and _____ (the "Surety"), a
 corporation authorized to do business as a surety in the State of Florida, bind ourselves, our heirs, executors,
 administrators, successors and assigns, jointly and severally and firmly by these presents in the full and just sum
 of _____ Dollars (\$ _____) good and lawful money of
 the United States of America, to be paid upon demand of the **City of West Palm Beach, Florida**.

WHEREAS, the Principal is about to submit, or has submitted to the City of West Palm Beach, Florida, a bid in response to an Invitation to Bid issued by the City; and

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany its Bid.

NOW THEREFORE, the conditions of this obligation are such that if the Bid is accepted by the City, the Principal shall within ten (10) calendar days after receipt of a contract, execute said contract and upon the terms, conditions and price set forth in the Invitation to Bid and Bid, in the form and manner required by the City of West Palm Beach, Florida, and execute a sufficient and satisfactory Public Construction Bond payable to the City of West Palm Beach, Florida, in an amount of one hundred percent (100%) of the total contract price, as indicated in the Bid, in form and with security satisfactory to the said City, then this obligation is to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City upon demand the amount hereof, not as a penalty but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these present to be duly signed and sealed this _____ day of _____, 20__.

Bidder as PRINCIPAL:

SURETY:

Company: _____

Company: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: _____



Procurement Division/Small Business Program

401 Clematis Street, 5th floor
 West Palm Beach, Florida 33401
 Tel: 561-822-2100
 Fax: 561-822-1564

Website: www.wpb.org/purchasing/sbiz

(B-17)

Form SB02

Subcontractors Listing

Bidder/Proposer's Name: _____ Telephone No. _____

ITB: Clematis Street and Quadrille Boulevard Streetscaping ITB No: 10-11-26

NOTE: List **all subcontractors** you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. **Submit this form with your bid.** Use additional sheets if necessary.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____



Procurement Division/Small Business Program
 401 Clematis Street, 5th Floor
 West Palm Beach, FL 33401
 Tel. (561) 822-2100
 Fax (561) 822-1564
 Website: www.wpb.org/puchasing/sbiz

(B18)
Form SB01

Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract. **Submit this form with your bid/proposal.**

SECTION I. General Information

Bidder or Proposer's Name: _____

Preparer's Name: _____ Title _____

ITB Title: **Clematis Street and Quadrille Boulevard Streetscaping** Project Number: _____

ITB Number: 10-11-26 SB Goal (if established): 15%

Total Base Project/Contract Amount: \$ _____

SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1. _____	_____	\$ _____	_____ %	_____ %
2. _____	_____	\$ _____	_____ %	_____ %
3. _____	_____	\$ _____	_____ %	_____ %
4. _____	_____	\$ _____	_____ %	_____ %
5. _____	_____	\$ _____	_____ %	_____ %
6. _____	_____	\$ _____	_____ %	_____ %
TOTAL		\$ _____	_____ %	_____ %

Preparer's Signature: _____

Date: _____



Procurement Division/Small Business Program

401 Clematis Street, 5th floor
 West Palm Beach, FL 33401
 Tel. (561) 822-2100
 Fax (561) 822-1564

Website: www.wpb.org/puchasing/sbiz

(B-19)

Form SB03

Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. **Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. This completed form will be required before contract award. **Please note: This form is required for each certified Small Business selected.**

SECTION I. General Information

Proposer's Name: _____

ITB Title: **Clematis Street and Quadrille Boulevard Streetscaping**

ITB Number: **10-11-26**

SECTION II. Small Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SECTION III. Information on the Small Business

Small Business Name: _____

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

(B21)

**CONSTRUCTION CONTRACTOR'S
BID OPPORTUNITY LIST**

This information must be included in your bid or proposal package.

Prime Contractor/Consultant: _____

Address/Telephone Number: _____

Bid/Proposal Number: _____

Quote Submitted MM/YR: _____

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos.1, 2, 3 and 4 and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

- | | | |
|--|---|---|
| <p>1. Federal Tax ID Number: _____</p> <p>2. Firm Name: _____</p> <p>3. Phone: _____</p> <p>4. Address: _____

 _____</p> <p>5. Year Firm Established: _____</p> | <p>6. <input type="checkbox"/> DBE
 <input type="checkbox"/> Non-DBE</p> <p>7. <input type="checkbox"/> Subcontractor
 <input type="checkbox"/> Subconsultant</p> | <p>8. Annual Gross Receipts</p> <p><input type="checkbox"/> Less than \$1 million</p> <p><input type="checkbox"/> Between \$1 - \$5 million</p> <p><input type="checkbox"/> Between \$5 - \$10 million</p> <p><input type="checkbox"/> Between \$10 - \$15 million</p> <p><input type="checkbox"/> More than \$15 million</p> |
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SECTION 4 – GENERAL CONDITIONS AND TERMS

<u>Section</u>	<u>Caption</u>
GC 1	Definitions
GC 2	Execution, Correlation and Intent
GC 3	Contractor Responsibilities
GC 4	Engineer's Status
GC 5	Design, Drawings and Specifications
GC 6	Materials, Labor, Equipment
GC 7	Quality Assurance
GC 8	Permit and Fees
GC 9	Project Manager
GC 10	Subcontractors and Suppliers
GC 11	Contractor Meetings
GC 12	Scheduling
GC 13	Liquidated Damages
GC 14	Schedule of Values
GC 15	Land for Work
GC 16	Survey, Lines and Grade
GC 17	Site Conditions
GC 18	Subsoil Conditions
GC 19	Surface and Subsurface Water
GC 20	Contractor Work Area
GC 21	Contractor-Furnished Materials, Equipment and Workmanship
GC 22	Florida Lumber
GC 23	Protection of the Work and Property
GC 24	Utilities
GC 25	Delivery Unloading and Storage
GC 26	Fire Protection
GC 27	Illumination
GC 28	Dust Control
GC 29	Pollution Control
GC 30	Debris Disposal
GC 31	Explosives and Hazardous Materials
GC 32	Right of Way Permit; Traffic Plans
GC 33	Labor
GC 34	Safety
GC 35	Progress
GC 36	Inspection
GC 37	Testing
GC 38	Substitution
GC 39	Correction of Defective Materials, Equipment or Workmanship

GC 40	Correction of Work
GC 41	Owner's Right to Correct or Complete Work
GC 42	Changes in Work
GC 43	Use of Completed Portions
GC 44	Cleaning Up
GC 45	Basic Requirements Prior to Substantial Completion
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GC 47	Extension of Time
GC 48	No Damages for Delay; Exclusive Remedy
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GC 51	Public Construction Bond
GC 52	Insurance
GC 53	Indemnity
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GC 56	Suspension or Termination by Owner for Convenience
GC 57	Contractor Obligations Upon Termination
GC 58	Removal of Equipment and Materials
GC 59	Warranty
GC 60	Royalties and Patents
GC 61	Verbal Agreements
GC 62	Miscellaneous Terms

GC 1 DEFINITIONS

(a) The "Owner", the "Contractor", and the "Engineer" are treated throughout the Contract as if each were of the singular number and masculine gender.

(b) "Engineer" shall be used and shall be understood to mean the professional engineer or architect consultant retained by the City or the designed staff engineer of the Engineering Services Department of the City of West Palm Beach.

(c) "Subcontractor" shall be understood to mean only those having a direct contract with the Contractor, and it includes one who furnishes material worked to a special design according to the plans and specifications of this work but does not include one who merely furnishes material not so worked.

(d) The term "work" means the construction services required by the Contract Documents, this Agreement and requires all labor, materials and services to be provided by the Contractor to fulfill the Contractor's obligations under this Agreement.

GC 2 EXECUTION, CORRELATION AND INTENT OF DOCUMENTS:

The Contract Documents shall be executed in two original sets by Owner and Contractor. The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents. In the event of any conflict among the Contract Documents, the Contract Documents shall be construed according to the following priorities:

First Priority:	Specifications (quality)
Second Priority:	Drawings (location)
Third Priority:	Special Terms
Fourth Priority:	General Terms and Conditions
Fifth Priority:	Contract
Sixth Priority	Invitation to Bid
Seventh Priority	Contractor's Bid

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

GC 3 CONTRACTOR RESPONSIBILITIES.

a) The Contractor shall be held liable to Owner for the performance of all work provided for under the Contract Documents. The Contract Documents make no attempt to fix the scope of work of any subcontractor nor the responsibilities of the subcontractors.

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

c) Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety programs in connection with the performance of the work. Contractor shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the work.

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

e) Contractor shall provide for each of the following activities:

(1) Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

(2) Maintain a roster of subcontractors with name and contact telephone numbers for key personnel.

(3) Provide a safety program for the project and conduct a safety meeting prior to commencing work.

f) Any disputes which may arise between the Contractor and any subcontractor must be resolved between the parties concerned. The Owner will not undertake nor be in any way responsible for the resolution of such disputes.

GC 4 ENGINEER'S STATUS.

a) The Engineer will provide observation of the Contractor's activities and progress of the work. The Engineer will make inspections of all construction, draft change orders, and verify and certify partial and/or final payments due to the Contractor. The Engineer may, during the life of the Contract issue additional instructions, by means of drawings, minor change orders or otherwise, necessary to illustrate changes in the work.

b) The Engineer shall have authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract or to protect the public and/or property. He shall also have authority to reject all work, materials and equipment which do not conform to the Contract and to decide questions raised by Contractor which arise in the execution of the work.

c) The Engineer will make decisions in writing on all claims of the Contractor, and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the Engineer shall be final.

d) Notwithstanding the above, the Engineer is no an arbitrator of disputes between Owner and Contractor. Any such disputes shall be resolved by Owner and Contractor under dispute resolution provisions of the contract or by such rights and remedies as are available to them.

GC 5 DESIGN, DRAWINGS AND SPECIFICATIONS.

a) The Owner through the Engineer, or the Engineer as the Owner's representative, shall furnish drawings and specifications which represent the requirements of the work as far as practical to be performed under the Contract Documents. The Owner or Engineer will provide the Contractor with copies of all drawings and specifications, not to exceed four (4) complete sets, for the execution of the work.

b) The specifications and the drawings accompanying them are intended to describe and provide for a finished piece of work; they are intended to be complementary and what is called for by either shall be as binding as if called for by both. The Contractor understands that the work shall be fully complete and functioning, notwithstanding every item or detail necessarily involved in the work is not particularly mentioned in the specifications and drawings.

c) The Contractor shall, immediately upon receipt of the specifications and drawings, check all specifications and drawings furnished and shall promptly notify Owner of any illegibility, errors, omission, defect or discrepancies discovered in such specifications and drawings and shall comment as appropriate upon construction feasibility and practicality. Contractor shall be responsible for obtaining building permits for the work based on the specifications and drawings. The Contractor shall perform work only in accordance with the specifications and permitted drawings and any subsequent revisions thereto.

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

e) The Contractor shall keep at the work site one (1) copy of all permitted drawings and specifications kept current with all changes and modifications and shall at all times give the Owner, the Engineer and all trades performing at the project, access thereto.

GC 6 MATERIALS, LABOR, EQUIPMENT.

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, services, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the final work shall be new and both workmanship and

materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind, quality and manufacturer of materials.

GC 7 QUALITY ASSURANCE

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

GC 8 PERMITS AND FEES.

All Permits or licenses necessary for the performance of the work or required by law or ordinance, including Building permits, shall be secured, maintained, and paid for by the Contractor, unless otherwise provided in the Special Terms. Contractor shall be responsible for all governmental fees, including but not limited to utility fees and connection fees. Owner shall be responsible for obtaining any necessary easements. For construction of a building, Owner shall be responsible for all City of West Palm Beach Construction Services plan and permit review fees

GC 9 PROJECT MANAGER.

To ensure that the work will be performed to the requirements of the Contract Documents, Contractor shall keep during the term of this Agreement a competent Project Manager and any necessary assistants, all satisfactory to the Engineer and Owner. The Contractor shall advise the Engineer, in writing, within ten (10) days after the date of Owner's issuance of a Notice to Proceed, the name and local address of the Project Manager who will be in charge of the project, together with the extent of his authority to represent and act of behalf of the Contractor, along with the Project Manager's cell phone number. The Contractor will ensure that Owner and Engineer shall be able to reach the Project Manager at his cell phone number at all working hours and during emergencies. The Project Manager shall represent the Contractor in his absence and all notices and directions given to him shall be binding as if given to the Contractor. Important directions shall be confirmed on written request in each case. The Contractor shall give sufficient superintendence to the work using a best skill and attention standard. If the Contractor, in the course of the work finds any discrepancy between the permitted drawings and the physical conditions of the locality, or any errors or omissions in the specifications or permitted drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer and the Owner, in writing, and the Engineer will review the same and provide corrective instructions, if any are necessary. Any work done after such discovery, until authorized, will be done at the Contractor's risk. Neither party shall employ or hire any employee of the other party without the other party's consent. At any time Owner may request and Contractor shall replace the individual performing as Project Manager with an individual acceptable to Owner.

GC 10 SUBCONTRACTORS AND SUPPLIERS.

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

b) By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by terms of the Contract and Contract Documents, including but not limited to the insurance requirements for workers' compensation and general liability coverage. The Owner shall be named as an intended Third Party Beneficiary in all subcontractor agreements provided such naming shall not create privity of contract between Owner and subcontractor. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the work to be performed by the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the subcontractor will be bound, and, upon written request of the Subcontractor, identify to

the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors. Contractor shall include in all subcontracts a provision requiring the Subcontractor to consent to an assignment of the subcontractor to the Owner.

- c) All subcontracts shall provide the following exact language”

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

d) The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under contract conditions identical or substantially similar to these. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in these General Conditions and Terms. The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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

GC 11 CONTRACTOR MEETINGS

The Contractor shall, at its expense, attend any and all meetings called by the Owner to discuss the work under the Contract. The Owner, or its Engineer, will distribute typed minutes of each meeting to all attendees. Failure of Contractor to promptly object to the typed minutes shall constitute Contractor's agreement with the content of the typed minutes.

GC 12 SCHEDULING.

a) Within ten (10) days after the date of the Owner's issuance of a Notice to Proceed, the Contractor shall prepare and submit to the Owner and to Engineer, for review and approval, a project schedule utilizing the Critical Path Method (CPM) graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the project, showing the sequence in which the Contractor proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The construction schedule shall be complete in all respects, covering approvals, mobilization and demobilization, construction and Owner occupancy, in addition to activities and interfaces with other Contractors at the work site, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Contractor furnished material and equipment. Contractor agrees to complete the work and Project in accordance with the agreed construction schedule as amended by approved and duly executed change orders.

b) At the end of each calendar month, Contractor shall prepare a separate construction schedule, formatted to fit in a three-ring binder, to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed, in contrast with the CPM schedule and planned progress of performance of such work. Each such schedule shall be submitted to the Owner and Engineer. Failure of the Contractor to prepare and submit the monthly construction schedule(s) as aforesaid shall be sufficient grounds for the Owner to find the Contractor in material default and shall be sufficient cause to terminate the Contract or to withhold payment to the Contractor until a current monthly schedule is submitted.

c) The Contractor agrees that whenever it becomes apparent from the progress review meeting or CPM schedule that the contract completion date will not be met, the Contractor shall notify the Owner and Engineer of the potential schedule change within three (3) days of a commencement of delay or knowledge of a

potential delay. Prior to requesting a time extension, Contractor shall execute some or all of the following remedial actions at Contractor's sole cost and expense:

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

d) Neither the Owner nor the Contractor shall be considered to own the schedule float time.

GC 13 LIQUIDATED DAMAGES.

If the actual completion date for substantial completion or final completion occurs later than the time indicated in the Special Terms or later than the scheduled completion date if a duly authorized change order for time is issued, liquidated damages in the amount(s) set forth in the Special Terms shall be paid by Contractor for unexcused delay in performance of the work. Contractor agrees that Owner's actual damages in the event of unexcused delay are difficult to ascertain and therefore the parties agree that the sums established in the Special Terms are reasonably related to what damages Owner may suffer and are enforceable liquidated damages and not penalties. Notwithstanding the above, Contractor agrees that liquidated damages do not include additional costs invoiced by consulting Engineer to Owner for extended engineering services arising out of an unexcused delay, and Contractor agrees to reimburse Owner for such actual engineering costs incurred in addition to payment by Contractor of any liquidated damages.

GC 14 SCHEDULE OF VALUES.

Within ten (10) days after the date of the Owner's issuance of a Notice to Proceed, Contractor shall submit for review and approval of Owner and Engineer, a schedule of values, by phases of work, to show a breakdown of the Contract Price corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Change Orders are to be added as separate line items.

GC 15 LAND FOR WORK.

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

Owner, and its duly authorized employees and representatives, and representatives of all governmental agencies having jurisdiction over work areas or any part thereof, shall, at all reasonable times, have access to such areas and the premises used by Contractor. Contractor shall also arrange for Owner, its representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced or fabricated for use under the Contract.

GC 16 SURVEY, LINES AND GRADE

Unless otherwise specified, the Engineer shall furnish all land survey control points, base lines and benchmarks for the location of the work. The Contractor shall be responsible for the preservation of all lines, points, and elevations furnished and shall bear the expense of resetting same if Contractor or any of its subcontractors move or destroy or render inaccurate any such base lines, points and elevations. From the information provided by the Engineer, the Contractor shall develop and make all detail surveys and establish lines and grades as required. The Contractor shall keep the Engineer informed as to its needs for base lines or bench marks in order that the same may be furnished and all necessary measurements made for the record with a minimum of inconvenience to the Engineer or delay to the Contractor.

GC 17 SITE CONDITIONS.

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the work and the general and local site conditions, and particularly, but without limitation, with respect to the following: conditions affecting the transportation, access, disposal, handling and storage of materials, equipment and construction machinery; the availability, quantity and quality of labor, water and electric power; availability and

condition of roads; climatic conditions; location of underground utilities; existing site conditions, topography and ground conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; and all other matters which can in any way affect the performance of the Contract or the cost associated therewith. Contractor's failure to assess the site conditions will not relieve it from the responsibility for properly estimating the costs and schedule of performing the work.

GC 18 SUBSOIL CONDITIONS.

Unless otherwise stipulated in the specifications and drawings, no subsoil investigations have been made. The Contractor shall satisfy itself as to all subsoil conditions.

GC 19 SURFACE AND SUBSURFACE WATER

Contractor shall obtain all permits required from each applicable regulatory agency with respect to the control of surface and subsurface water by Contractor during the work, with copies submitted to Owner. Contractor shall immediately remedy any permit violations and shall be responsible for any damages, remediation, fines or penalties assessed by such agencies for permit violations.

GC 20 CONTRACTOR WORK AREA

Contractor's work area on the job site will be assigned by Owner. Contractor shall confine its office, storage, assembly, equipment and parking to the areas so assigned. Should Contractor find it necessary to use any additional land outside the work site for any purpose, Contractor shall, at its expense, provide for the use of any such additional land.

GC 21 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

Contractor shall provide and use on the work only such construction plant, machinery and equipment as are capable of producing the quality and quantity of work and materials required by the drawings and specifications within the established schedule. Only new, unused materials, equipment and items of recent manufacture, of designated quality, free from defects, will be accepted. Contractor shall, if requested, furnish evidence satisfactory to the Owner as to the kind, quality and manufacturer of materials. Upon written order of the Owner, Contractor shall discontinue operation of unsatisfactory plant, machinery, equipment and/or facilities. Owner will be the final authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract Documents.

Where Contractor supplied drawings are required for planning or performance of the work, such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details such as field connections for property installation. Such drawings shall be submitted by and at the expense of Contractor. At least 21 days shall be allowed for review by Owner. If drawings show variations from the contract requirements, the Contractor shall describe such variations in writing at the time of submission. Review and permission to proceed by Owner does not constitute acceptance or approval of design details, calculations, analyses, test methods or materials develop or selected by the Contractor and does not relieve Contractor from full compliance with the Contract Documents.

Where samples are required, samples shall be submitted by and at the expense of Contractor. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into the work without such review. At least 21 days shall be allowed for Owner's review.

The Owner or Engineer shall notify the Contractor of defective or unacceptable work if the Owner or Engineer discovers such. No work defective in construction or quality, or deficient in meeting any requirement of the Contract, drawings or specifications, will be acceptable regardless of Owner's failure to discover such defects during construction; nor will inspection by the Engineer relieve Contractor from ensuring the quality of the work as required by the Contract. No payment, whether partial or final, shall be construed as an acceptance of defective or unacceptable work or improper materials and equipment.

GC 22 FLORIDA LUMBER

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

GC 23 PROTECTION OF THE WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all work from loss, theft or damage from whatever cause, and shall take all reasonable precautions to protect the property of the Owner and third

parties from theft, injury or loss arising in connection with this Contract. Contractor shall comply with the requirements of the Owner and its insurance carriers and all applicable laws, codes and regulations with respect to prevention of damage.

Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by Owner, do not reasonably interfere with the performance of the work. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation. Contractor shall leave all adjacent property in as good condition as it was prior to beginning of the Contract. All costs in connection with any repairs or restoration necessary or required as a result of damage shall be borne by Contractor.

Where practical, Contractor shall erect a temporary fence around the work site. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner within three (3) days of each incident.

Until final acceptance of the work by the Owner, the Contractor shall have full and complete charge and shall bear all risk of loss of, and injury or damage to, the work performed under this Contract, or any portion thereof, including materials and equipment, and Owner-furnished supplies and equipment, from any cause whatsoever. Contractor shall rebuild, repair, restore and make good any damages, injury, or loss to the work and to the property of the Owner or third parties, except such as may be directly due to errors in the Contract Documents which the Contractor could not have discovered through due diligence, or caused by agents or employees of the Owner, unless such loss or damage would be covered by any policy of insurance maintained by the Contractor.

GC 24 UTILITIES

The Contractor shall, at its expense, arrange for, develop and maintain all utilities in work areas, including, but not limited to: construction power, water as required throughout construction, and telephone service, if needed. Prior to final acceptance of the work, Contractor shall, at its expense, remove all temporary utilities. Contractor shall conduct its operations so as not to damage, close or obstruct any utility installation, highway, road or other property until permits therefore have been obtained.

GC 25 DELIVERY UNLOADING AND STORAGE

Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site, all materials, plant and equipment required for the performance of the Contract. Material and equipment subject to degradation by outside exposure shall be stored in a weather-tight enclosure provided by Contractor at its expense.

GC 26 FIRE PROTECTION

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

GC 27 ILLUMINATION

When any work is performed when daylight is obscured or at night, Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on satisfactorily and safely.

GC 28 DUST CONTROL

For the duration of the contract, the Contractor shall, at its expense, maintain all excavations, roads, plant sites, borrow areas and all other work areas free from dust. Code-required or industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

GC 29 POLLUTION CONTROL

Contractor shall, at its expense, perform its work so as not to discharge into the atmosphere, any body of water, the ground or groundwater, from any source, smoke, dust or other contaminants in violation of the laws, rules, regulations and orders of all federal, state and local air, ground and water pollution requirements (collectively the "Discharge Law"). Contractor shall, at its expense, provide suitable facilities to prevent any such discharges. In the event of a discharge which results in contamination of the site, Contractor shall immediately notify Owner and the appropriate governmental authority and shall take whatever action is necessary, required by Discharge law or desirable to remediate the contamination at Contractor's sole expense, including but not limited

to the payment of fines, penalties and damages. Contractor shall indemnify and hold harmless Owner from any expense, fine, penalty, obligation, action or liability resulting from such discharge and remedial actions.

GC 30 DEBRIS DISPOSAL

All debris shall be legally disposed of at licensed disposal site(s).

GC 31 EXPLOSIVES AND HAZARDOUS MATERIALS

Contractor shall obtain all required federal, state and local permits and licenses and shall be responsible for the safe and proper handling, transportation, storage and use of any explosive or hazardous material brought onto or encountered with in the site. The Contractor will notify the Owner immediately if explosive or hazardous materials are encountered on the site. Contractor shall maintain and post as necessary, Material hazard Data Sheets for all applicable hazardous materials used in the course of the work. In the event that hazardous material is improperly handled or stored by the Contractor or its sub-contractors, which results in contamination of the site, Contractor shall immediately notify the Owner and the appropriate governmental authority and shall take whatever action is necessary, required by law, regulation or order, or desirable to remediate the contamination at the Contractor's sole cost and expense. Contractor shall indemnify and hold harmless the Owner from any expense, fine, penalty or obligation, action or liability resulting from such contamination and remedial actions.

GC 32 RIGHT-OF-WAY PERMIT; TRAFFIC PLANS. Contractor shall obtain a City of West Palm Beach right-of-way permit for each required road closure. As part of the requirements of the permit, Contractor shall submit for Owner's review and approval, signed and sealed detailed Maintenance of Traffic (MOT) plans for each phase of the work. During the times Contractor is working in the Project area, Contractor shall utilize flagmen, traffic control devices and variable message boards on a full time basis, where and when needed, to facilitate the movement of traffic along and around the Project. All MOT plans shall be reviewed and approved by Owner prior to implementation of work by Contractor.

GC 33 LABOR

Contractor shall employ only competent and skilled personnel to perform the work. Contractor shall, if requested by Owner, remove from the jobsite any personnel of Contractor who is determined by Owner to be unfit or working in violation of any provision of the Contract. Contractor and all subcontractors shall be bound by and comply with all applicable Federal, State and local laws regarding labor. All work performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to Owner.

GC 34 SAFETY

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will provide to each worker on the job site the proper safety equipment for the duties being performed by the worker and will not permit any worker on the job site who fails or refuses to use the safety equipment. Contractor shall provide and maintain all necessary watchmen, barricades, warning lights, and signs and take all necessary precautions for the protection of all persons involved in the work, the public, and all employees or representatives of Owner. All work and all equipment, machinery, materials and tools shall be in compliance with and conform to all applicable laws, ordinance, rules and regulations.

GC 35 PROGRESS

During construction, Contractor shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed. These drawings shall be available to Owner and Engineer for inspection at any time.

During construction, Contractor shall keep a marked-up and up-to date set of specifications showing as-is conditions on the site annotated to clearly indicate all substitutions or product selections that are incorporate into the work. These specifications shall be available to Owner and Engineer for inspection at any time.

Contractor shall be required to submit to Owner, on a monthly basis, two (2) copies of 8 1/2"x 11" color photos indicating the progress of the work identifying the dates that the work was performed. Contractor shall maintain current as-built surveys that indicate the completion of the work by Contractor and its subcontractors available for inspection at the project site.

If at any time Contractor's actual progress is inadequate to meet the completion time requirements of the Contract and this lack of progress is the sole fault of the Contractor, Owner may so notify Contractor who shall thereupon, at its expense, take such steps as may be necessary to improve its progress to meet the approved schedule. If within a reasonable period as determined by Owner, Owner determines that Contractor is not

prosecuting its work with such diligence as will assure completion with the times scheduled and Contractor fails to take reasonable actions to timely cure, Owner may declare a default of this Contract.

GC 36 INSPECTION.

Owner, Engineer and their representatives shall at all times have access to the work whenever it is in preparation or progress, and Contractor shall provide proper facilities and personnel to facilitate such access and inspection. If the specifications, the Engineer's instructions, applicable laws, ordinances, or any public regulatory entity require any work to be specially tested or approved, Contractor shall give the Engineer timely notice of its readiness for observation and, if the observation is by another entity other than the Engineer, of the date fixed for such observation. If any work should be covered up prior to any inspection or test by Owner or Engineer, it must, if required by the Engineer, be uncovered for inspection and properly restored at Contractor's expense.

GC 37 TESTING

Unless otherwise provided in the Contract, drawings or specifications, shop testing of material, equipment or work shall be performed by Contractor at its expense and in accordance with the technical specifications. Should tests in addition to those required by the specifications be desired by Owner, Contractor will be advised in reasonable time to permit such additional testing at Owner's expense, unless additional tests are required due to Contractor's work or materials having failed any initial test. Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation necessary to permit tests to be performed on materials or work in place, including reasonable stoppage of work during testing.

GC 38 SUBSTITUTION.

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

Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, that by reason of costs savings, reduced construction time or similar demonstrable benefit, the substitution of such item will be in Owner's interest and will in no way detrimentally impact the project schedule. The burden of proof that such an item offered is equal in all respects to that specified shall be Contractor's. Contractor shall submit drawings, samples, data and additional information as may be required by Owner. All requests for substitutions, with supporting information, shall be submitted by and at the expense of Contractor. At least 35 days shall be allowed for Owner's review.

Owner or its Engineer shall make the determination as to the acceptability of any substitution. Approval of a substitution shall not relieve Contractor from the responsibility for compliance with all requirements of Contractor. Contractor shall coordinate the change with all trades and bear the expense for any changes in other parts of the work caused by any substitution.

Contractor may make only two requests for substitution in the same category and Contractor shall be invoiced the expenses incurred by Owner for its design professionals in reviewing additional substitution requests, unless otherwise approved by Owner.

GC 39 CORRECTION OF DEFECTIVE MATERIALS, EQUIPMENT OR WORKMANSHIP

If any material, equipment or workmanship is determined by Owner, either during performance of the work, during final quality inspection or during the warranty period, to be defective or non in compliance with the specifications and the Contract, Owner shall notify Contractor in writing that such material, equipment or work is rejected and Owner reserves the right to withhold payment on any such item. Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same strictly comply with all requirements of the drawings, specifications and contract. If Owner or Engineer deems it inexpedient to correct work that has been damaged or that was not performed in accordance with the drawings, specifications and contract, an equitable deduction from the contract price shall be made for such work.

GC 40 CORRECTION OF WORK.

Contractor shall promptly remove from the premises all materials and equipment condemned by the Engineer as failing to meet contract requirements whether incorporated in the work or not, and Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. Contractor further agrees to correct all work found by Owner to be defective or not in conformance with the drawings and specifications for a period of one year from the final certificate of occupancy for the project (or equivalent) or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the specifications. Contractor shall commence final completion of nonconforming work and correction of the work within seven (7) days of written notice by Owner and shall diligently perform all such work in compliance with the objective standards commonly found in the construction industry of Palm Beach County, Florida. If the Engineer or Owner deems it inexpedient to correct work that is defective or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.

GC 41 OWNER'S RIGHT TO CORRECT OR COMPLETE WORK.

If Contractor should neglect to prosecute the work diligently in accordance with the Contract Documents or fail to correct defective or nonconforming work or fail to perform any provisions of the Contract Documents, Owner may, after three (3) calendar days written notice and opportunity to cure to Contractor, without prejudice to any other remedy Owner may have, make good these deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

GC 42 CHANGES IN WORK.

Owner, without invalidating the Contract Documents may order written additions to or deductions from the work, the Contract price being adjusted accordingly. The Engineer, with the consent of the City, will have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purpose of the work. If Contractor believes that a variation or change justifies a modification in the Contract price, Contractor may submit a request for change order at its expense. If a request for change order is made, Contractor is not authorized to vary the work unless a written Change Order or written Construction Change Directive is issued by the Engineer and executed by Owner. No change order shall be valid unless executed by the authorized signatory of Owner. The Engineer is not authorized to bind Owner to change in contract price or time. Contractor shall notify the Engineer in writing within seven (7) days of any occurrence which, in the opinion of Contractor, entitles it to claim an adjustment of the Contract price or a time extension, absent which notice, Contractor shall have waived such claim. The Engineer will provide a response to Contractor and Owner with respect to a request for change order within a reasonable amount of time after receipt of Contractor's notice and all necessary backup information required by Engineer to formulate a response. For the purposes of this paragraph, a day shall be defined as any business day, Monday through Friday, excluding holidays. The Engineer and Owner may issue an executed change order authorizing any changes in the work, adjustments in the Contract price and extensions of time. Execution of any Change Order by the parties shall constitute a final settlement and release by Contractor of all matters relating to the claim or change in the work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract price and the Contract time.

If a change order is not yet approved or cannot be agreed upon, Contractor is authorized, upon issuance of a written Construction Change Directive (CDD) prepared by the Engineer and approved by Owner, to proceed with such change on a time and material basis plus ten percent (10%). Contractor expressly acknowledges that commencing work without a written Change Order or Construction Change Directive executed by Owner in advance of commencement of work waives any claim by Contractor to an adjustment to the Contract Price and the Contract Time.

Upon approval by Engineer and Owner as to any adjustments to the Contract Price and/or Contract Time for changes performed under a CDD, such approval shall be recorded by the preparation of a change order. Contractor shall not seek payment for work performed pursuant to a CDD until it has been converted to a change order.

The Engineer shall have the authority to order minor changes in the work which do not involve adjustment to the Contract Price or Time and which are not inconsistent with the intent of the contract documents.

A bond rider from the Surety shall be submitted to the Owner with each change order that increases the Contract Price.

GC 43 USE OF COMPLETED PORTIONS.

Owner shall have the right to take possession of and use any substantially completed portions of the work. Such use by Owner shall not be construed as constituting final acceptance, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by Owner of any Contract Documents provisions; provided that Contractor shall not be liable for any repair or maintenance required due to ordinary wear and tear resulting from such use. However, if, in the opinion of Engineer, such use increases the cost or delays the completion of remaining portions of work, Contractor shall be entitled to an equitable adjustment under the contract.

GC 44 CLEANING UP.

Upon completion of any portion of the work, Contractor shall remove at his own expense from Owner's property all temporary structures, equipment and surplus materials not required for later stages of work, rubbish, and waste materials resulting from his operations. Contractor shall make its own arrangements, at its own cost, for disposal of rubbish and waste materials. Owner reserves the right to retain any surplus or salvage materials.

GC 45 BASIC REQUIREMENTS PRIOR TO SUBSTANTIAL COMPLETION

The following items shall be completed as a condition precedent to substantial completion and prior to a request by Contractor for inspection for substantial completion. In the event the Contract Documents do not define substantial completion, the following are also conditions for final completion and acceptance:

1. All general construction completed and the project components shall be clean and all systems fully functional.
2. All mechanical and electrical work substantially complete, fixtures in place, connected, cleaned, fully functional and ready for use.
3. All electrical circuits shall be scheduled in panels and all panels and disconnect switches properly labeled.
4. Issuance of all permits and certificates, inspections, and other approvals and releases by governing authorities required for Owner's occupancy and use of the project.
5. Project site shall be cleared of Contractor's excess equipment and/or supplies and material.
6. All sets of operation and maintenance manuals for all equipment shall have been submitted, as referenced in the technical specifications.
7. Manufacturers' certifications and warranties shall be delivered to Owner.
8. All operations and maintenance manuals for all equipment shall be delivered to Owner.
9. All required spare parts, as well as any special devices and tools shall be delivered to Owner.
10. A deductive change order for any uncommitted contingency or allowance funds has been prepared and submitted.
11. All keys and blanks shall have been provided.
12. Punch list of items required to render the construction services complete, satisfactory and acceptable to Owner. If the Contract provides for a multi-phased or multi-structure project, a punch list must be developed for each phase or structure.

Contractor shall arrange a joint site and project inspection(s) with Engineer and Owner for inspection for substantial completion and development of a punch list for the completion of construction services. Said punch list shall be prepared, signed by Contractor and submitted to Owner and Engineer not later than thirty (30) days after the inspection for substantial completion. Owner shall review submitted punch list within fifteen (15) days of receipt and if complete, shall sign punch list and distribute approved copies to Engineer and Contractor. If not complete, Owner shall return punch list to Contractor with a written detail of missing or disputed items. Any dispute over punch list items shall be mediated between Owner and Contractor with Engineer acting as mediator to develop an agreed punch list signed by Owner, Contractor and Engineer. Agreed punch list items shall be corrected by Contractor prior to any request for final inspection and acceptance. (F.S. 218.735).

If substantial completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, any additional cost to Owner for the Engineer or design professional for any subsequent inspections for the purpose of determining substantial completion shall be the responsibility and expense of Contractor and shall be assessed against the final payment application.

GC 46 FINAL INSPECTION AND ACCEPTANCE

The following items shall be completed as a condition precedent to a request by Contractor for final inspection:

1. Completion of all punch list items recorded from the substantial completion inspection.
2. A complete set of mylar or paper marked-up as-builts with "RECORD" or "AS BUILT" clearly printed on each sheet along with one copy on AutoCAD CD Release 14 or better on State Plane Coordinates. Contractor shall accurately and neatly transfer all deviations from progress as-builts to final as-builts. As-built records shall include drawings signed and sealed by a registered land surveyor certifying the elevation and location of improvements. Certified drawings are to show locations, lines and grade of buried pipe line four (4) inches or larger in diameter and exterior to buildings, and other buried facilities (e.g. valves, tanks, vaults, storm inlets, ducts, etc.) installed or discovered as a result of the work. Certified drawings are to show building corners, sidewalks, paved areas and the location of all above ground structures within the project site. Contractor shall sign each final record drawing and note thereon that the final as-builts are complete and accurate.
3. A complete set of marked-up specifications with "RECORD" or "AS-BUILT" clearly printed on the cover. Contractor shall accurately and neatly transfer all deviations from progress specifications to final as-builts.
4. A signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of the work.
5. A list of each piece of equipment having an individual value of \$500 or greater. The list shall include, at a minimum, the name, make and model number, quantity installed, value of equipment.

Contractor shall inform Owner and Engineer in writing that work is ready for final inspection. The Engineer will, within five (5) business days, schedule such inspection with Owner and Contractor. When Engineer finds the work acceptable under the Contract Documents and all contract terms and conditions fully performed, Engineer shall issue a Final Certification to Owner.

GC 47 EXTENSION OF TIME.

The time limit for the completion of the work as described in the Contract Documents is of the essence of this Contract. In the event of a claim of delay in the work, Contractor must request an extension of the contract completion date in writing and must provide the following information to Engineer and Owner within seven (7) days of commencement of the delay:

1. Confirmation whether all schedule updates, submittals and other conditions of the Contract have been met;
2. Affirmative representation that the delay is beyond the control of Contractor and subcontractors and due to no direct or indirect fault of Contractor.
3. Nature of the delay.
4. Dates of commencement / and end of delay.
5. Evidence that the delayed work results in a direct delay to the schedule critical path.
6. List of tasks/work affected by the delay.
7. Anticipated extent of delay.
8. Recommended action to minimize delay.
9. Confirmation that Contractor has used all the float time available for the work involved in the delay request.
10. Such other supporting information as requested by Engineer.

Contractor acknowledges that the evaluation of time extensions will be based on the above information.

Time extensions for weather delays will only be considered if all float time is exhausted prior to the weather occurrence.

Owner will not consider a claim for time extension which does not comply with the preceding requirements. Contractor agrees that failure to timely request a time extension constitutes a waiver by Contractor of such claim for time extension.

If Contractor is delayed at any time in the progress of the work by any act or neglect of Owner, or by any employee of Owner or by any separate Contractor employed by Owner or by any changes ordered in the work, by fire, by unusual delay in transportation, by unavoidable casualties or by any causes beyond Contractor's control or by delay authorized by Owner pending resolution of disputes, and Owner has approved a Change Order extending the Contract Time for same, such extension of Contract Time shall extend the Project completion date and Substantial Completion date for such reasonable time as Owner shall determine in the Change Order.

GC 48 NO DAMAGES FOR DELAY; EXCLUSIVE REMEDY.

Contractor expressly agrees that a Change Order for an extension of the Project Completion date and Substantial Completion date constitutes its sole and exclusive remedies for efficiency or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by Owner, Engineer, or agents of either, and Contractor waives claims for any and all damages which it may suffer by reason of such claims, including but not limited to, lost profits, loss or impairment of bonding capacity, destruction of business, overhead, remobilization or demobilization costs, subcontractor delay claims, supervision, extended unabsorbed home office overhead, increase insurance costs, lost profits on alternate or unperformed contracts. Contractor hereby affirms that an extension of time is Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to Contractor as compensation for damages for any delays in the work, whether such delay be avoidable or unavoidable.

GC 49 PAYMENT PROCEDURE.

GC 49.1 Contractor's invoices shall reference the bid number. Estimates and payment requests must be directed to: **City of West Palm Beach – Accounts Payable, PO Box 3366, West Palm Beach, FL 33402-3366.** The Owner will not be responsible for any delay in payment at the City if Contractor submits his estimate and invoice to any other address. Payment will be made in accordance with the Local Government Prompt Payment Act. (F.S. 218.70).

GC 49.2 Required Information. Each payment request shall reference the following information:

1. Bid Number
2. Contract Number
3. Project Number
4. Project Name
5. Owner's representative/ project manager

GC 49.3 Initial Payment. Prior to submittal of its initial payment request, Contractor shall have submitted the following items to the Engineer:

1. List of subcontractors and suppliers
2. Project schedule
3. Schedule of values
4. All current certificates of insurance
5. Designation of Contractor's Project Manager

GC 49.4 Progress Payments. Not more than once each month, Contractor shall prepare and submit a detailed estimate and payment request on a standard AIA form, covering the percentage of the total amount of the work which has been completed from the start of the job up to and including the last day of the preceding month, together with quantity and unit prices of materials and equipment utilized and such supporting evidence as may be required by Owner and/or the Engineer. This estimate shall also include the unit cost of such materials and equipment required in the permanent work as has been delivered to the site and suitably protected but not as yet incorporated in the work. Partial Release(s) of Lien and subcontractor Utilization Report shall be submitted with each payment requisition to verify payment(s) to subcontractors and material suppliers.

GC 49.5 In accordance with the Local Government Prompt Payment Act, until the Project is determined to be 50% complete, Owner shall withhold retainage of ten percent (10%) from each progress payment pay to Contractor based on Contractor's estimate and invoice as approved by the Engineer. It is agreed that the Engineer shall have the right to finally determine the amount currently due to Contractor. (F.S. 255.078).

GC 49.6 After the Project is determined to be 50% complete, Owner shall withhold retainage of five percent (5%) from each progress payment pay to Contractor based on Contractor's estimate and invoice as approved by the Engineer. It is agreed that the Engineer shall have the right to finally determine the amount currently due to Contractor. Contractor may present to Owner a payment request for up to one-half

of the retainage held by Owner. If Owner has grounds under Florida law to continue to retain all or a portion of the requested retainage, Owner may continue to hold such retainage.

GC 49.7 Final payment may be made to certain select Sub-contractors whose work is satisfactorily completed prior to the total completion of the Project but only upon advance written approval of Owner and Surety.

GC 49.8 If there remain items to be completed, Contractor and Owner shall list those items required for completion and Contractor shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately.

GC 49.9 Contractor shall timely pay and not withhold payments to sub-Contractors if such payments have been made to Contractor. Should this occur for any reason, Contractor shall immediately return such monies to Owner, adjusting pay requests and project bookkeeping as required.

GC 49.10 Substantial Completion. Following determination by the Engineer of substantial completion, Contractor shall separately list each item of the punchlist required for final completion and the estimated cost of completing each item. Provided all pre-requisites for substantial completion have been met, Contractor may submit a special payment request along with the cost list for unfinished work. The Owner may retain a sum equal to 150% of the estimated cost of completing the unfinished items.

GC 49.11 Final Payment. In case of disputed indebtedness or liens Contractor may submit in lieu of evidence of payment a surety or public construction bond satisfactory to Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by a surety or bond.

Upon issuance of a Final Certification by Engineer, and completion of all of the following items, Contractor may submit its final invoice.

1. Notarized and corporate sealed Final Release of Liens from all sub-contractors and suppliers.
2. Notarized and corporate sealed Final Release of Liens from Contractor.
3. Consent of surety for final payment.
4. All pre-requisites for substantial completion and final completion have been met.

The making and acceptance of the final payment shall constitute a waiver and release of all claims by Contractor, except those previously made in writing and still unsettled. (F.S. 255.077).

GC 49.12 Contingency/ Allowances. If contract or schedule of bid items includes an agreed sum as the construction contingency and/or allowance, such amount is included for the purpose of defraying the expenses due to unforeseen conditions, extra work and circumstances relating to construction, unless otherwise agreed. Contractor shall obtain prior written approval from Owner prior to the expenditure of such funds and Contractor will be required to furnish documentation evidencing expenditures charged to contingency and/or allowances prior to the release of such funds by Owner. Such contingency and allowance accounts are not for use the by Contractor to cover short falls in Contractor's bid amount. All uncommitted contingency or allowance funds will be returned to Owner at substantial completion via a deductive change order.

GC 49.13 Withheld Payments. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such extent as may be necessary to protect Owner if:

- a. Defective work or material is not remedied.
- b. Claims filed or reasonable evidence indicating public filing of claims by Owner or third parties against Contractor.
- c. Failure of Contractor to make payments to sub-contractors or for material or labor.

- d. Damage to another Contractor.
- e. Contractor is in default of any contract condition.
- f. Contractor fails to submit information required by this Contract.
- g. Contractor consistently fails to perform work in accordance with the Contract Documents.
- h. Owner has reasonable doubt that Contract work can be completed within the schedule or for the balance of the Contract price which remains unpaid.
- i. Contractors insurance coverage lapsed.
- j. Owner has a right to claim liquidated damages.

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

GC 49.14 The provisions of the Local Government Prompt Payment Act, F.S. 218.70 et seq., are incorporated by reference herein. The Act provides payment due dates, interest and payment dispute resolution.

GC 50 LIENS & RELEASES OF LIENS.

Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner complete releases of all claims or liens arising out of the Contract Documents, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but Contractor may, if any sub-contractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to Owner, to indemnify Owner against any claim or lien (in cases where such payment is not already guaranteed by Surety or Performance Bond).

Contractor shall use Owner's forms for all releases of liens. All releases are required to have original signatures. All values on lien releases shall be consistent with the subcontracts.

Final releases of liens for subcontractors can be provided in exchange for a check if the Contractor notifies the City at least 5 days in advance. Final release for the Contractor shall meet all requirements in GC 49. Upon completion/receipt of all requirements for final payment by the Contractor, Contractor may exchange the final release for a check upon ten (10) days advance notice to the City.

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

GC 51 PUBLIC CONSTRUCTION BOND. (if required)

- (a) In accordance with the provisions of F.S. 255.05, Contractor shall provide to Owner, on forms furnished by Owner, a 100% Public Construction Bond ("Bond") in an amount not less than the total Contract Price by a Surety Company acceptable to Owner. The Bond shall incorporate by reference the terms of the Contract Documents in its entirety. Moreover, Contractor agrees that the following language shall be expressly included within the language of its Public Construction Bond:

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

- (b) To be acceptable to Owner, a Surety Company shall comply with the following provisions:
- (1) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
 - (2) The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - (3) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
 - (4) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Proposal is issued.
 - (5) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
 - (6) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - (a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
 - (b) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

GC 52 INSURANCE.

1. Contractor shall during the Contract Term maintain and pay for insurance issued in a company or companies lawfully authorized to do business in Florida with a current AM Best Company rating of A-as to management and VII as to financial size, naming Owner as an Additional Insured, as will protect Owner from contingent liability under this Contract.

2. Coverages.

- (a) workers' Compensation Insurance, including Employers Liability, as required by Florida Law, covering all employees. Contractor shall ensure that all sub-contractors comply with this requirement.
- (b) Project Specific General Liability Insurance with limits of:

General Liability: \$1,000,000 per occurrence/ \$2,000,000 annual aggregate.

Projects and Completed Operations: \$1,000,000 aggregate

Automobile Liability: with combined single limit of \$1,000,000 per occurrence.
- (c) When applicable to the work, property damage coverage shall be inclusive of protection against damage due to excavation, shoring and underpinning and/or coverage for the hazards of explosion, collapse and/or underground property damage.
- (d) Including Contractor's Protective coverage for any sub-contractor's operations.

3. The Certificate of Insurance and policy endorsements or riders shall name the Owner as "ADDITIONAL INSURED" with respect to all Liability coverages. Contractor shall provide evidence of continued coverage in the event of renewal or policy termination. Owner may withhold payment to Contractor until evidence of insurance coverage is received.

4. These insurance requirements shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
5. Any other or special insurance requirements will be addressed in the Special Conditions.
6. Contractor shall be entirely responsible for securing Certificates of Insurance coverage as set forth above from all subcontractors who are engaged in the work.

GC 53 INDEMNITY.

Contractor shall indemnify and hold harmless the Owner, its agents, employees and elected officers, from and against any and all claims, obligations, liability, expenses, losses and causes of action, including attorneys' fees and costs, to the extent the same are caused by an act, negligence, recklessness or intentional wrongful misconduct of Contractor or its subcontractors, or the officers, agents or employees of either, while engaged in or about the performance of the work or while in or about the Project site or premises, or arising from accident or any injury not caused by act of Owner, Owner's agents or servants, or any anyone employed by Owner, other than the Contractor, to any contractor or any officer, agent or employee of a subcontractor while engaged in or about the performance of the work, or while in or about the Project site or premises, or arising from liens or claims for services rendered for labor or materials furnished in or for the performance of this Contract. See 725.06 F.S.

GC 54 DISPUTE RESOLUTION.

In the event of any dispute, Contractor shall continue to diligently make progress on all work not directly subject to the dispute. If the dispute regards payment or money, Contractor shall be obligated to proceed with all work without waiving its claims under dispute.

Final Completion. Notwithstanding any other provision, the parties agree that any unresolved dispute regarding the punch list or any other requirement for Final Completion shall be mediated and the Engineer may serve as the mediator.

Waiver of Arbitration. Owner and Contractor agree and expressly waive any and all provisions regarding arbitration, including any and all provisions regarding arbitration as a condition precedent to litigation contained elsewhere in any Contract Documents.

GC 55 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CAUSE.

If Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to maintain an established schedule (30 days behind a critical path activity), to supply enough properly skilled workmen or proper materials; or if he should fail to make prompt payments to subcontractors or for material, equipment or labor or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise fails to conform to the Contract requirements or abandons or refuses to perform any work, Owner may without prejudice to any other right or remedy, and after giving Contractor and its Surety seven (7) calendar days written notice, terminate the employment of Contractor and take possession of the premises and of all materials, equipment, tools and appliances thereon, and finish the work by whatever method Owner may deem expedient. In such case, Contractor shall not be relieved from any of its obligations under the Contract Documents, and shall not be entitled to receive any further payment until Contractor cooperates with Owner and complies with all reasonable requests regarding the terminated work, and the work is finished. In no event shall Contractor receive any payment for work finished by Owner. If the unpaid balance of the Contract Price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, this excess shall be paid to Contractor. Reasonable termination expenses incurred by Owner may be deducted from any payments left owing Contractor (excluding monies owed Contractor for subcontract work). If Contractor's surety is directed or agrees to complete the work, then all payments due after termination shall be made to the Surety until the work is finished and the Contract Price has been expended. The Surety shall then be responsible for all of the obligations and duties of Contractor under the Contract Documents and shall be bound by the conditions of the Contract Documents, this Contract and the Bond to fulfill all obligations of the Contract Documents for the Contract price in effect as of termination. The Surety may not assign those obligations without the written consent of Owner. The Surety shall be responsible for the payment of all costs relating to the termination of the employment of Contractor. Contractor and its surety shall be jointly and severally liable for all costs in excess of the Contract price for completion of the work and for liquidated damages. If, upon termination for cause it is

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

GC 56 SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE.

Owner may, at any time, without cause, order Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as Owner may determine, or to terminate all or a portion of the Contract for Owner's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Contractor, but Contractor waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If Owner orders a suspension, the Contract price and Contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

GC 57 CONTRACTOR OBLIGATIONS UPON TERMINATION.

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

GC 58 REMOVAL OF EQUIPMENT AND MATERIALS.

In the case of termination of this Contract before completion, from any cause whatsoever, Contractor, if notified to do so by Owner, shall promptly remove any part or all of its equipment, materials and supplies from the property of Owner, failing which Owner shall have the right to remove such equipment, materials and supplies at the expense of Contractor.

GC 59 WARRANTY.

Contractor shall warrant that all materials and equipment included in the work will be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. Contractor warrants all equipment, materials and labor furnished against defect in design, materials and workmanship for a period of twelve (12) months from Final Payment, unless longer warranties are provided in the Contract Documents in which case the longer period prevails. Contractor shall collect, assign and deliver to Owner any specific written warranties given by others as required by the Contract Documents. Notwithstanding any provisions in the Contract Documents to the contrary, this express warranty shall commence on the date Owner obtains the final certificate of occupancy for the Project (or equivalent). Contractor shall conduct, at its expense, with Owner and Engineer, a warranty inspection prior to expiration of the warranty period(s). Upon receipt of Notice from Owner of failure of any part of the guaranteed equipment or materials during the guarantee period, the defective equipment parts or materials shall be replaced promptly with new equipment parts (or new equipment) and materials by Contractor, at no expense to Owner.

GC 60 ROYALTIES AND PATENTS.

Contractor shall pay for all royalties and license fees. Contractor indemnifies and shall defend and hold Owner and its representatives harmless from and against all claims, obligations, losses, costs, damages and expenses, including attorney fees in connection with any claims or actions based upon infringement of any patent arising out of the use of any materials or equipment or processes furnished or employed by Contractor under the Contract.

GC 61 VERBAL AGREEMENTS.

No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. All Contract amendments or change orders shall be written and executed by both Owner and Contractor.

GC 62 MISCELLANEOUS TERMS.

GC 62.1 Headings. The headings contained in these General Terms and Conditions are provided for convenience only.

GC 62.2 Integration. This Contract constitutes the entire agreement between Contractor and Owner and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. The Invitation to Bid and its terms and conditions are incorporated herein and made a part of this Contract. No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

GC 62.3 Severability. The invalidity, illegality or unenforceability of any provision of the Contract shall not affect the validity, legality or enforceability or any other provision of the Contract and the Contract shall be construed and enforced in all respects as if the invalid, illegal or unenforceable provision is not contained herein.

GC 62.4 Assignment. Contractor shall not assign the Contract as a whole or in part without the written consent of Owner, nor shall Contractor assign any monies due or to become due to him hereunder without the previous written consent of Owner and its surety. Assigning the Contract shall not relieve Contractor or his surety from any contract obligations.

GC 62.5 Specific Waiver. Any waiver issued by Owner of any provision of the Contract Documents shall only be effective if issued in writing by Owner and shall be specific, shall apply only to the particular matter concerned, and shall not apply to other similar or dissimilar matters. Either party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in the Contract shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, agreement or undertaking at any time in the future.

GC 62.6 Public Entity Crimes. By executing a Contract with Owner, Contractor certifies, in accordance with F.S. 287.133, that Contractor, its affiliates, suppliers, subcontractors and consultants who will perform under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date of the Invitation to Bid.

GC 62.7 Compliance with Laws. Contractor shall comply with all applicable City, State and Federal laws relating to the provision of services under this Contract, now or hereafter in effect. Contractor shall comply with all applicable City, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect. It shall not be grounds for a change order that Contractor failed to investigate the codes and regulations of all applicable government agencies with jurisdiction over the work.

GC 62.8 Small Business Requirements. Contractor shall comply with the City of West Palm Beach's Small Business Ordinance set forth in Chapter 66 of the City Code, which is incorporated herein by reference. Contractor shall comply with the small business commitment contained in Contractor's Bid. Contractor shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the Owner to inspect and audit such records.

GC 62.9 No Solicitation. Contractor has not employed or retained any person employed by Owner to solicit or secure the Contract and it has not offered to pay, paid, or agreed to pay any person employed by Owner any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

GC 62.10 Non-Collusion. Contractor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other bidders or contractors. (F.S. 838.22).

GC 62.11 Equal Employment Opportunity: Non-Discrimination. Contractor will not discriminate against any employee or an applicant for employment because of race, color, religion, sex, natural origin, age, familial status, marital status or handicap.

GC 62.12 Apprentices. If Contractor employs apprentices on the project, the behavior of Contractor and Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. Contractor will include a provision similar to the foregoing sentence in each subcontract.

GC 62.13 Unauthorized Aliens/Patriot's Act. The knowing employment by Contractor or its subcontractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of the Contract. In the event that the Contractor is notified or becomes aware of such default, the Contractor shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Contractor's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the Contract. Contractor shall take all commercially reasonable precautions to ensure that it and its sub-contractors do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act"). Contractor represents it is not a Prohibited Person. Contractor does not: (i) to the knowledge of Contractor, conduct any business, engage in any transaction, or otherwise deal with any Prohibited Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal in or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the Patriot Act. "Prohibited Person" means: (i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order"); (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom any party, as the case may be, is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering Law, including the Executive Order and the Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tlstdn.pdf> or at any replacement website or other replacement official publication of such list; or (vi) a person or entity who is affiliated with a person or entity listed above

GC 62.14 Right to Audit. Contractor shall maintain adequate records of the services for at least three (3) years from project occupancy. Owner, during Contractor's business hours and with at least 24 hours prior notice to Contractor, shall have the right to audit Contractor's books and records, at Owner's expense, with regard to the accounts and services provided to or on behalf of Owner hereunder to ensure that all aspects of the Contract are being met. Failure by Contractor to permit such audit shall be cause for termination of this Agreement by Owner.

GC 62.15 Independent Contractor. Contractor represents that it is properly experienced, licensed, equipped and financed to perform the work. Contractor acknowledges and agrees that it is an independent contractor of Owner and is not an employee of Owner and shall maintain control over its employees, subcontractors and work methods. Contractor more specifically acknowledges that it: will not be eligible to participate in any employee benefit maintained by Owner; will not be covered by Owner's

workers' compensation insurance; and will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by Owner to Contractor hereunder.

GC 62.16 Availability of Funds. The obligations of the Owner under this Contract are subject to the availability of funds lawfully appropriated for its purpose.

GC 62.17 Litigation. In the event suit is filed to construe or enforce this Agreement, each party in such suit shall bear its own costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs through trial and appeal. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

GC 62.18 Governing Law; Venue. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. Owner and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida seated in Palm Beach County. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*.

GC 62.19 Notices. All written notices and other communications required or provided for under this Contract shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or hand delivered to the following address and person bearing the following title for each party hereto or such other addressee or person as shall be designated by a party in a written notice given in the manner required hereby:

to Owner: City of West Palm Beach
Attn.: Engineering Services Director
401 Clematis Street, 4th Floor
West Palm Beach, FL 33401

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

GC 62.20 Taxes. Contractor shall pay all taxes, duties and assessments imposed by law and applicable to the Contract. Contractor is not entitled to Owner's tax exempt status and shall pay all sales taxes. The Contract price shall include all taxes.

GC 62.21 Public Records. Contractor shall comply with Chapter 119, Florida Statutes, regarding access to public records. Failure of compliance may be cause for termination by Owner.

* * *



City of West Palm Beach

S A M P L E

PUBLIC CONSTRUCTION BOND FRONT PAGE

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

Bond Number: _____

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

Project Title: Clematis Street and Quadrilla Boulevard Streetscape

Bid No. ITB 10-11-26

Contractor Name: _____

Contractor's Principal Business Address: _____

Contractor's Telephone Number: _____

Surety Name: _____

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



City of West Palm Beach, Florida

S A M P L E

PUBLIC CONSTRUCTION BOND

Bond No. _____

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____ between Principal and Owner, the contract and all contract documents being made a part of this Bond by reference at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this Bond is void, otherwise it remains in full force.

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

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

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

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorneys' fees, engineering and architectural fees or other professional service which the Owner may incur or which may accrue or be imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of its sub-contractors, agents, servants and/or employees, in, about or on account of the work and performance of the contract by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs

it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or any changes do not affect Surety's obligation under this Bond.

This Bond shall remain in full force and effect through the warranty period provided in the contract documents.

Dated on: _____

*(If sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).*

WITNESS:

PRINCIPAL:

Corporate Secretary or Witness

Firm/Corporate Name

Signature of Authorized Officer

Title: _____

(affix corporate seal)

Business Address

City State Zip

SURETY:

Corporate Surety

By: _____
Attorney-in-Fact

Business Address

City State

(affix corporate seal)

(Power of Attorney must be attached)



THE CITY OF WEST PALM BEACH

PARTIAL RELEASE OF LIEN-Contractor

The undersigned lienor, in consideration of the partial payment in the amount of \$_____ hereby waives and releases its lien and right to claim a lien of labor, services or materials furnished from _____, 20 ____ through _____, 20 ____:
(Insert date) (Insert date)

On the job of THE CITY OF WEST PALM BEACH for the construction of:

Sealed Bid/Project No. _____

Project Name _____

This release does not cover any retention of labor, services, or materials furnished after the date specified.

Dated on _____, 20 ____

Lienor's Name: _____ (SEAL)
(company name)

Signed By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

Sworn to and subscribed before me this ____ day of _____, 20____, a Notary Public appeared _____ of _____ who acknowledged that he/she executed the above PARTIAL RELEASE OF LIEN on behalf of the Corporation and its free act deed.

Signature of Notary Public

Print, Type, or Stamp Name of Notary

Personally Known _____

Produced Identification _____

Type of Identification Produced _____



THE CITY OF WEST PALM BEACH

PARTIAL RELEASE OF LIEN-Subcontractor

The undersigned lienor, in consideration of the partial payment in the amount of \$_____ hereby waives and releases its lien and right to claim a lien of labor, services or materials furnished from _____, 20____ through _____, 20____ to:
(Insert date) (Insert date)

Contractor Company Name

On the job of THE CITY OF WEST PALM BEACH for the construction of:

Sealed Bid/Project No. _____

Project Name _____

This release does not cover any retention of labor, services, or materials furnished after the date specified.

Dated on _____, 20____

Lienor's Name: _____ (SEAL)
(company name)

Signed By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

Sworn to and subscribed before me this ____ day of _____, 20____, a Notary Public appeared _____ of _____ who acknowledged that he/she executed the above PARTIAL RELEASE OF LIEN on behalf of the Corporation and its free act deed.

Signature of Notary Public

Print, Type, or Stamp Name of Notary

Personally Known _____

Produced Identification _____

Type of Identification Produced _____



THE CITY OF WEST PALM BEACH
FINAL RELEASE OF LIEN- Subcontractor

KNOW ALL MEN BY THESE PRESENTS, that

(company name)

for and in consideration of

Dollars (\$)
(total amount of contract)

paid to me/us by, the contractor for the City of West Palm Beach, Florida, on the project listed below, receipt of which is hereby acknowledged, do hereby release and waive all liens, lien rights, claims or demands for labor, services or materials of any kind whatsoever which I/we now have or might have against the property, building, and/or for any incidental expense for the construction of

(project number) (project name)

(property address)

thereon or in otherwise improving said property.

The undersigned acknowledges that, under Florida law, the contractor, owner and other parties have a right to rely upon this waiver and release and that making any false statements shall constitute perjury and punishment can be made in accordance with the provisions of the law.

IN WITNESS WHEREOF I have hereunto set my hand and seal this day of , 20.

(company name)

WITNESS:

By

Print Name:

Title

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

The foregoing Release was acknowledged before me this day of , 20 by , who is personally known to me or produced as identification and who did not take an oath.

(Seal)

Notary Public
Commission Number



THE CITY OF WEST PALM BEACH
FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that

(company name)

for and in consideration of

Dollars (\$) (total amount of contract)

paid to me/us by the City of West Palm Beach, Florida, receipt of which is hereby acknowledged, do hereby release and quit claim to the City of West Palm Beach, Florida, the Owner, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever which I/we now have or might have against the property, building, and/or for any incidental expense for the construction of

(project number) (project name)

(property address)

thereon or in otherwise improving said property.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ___ day of ___, 20__.

(SEAL) (company name)

By (name)

WITNESS:

Title

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

The foregoing instrument was acknowledged before me this ___ day of ___, 20__ by ___, who is personally known to me or who has produced ___ as identification and who did (did not) take an oath.

Notary (print & sign name)

Commission Number



SAMPLE

City of West Palm Beach

CONSTRUCTION CONTRACT

Bid No. _____
Project: _____
Contract No. _____
Requisition No. _____

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

WHEREAS, the Owner caused to be prepared specification, drawings and other contract documents for certain work and issued an Invitation to Bid for the above-described project; and

WHEREAS, the Contractor submitted its Bid in response; and

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

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

1. **SCOPE OF WORK.** The Contractor shall furnish all necessary labor, materials, equipment and supplies, and shall execute and complete in a good and workmanlike manner, all work shown on the technical specifications and drawings for the Project prepared by _____, dated _____, project number _____ (the "Contract Drawings"), for the _____ (the "Project"), which work is described in more detail in the Scope of Work detailed in the Invitation to Bid (the "work"). The work shall include the items described in the Base Bid (plus Alternates _____).

2. **CONTRACT PRICE.** The Owner agrees to pay the Contractor for the completion of all Work in accordance with the Contract Documents and Contractor's Schedule of Bid items and Bid. Owner and Contractor agree that the Contract Price shall include a contingency sum in the amount of _____ which shall be utilized in accordance with the General Conditions. Contractor will accept, as full compensation for completion of the Work, an amount not to exceed: _____ (the "Contract Price"), subject only to adjustment as provided in the General Conditions. Payments shall be made in accordance with the General Conditions.

3. **CONTRACT TIME.** Time of completion is of the essence of this Contract. Contractor shall proceed with the work and shall conform to the Project schedule. Work shall commence on the date of the Notice to Proceed issued by Owner, which Notice to Proceed shall become a part of and be incorporated into this Contract by this reference. Work shall be substantially completed within _____

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_____ (____) calendar days and fully completed within _____ (____) calendar days of the Notice to Proceed (the "Contract Time") with such extensions of time as are provided in the General Conditions.

4. LIQUIDATED DAMAGES. As of the date of this Contract, the actual damages Owner and the public may suffer as a result of the failure to complete the Work within the Contract Time are not ascertainable. If said Work is not substantially completed and then fully completed within the Contract Time, as may be adjusted, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty, the sum of _____ (\$_____) per calendar day for each and every day or part of a day thereafter that said work remains incomplete.

5. SPECIAL TERMS.

6. SMALL BUSINESS PROGRAM.

6.1 Compliance. Article IX of Chapter 66 of the City of West Palm Beach Code of Ordinances relating to the Small Business Program is incorporated in this Contract by this reference. The Contractor agrees to comply in all respects with its commitment to use the certified small businesses identified in Contractor's Bid in the manner and proportions set forth in the Bid. In the event that it is impossible or impracticable to engage or procure materials from one or more of the identified certified small businesses, the Contractor shall so notify the City's Small Business Division promptly in writing and shall thereafter ensure that that firm or firms are duly replaced by other certified small businesses unless written approval to the contrary is granted by the City.

6.2 Records. The Contractor agrees to maintain in an orderly fashion all relevant records and information that document its compliance with the Small Business Program and the utilization of and payment to certified small businesses under this Contract; and shall make said records available to the City for inspection during reasonable business hours. Copies of all contracts between the Contractor and firms engaged by it in connection herewith shall be submitted to the City upon the City's request.

7. CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, reviewed any design criteria furnished by Owner, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor deems both his inspection of the site and review of information furnished by Owner to be an adequate investigation. Contractor represents that the plans and specifications are consistent, practical, feasible and constructible within the scheduled construction time. Contractor affirmatively covenants that Contractor has observed no defects or discrepancies in the plans, specifications or site and that if during construction any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the Owner.

8. ETHICS. Contractor acknowledges, agrees and commits that it shall comply with all applicable state and city rules and regulations.

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9. CONTRACT DOCUMENTS. Contractor agrees to complete all work in accordance with the Contract Documents. The term "Contract" and or "Contract Documents" shall include all the terms and conditions and Project requirements contained in this Contract and the following documents, all of which taken together are incorporated herein and form the Contract Documents. For convenience sake, some of the documents may not be attached to this Contract, but the listed documents make up the Contract Documents, whether or not they are attached.

- a. Scope of Work
- b. Special Terms
- c. Contractor's Bid
- d. Schedule of Bid Items
- e. Substitution Sheet
- f. Schedule of Subcontractors
- g. Contractor License Verification Form
- h. List of References
- i. Affidavit of Prime Bidder
- j. Drug Free Certification
- k. Trench Safety Compliance Form,
- l. Bidder's Bond and Relating Power of Attorney and Surety Certificate
- m. Public Construction Bond and Related Power of Attorney and Surety Certificate
- n. Insurance Certificates and Risk Management Compliance Certificate
- o. General Conditions and Terms
- p. Lienors Paid in Full (Form) Affidavit
- q. Release of Lien (Form)
- r. Technical Specifications and Drawings

This Contract shall be executed in two (2) original sets by Owner and Contractor. The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties execute this Contract through their duly authorized representatives.

ATTEST:

CITY OF WEST PALM BEACH

By: _____
City Clerk

By: _____ S A M P L E _____
Mayor

Date: _____, 2011

CITY ATTORNEY'S OFFICE
Approved as to form
and legal sufficiency

By: _____
Date: _____

ATTEST:

Contractor:

By: _____
Corporate Secretary
Print Name: _____

By: _____ S A M P L E _____
Print Name: _____
Title: _____