

CONTRACT DOCUMENTS

R2023 0253

MAR 14 2023

FOR

CONSTRUCTION

OF

PAVEMENT MARKING

CONTINUING SERVICES

CONSTRUCTION CONTRACT

PALM BEACH COUNTY, FLORIDA

PROJECT NO. 2022056

PALM BEACH COUNTY, FLORIDA

**PROJECT NAME: PAVEMENT MARKING
CONTINUING SERVICES
CONSTRUCTION CONTRACT**

PROJECT NO.: 2022056

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ENGINEERING & PUBLIC WORKS
ROADWAY PRODUCTION DIVISION**

**Project Name: Pavement Marking Continuing Services Construction
Contract**

Project Number: 2022056

ADDENDUM NO. 1

Date of Issuance: September 30, 2022

Pre-Bid Meeting Date Changed to October 6, 2022

SPECIFICATIONS: Delete: B, C

Insert: B-A, C-A

It is required that **ADDENDUM NO. 1** be acknowledged in the space provided on the **PROPOSAL FORM**.

APPROVED BY: *

KoF

A handwritten signature in black ink, appearing to read "M. Rose", is written over a horizontal line.

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NOTICE TO BIDDERS

NOTICE TO BIDDERS

**A NON-MANDATORY PRE-BID MEETING WILL BE HELD
ON**

THURSDAY OCTOBER 6, 2022 AT 11:00 A.M.

**AT THE ENGINEERING & PUBLIC WORKS DEPARTMENT
IN THE THIRD FLOOR MAIN CONFERENCE ROOM (3W-12)**

LOCATED AT 2300 NORTH JOG ROAD

WEST PALM BEACH, FLORIDA, 33411-2745

**ATTENDANCE VIA TELECONFERENCE OPTION: CALL
(561) 776-2160
PIN: 903287**

IF THERE ARE ANY QUESTIONS CONCERNING THIS

MEETING,

PLEASE CONTACT THE OFFICE OF ROADWAY

PRODUCTION

AT (561) 684-4150

ADVERTISEMENT FOR BID

Sealed Bids will be received by the Board of County Commissioners, Palm Beach County, Florida, in the Office of Palm Beach County Engineering & Public Works Department, Roadway Production Division, located at 2300 North Jog Road, Third Floor Room 3W-33, West Palm Beach, Florida, 33411-2745, up to 2:00 P.M., local time, and opened in the Third Floor Conference Room (3W-12) on **Tuesday, October 18, 2022** for furnishing all Materials, labor, Equipment and supplies necessary for the Construction of:

PAVEMENT MARKING CONTINUING SERVICES CONSTRUCTION CONTRACT PALM BEACH COUNTY PROJECT NO. 2022056

All conditions and requirements for Bid submission, consideration, and award are contained in the Contract Documents, which are posted on the following Palm Beach County web site:

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

To review the Contract documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the Contract documents (Plans, Specifications, Excel Proposal Forms, check list "with required forms" and any other related documents).

Hard copy documents will be available at the Department for a non-refundable service fee of \$40. The Contractor shall contact Palm Beach County Roadway Production Division at (561) 684-4150 in advance to arrange for hard copies.

All Bids shall be submitted in accordance with the Bid documents, including but not limited to the General Provision Section 2 and accompanied by the documentation referenced therein.

The NON-MANDATORY Pre-Bid Meeting will be held on Thursday, October 6, 2022 at 11:00 A.M., in the Third Floor Main Conference Room (3W-12) in the Palm Beach County Building at 2300 North Jog Road, West Palm Beach, Florida. The pre-bid meeting may be attended via teleconference by calling (561) 776-2160 and entering PIN 903287 at the above listed date and time. Attendance at this pre-bid meeting is not mandatory but is highly recommended and strongly encouraged. To the extent you are unable to attend the pre-bid meeting, you may request and obtain an audio recording of the meeting by contacting Palm Beach County Roadway Production Division at (561) 684-4150.

The Board of County Commissioners reserves the right to reject any or all Bids. By order of the Board of County Commissioners, Palm Beach County, Florida.

ATTEST:
JOSEPH ABRUZZO, CLERK OF THE CIRCUIT COURT
& COMPTROLLER

DAVID RICKS, P.E., COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, a political
subdivision of the State of Florida, by and
through its Board of County Commissioners

BY: Robert S. Weinroth, Mayor

PUBLISH: PALM BEACH POST
SUNDAY: September 18, 2022
SUNDAY: September 25, 2022

SUBMITTALS REQUESTED WITH BID

At a minimum, submit

One (1) original package containing the following:

(see contract documents to determine if other requirements apply)

- _____ EBO Schedule 1 (page EBO-1) *Ensure all team members are listed*
- _____ EBO Schedules 2 (page EBO-2) *Submit a Schedule 2 for all team members*
- _____ All Proposal Pages (P pages)
- _____ Signed Contractor's Certification (last P page)
- _____ Signed/Sealed Local Preference (page LP-2)
with Copy of Bidder's Palm Beach County Tax Receipt (if eligible)
- _____ Signed/Sealed Living Wage (pages LW-2, LW-3, LW-4)
- _____ Scrutinized Companies (page SC-1)
- _____ Bid Bond forms (pages BB-1, BB-2)
with Acknowledged/Sealed Bid Bond/Power of Attorney
- _____ Certificate of Resolution (page CC-1)
- _____ Copy of Firm's Active License to Conduct Business in the State of Florida
- _____ Certification of Sublet Work (page SW-1)
- _____ FDOT Pre-Qualification Letter or Similar Projects Listing
(see General Provisions Section 2-1)

**Please do not staple
or permanently bind
the bid documents.**

INSTRUCTIONS TO BIDDERS

Prospective Bidders are hereby advised that Division I of the FDOT Standard Specifications for Road and Bridge Construction July 2021 (and as amended herein) (Specifications) shall serve as instructions to Bidders along with the following:

1. Continuing Services Construction Contract on a Work Order Basis
2. Addenda – Changes while Bidding
3. Pre-Bid Site Inspection and NON-MANDATORY Pre-Bid Meeting
4. Laws Affecting Public Work
5. Power of Attorney
6. Equal Business Opportunity (EBO) Program
7. Incentives
8. VSS Registration Required
9. Posting of Bid Tabulations

1. CONTINUING SERVICES CONSTRUCTION CONTRACT ON A WORK ORDER BASIS

See Contract Provisions for:

- **Continuing Services Construction Contract Intent:** *See Special Provisions Item #1*
- **Contract Expiration/Extension:** *See Special Provisions Item #3*
- **Method of Ordering Work:** *See Special Provisions Item #4*
- **Prosecution of the Work:** *See Special Provisions Item #5*
- **Spending Limit/Contract Amount:** *See Contract Page C-1*
- **Bond Requirements:** *See General Provisions Section 3-5*

2. ADDENDA – CHANGES WHILE BIDDING: No interpretation of the meaning of the Plans, Specifications or other Contract Documents will be made to any Bidder orally. Every Request for Information (RFI) is preferred to be submitted to the Director, Palm Beach County Roadway Production Division via electronic mail (e-mail) to email address:

ENG-RoadwayBids@pbcgov.org

RFI's may also be mailed or faxed to the Director at the following: 2300 N. Jog Road, Suite #3W-33, West Palm Beach, Florida, 33411-2745. Fax: 561-684-4166. For the RFI to be given consideration, it must be submitted at least five (5) Working Days prior to the date and time fixed for the opening of Bids.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be posted on the following URL: <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>

up to seventy-two (72) hours prior to the date and time fixed for the opening of Bids. The exceptions to this notification period shall be that of an Addenda whose content is limited to the listing of additional approved manufacturers and substitutions, or one which contains minor clarifications or changes, which shall be issued up to 24 hours prior to the date fixed for the

INSTRUCTIONS TO BIDDERS

Contract Letting. The request for Bids may be withdrawn, or the date for receipt of Bids may be postponed, at any time prior to the bid opening.

The Bidder shall acknowledge and certify receipt of all addenda by completing the Proposal Form page. Copies of Addenda will also be made available for inspection at the Department where Bidding Documents are on file for that purpose. Failure of any Bidder to receive any such Addenda of interpretation shall not relieve any Bidder from any obligation under the Bid as submitted. All addenda so issued shall, ultimately, become part of the Contract Documents.

3. PRE-BID SITE INSPECTION AND NON-MANDATORY PRE-BID MEETING

SITE INSPECTION – This is a countywide continuing services construction contract on a work order basis. The sites for the work orders are to be determined as the need arises. Therefore no Department sponsored Pre-Bid Inspection Meeting will be held for this Contract.

NON-MANDATORY PRE-BID MEETING – See Notice to Bidders.

4. LAWS AFFECTING PUBLIC WORK: Bidders shall be familiar with the various Federal, State and Local Laws affecting the prosecution of the Work. As outlined in Section 2-11 of the Specifications, Palm Beach County (County) Administrative Code Section 305.02 & 402.00, and the Purchasing Ordinance (Palm Beach County Code, Chapter 2, Article III, Division 2, Part A), the County is responsible to assure the qualifications of any or all prospective Contractors.

5. POWER OF ATTORNEY: Attorneys-in-fact who sign Proposal Guaranties and Contract Bonds must file with such bond a certified copy of their power of attorney to sign said bonds.

6. EQUAL BUSINESS OPPORTUNITY PROGRAM

Please note that all forms related to the Equal Business Opportunity (EBO) Program, including waiver forms and good faith effort documentation can be found at:
<https://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>.

6.1 - Definitions The following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, “any” includes “all,” “and” includes “or.” Capitalized terms are defined as set forth in the EBO Ordinance, and in the Contract.

6.1.1 - “**Prime**” and “**prime consultant**” mean, refer, and relate to “**Prime Contractor**,” as defined in the EBO Ordinance, and to “**Consultant**,” as defined in the Contract, and as applicable.

INSTRUCTIONS TO BIDDER

6.1.2 - “**Solicitation**” and “**solicit**” mean, refer, and relate to Advertisement for Proposals.

6.1.3 - “**Proposer**” shall mean “**Bidder**”

6.1.4 - “**Proposal**” shall mean “**Bid**” as defined in the EBO Ordinance.

6.1.5 – “**Subcontractor**” shall mean “**Subconsultant**” as applicable.

6.2 - Policy

It is the policy of Palm Beach County’s Board of County Commissioners that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the Department’s procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Department’s Board of County Commissioners adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the Department’s requirements for the EBO Program, and is incorporated herein and made part of this Contract. The Contractor must comply with the requirements contained in this section for the Contractor to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict. Failure to comply with the EBO Ordinance may result in any of the penalties listed in section 6.9.

6.3 - Application of S/M/WBE Goals through Affirmative Procurement Initiatives (APIs)

The Contractor must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein, including Advertisement for Bid, and the specifications set forth in Contractor’s response, which are both incorporated herein by reference. Failure to comply with this Section is a material breach of this Contract. The Bidder is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

6.3.1 - Application of API(s)

The API approved for this solicitation, including any applicable S/M/WBE goals is:

SBE Subcontracting Program (EBO Ordinance Section 2.80.27(1)(c))

A 20% SBE subcontracting participation goal is established for this Contract.

A minimum mandatory goal of 20% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or Subcontractor firms.

INSTRUCTIONS TO BIDDERS

Any bid that fails to comply with the API requirements included in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive to the solicitation requirements.

6.3.2 - API Waiver Requests

If The Contractor is unable to comply with the API(s) requirements as set forth in this solicitation, the Contractor shall submit a request for a waiver or partial waiver at least seven (7) business days prior to the bid due date as stated in the solicitation. If the Contractor requests a waiver from an API requirement from the Office of Equal Business Opportunity (OEBO) at least seven (7) business days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended. After submission of a bid, if The Contractor, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then The Contractor must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, as defined below, the Contractor is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Contractor's inability to meet the goal requirement. In the event the Contractor is found not to have performed Good Faith Efforts, as defined below, in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in the EBO Ordinance may be applied.

6.3.3 - Good Faith Efforts

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts, as defined below, were undertaken by The Contractor to comply with the requirements as described under the selected API. The Good Faith Effort waiver request with instructions for submission to the OEBO, is located on the EBO website at <https://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. The OEBO shall review a waiver request within seven (7) business days of receipt. The bid due date will be extended during this review period. If the OEBO determines that adequate Good Faith Efforts, as defined below, have been demonstrated by the Contractor to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the Department in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the OEBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts, as defined below, were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the

INSTRUCTIONS TO BIDDERS

Bidder shall have the right to request reconsideration of the adverse decision by the Director OEBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the OEBO Director's reconsideration and Special Master appeal process, if requested.

6.3.4 - Documentation Required for Good Faith Efforts

Documentation means documentation of the Bidder's intent to comply with the applicable API(s), including, but not limited to, the following:

- documentation as stated in the solicitation reflecting the Bidder's commitment to comply with S/M/WBE goals as established by the OEBO for a particular contract; or
- documentation of efforts made toward achieving EBO program goals
 - solicitations of bids/proposals/qualification statements from all qualified S/M/WBE firms listed in the OEBO's directory of certified S/M/WBE firms;
 - correspondence from qualified S/M/WBE firms documenting their unavailability to perform S/M/WBE contracts;
 - documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for S/M/WBE firms;
 - documentation of a Prime Consultant's posting of a bond covering the work of S/M/WBE subcontractors;
 - documentation of efforts to assist S/M/WBE firms with obtaining financing, bonding or insurance required by the Bidder; and
 - documentation of consultations with trade associations and contractors that represent the interests of S/M/WBEs in order to identify qualified and available S/M/WBE subcontractors.

Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the OEBO.

6.4 - Proposal Submission Documentation

S/M/WBE bidders, proposing as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractors, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidder's own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE bidder intends to perform 100% of the work with their own workforce.

6.4.1 - S/M/WBE Participation. Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid with the subcontractors contained

INSTRUCTIONS TO BIDDERS

on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the Department to substantiate participation.

6.4.2 - Bidders are required to submit Schedules 1 and 2 with their bid in order to be deemed responsive to this solicitation. Subcontractor documentation shall be submitted as follows:

6.4.2.1 - Schedule 1 - List of Proposed Subcontractors

A completed Schedule 1 submitted by the prime shall list the names of all subcontractors intended to be used in performance of the Contract, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Contractor is performing all or any portion of this Contract with their work force.

6.4.2.2 - Schedule 2 - Letter of Intent

A completed Schedule 2 is a binding document between the Contractor and a subcontractor (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Contractor and by the proposed subcontractor. If the Contractor is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any subcontractor intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the subcontractor on this form. All named subcontractors on this form must also complete and submit a separate Schedule 2. The Contractor may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Contractor submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or bid may be attached with a signed Schedule 2.

6.4.2.3 – Schedule Submittals

6.4.2.3.1 - Failure to submit a properly executed Schedule 1 and Schedule 2 will result in a bid being rejected as non-responsive to the solicitation.

6.4.2.3.2 - In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

INSTRUCTIONS TO BIDDERS

6.4.2.3.3 - In the event of mathematical error(s), the unit price, if available, shall prevail and the prime's total offer shall be corrected accordingly.

6.4.3 - The Department reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

6.5 - S/M/WBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at <https://discover.pbcgov.org/oebo/Pages/Vendor-Directory.aspx> to verify S/M/WBE certification status. Firms must continue to recertify during the life of the Contract as the Department may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

6.6 - Counting S/M/WBE Participation

Once a business is determined to be an eligible S/M/WBE according to the County certification procedures, the Contractor may count toward its goals only that portion of the total dollar value of a contract performed by the S/M/WBE. Prior to issuance of this solicitation, the total dollar value of a contract will be determined by the Department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts, as defined in the EBO Ordinance.

6.6.1 - Certified S/M/WBE participation will only count toward the established goal in a business category in which it does not exceed the size standard.

6.6.2 - The Contractor may count toward the established API a portion of the total dollar value of a contract with a joint venture, based on the clearly defined portion of the work to be performed by the certified S/M/WBE of the joint venture.

6.6.3 - The Contractor may count toward the established API the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

INSTRUCTIONS TO BIDDERS

6.6.4 - The Contractor may count sixty percent (60%) of its expenditure to S/M/WBE suppliers / distributors that are not manufacturers toward the established goal.

6.6.5 - The Contractor may count toward the established goal, second and third tiered certified S/M/WBEs, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE.

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

6.6.7 - The Contractor may only count towards the established goal the goods and services in which the S/M/WBE subcontractor is certified and performs with their work force.

6.7 - Responsibilities After Contract Award

6.7.1 - Schedule 3- Subcontractor Activity Form

The Contractor shall submit a completed Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor has provided services during the period in which the Prime is requesting payment. This form shall contain the names of all subcontractors, and specify the contracted dollar amount; approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors with their starting date.

6.7.2 - Schedule 4- Payment Certification Form

A fully executed Schedule 4 shall be submitted for each subcontractor after receipt of payment from the Contractor. The Contractor shall submit this form with each payment application or invoice submitted to the Department when the Department has paid the Contractor on the previous payment application for services provided by a subcontractor. If any subcontractor intends to disburse funds associated with this payment to another subcontractor for labor provided on this Contract, the amount and name of the subcontractor shall be listed on this form. All named subcontractors on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Contractor is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Contractor for services performed by its own workforce. All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Respondents or bidders agree to provide any additional information requested by the Department to substantiate participation.

INSTRUCTIONS TO BIDDER

6.7.3 - The successful CONSULTANT shall submit a Subcontractor Activity Form (Schedule 3) and Payment Certification Forms (Schedule 4) with each payment application or as otherwise required by EBO. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Contractor and the Payment Certification Forms (Schedule 4) are to be executed by the subcontractor to verify receipt of payment.

6.7.4 - Upon letter notification by the Department that the EBO payment portal/tracking system is available for use, the Contractor is required to input all subcontractor payment information directly into the EBO payment portal prior to submitting a payment application.

6.7.5 - Post Proposal Waiver Request. After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth herein may be imposed by the EBO Office.

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

6.8 - S/M/WBE Substitutions - Contractor must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the Department.

6.8.1 - After Contract award, the Contractor will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The Contractor will only be permitted to modify the scope of work or price of an S/M/WBE listed at bid opening or date/time for

INSTRUCTIONS TO BIDDERS

submission of the response to the solicitation as a result of the Department's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid.

6.8.2 - All requests for modifications or substitutions shall be submitted to the Department's Office of EBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the Contractor shall submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution. A detailed quote or bid may be attached with a properly executed Schedule 2.

6.9 - EBO Program Compliance- Penalties

6.9.1 - Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the Department's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of Palm Beach County contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Proposal, which utilization plan forms a part of any resulting Contract.

6.9.2 - The Office of EBO has the right to review Contractor's records and interview Subcontractors. The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder as are reasonably necessary to determine compliance with the EBO Ordinance requirements.

6.9.2.1 - Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance.

6.9.2.2 - If the Contractor does not resolve the non-compliance within fifteen (15) calendar days of receipt of written notice of non-compliance, then upon recommendation of sanctions by the Director of EBO or designee in consultation with the Department regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

- Suspension of Contract;
- Withholding of funds;

INSTRUCTIONS TO BIDDER

- Termination of Contract based upon a material breach of Contract pertaining to EBO Program compliance;
- Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the Department for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

6.10 – Payments to Subcontractors

6.10.1 - Contractor shall pay subcontractors undisputed amounts within ten (10) days after Department pays the Contractor. In the event of a disputed invoice, the Contractor shall send the subcontractor(s) and Department a written notice of the dispute within five (5) days after receipt of the subject invoice.

6.10.2 - The Contractor agrees to pay its subcontractors in compliance with the Florida Prompt Payment Act. In the event Contractor fails to comply with payments(s) to its subcontractors in accordance with the Florida Prompt Payment Act, Contractor shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the Department, or any other applicable law.

7. INCENTIVES

Apprentice Incentive

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

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

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

INSTRUCTIONS TO BIDDER

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

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

Glades Resident Incentive

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

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

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

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

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

INSTRUCTIONS TO BIDDER

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

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

8. VSS REGISTRATION REQUIRED: Prior to Contract award or renewal (Award), Contractor must register in the County's Vendor Self Service (VSS) at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If Contractor intends to use subcontractors, Contractor must also ensure that all subcontractors are registered as vendors in VSS prior to Contract Award. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize Contract Award until Contractor has certified that the Contractor and all of its subcontractors are registered in VSS.

9. POSTING OF BID TABULATIONS: Recommended award will be posted for review by interested parties at the Engineering & Public Works Department located at 2300 N. Jog Rd., Suite #3W-33, West Palm Beach, Florida, 33411-2745, Florida, and will remain posted for a period of at least seventy-two (72) hours prior to approval by the Board of County Commissioners. Failure to file a protest to the Director of Purchasing Department within the time prescribed in the County Purchasing Ordinance shall constitute a waiver of proceedings under the referenced County Ordinance.

SPECIAL PROVISIONS

1. Continuing Services Construction Contract on a Work Order Basis
2. Award
3. Expiration/Extension
4. Method of Ordering (Work Orders)
5. Prosecution of the Work
6. Commercial Non-Discrimination
7. Palm Beach County Office of the Inspector General
8. Public Entity Crimes
9. Chapter 119, F.S. Public Records
10. Subletting or Assigning Contracts
11. Non-Collusion
12. Conflict of Interest
13. E-Verify
14. Counterparts
15. Bond Waiver Program
16. Additional Insured Parties
17. Use of Patented Processes, Etc.
18. Daily Reports
19. Price/Delivery/Acceptance
20. Local Government Prompt Payment Act
21. Basis of Payment
22. Utilities Contacts
23. Maintenance of Traffic
24. School Zone
25. Limits of Construction
26. Restoration Agreements
27. Permit Completion Certifications
28. National Pollutant Discharge Elimination System (NPDES) Compliance
29. Construction Impacts to Bus Operations
30. Regulated Substance Use Requirements
31. Unit Prices
32. Contingent Items
33. Clearing and Grubbing
34. Subsoil Excavation
35. Embankment
36. Premium for Conflict Conditions
37. Pipe Culverts
38. Pipe Culverts (Storm Sewer Pumping & Cleaning)
39. Storm Sewer System Pipe Plugs
40. Final Pipe Inspection
41. Video Report
42. Gravity Wall Construction
43. Irrigation System within Restoration Agreement Areas
44. Color Treated and Stamped Concrete
45. Engraving of Curb Face
46. Guardrail & Special Safety Pipe Rail
47. Planting Standards
48. Resetting Fence
49. Record Drawings (Roadway)
50. Record Drawings and Documents (Bridge)
51. Dynamic Load Test Support
52. Project Videos and Photographs
53. Waiver of Jury Trial
54. Additional Reporting
55. Detail for Installation of Median Irrigation Sleeves for Thoroughfare Roads
56. Supplemental Concrete at Drainage Structure Top Detail
57. Price Adjustment Calculations

SPECIAL PROVISIONS

1. CONTINUING SERVICES CONSTRUCTION CONTRACT ON A WORK ORDER

BASIS: The intent of this Contract is to award a Contract to a Contractor(s) to perform Work on a Work Order basis. Work Orders shall be issued on an “as needed” basis. See Special Provisions for Method of Ordering Work. The line items in the Proposal pages are intended to set unit prices for the Work Orders. No Work Orders are guaranteed as part of this Contract. The total value of Work Orders issued under this Contract shall not exceed the amount listed on page C-1 of this document, however, this may be increased by mutual agreement between the Contractor and Palm Beach County via a Contract Amendment.

2. AWARD: As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) on an item-by-item basis, or an all-or-none basis. See General Provision 3-2.1.

3. EXPIRATION/EXTENSION: The Contract expires eighteen (18) months from the date of Board approval. The Contract period may be extended for a defined period of time, not to exceed thirty-six (36) months total Contract Time.

Option for extension and other Contract deviations will only be exercised upon mutual written agreement through a Board approved Contract Amendment, while adhering to all other original terms, conditions and unit prices of the Contract.

4. METHOD OF ORDERING (WORK ORDERS): The Department(s) will issue Work Orders on an “as needed” basis. The Department has no obligation to issue any Work under this Contract to any Contractor. All terms and conditions of the Bid are applicable. The individual Work Orders will specify the Work to be performed, its location, a not-to-exceed cost (based on the Contract unit prices), and a schedule for performance. The Contractor will be sent a Work Order for signature. Within five (5) Working Days of receipt, the Contractor shall sign and return the Work Order along with all applicable OEBO schedules. Then each Work Order will be executed (signed) by the authorized Department representative and notice to commence will be sent to the Contractor. If the Contractor fails to sign the Work Order within the required time, the Work Order will be signed by only the authorized Department representative and will serve as the fully executed Work Order and notice to commence will be sent to the Contractor. The Contractor’s failure to sign a Work Order within five (5) Working Days does not prevent execution of the Work Order (which is solely by signature of the authorized Department representative), and all Work Orders must be performed upon notice to commence.

Upon completion of the Work Order task, the Contractor will submit an individual invoice, a copy of the original Work Order, the appropriately completed SBE-M/WBE participation forms referenced in Item 7 of the SBE-M/WBE Program section of this Contract, a Contractor’s affidavit, and consent of Surety.

Contractor shall comply will all requirements in the Contract Documents for obtaining final payment. Final payment of a Work Order does not terminate the Contract or extinguish the Surety’s obligations under the Contract.

SPECIAL PROVISIONS

The Contractor will receive progress payments based on submitted invoices. The payment amount will be based on the Work done and accepted. No retainage is withheld.

5. PROSECUTION OF THE WORK: The Contractor will be required to maintain within Palm Beach County, at all times while this Contract is in effect, the Equipment necessary to properly carry out the provisions of these Specifications. After receiving notice to commence with the Work for a particular Work Order, the Contractor shall commence promptly within five (5) Working Days. The Contractor shall efficiently prosecute the Work with adequate personnel and Equipment until completion, which shall be within 30 Calendar Days, or as specified in the Work Order. Failure to comply with either time requirement shall result in Liquidated Damages, assessed on a Work Order basis and in the amounts shown in Section 8-10.2 of the Standard Specifications.

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

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

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

7. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL: Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Department contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect

SPECIAL PROVISIONS

the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

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

8. PUBLIC ENTITY CRIMES: In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit Bids, Contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Palm Beach County) in excess of Twenty five Thousand dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

As provided in F.S. 287.132-133, by entering into this Contract or performing any Work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287-133(3)(a).

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

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

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

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9. CHAPTER 119, F.S. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.070 I, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the Department as provided under Section 119.011(2) F.S., the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Contractor is specifically required to:

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

Failure of the Contractor to comply with the requirements of this Article shall be a material breach of this Contract. The Department shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of State law applicable to public records not specifically set forth herein.

SPECIAL PROVISIONS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Records Request, Palm Beach County Public Affairs Dept.
301 N. Olive Avenue
West Palm Beach, FL 33401
By email at: RECORDSREQUEST@PBCGOV.ORG
Or by Telephone at: 561-355-6680**

10. SUBLETTING OR ASSIGNING CONTRACTS: All awards will be made with the understanding that the Work awarded will be performed by the Contractor to whom the award is made, with the assistance of workers, under the Contractor's immediate supervision, and the Contract shall not be sublet, conveyed, transferred or assigned to another Contractor except with the consent of the Department. In no event will the Contractor be released from responsibility. Contractor shall perform not less than 40% of the total Contract amount with its own organization.

11. NON-COLLUSION: Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same Materials, services, supplies, or Equipment and is in all respects fair and without collusion or fraud. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of Materials, discontinuation of services, removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

12. CONFLICT OF INTEREST: The award is subject to the provisions of the applicable Federal laws, rules and regulations, the Florida Statutes and the Department's ordinances and resolutions. All Bidders must disclose with their Bid the name of any officer, director, or agent of their firm who is also an employee of the Department.

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

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The Contractor shall promptly notify the Department's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the Department as to whether the association, interest or circumstance would, in the opinion of the Department, constitute a conflict of interest if entered into by the Contractor. The Department agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Department, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Department shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Department by the Contractor under the terms of this Contract.

Further, all Bidders must disclose the name of any Department employee who owns, directly or indirectly, an interest of ten percent or more in the Bidder's firm or any of its branches.

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

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

The Department shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If the Department has a good faith belief that Contractor's subcontractors has knowingly violated section 448.09(1), Florida Statutes, as may be amended, the Department shall notify Contractor to terminate its contract with the subcontractors and Contractor shall immediately terminate its contract with the subcontractors. If the Department terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by the Department for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by the Department as a result of the termination.

14. COUNTERPARTS: This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same

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Contract. The Department may execute the Contract through electronic or manual means. Contractor shall execute by manual means only, unless the Department provides otherwise.

15. BOND WAIVER PROGRAM: A Bid Bond is not required for bids of less than \$50,000 and will be waived for all other bids of less than \$200,000 if the Bidder is going to participate in the Bond Waiver Program, provided that the Bidder complies with Palm Beach County Resolution R89-1178 and with Palm Beach County Policies and Procedures relative to the Bond Waiver Program (CW-F-016). For bids with values between \$50,000 and \$200,000, the Bidder must complete an affidavit entitled "Intent to Participate in Bond Waiver Program Bid Affidavit" or provide a Bid Bond. Failure to provide a Bid Bond or complete and return this affidavit with the Bid shall result in rejection of the Bid. For all contracts less than \$200,000, the Public Construction Bond will be waived as well, provided that the Bidder complies with Palm Beach County Resolution R89-1178 and with Palm Beach County Policies and Procedures relative to the Bond Waiver Program (CW-F-016). Copies of the requirements of the Bond Waiver Program (CW-F-016) can be found at the following website: <http://discover.pbcgov.org/PDF/PPM/Index.pdf>. The forms for the Bond Waiver Program can be found at <http://discover.pbcgov.org/engineering/roadwayproduction/Pages/Bid-Documents.aspx>.

SPECIAL PROVISIONS

**INTENT TO PARTICIPATE IN BOND WAIVER PROGRAM
BID AFFIDAVIT**

Project Number: _____

If the Contractor intends on participating in the Bond Waiver Program, this form must be completed in its entirety and returned with the Contractor's Bid.

FAILURE TO COMPLETE THIS FORM OR INCLUDE A BID BOND FOR PROJECTS WITH VALUES BETWEEN \$50,000 AND \$200,000, SHALL RESULT IN REJECTION OF THE BID.

_____ (Bidder) hereby states that it intends on participating in the Bond Waiver Program as described in Palm Beach County Resolution R89-1178 and Palm Beach County Policies and Procedures.

Contractor Signature

Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name) as _____ (title) for _____ (firm), on behalf of the (choose one) corporation / company / partnership, who is personally known to me or has produced _____ (type of identification) as identification.

Notary Signature
Notary Public, State of _____

(Stamp/Seal)

Print Notary Name
Commission Number
My Commission Expires _____

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16. ADDITIONAL INSURED PARTIES: The Contractor performing the construction for Palm Beach County (County) shall be required to carry and furnish insurance coverage, in accordance with General Provision Section 7-13, "Insurance Required", naming County as additional insured on the Certificate of Insurance Form(s), which shall reference the Project Limits and the Project Number, and shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents".

Where the limits of Work for this Department project impact the rights-of-way of other agencies (e.g., Florida Department of Transportation (FDOT); South Florida Water Management District (SFWMD); Lake Worth Drainage District (LWDD); and other agencies as applicable), said parties shall also be named as "ADDITIONAL INSURED", either on the same form or on separate forms.

The Contractor shall coordinate all Work within the rights-of-way and air rights-of-way, as they apply, through the Engineer. Also, the Contractor shall notify the County and the agencies, as required in the Contract Documents or within a reasonable time frame prior to the start of any Work within said Right-of-Way, to allow for appropriate accommodations by the agencies.

17. USE OF PATENTED PROCESSES, ETC.: The basis on which a Contract will be awarded will be the bid prices. Prices shall include all charges for the use of patent processes, Materials or methods, and for all other similar incidental charges not expressly provided for in these Contract Documents.

18. DAILY REPORTS: The Contractor shall keep daily reports of all personnel and Equipment on the project for review by the Department for the entire Contract Time.

19. PRICE/DELIVERY/ACCEPTANCE: Price quoted must be the price for new merchandise and free from defects. Any Bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the Bid Specifications.

Deliveries of all items shall be made as soon as possible. **Deliveries resulting from this Bid are to be made during the normal working hours of the Department.** Time is of the essence and the Bidder's delivery date must be specified and adhered to. Should the Bidder, to whom the order or Contract is awarded, fail to deliver on or before his/her stated date, the Department reserves the right to **CANCEL** the order or Contract and make the purchase elsewhere. The successful Bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items will not be considered "accepted" until authorized agent for the Department has, by inspection or test of such items, determined that they fully comply with Specifications.

The Board of County Commissioners may return, for full credit, any item(s) received which fail to meet the Department's performance standards.

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20. LOCAL GOVERNMENT PROMPT PAYMENT ACT: In accordance with the Local Government Prompt Payment Act (F.S. 218.70, *et seq*), the Contractor is hereby notified of the following:

1. The Contractor will be notified at the Pre Construction Meeting the manner in which pay requests are to be prepared and directed to the Department. For a pay request to be deemed acceptable, the Contractor must provide the following:

Pay Request No. 1

- OEBO Schedule 3
- Certification of Compliance with the Living Wage Ordinance

Pay Request No. 2 and all others following, but not including the Final

- OEBO Schedule 3
- OEBO Schedule 4
- Disbursement of Previous Periodic Payments to Subcontractors
- Certification of Compliance with the Living Wage Ordinance

Final Pay Request

- OEBO Schedule 3
- OEBO Schedule 4
- Disbursement of Previous Periodic Payments to Subcontractors
- Disbursement of Final Payment to Subcontractors
- Form 1
- Form 2 including Bonding Affidavit
- Record of Construction Materials Affidavit
- Certification of Compliance with the Living Wage Ordinance
- Equal Business Opportunity (EBO) Final Participation Form
- Release and Concurrence of Final Payment Amount
- Form of Guarantee

2. A single list of items (Punch List) required to render the Work complete, satisfactory, and acceptable will be prepared by the Department. The Punch List shall be developed as a result of a joint inspection of the Work, conducted within 30 Calendar Days after reaching substantial completion, by the Contractor, together with the Department, with all unsatisfactory Work listed on the Punch List. The Punch List shall be provided to the Contractor within 5 Working Days of the joint inspection.
3. If the pay request and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Department's instructions. Otherwise, the Contractor shall prepare and submit to Department an invoice in accordance with the estimate, as approved. In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and the Department, Contractor shall, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.76, demand in writing a meeting with and review by the County Engineer. In place of the County Engineer,

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the Deputy County Engineer may conduct the meeting and review. Such meeting and review shall occur within forty-five (45) Working Days of receipt by the Department of Contractor's written demand. The County Engineer, or Deputy County Engineer, shall issue a written decision on the dispute within fifteen (15) Working Days of such meeting. This decision shall be deemed the Department's final decision for the purposes of the Local Government Prompt Payment Act.

Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the Contractor's receipt of payment from the Department, pursuant to Section 218.70 et seq., Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

21. BASIS OF PAYMENT: Payment will be based on field measured quantities. No additional payment will be made for any Work which exceeds that called for in the Contract Documents.

22. UTILITIES CONTACTS: Potential utility conflicts may vary with each Work site. Prior to commencing Work, the Contractor shall visit the Work site and ascertain all site conditions, including utilities. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures. Contractor shall contact the utility owners to arrange for protection or adjustment of utilities as provided in Section 7.

The Contractor shall notify all utilities servicing the Work area at least 48-hours prior to any excavation so that underground utilities may be located. The Contractor has the responsibility to contact **Sunshine State One-Call of Florida, Inc. at 1-800-432-4770** to schedule marking locations of the utilities which subscribe to their service. The Contractor shall also call (561) 641-3429 for Palm Beach County Water Utility locations and call (561) 233-3900 for Palm Beach County Traffic Control Utility locations.

The Contractor shall properly maintain and protect all utilities. The Contractor shall be responsible for the cost to repair all damages to utilities caused by his operations.

The Contractor shall fully cooperate at all times with the Owners of Utility Companies in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible.

When utility installation/adjustments are included as part of the Proposal, all utility companies (including Palm Beach County Water Utilities Dept.) reserve the right to accept or reject Bid items on their part of Work and perform their Work by their forces or other contracted forces.

23. MAINTENANCE OF TRAFFIC: Maintenance of Traffic (MOT) shall be considered incidental to, and shall be included in, unit prices for the pay items. If the Contractor and/or its subcontractors do not perform the MOT and do not install and maintain those items covered under MOT according to the requirements of the standards, then Palm Beach County reserves the right

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to reduce said item based on the pro rata performance as determined by the Department on each payment application or \$1,000.00 per day, whichever is greater.

The Contractor shall assure compliance with FDOT Index 600 of the current Roadway and Traffic Design Standards. All references to “determinations by engineer” will be the responsibility of the Contractor, and shall be brought to the attention of the Department prior to implementation. The cost of complying with the stated standards shall be incidental to the MOT pay item. The Contractor shall ensure that at no time will traffic (temporary or otherwise) be permitted over installed exfiltration trenches.

MOT plans will not be approved until signal modification plans have been approved by the Department.

Pedestrian MOT:

Pedestrian traffic must be maintained throughout the duration of construction unless otherwise indicated.

All pedestrian detours for MOT to be pre-approved by the Department.

Existing pedestrian crossings shall not be eliminated without prior approval from the Department.

All projects that impact pedestrian traffic of any type shall include “Pedestrian MOT” in accordance with the General Provisions, the cost of which will be incidental to the MOT pay item.

Closures:

For any lane closures that extend into the peak hour(s) or any other lane closure time restriction presented in the Contract Documents, the Contractor may be charged up to \$1,000.00 per lane per ½ hour.

Lights and flags are required on the first two warning signs in the series.

The Contractor shall not close any existing auxiliary traffic lanes during construction at signalized intersections. Entrances to schools, hospitals, high volume shopping centers, and residential developments shall not be closed unless preapproved by the Department.

Traffic Signal MOT:

The Contractor shall maintain existing traffic signal operations at all times.

Any traffic signal modifications necessary for the Work must be approved by the Department. Traffic signal modification requests must include a legible plan which clearly shows the signal head faces and their alignment with proposed traffic lanes and signal phasing. All traffic signal modifications must comply with the MUTCD.

Traffic signal heads must be aligned properly with traffic lanes and an adequate number of signal heads must be provided for all lanes.

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Prior to activating a new traffic signal or modifying/replacing an existing traffic signal the Contractor shall confirm with the Department that all traffic lanes are operational. The Contractor shall obtain Department approval prior to activating a traffic signal.

If traffic lanes are not operational when a new traffic signal is activated, the Contractor shall modify the signal heads to align with the existing traffic lanes at the time of activation. When all of the final traffic lanes are operational, the Contractor shall adjust the signal heads to align with the final traffic lanes.

The Department will provide traffic signal timing details for the different phases of the Work. The Contractor shall notify the Department at least one week prior to any Work at signalized intersections. For Traffic Signal topics the Department can be contacted at:

Palm Beach County Engineering Department
Traffic Division / Timing Section
(561) 684-4030 or (561) 681-4320

Any necessary signal timing changes made by the Contractor to address safety and/or operational issues must be communicated to the Department within two hours.

When traffic control devices are required for extended or overnight lane closures a change order to add the lump sum pay item 'Special MOT' to the Work Order may be negotiated at the Contractor's request. This pay item, if approved, would be negotiated separately for each Work Order and its price will depend on the duration of the required MOT, and the quantity and types of required traffic control devices.

24. SCHOOL ZONE

During the first and last weeks of the school year, no Work may occur within a school zone.

25. LIMITS OF CONSTRUCTION: The Contractor shall confine the construction of the Roadway within the limits of the right of way unless the right of entry to adjacent properties has been acquired by the Department at the time of construction.

26. RESTORATION AGREEMENTS: Contractor is hereby notified that any construction performed within Restoration Agreement (RA) areas shall be restored to a condition similar or equal to that existing before such construction occurred, at no expense to the Department. Prior to disturbing the Restoration Agreement area, the Contractor shall stake the RA limits, locate/document all improvements within the area, and submit this information to the Department, prior to starting construction. Upon completion of the construction, the Engineer, together with the Contractor, shall conduct an inspection of the area to confirm that all improvements have been appropriately restored. Payment for all Work to complete the item shall be incidental to the cost of the Project.

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27. PERMIT COMPLETION CERTIFICATIONS: The Contractor is advised that this Contract includes completing and executing all Construction Completion/Construction Certifications as required by each permit included in the PER section of the Contract Documents.

The Contractor is responsible for retaining the services of a Professional Engineer, registered in the State of Florida and qualified in the field of the required Work, to inspect the Work related to Permit(s), and certify in accordance with the instructions of each permit.

The Contractor shall submit two (2) originals of the completed and executed form to the Department, along with the required "As-Built" information (to be obtained by the Contractor).

All costs associated with Permit Compliance Certifications, including obtaining and depicting "As-built" information are incidental to the Contract.

28. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE: This Contract requires compliance with the NPDES General Permit. The "Florida Department of Environmental Protection NPDES Generic Permit For Stormwater Discharge from Large and Small Construction Activities", dated February 2015, which contains the description and requirements of the permit, is available at the following URL:

<http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>

The MSWORD format of the Stormwater Pollution Prevention Plan (SWPPP) template is available at the following URL:

<http://www.dep.state.fl.us/water/stormwater/npdes/SWPPP.htm>

Notice of Intent and Notice of Termination forms are available on DEP's URL:

http://dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

The Contractor shall complete and submit the NOI and payment to DEP, and if discharging to the County's MS4 facility, provide a copy of the NOI or the acknowledgement letter within 7 calendar days to the Department (<https://floridadep.gov/water/stormwater/content/construction-activity-cgp>). If a SWPPP is not included in the Contract Plans, or the Contractor chooses to prepare his own SWPPP, the SWPPP template shall be utilized by the Contractor for developing the SWPPP for the project. Any SWPPP prepared by the Contractor shall be submitted to the Department at the Pre-Construction meeting for the project for approval by the Engineer.

Failure to sign any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed without the required signed documents or certification statements may be considered a violation of the DEP Generic Permit.

All costs associated with obtaining and complying with the provisions of this permit and to all federal, State and local storm water pollution prevention permits, rules, laws or ordinances, including the implementation of the SWPPP for the project during construction are incidental to

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the Contract. Also included is the cost of all construction erosion and pollution control measures not covered under other specific pay items, the cost of performing and executing the joint inspection & maintenance reports (as shown in the SWPPP "Template"), and the execution of the Contractor Certification form of the Proposal pages. The Contractor Certification form must be signed and submitted with the Bid Proposal.

SITE DESCRIPTION

Project Name and Location: **Pavement Marking Continuing Services Construction Contract**
Palm Beach County, Florida

Palm Beach County Project No.: **2022056**

Owner Name and Address: Board of County Commissioners,
Palm Beach County
Roadway Production Division
2300 N. Jog Road
West Palm Beach, FL 33411

Work Description: **Pavement marking installation, repair, maintenance**

Runoff Coefficient: **TBD**

Site Area: **TBD**

Site Map: Location Map attached with SFWMD permit.

Sequence of Major Soil Disturbing Activities:

1. Pavement Marking

Name of Receiving Bodies: **TBD**

29. CONSTRUCTION IMPACTS TO BUS OPERATIONS: Public Works and private development construction activities often impact Palm Tran bus operations and bus stops. Timely communication and coordination with Palm Tran and other affected transit agencies during preliminary project.

Planning is essential in order to prevent potential conflicts. Contractors should make every effort to schedule their Work to minimize impacts and the duration of impacts to transit operations and riders.

Contractors should provide Palm Tran with the name and telephone contact of their construction managers prior to the commencement of all construction projects affecting bus stops or impacting bus routes.

