

ATTACHMENT 2

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

R2018 1394

SEP 18 2018

Palm Beach County  
Palm Beach County Dune and Beach Restoration Annual Contract  
(Federalized)  
Project No.: 2018ERM01

EASTMAN AGGREGATE ENTERPRISES, LLC  
(Contractor A)

CONTRACT, INCLUDING CONTRACT DOCUMENTS: BIDDING DOCUMENTS,  
CONTRACT FORMS, CONTRACT CONDITIONS, APPENDICES,  
TECHNICAL SPECIFICATIONS AND ATTACHMENTS

Bids will be received at the Palm Beach County Environmental Resources Management Department, 2300 N. Jog Road, 4<sup>th</sup> Floor, West Palm Beach, Florida 33411-2743.

In accordance with the provisions of ADA, this document may be requested in an alternate format

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BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT

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PROJECT NAME: Palm Beach County Dune and Beach Restoration Annual Contract  
(Federalized)

PROJECT NUMBER: 2018ERM01

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ADDENDUM NO. 1

DATE OF ISSUANCE: June 4, 2018

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

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**THE BIDDER IS REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY COMPLETING PARAGRAPH 1.5 ON PAGE 3 OF THE BID FORM IN YOUR SEALED BID. THE BIDDER SHALL INSERT THIS ADDENDUM INTO ITS CONTRACT DOCUMENTS SET. THIS ADDENDUM SHALL BECOME PART OF THE CONTRACT DOCUMENTS WHEN THE CONTRACT IS EXECUTED. DO NOT SUBMIT THIS ADDENDUM PRINTOUT WITH YOUR SEALED BID.**

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**MODIFY THE FOLLOWING:**

**ADDITIONS/DELETIONS TO BID FORM:**

**Delete Pages: BID FORM – 14 and 15**

**Insert Pages: BID FORM – 14A and 15A**

**ADDITIONS/DELETIONS TO THE TECHNICAL SPECIFICATIONS:**

**Delete Page: TS – 3**

**Insert Page: TS – 3A**

**RESPONSE TO CONTRACTOR'S RFI'S:**

From: Jessica Welch ([jwelch@shorelinefoundation.com](mailto:jwelch@shorelinefoundation.com))

Sent: Wed 5/9/2018 11:00 AM

To: ERM-Bidding

Subject: 2018ERM01 – Dune and Beach Restoration

Company Name: Shoreline Foundation, Inc.

Company Address: 2781 SW 56<sup>th</sup> Ave, Pembroke Park, FL 33023

Contact Person: Jessica Welch

Phone Number: 954-985-0460

Email Address: [jwelch@shorelinefoundation.com](mailto:jwelch@shorelinefoundation.com)

1. What is the estimate/budget for the Dune and Beach Restoration project?

**Response:** Engineer's Estimate is \$9,400,000.

From: PDM Office [mailto:[vismaryd@pdmarineinc.com](mailto:vismaryd@pdmarineinc.com)]

Sent: Friday, May 25, 2018 3:10 PM

To: ERM-Bidding

Subject: Project #'s 2018ERM01 & 2018ERM02

Company Name: Poseidon Dredge & Marine

Company Address: 319 Wickline Blvd. Suite A, Lantana, FL 33462

Contact Person: [vismaryd@pdmarineinc.com](mailto:vismaryd@pdmarineinc.com)

Phone Number: 561-296-4991

Email Address: [vismaryd@pdmarineinc.com](mailto:vismaryd@pdmarineinc.com)

1. Considering the duration of contracts, how is the contractor to allocate excessive increases in costs for material, labor, general conditions and/or most likely fuel costs that are beyond his/her control?

**Response:** Please see Instructions to Bidders Page 23, Section 16.10.2.

2. Which beach sand quarries does Palm Beach County presently have or have certified in the past for these types of projects?

**Response:** Palm Beach County has previously contracted with:

- a. E. R. Jahna Industries, Inc. mine in Moore Haven, FL
- b. Stewart Materials, LLC mine in Ft. Pierce, FL
- c. Vulcan Materials Company mine in Moore Haven, FL

The Contractor is responsible for ensuring that its submitted sand sample complies with the Technical Specifications. ERM makes no representations regarding the eligibility of the sand from any of the named sources above.

### **POINTS OF CLARIFICATION:**

1. Bidders may submit a Sealed Bid on Project No. 2018ERM01 (Federalized) or No. 2018ERM02, or both. If both, Bidders must submit two separate Sealed Bids using the appropriate Bid Form, including the Bid Schedule, for the Project.
2. There is no minimum small and minority business, women's business enterprise, or labor surplus area firm participation requirement or goal in Project No. 2018ERM01 (Federalized).
3. There is no E-Verify requirement for Project No. 2018ERM01 (Federalized) or No.

2018ERM02.

4. The County may contract with others for the same or similar Work (Instructions to Bidders Page 24, Section 16.14.2). For example, the County has contracted with sand mines for sand supply redundancy post-storm.
5. The Contractor is not required to obtain a permit to excavate sand for this Contract. Any permit would already be in-place.
6. The Contract Documents allow for a substitution process that requires the Bidder to state in the Sealed Bid that he or she proposes alternate equipment/material(s) for a certain bid item(s). The Bidder shall bid the original Bid Item and include a completed Bid Form Page 8 List of Proposed Substitute Equipment and Materials.
7. There is no separated bid item in the federalized bid (Project No. 2018ERM01) for complying with federal requirements. Bidders shall include federal/state compliance costs within the existing bid items (Instructions to Bidders Page 5, Section 3.1.2 and Supplemental General Conditions Page 3, Section H.). The monitoring requirements are the same for both Project No. 2018ERM01 (Federalized) and No. 2018ERM02. A majority of the projects referenced here require only Coastal Construction Control Line (CCCL) permits, because all material is to be placed above the mean high water line. Only one of the projects may require a Joint Coastal Permit (JCP). Many of the “front end” requirements on federal projects exist when those projects are being bid out by a federal entity. FEMA is providing federal funds, but the County is still managing the projects and is complying with regulations.
8. The Contractor will not install plants on the newly constructed dune. Dune plants will be installed by others. The Contractor bids on site restoration, including sod and other vegetation and landscape features found within the construction access easement(s).
9. For the Coral Cove Park Dune Restoration Project, the south construction access is for conveyor only. Use of the south access is unlikely unless there is catastrophic damage to the dune in this area.
10. For the Singer Island Dune Restoration Project, a majority of the material is typically transported to the beach using access #2; however, quantities will vary depending on conditions at the time of construction. Access #3 involves the use of a conveyor system with unloader/hopper to move material over the seawall. There is no mobilization of heavy equipment over the seawall at this location. In past projects, site restoration included sod replacement, regrading, and placement of asphalt millings to restore access road surface to pre-construction conditions or better. The access road is the primary entry for residents of Condado Condominium.
11. For the Southern Palm Beach Island Shoreline Stabilization Project, the north access is to be utilized for sand delivery, and preferably for mobilization/demobilization of heavy equipment. The south access may be utilized for heavy equipment access contingent upon approval by the Town of Manalapan.

APPROVED FOR ISSUANCE BY:

A handwritten signature in cursive script that reads "Deborah Drum". The signature is written in black ink and is positioned above a horizontal line.

Deborah Drum, Director  
Department of Environmental Resources Management



Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Participant

A-21

Appendix B

Post Bid Information

B-1 - B-5

Technical Specifications

Figures

TS-1 - TS-15

Tables

TS-16 - TS-19

Attachments

TS-20 - TS-21

TS-22 - TS-24

**END OF SECTION**

## INVITATION FOR BID

Sealed Bids will be received by the Board of County Commissioners, Palm Beach County (PBC), Florida, up to and publicly opened at 2:00 PM local time, **June 12, 2018** in the PBC Department of Environmental Resources Management (ERM), Vista Center, 2300 N. Jog Road, 4<sup>th</sup> Floor, West Palm Beach, Florida, 33411-2743 for furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for the construction of dune and beach habitat restoration projects at the County's discretion through multiple Work Orders, issued on an as-needed basis, for an initial two (2) year period, with an optional one (1) year extension:

**Project Name: Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)  
Project No. 2018ERM01**

All conditions and requirements for bid submission, consideration, and award are contained in the Contract Documents, which include the plans and specifications. In order for PBC to better manage document content and disbursement, bidders can download and print the Contract Documents free of charge from PBC's website: <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Printed copies can be purchased by submitting a Request Form and an \$85.00 payment of a non-refundable service charge. Payment can be made via check or money order, payable to PBC Board of County Commissioners. Cash is also accepted for requests made in person. Partial sets will not be available. Printed copies of Contract Documents will not be issued unless the request is received at least 24 hours prior to Bid Opening. Contract Documents will be available on May 7, 2018.

A Non-Mandatory **Pre-Bid Meeting** will be held on **May 23, 2018 at 10:00 AM** at PBC, Vista Center, 2300 N. Jog Road, Room 1E-60, West Palm Beach, Florida 33411-2743. A Non-Mandatory site visit to 3 Project sites is available following the Pre-Bid Meeting, commencing at 1:00 PM at Coral Cove Park (developed section) 1600 S. Beach Rd., Tequesta (meet at water fountains). Pre-register for site visit at the Pre-Bid Meeting. If no bidders pre-register, the site visit will be cancelled.

The Palm Beach County Local Preference, Glades Local Preference, Apprentice Incentive, Glades Resident Incentive and Small Business Enterprise Program (SBE) Ordinances do not apply to this solicitation.

FEMA will provide funds for Work Orders under CFDA #97.036 Disaster Grants – Public Assistance (Presidentially Declared Disasters), as applicable. PBC and its Contractors shall comply with federal requirements on Work Orders. Bidders shall take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative Action: In accordance with Title VI of the Civil Rights Act of 1964, PBC hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award.

The Contractor shall self-perform **not less** than 51% of the total Work Order amount, as amended, less the total amount for material purchase, material transport/delivery, materials testing, surveying and engineering. At the time of bid submission each bidder, and all identified subcontractors, must possess all professional licenses or certifications required by the State of Florida and/or PBC, as applicable, for performing the specified Work.

Bid proposals must be submitted on the forms provided by ERM and accompanied by a bid bond security in favor of Palm Beach County in the amount of not less than five percent (5%) of the base bid price. Public construction bonds (Payment and Performance) for 100% of the first Work Order will be required before execution of the first Work Order. PBC reserves the right to waive any bid irregularities, informalities, or technical deficiencies and to reject all/any bids. Late bids will be rejected and the Bid Bond returned. The County intends to make awards to 2 contractors.

Please contact ERM at 561/233-2427 or [erm-bidding@pbcgov.org](mailto:erm-bidding@pbcgov.org) with any questions.

By order of: The Board of County Commissioners, Palm Beach County, Florida

ATTEST:

SHARON R. BOCK, CLERK & COMPTROLLER  
DEBORAH DRUM, DIRECTOR, Department  
of Environmental Resources Management

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BY: MELISSA MCKINLAY, MAYOR

PUBLISH: Palm Beach Post  
SUNDAY: May 6, 2018  
SUNDAY: May 13, 2018

# Palm Beach County Dune and Beach Restoration Annual Contract 2018ERM01 and 02

Meeting Points for Non-Mandatory Pre-Bid Site Visit on May 23, 2018

The site visit to 3 project sites is available following the Pre-Bid Meeting, commencing at 1:00 pm at Coral Cove Park.

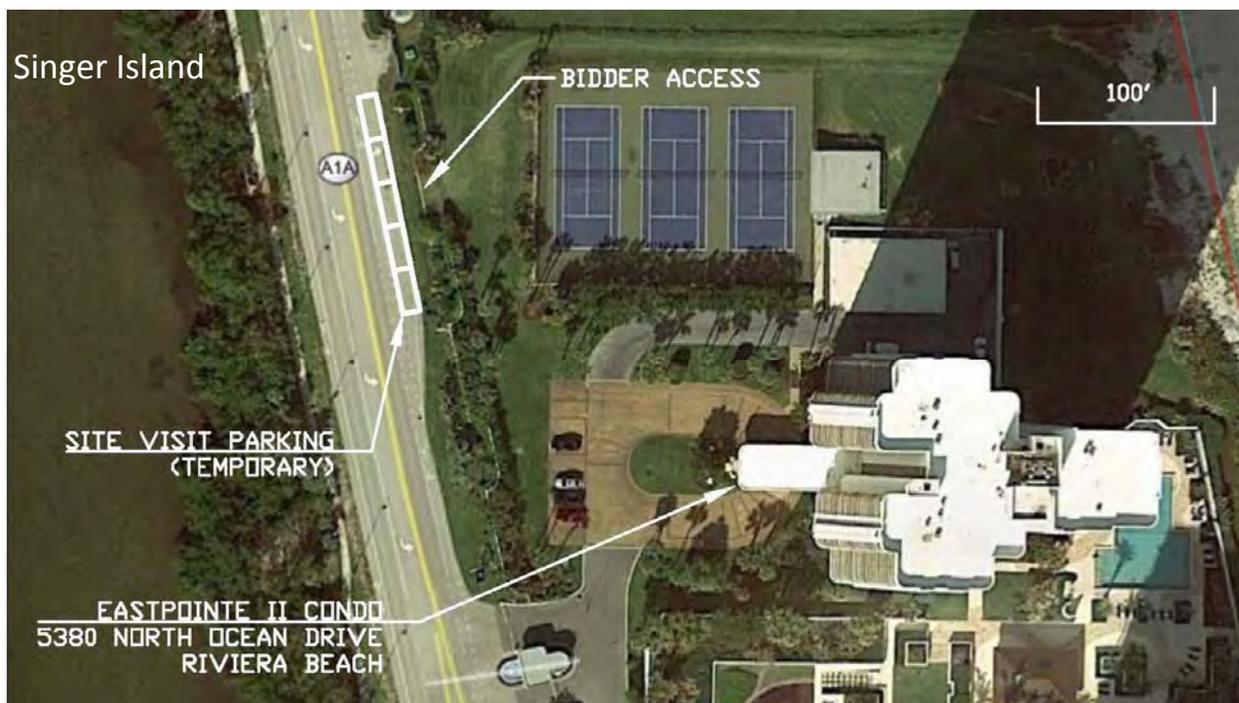
**Pre-register for the site visit at the pre-bid meeting. If no bidders register, the site visit will be cancelled.**

## 1. Coral Cove Dune Project

Coral Cove Park (developed section)  
1600 South Beach Road, Tequesta  
Meet at water fountains.  
(Parking is free.)

## 2. Singer Island Dune Project

Eastpointe II Condo  
5380 North Ocean Drive, Riviera Beach  
*Temporary parking shown below.*



## 3. Southern Palm Beach Island Project

Lantana Municipal Beach Park  
131 State Rd. A1A, Manalapan  
Entrance is on A1A approximately 700 feet north of Ocean Avenue.  
Meet at north end of parking lot.  
(Parking passes will be provided.)

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

**Project Name: Palm Beach County Dune and Beach Restoration Annual  
Contract (Federalized)  
Project No.: 2018ERM01**

**INSTRUCTIONS TO BIDDERS**

SECTION DESCRIPTIONS

1. DEFINITIONS
2. LICENSES, BUSINESS TAX RECEIPT, POLICY REGARDING SUBCONTRACTORS
3. BIDDER'S REPRESENTATIONS
  - 3.5 LOCAL PREFERENCE (NOT APPLICABLE)
  - 3.6 APPRENTICE INCENTIVE (NOT APPLICABLE)
  - 3.7 GLADES RESIDENT INCENTIVE (NOT APPLICABLE)
4. CONTRACT DOCUMENTS
5. BIDDING PROCEDURE
  - 5.3 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM (NOT APPLICABLE)
6. CONSIDERATION OF BIDS AND AWARD OF CONTRACT
7. TIME
8. VOLUNTARY PARTNERING
9. PUBLIC BID DISCLOSURE COMPLIANCE
10. COST SAVINGS INCENTIVE
11. LIQUIDATED DAMAGES
12. LOBBYIST REGISTRATION - CONE OF SILENCE
13. LIVING WAGE
14. CRIMINAL HISTORY RECORDS CHECK
15. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL
16. DEPARTMENT SPECIFIC INSTRUCTIONS

## 1.0 Definitions

1.1 **Addendum or Addenda** - Written or graphic instrument(s) issued by the County via the Department's website, <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> prior to the submission of bids that modify or interpret the Contract Documents by additions, deletions, clarifications, or corrections or other type of modifications. Addenda shall become part of the Contract Documents when the Contract is executed. Bidder, upon obtaining Addenda, shall insert same into the Contract Documents and is required to acknowledge that it has obtained all Addenda on the Bid Form.

1.2 **Alternate Bid Item** - An additive or deductive amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted by the County.

1.3 **Base Bid** - The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which work may be deducted for sum(s) stated in Alternate Bid Item(s).

1.4 **Bid** - A complete and properly signed offer to do the Work or designated portion thereof, for the sums stipulated therein, submitted in accordance with the Bidding Documents. When combined with the completed, signed, sealed Attachments and required information, also referred to as Sealed Bid.

1.5 **Bid Schedule** - The Bidder's cost proposal for Work items.

1.6 **Bidder** - One who submits a Bid directly to the County, as distinguished from a sub-bidder who submits a bid to a Bidder.

1.7 **Bidding Documents** - The Invitation for Bid, Instructions to Bidders, Bid Form and Attachments, Bid Bond and Forms.

1.8 **Change Order** - A document signed by the Contractor and the County that authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Term, issued on or after execution of Contract.

1.9 **Contract** - The written agreement between the County and the Contractor covering the Work to be performed including all Contract Documents as approved by County.

1.10 **Contract Documents** - Contract Documents consist of the following:

1. Bidding Documents - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments, including Bid Bond
2. Contract Forms - Guarantee, Insurance certificates, Public Construction Bond Forms
3. Contract Conditions - General Conditions and Supplemental Conditions, if included
4. Appendices
5. Technical Specifications and attached Figures, Tables, Attachments, Appendices
6. Addenda
7. Sealed Bid

8. Permits, Submittals, Drawings, Plans, Shop Drawings, Change Orders, Field Orders, Work Order Directives, Written Amendments, Work Orders and Work Order Supplements when approved.

1.11 **Contract Price** - The maximum compensation for complete performance of the Work.

1.12 **Contract Term** - The period of time that the Contract is valid beginning from the date of execution and approval of both parties and continuing through the end date as specified in the Contract, or the date of termination of any outstanding Work Order issued thereto, whichever is later.

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

1.14 **County or Owner** - Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, and its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the Board of County Commissioners. The Board of County Commissioners has delegated contract and project management responsibilities to the Environmental Resources Management Department (ERM). Where the word **approval** is mentioned, **approval** shall mean action by the Board of County Commissioners, or designated representative.

1.15 **Day or Days** - A calendar day or calendar days, unless otherwise specified in the Contract. A calendar day begins at 12:00:00 midnight and ends 24 hours later at 11:59:59 p.m.

1.16 **Department** - The Palm Beach County Environmental Resources Management Department, 2300 N. Jog Road, 4th Floor, West Palm Beach, Florida, 33411-2743, as Lead Construction Department for bid advertisement, Sealed Bid receipt, evaluation and award.

1.17 **Final Acceptance** - The date the Project is finally accepted by the County in accordance to General Condition Articles 57 and 59 of the Contract.

1.18 **Front-end Loading** - This occurs when a Bidder submits a relatively high price on items which are normally completed, or substantially completed, in the early phases of the Work. These items may include: Mobilization, Clearing and Grubbing, Maintenance of Traffic, insurance and bonds, and/or stored materials. For definitions of some of these latter terms, refer to the General Conditions.

1.19 **Glades (Not Applicable).**

1.20 **Invitation for Bid (IFB)** - A competitive bid process advertised by the County requesting sealed Bids from bidders for a project with detailed specifications. A formal Bid opening is scheduled.

1.21 **Local Preference (Not Applicable).**

1.22 **Project** - The Work to be performed as provided in the Contract.

1.23 **Protestor** - Protestor, complainant, applicant, requestor, or vendor that has standing to protest a contract award, vendor suspension/debarment, or a Living Wage Ordinance violation.

1.24 **SBE (Not Applicable).**

1.25 **Substantial Completion** - The date as determined by the County, and evidenced by the County's Certificate of Substantial Completion, certifying that the Work for the Project is sufficiently completed, in accordance with the Contract, so that the Project can be utilized for the purposes for which it is intended. When the Project is considered to be Substantially Complete, this does not constitute Final Acceptance or

Final Completion of the Project. The County may, but is not required to, issue a Certificate of Substantial Completion for the completion of Work on a distinct, specified portion of a Project.

1.26 **Unbalanced Bid Item** - Bid items in which the lump sum or unit prices are not in line with industry standards or averages for the items. In order for a Bid to be balanced, each bid item must carry its proportionate share of direct cost, overhead and profit. Unbalanced items which are installed and billed at the beginning of the Work also result in Front-End Loading.

1.27 **Unit Cost** - The Unit Cost is the cost per unit line item as identified on the Bid Schedule. Unit Cost can be based on square foot, linear foot, cubic yard, each or such other specific unit as is identified on the Bid Schedule. The Unit Cost includes all Contractor's costs associated with providing each line item, including overhead and profit.

1.28 **Work** - The construction and services required by the Contract and includes all labor, supervision, materials, equipment, and services required to fulfill the Contractor's obligation to deliver a complete Project as set forth in the Contract.

1.29 **Work Order** - A document which, when executed by the Contractor and the County, becomes a part of the Contract and specifies the scope of Work, duration, total price, liquidated damages and schedule for a specific Project to be delivered by Contractor in accordance with the terms of the Contract.

1.30 **Work Order Price** - The maximum compensation for complete performance of Work required for a Project under a Work Order.

1.31 **Work Order Supplement** - A document which, when executed by the Contractor and the County, becomes a part of the Contract and modifies a Work Order by authorizing an addition, deletion, or revision in the Scope of Work, duration, total price, or schedule for a specific Project to be constructed by Contractor in accordance with the terms of this annual Contract.

1.32 **Work Time** - The number of successive calendar days stated in the Work Order for the completion of the Work. This time includes an allowance for delays due to Inclement Weather of 16 calendar days per 12 months.

## 2.0 Licenses, Business Tax Receipt, Policy Regarding Subcontractors

2.1 Bidders and their proposed subcontractors of any tier regulated by the Florida Construction Industry Licensing Board or the Construction Industry Licensing Board of Palm Beach County shall be properly qualified and licensed/certified by the appropriate Board or Boards as required by Florida Statute Chapter 489, or Special Act, Laws of Florida Chapter 67-1876 prior to the time of submission of the bid. As a minimum requirement, the Bidder, subcontractors of any tier, and specialty contractors, as a specific requirement of this Contract, are required to have a Palm Beach County Contractor's Certificate of Competency for the particular work to be performed prior to the time of submission of the Bid regardless of any exemptions granted elsewhere. State of Florida Contractor's Certification/Registration license numbers or Palm Beach County Certificate Numbers must be listed at the applicable places on the Bid Form. Any bid, which is submitted by a contractor who fails to comply with this section at the time the bid is submitted, or which lists a subcontractor who is not in compliance with this section at the time the bid is submitted, may be rejected as non-responsive.

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

2.3 It is the County's policy to discourage contractors from seeking new subcontractor pricing after the award of a County contract, which practice is sometimes known as bid or subcontractor shopping. In order

to facilitate this policy, Bidders are required to identify, in the Bid Documents, the subcontractors that Bidder, as the Contractor, intends to use to perform the Contract.

2.3.1 No Contractor, having been awarded any contract based upon the Contractor's response to an invitation for bid, request for proposal, request for qualifications, or other solicitation for competitive selection wherein the Contractor listed the subcontractors which the Contractor intended to use in performing such contract, shall replace any subcontractor listed in the Contractor's response to such request without having first demonstrated good cause, acceptable to the County in its sole discretion.

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

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

2.3.4 No Bidder will be considered responsible if it had recently failed to satisfactorily carry out any previous contract with Palm Beach County. No Subcontractor will be considered responsible if it defaulted on obligations related to a Palm Beach County Project within the last two years. Contractor shall not employ any Subcontractor, Supplier, or other person or organization, whether initially or as a substitute, against whom County or the Department has reasonable objection.

### 3.0 Bidder's Representations

3.1 Each Bidder by making its Bid represents that:

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

3.1.2 The Bidder has included the cost for any item of Work not established by the Bid Schedule or Technical Specifications' payment provision(s) in some other applicable bid item, so that the Bid does reflect Bidder's total price for completing the Work in its entirety. In cases where the Technical Specifications' payment provision(s) relating to any unit price in the Bid Schedule requires that the unit price cover and be considered compensation for certain Work or material essential to the item, the Bidder shall not bid, measure or seek payment for this certain Work or material under any other pay item which may appear elsewhere in the Technical Specifications.

3.1.3 The County will make copies of such reports and drawings that are referenced in the Contract available to any Bidder on request. Those reports and drawings are not part of the Contract, but the Bidder is entitled to review the technical data contained therein for general information purposes only. County does not represent that the conditions reflected in such reports and drawings are the conditions which Contractor will experience, but are based on best information available to the County.

3.1.4 Bidder assumes responsibility for having determined to its satisfaction, prior to the submission of its Bid, the conformation of the ground, the character and quality of the substrata, the types and quantity

of materials to be encountered, the nature of the groundwater conditions, the character of equipment and facilities needed preliminary to and during the execution of the Work, the general and local conditions and all other matters which can in any way affect the Work of this Project. The prices established for the Work to be done will reflect all costs pertaining to the Work.

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

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

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

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

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

3.1.10 The Bidder understands and agrees that the quantities of work or material stated in unit price line items are supplied only to give an indication of the general scope of the Work, for comparison of Bids and for determining the maximum Contract Price. The County does not expressly or by implication agree that the actual quantity of the Work or material will correspond therewith. The County reserves the right after award to decrease the quantity of unit cost line items and to omit unit cost line items entirely (in either case the Work Order Price shall be reduced based on quantity reduction) or to increase quantities as may be necessary to complete the Project. The Contract Price and Work Order Price shall not be increased based on additional quantities of unit cost line items, except as specifically provided in Article 43 of the General Conditions. There shall be no adjustments of unit cost, and all changes to Work Order Price, if any, shall be calculated based on the unit cost as originally bid. Contractor shall consider and evaluate potential quantity variations in determining unit costs for bid items based on Contractor's experience, due diligence and Project investigation. Unit cost bids are deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item regardless of quantity variations.

### 3.1.11 Scrutinized Companies (when contract value is greater than \$1 million)

A. As provided in F.S. 287.135, by entering into this Contract or performing any Work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

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

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

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

3.3 Non-Discrimination. The Bidder must be an equal employment opportunity employer. Each Bidder must complete, sign and furnish with its Bid the statement titled "Statement of Participation in Contracts Subject to Nondiscrimination Clause", which is incorporated in the Bid Form or attached thereto. Failure to furnish this statement will be cause for rejection of the Bid.

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

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

3.5 Local Preference (Not Applicable)

3.6 Apprentice Incentive (Not Applicable)

3.7 Glades Resident Incentive (Not Applicable)

4.0 Contract Documents

## 4.1 Copies

4.1.1 Bidders may obtain complete sets of the Contract Documents from the Department as indicated in the Invitation for Bid in the number desired and for the cost stated therein. Contract Documents can be downloaded free of charge from the County's website, <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

4.1.2 Bidders shall use complete sets of Contract Documents in preparing Bids; the County assumes no responsibility for errors or misinterpretations of Contract Documents, including, but not limited to, errors or misinterpretations arising from using incomplete or illegible sets of Contract Documents.

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

4.1.4 The Contract Documents are the official source of information for each Project. Contract Documents will take precedence in the event of a conflict between the Contract Documents, the County's website, or any other source. While reasonable effort is made to ensure the accuracy, accessibility, and timeliness of the County's website, the Department cannot guarantee the completeness, accessibility, or accuracy of the County's website information. Any questions concerning conflicting information must be brought to the attention of the Department by written request for clarification or correction as set forth in Section 4.2.1.

## 4.2 Interpretation or Correction of Contract Documents

4.2.1 Bidders shall promptly notify the County in writing of any ambiguity, inconsistency or error, which is discoverable upon examination of the Contract Documents or of the site and local conditions. Failure to provide such notice shall constitute a waiver of any claims Contractor may have based on such ambiguity, inconsistency or error.

4.2.2 No interpretation or clarification of the meaning of, or correction or change to the Contract Documents will be made to any bidder orally. Every request for interpretation, clarification, or correction should be in writing and submitted to the Palm Beach County Environmental Resources Management Department, Vista Center, 2300 N. Jog Road, 4<sup>th</sup> Floor, West Palm Beach, Florida, 33411-2743 at least five (5) business days prior to the date fixed for the Bid opening. Written requests may be hand delivered, mailed, faxed to 561/233-2414, or e-mailed to [erm-bidding@pbcgov.org](mailto:erm-bidding@pbcgov.org). Under Florida law, e-mail addresses are public records. If Bidder does not want its e-mail address released in response to a public records request, Bidder must not send e-mail requests. The Department shall determine in its sole discretion whether a clarification or interpretation is warranted.

Any and all such interpretations, clarifications or corrections and any supplemental instructions will be in the form of written addendum to the Contract Documents which, if issued, will be available for download from the County's website. It is the responsibility of each Bidder to routinely check the County's website for new addenda. Interpretations, clarifications and/or corrections made in any manner other than by written addendum will not be binding and shall not be relied upon by Bidder.

4.2.3 Governing Order of Contract Documents - The Contract Documents include various divisions, sections and conditions which are essential parts for the Work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, the order of precedence set forth in the Technical Specifications will govern the interpretation of the Contract Documents prior to award of the Contract.

After Contract award, change orders, supplemental agreements, and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, permits, and drawings and plans, the most restrictive requirements shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then County shall resolve the conflict in any manner which is acceptable to County and which comports with the overall intent of the Contract.

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

#### 4.3 Addenda

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

4.3.2 No Addenda will be issued later than seventy-two (72) hours prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids, one which includes postponement of the date for receipt of Bids, one whose content is limited to the listing of additional approved manufacturers and substitutions, or one which contains minor clarifications or changes.

4.3.3 Prior to submission of its Bid, each Bidder shall ascertain that it has obtained all issued Addenda released on the County's website, <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. The Bidder shall acknowledge that it has obtained all addenda by completing the acknowledgment space provided on the Bid Form. Failure of any bidder to obtain any such addendum shall not relieve any bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the Contract Documents.

#### 4.4 Pre-Bid Meeting Resources

4.4.1 If available after the Pre-Bid Meeting, the following will be released on the County's website, <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: attendee list, agenda, audio recording and presentation materials.

### 5.0 Bidding Procedure

#### 5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on forms furnished by the County. Changes or additions to the Bid, recapitulations or changes in the Work bid upon, alternative proposals as described in 5.1.9, or any other modifications of the Bid Form, Attachments to the Bid Form, which are not specifically called for in the Contract Documents may result in the County's rejection of the bid as non-responsive to the Invitation for Bid.

5.1.2 All blanks on the Bid Form and enclosures to the Bid Form shall be completed. The blanks in the Bid Form's Bid Schedule must be filled in for Bid Items with quantities, the Base Bid, and any Alternate Bid(s) indicated, or the Bid will be rejected as non-responsive.

5.1.3 In the event there are unit price bid items provided in the Bid Form and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item in the Bid Form and the total indicated therein does not agree with the sum of the prices bid for the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where

so indicated by the make-up of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

5.1.4 Any interlineation, alteration or erasure must be initialed, in ink, by the signer of the Bid Form. Failure to do so may result in possible rejection of Bid.

5.1.5 All requested, Alternate Bid Items shall be bid. If no change in the Base Bid is required, enter "No Change." The requirements in 5.1.1-5.1.4 also apply to Alternate Bid Items.

5.1.6 The Bidder shall provide on Attachment No. 2 to the Bid Form, the names and license or certificate numbers of all subcontractors and subconsultants who will perform Work.

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

John Doe Contracting Company  
By: John Doe, President  
P.O./Address  
City, County, State, Zip Code

5.1.8 In the event a Bid is submitted by two (2) or more Bidders as a joint venture, such Bid shall be submitted in strict accordance with all applicable laws of the State of Florida, State Contractor License Law, and Rules and Regulations of the State Contractor's Board. The joint venture and all legal entities comprising the joint venture shall be jointly and severally liable and shall be required to submit and sign the Bid Form, execute the Bid Bond as listed Principals, and, if awarded the Contract, shall be required to execute the Contract and Public Construction Bonds and any Work Orders as listed Principals and provide insurance evidencing the joint venture and all legal entities as the insured.

5.1.9 No person, firm or corporation shall be allowed to submit, or have an interest in, more than one Bid for the same Work unless alternative proposals are specifically requested by the County. A person, firm or corporation that has submitted a subbid to a Bidder is not, however, disqualified from submitting a subbid or quoting prices to other Bidders or submitting a prime Bid.

5.1.10 The following forms **and sand sample (3-lb sealed/contained bag) with certified geotechnical analysis**, together, comprise a Bid and must be submitted at the time identified in 5.4:

|                   |   |
|-------------------|---|
| BID FORM          |   |
| ATTACHMENT NO. 1  | BID BOND  |
| ATTACHMENT NO. 2  | LIST OF SUBCONTRACTORS AND SUBCONSULTANTS   |
| ATTACHMENT NO. 3  | TRENCH SAFETY AFFIDAVIT   |
| ATTACHMENT NO. 4  | LIVING WAGE CERTIFICATION   |
| ATTACHMENT NO. 5  | LIST OF RELATED WORK EXPERIENCE   |
| ATTACHMENT NO. 6  | CERTIFICATION REGARDING ARTICLES, MATERIALS, AND SUPPLIES PRODUCED IN UNITED STATES AS REQUIRED BY 41 USC§ 10A (BUY AMERICAN ACT) |
| ATTACHMENT NO. 7  | NON-COLLUSION AFFIDAVIT OF PRIME BIDDER   |
| ATTACHMENT NO. 8  | CERTIFICATE REGARDING LOBBYING  |
| ATTACHMENT NO. 9  | CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER PARTICIPANT                     |
| ATTACHMENT NO. 10 | CERTIFICATE (CORPORATION, LLC)  |

## 5.2 Bid Security, Project Bonds, Insurance, and Indemnity

5.2.1 Each Bid shall be accompanied by a BID SECURITY (in the form of, at Bidder's option, cashier's check, certified check, money order, other negotiable instrument agreeable to the Department or Bid Bond in favor of the County) in the amount of at least five percent (5%) of its Base Bid pledging that the Bidder will, within fourteen (14) calendar days after Notification from the County, enter into a contract with the County on the terms stated in its Bid and will furnish insurance. Should the Bidder refuse to enter into such Contract or fail to furnish the required insurance, the amount of the bid security shall be forfeited to the County as liquidated damages, not as penalty. If a Bidder fails to execute the Annual Contract, the Bidder may be suspended or debarred from bidding on future projects for a period of two (2) years, in accordance with Section 2-56 of the Palm Beach County Code. The County may further pursue any and all remedies available against the Contractor for damages resulting from its failure to enter into a contract.

5.2.2 The bid bond shall be written on the Bid Bond form, included as part of the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety must be licensed to do business in the State of Florida and shall affix to the bond a certified and current copy of its power of attorney. If a bid bond is submitted on a form other than that provided, such submission shall result in the bid being declared non-responsive. Checks, money orders or other negotiable instrument shall be made payable to Palm Beach County Board of County Commissioners and signed by the party whose bid it accompanies.

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

### 5.2.4 Bond Requirements

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

5.2.4.2 Prior to County's execution of a Work Order, and not later than fourteen (14) calendar days after notification from the County, the successful Bidder shall furnish two contract bonds to the Department, on the forms included as part of the Contract Forms, as follows:

a. Public Construction Bond (Payment) in the minimum Amount of 100% of the first Work Order Price. The Contractor shall provide additional bonding to maintain the total penal amount equal to the total balance of all incomplete Work Orders and Work Supplements. Retainage shall be included in the balance calculation.

b. Public Construction Bond (Performance) in the minimum Amount of 100% of the first **Work Order** Price. The Contractor shall provide additional bonding to maintain the total penal amount equal to the total balance of all incomplete Work Orders and Work Supplements. Retainage shall be included in the balance calculation.

c. Under no circumstances shall the successful Bidder begin Work until it has supplied the required Public Construction Bonds. Contractor shall record the Bonds and provide a certified copy of the recorded Bonds to County. No payment will be made for Work performed under the Contract until County has received the certified copy of the recorded Public Construction Bonds meeting all of the requirements set forth herein.

d. Such Public Construction Bonds shall incorporate by reference all of the terms and conditions of the Contract, including but not limited to the Contractor and Surety's obligation for liquidated

damages as well as Surety's acknowledgment regarding any and all provisions addressing or regarding "no damages for delay", as provided for in the General Conditions.

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

5.2.4.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of its Power of Attorney, reflecting his/her authority as Power of Attorney in the State of Florida.

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

5.2.6. Guarantee - Prior to County's execution of a Work Order, and not later than fourteen (14) calendar days after notification from the County, the successful Bidder shall furnish a guarantee. The guarantee shall be written on the Guarantee form, included as part of the Contract Forms, and the attorney-in-fact who executes the guarantee on behalf of the surety must be licensed to do business in the State of Florida and shall affix to the guarantee a certified and current copy of its power of attorney.

5.3 Small Business Enterprise (SBE) Program (Not Applicable).

5.4 Timing of Submission of Bid Documents

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

1. Bid Form
2. Bid Bond - Attachment No. 1 To Bid Form
3. List of Subcontractors and Subconsultants - Attachment No. 2 To Bid Form
4. Trench Safety Affidavit - Attachment No. 3 To Bid Form
5. Living Wage Certification and required information - Attachment No. 4 To Bid Form
6. List of Related Work Experience and required information - Attachment No. 5 To Bid Form **A 3-lb SAND SAMPLE (sealed/contained bag) with certified geotechnical analysis also required.**
7. Certification Regarding Articles, Materials, and Supplies produced in United States as Required by 41 USC§ 10A (Buy American Act) - Attachment No. 6 To Bid Form
8. Non-Collusion Affidavit of Prime Bidder - Attachment No. 7 To Bid Form
9. Certificate regarding Lobbying - Attachment No. 8 To Bid Form
10. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Participant - Attachment No. 9 To Bid Form
11. Certificate (Corporation, LLC) - Attachment No. 10 To Bid Form

5.4.2 - Failure to properly complete any portion of the required forms may be cause to reject the entire Bid.

5.4.3 - Subcontractors: Receipt of Attachment No. 2 to the Bid Form by the County does not imply or grant approval for the use of any subcontractor or subconsultant. The Contractor is completely responsible for ensuring that all subcontractors or subconsultants performing Work pursuant to this Contract are licensed and otherwise qualified.

## 5.5 Submission of Bids

5.5.1 One (1) original **Sealed Bid** shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

**Project No.:** 2018ERM01  
John Doe Contracting Company's **Sealed Bid** for **Project Name:** Palm Beach County  
Dune and Beach Restoration Annual Contract (Federalized)  
Palm Beach County Environmental Resources Management Department  
2300 N. Jog Road, 4th Floor  
West Palm Beach, Florida, 33411-2743

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

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

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

5.5.4 Oral, telephonic, fax, or electronic Bids are invalid and will not receive consideration.

## 5.6 Modification or Withdrawal of Bid

5.6.1 A Bid may not be modified, withdrawn, or canceled by the Bidder for the period beginning at the scheduled time for opening of Bids as stipulated in the Bidding Documents and each Bidder so agrees in submitting its Bid.

5.6.2 Prior to the time and date designated for submission of the Bid Documents, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for submission of the Bid Documents. Such notice shall be in writing over the signature of the Bidder and received by the Department before the date and time set for submission of the Bid Documents; and it shall be worded so as not to reveal the amount of the original Bid.

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

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

## 6.0 Consideration of Bids and Award of Contract

6.1 Opening of Bids - The Bids received on time will be opened publicly and will be read aloud at the time, or as soon thereafter as possible, on the date identified for submission of the Bid Documents at the location specified.

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

### 6.3 Award of Contract

6.3.1 Award will be made to the lowest, responsive, responsible Bidder. To be considered responsive, the Bid must conform in all respects to the conditions of the Invitation for Bid, to the Instructions to Bidders, Palm Beach County Code Sections 2-51 through 2-54, as amended, and to Florida law. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within two (2) business days of the County's request, a completed Post Bid Information form identified as Appendix B to the Contract Documents. Failure to return a completed Appendix B within two (2) business days of request will result in rejection of the Bid by the County.

6.3.2 Bid tabulations with recommended awardees, will be posted at the location where bids were opened, for review by interested parties, prior to award by the Board of County Commissioners, and will remain posted for a minimum period of five (5) business days. Failure to file a protest to the Director of Purchasing during the 5 day period following initial posting shall constitute a waiver of proceedings under Section 2-55 of the Palm Beach County Code.

6.3.3 The County, in accordance with Title VI of the Civil Rights Act of 1964, affirmatively ensures that in any contract entered into pursuant to the Invitation for Bid, contractors will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration of award.

6.3.4 The dollar amount for award of this Contract shall be either: 1) the lowest Base Bid Subtotal, or, 2) the lowest total of the Base Bid plus the Alternate Bid, the selection to be determined by the County in its sole discretion. The County reserves the option to award, reject or re-bid Alternate Bid Item(s) in any sequence or at any time deemed to be in the best interest of the County, and, with no recourse to the Contractor.

6.3.4.1 The amounts bid for each Alternate Bid Item not selected by the County as a part of the initial Contract award, shall constitute an ongoing and open offer and the prices stated in the Sealed Bid shall be maintained for a minimum period of one (1) year, or the duration of the Contract whichever is shorter. If the County opts to accept an Alternate Bid Item(s) within the time frame identified above but after the time at which such activity fits into the Contractor's approved schedule so as to cause a time or monetary impact, the cost of the Alternate Bid Item(s) can be adjusted accordingly. However, in no instance shall the Contractor be entitled to extended home office overhead costs as a result of the County exercising this option.

6.3.5 Bids which are determined by the County to be unbalanced bids or which contain unbalanced line item pricing when compared to competitor's bids for the same item and standard industry prices, and which significantly deviate from the County's determination of acceptable line item pricing, may be rejected by the County in accordance with established County procedures. The County has a formal, written policy (PPM #CW-O-042) against front-end loaded projects. A copy of this policy is available upon request.

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

1. Interest by the same person or company in more than one bid.

2. Collusion among or between bidders.
3. Unbalanced bids; that is bids in which the price bid is out of all proportion to the other bids received.
4. Lack of responsibility on the part of the Bidder and its Subcontractors. (For example, no bidder will be considered responsible if it had recently failed to satisfactorily carry out any previous contract with Palm Beach County. No Subcontractor will be considered responsible if it defaulted on obligations related to a Palm Beach County Project within the last two years.)
5. Lack of experience or capital on the part of the Bidder. Evidence of experience, ability, financial standing and machinery available may be required of any bidder.
6. Substantial evidence of bad character or dishonesty.
7. Lack of current applicable certification and/or license for the purpose of performing the specified work.
8. Any cause listed under Section 2-56 of the Palm Beach County Code as amended.
9. History of unsuccessful claims asserted by Bidder against public owners in the State of Florida, such as to establish a trend of improperly asserted claims.
10. Disqualification pursuant to any federal, state, or local law or ordinance.
11. Failure to comply with the instructions of the Invitation to Bid, failing to use the Bid forms required, submitting an incomplete bid form, or incomplete or unacceptable bid bond or bid bond surety affidavit and power of attorney.
12. Any other cause that, as a matter of law renders the Bid non-responsive or non-responsible.

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

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

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

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

9.0 Public Bid Disclosure Compliance - All fees including, but not limited to, certificate of occupancy permit fees and inspection fees payable by the Contractor to the County by virtue of this project will be waived by the County. However, the Contractor shall be responsible for any and all inspection fees for failed densities. Permits and fees that are required by the State of Florida or any state agency or by any other governmental agency are not waived. The requirement that all contractors and subcontractors of any tier be properly licensed or certified is not waived, and, no fees required to be paid by any contractor or subcontractor related to licensing and certification are being waived. All contractors and subcontractors, identified in the bid documents, who work in trades required to be licensed or certified by the Palm Beach County Construction Industry Licensing Board are required to have such licenses or certificates in place at the time of bid submission.

10.0 Cost Savings Incentive - The Costs Savings Incentive provisions of the General Conditions shall apply.

11.0 Liquidated Damages

If the Bid Form indicates that Liquidated Damages apply to this Contract, then they will be assessed at the rate(s) set forth in the Bid Form and **Work Order**. County and Contractor agree that time is of the essence in the performance of this Contract and both agree that the County will suffer damages in the event that Contractor fails to complete the Project within the time allotted in the **Work Order**. Such damages are difficult, if not impossible, to quantify at the time of contracting. Therefore, Contractor and County agree that the Liquidated Damages set forth in the Bid Form and **Work Order** are reasonable and are intended to induce Contractor to complete the Work on time and that said amounts are not a penalty nor shall they ever be contested as reflecting the imposition of a penalty against the Contractor.

The County shall have the right to apply as payment on such Liquidated Damages any money due to the Contractor from the County on any Project, and, to deduct Liquidated Damages either incrementally from progress payment(s), or from the Final Payment.

Permitting the Contractor to continue and to finish the Work, or any part of it, after the expiration of the Work Order Time, shall in no way act as a waiver on the part of the County of the Liquidated Damages due under the Contract.

The number of days of default shall be determined by counting all calendar days. In case of Contractor default and completion of the Work by the County, the Contractor and its Surety shall be liable for the Liquidated Damages under the Contract from the original completion date to the date of actual completion by County or any substitute contractor.

12.0 Lobbyist Registration - Cone of Silence

The Contractor shall comply with the provisions of Chapter 2, Article VIII of the Palm Beach County Code ("Lobbyist Registration" section). Section 2-355 of this section of the Palm Beach County Code includes a "Cone of Silence" provision that prohibits any communication, except written communication, regarding any Competitive Solicitation between:

- (a.) Any Person or Person's Representative seeking an award from such Competitive Solicitation; and
- (b.) Any County Commissioner, County Commissioner's staff, or, for those construction contracts less than \$200,000, the ERM Director/Deputy Director.

With regard to this Cone of Silence, please note the following:

12.1 For the purposes of this Section, a Competitive Solicitation includes an: Invitation for Bid ("IFB"), Request for Qualification ("RFQ"), Request for Proposal ("RFP"), or, any other competitive solicitation, for a Contract Price that equals or exceeds \$100,000 (Mandatory Bid or Proposal Amount).

12.2 For the purposes of this Section,

- (a) Person shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations (profit or not-for-profit), professional corporations, or associations, and all other groups or combinations however constituted; and
- (b) Person's Representative shall include, but shall not be limited to, the Person's employee, partner, officer, director, consultant, Lobbyist, or any actual or potential subcontractor or consultant of the Person.

12.3 The "Cone of Silence" shall be in effect as of the deadline to submit the proposal, bid, or other response to a Competitive Solicitation. The Cone of Silence shall remain in effect and subject to the terms of this section for any Person or Person's Representative who responds to a Competitive Solicitation, and such response is either rejected by the County or withdrawn by the Person or Person's representative. Each Competitive Solicitation shall provide notice of "Cone of Silence" requirements and refer to this section of the Palm Beach County Code.

12.4 The provisions of this section of the Palm Beach County Code shall not apply to oral communications at any public proceeding, including pre-bid conferences; oral presentations before selection committees; contract negotiations during any public meeting; presentations made to the Board of County Commissioners (Board), and protest hearings. Further, the "Cone of Silence" shall not apply to contract negotiations between any County employee and the intended awardee; any dispute resolution process following the filing of a protest between the Person filing the protest and any Employee, or any written correspondence at any time with any County employee, County Commissioner, County Commissioner's staff, advisory board member, selection committee member, unless specifically prohibited by the applicable Competitive Solicitation process.

12.5 The "Cone of Silence" shall terminate at the time the Board, or a County Department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

12.6 Violations of this section of the Palm Beach County Code are punishable by a fine of \$250.00 per violation. Willful violations of the Cone of Silence will be referred to the State Attorney for prosecution in the same manner as a second degree misdemeanor which, upon conviction, is punishable by a fine of up to \$500, imprisonment of up to 60 days, or both.

12.7 Any contract entered into in violation of the Cone of Silence provisions in this section shall render the transaction voidable.

### 13.0 Living Wage

13.1 The Contractor shall comply with the provisions of Chapter 2, Article IV, Division 3 of the Palm Beach County Code ("County Living Wage Ordinance" section). Pursuant to this section of the Palm Beach County Code, construction contractors and subcontractors are required to pay each employee a living wage hourly rate (a) of at least \$12.05 per hour effective October 1, 2017 through September 30, 2018, (b) of at least \$12.31 per hour effective October 1, 2018 through September 30, 2019, and (c) as adjusted annually for inflation effective each October 1<sup>st</sup> thereafter per Section 2-149(b)(2) of the Palm Beach County Code.

13.2 Implementation - This information shall serve to notify the Contractor of the implementation requirements as referenced in Section 2-150 of the Palm Beach County Code, as stated below. A copy of this section of the Palm Beach County Code is available from the Department. The costs for implementing these requirements shall be incidental to the cost of the project.

13.3 Procurement Specifications - This section of the Palm Beach County Code shall apply to all construction contracts exceeding \$100,000 in value that are not subject to the Davis-Bacon Act or any related act or amendments that require Davis-Bacon wage rates. This section of the Palm Beach County Code shall apply to construction related services meaning any service, other than a professional service as defined by Section 2-52 of the Palm Beach County Code, consisting of work or labor performed directly upon the site of Work and directly related to construction. This section of the Palm Beach County Code also requires that the prospective contractors and subcontractors agree to produce, upon the request of the Department, or as otherwise provided by the County Administrator through countywide policy, all documents and payroll records required under this section of the Palm Beach County Code.

13.4 Bid Submission Documentation - The Bidder shall submit a completed and signed "Living Wage Certification" form included as Attachment No. 4 to the Bid Form, along with the required information. Subcontractors must provide the Certification to the Bidder, who may be requested from time to time to forward the Certification(s) to the Department.

13.5 Notice Requirements - The successful Bidder shall post a copy of the following NOTICE TO EMPLOYEES at the work site in a prominent place where it can easily be seen by the employees:

(The remainder of this page is left blank intentionally)



**PALM BEACH COUNTY LIVING WAGE**  
October 1, 2017, through September 30, 2018

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This notice is provided in accordance with the Palm Beach County Living Wage Ordinance and reflects the adjusted living wage effective October 1, 2017 through September 30, 2018.

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**NOTICE TO EMPLOYEES (ENGLISH):**

If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least **\$12.05** per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

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**NOTIFICACIÓN A PATRONES (ESPAÑOL):**

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos **\$12.05** por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.

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**AVI POU ENPLWAYE-YO (CREOLE):**

Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen **\$12.05** pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.

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**PALM BEACH COUNTY LIVING WAGE**  
October 1, 2018, through September 30, 2019

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This notice is provided in accordance with the Palm Beach County Living Wage Ordinance and reflects the adjusted living wage effective October 1, 2018 through September 30, 2019.

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**NOTICE TO EMPLOYEES (ENGLISH):**

If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least **\$12.31** per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

---

**NOTIFICACIÓN A PATRONES (ESPAÑOL):**

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos **\$12.31** por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.

---

**AVI POU ENPLWAYE-YO (CREOLE):**

Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen **\$12.31** pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.

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Posting requirements will not be required if the employer attaches a copy of the preceding Notice to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. The Bidder shall forward a copy of the requirements of this section of the Palm Beach County Code to any person or business submitting a bid for a subcontract.

13.6 Maintenance of Payroll Records - The successful Bidder and subcontractors shall maintain and preserve payroll records and basic records relating thereto for each employee for a period of three (3) years. The records shall contain:

- (1) Each employee's name and address;
- (2) Each employee's job title and classification;
- (3) The number of hours worked each day by each employee;
- (4) The gross wages and deductions made for each employee; and
- (5) Annual wages paid to each employee.

13.7 Reporting Payroll - Every six (6) months the successful Bidder shall certify and file with the Department, certification that all employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this section of the Palm Beach County Code. Each subcontractor must submit the certification to the successful Bidder, who may be requested from time to time to forward the certification(s) to the Department. Upon the County's request, the successful Bidder and subcontractors shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period.

#### 14.0 Criminal History Records Check

14.1 If Contractor's employees, any tier subcontractors, consultants, vendors, repair persons, or delivery persons (Contractor Directed Personnel) are required under this Contract to enter any facility owned, operated or leased by the County that has been determined by Resolution R2013-1470, as amended, to be critical to security and, public safety or critical to criminal justice information ("Critical Facility"), the Contractor shall comply with the provisions of Palm Beach County Code, Sections 2-371 - 2-377 ("Criminal History Record Check" section). Pursuant to this section of the Palm Beach County Code, the County will conduct a fingerprint based criminal history record check (CHRC) on Contractor Directed Personnel. The Contractor acknowledges and agrees that all Contractor Directed Personnel who are to perform Work in a Critical Facility will be subject to a fingerprint based CHRC.

14.2 The bidder understands that it is solely responsible for the financial, schedule and/or staffing implications of compliance with this section of the Palm Beach County Code and represents and warrants that its bid price includes any direct or indirect costs (not including the Florida Department of Law Enforcement/Federal Bureau of Investigation fees which will be paid directly by the County) associated with complying with this section of the Palm Beach County Code.

14.3 In accordance with County PPM #CW-L-044, the Contractor must complete the fingerprint and CHRC process prior to commencement of work within a Critical Facility. The Contractor shall provide the Department with completed contractor/subcontractor forms for each company and CHRC application forms for Contractor Directed Personnel six (6) weeks prior to commencement of work. The Department will submit the CHRC request to the County's Electronic Services and Security Division of the Facilities Development and Operations Department (ESS)/Access Section. The Contractor shall coordinate appointments for Contractor Directed Personnel fingerprinting with the ESS/Access Section. Those Contractor Directed Personnel clear of disqualifying offenses will be granted a photo identification card, which must be worn at work at all times. A list of disqualifying offenses is available upon request. Any Contractor Directed Personnel found to have a disqualifying criminal offense will be denied unescorted access to the project or assigned an escort at the County's discretion. The Contractor will be charged a nominal fee for lost cards. All cards shall be returned to the Department prior to closeout and final payment of the Project.

## 15.0 Palm Beach County Office of the Inspector General

The County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bids or any resulting contracts.

## 16.0 Department Specific Instructions

16.1 During the course of the Project, Contractor can expect to receive and agrees to execute, when required, certain project related documents in a form substantially similar to those forms (a) attached as Appendix A and (b) located in or required by the Supplemental General Conditions for federally/state-funded Work Orders.

16.2 The Department may require the submission of the Post-Bid Information pursuant to Section 6.3.1 of these Instructions to Bidders to be submitted in substantially the form attached as Appendix B to the General Conditions. The Department may, in its sole discretion, require more or less information than the information required by Appendix B and Contractor agrees to provide such information as Department may require.

16.3 If the Contractor wants to have the Department consider the use of alternate or "or equal" products other than those specified in the Contract, then Contractor shall submit such products to the Department on the County's form provided in the Bid Form Section along with Contractor's Primary Bid Documents. However, Contractor shall not base its bid on these proposed products. Contractor's Bid must be based on the products specified in the Contract Documents or it will be rejected as non-responsive.

16.4 There will be no Early Completion Incentive for this Contract.

16.5 If a Mandatory Pre-Bid Visit and/or Meeting is required in the Invitation for Bid, sealed bids will only be accepted from firms attending the Mandatory Pre-Bid Visit and Meeting. If less than three (3) firms attend the Mandatory Pre-Bid Visit and Meeting, the County reserves the right to waive this requirement.

16.6 For the projected Work Orders, as may be amended, the anticipated locations where Work is to be performed and any potential temporary construction staging site for storage of materials, equipment and supplies are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials, equipment and supplies are to be provided by the Contractor. Easements to access the locations are not required, unless otherwise provided in the Contract Documents.

16.7 Pending and completed Department projects are described at <http://discover.pbcgov.org/erm/Pages/Beaches.aspx>. Awarded contracts are described at <http://discover.pbcgov.org/erm/Pages/Construction-Contracts.aspx>.

## 16.8 Quantities and Ordering of Work

16.8.1 The quantities of Work or material stated in unit price items of the Bid Schedule are supplied only to give an indication of the general scope of the Work over a two (2) year period; the County does not expressly or by implication agree that the actual quantity of Work to be performed by the Contractor or during the Contract Term will correspond therewith, and County reserves the right after award to increase or decrease the quantity of any unit item of the Work, without a change in the unit price. The County shall direct the Contractor to perform the Work as needed through multiple Work Orders on a task-by-task basis. Only Environmental Resources Management Department's Director, or designee, the County's Contract Review Committee or the Board of

County Commissioners are authorized to execute approved Work Orders initiated by the Department for the County. Upon Contractor's acceptance of the Work Order, the County shall issue a Notice to Proceed for the Work Order.

16.8.2 Computation of quantities that will be the basis for payment estimates, both monthly and final, shall be made jointly by the Contractor and the County.

16.8.3 The County reserves the right to make multiple awards for this Contract. In the event the County exercises this right, the lowest, responsive, responsible Bidder shall be designated Contractor A and the next lowest responsive, responsible Bidder shall be designated Contractor B.

16.8.4 Assignment of Work Orders shall be at the sole discretion of the County. The County will issue each Work Order to the Contractor with the lowest Work Order Price based on its contracted unit prices for the Project. If the Contractor does not accept the Work Order, then the County will issue the Work Order to the Contractor with the next lowest Work Order Price. The County may consider concurrent Projects and their combined Work Order Prices in its determination of the lowest Work Order Price. The County may choose to solicit another contractor for a specific Project or use in-house staff to perform a specific Project or any of the tasks. No minimum amount of work is guaranteed to the Contractor(s). This is not an exclusive Contract.

16.8.5 The Contractor is not obligated to accept a Work Order, provided, however, the Contractor must issue a written notice to the Department that it is declining the Work Order within forty-eight (48) hours after notification of intent to award or receipt of the Work Order, whichever is first. The Contractor is obligated to perform the Work after accepting a Work Order and receiving County's Notice to Proceed or if Contractor fails to provide written notice of declination of the Work Order.

## 16.9 Contract Term and Work Time

16.9.1 The initial Contract Term during which Work Orders can be issued is two (2) years from the date of Contract approval by the County. The Contract Term may be extended by execution of an amendment for an additional one (1) year, upon approval by the Contractor and the Board of County Commissioners.

16.9.2 The extension option(s) shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations, except as provided in section 16.10.

16.9.3 The Work shall be substantially complete and then finally complete within the specified number of successive calendar days from the Commencement Date as established by the County and as stated in each Work Order and Notice to Proceed ("Work Time").

16.9.4 The Contract will continue to apply and be in full force and effect as to any Work Order that was properly initiated during the Contract Term or renewed Contract Term.

## 16.10 Contract Price

16.10.1 The County shall pay the Contractor for completion of the Work in accordance with the Contract in current funds, subject to adjustments as provided therein, as stated in each Work Order, as calculated in accordance with the Bid Schedule submitted in the Sealed Bid and authorized pursuant to Article 3 of the General Conditions. The cumulative value of all Work Orders issued under the Contract shall not exceed the Contract Price, except as may be increased according to Articles 42 and 43 of the General Conditions. Any increase in the Contract Price or renewal(s) shall be subject to appropriation of funds by the Board of County Commissioners.

16.10.2 At the beginning of the 2<sup>nd</sup> year and, if extended, the 3<sup>rd</sup> year of the Contract Term, the County shall consider a single annual price adjustment to the unit price(s) in the Bid Schedule based on the U.S. Department of Labor, Bureau of Labor Statistics U.S. City Average Consumer Price Index (CPI-U, All Items, Not

Seasonally Adjusted (NSA), 1982-84 base) if requested in writing by the Contractor. The website is <http://www.bls.gov/cpi/>. At the County's sole discretion, this annual adjustment shall not exceed three percent (3%) and shall be calculated by using the appropriate annual percentage as provided by the Bureau of Labor Statistics not more than ninety (90) calendar days nor less than thirty (30) calendar days prior to the first day of the 2<sup>nd</sup> year and, if extended, the 3<sup>rd</sup> year of the Contract Term.

#### 16.11 Payment Procedure

16.11.1 The County may make progress payments, or, one (1) Final Payment on account of the Work Order Price on the basis of the Contractor's Applications for Payment for each Work Order for approved Work. All progress and final payments shall be made on the basis of the amount of Work completed. In the event no unit values are provided, progress payments shall be made in accordance with the provisions of the General Conditions. Retainage shall be held on all progress payments for any Work Order.

#### 16.12 Requirements for Federally/State-Funded Projects

16.12.1 A Work Order will be funded, in whole or in part, by the U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA), a Federal agency, through the State of Florida Division of Emergency Management (FDEM) to the County.

16.12.2 The Contractor shall comply with Federal/State requirements outlined in the Supplemental General Conditions and attached to the Work Order executed under this Contract.

16.12.3 There are no provisions in this solicitation for Local Preference, Glades Local Preference, Glades Resident (Glades Employee) Incentive, Apprentice Incentive or Small Business Enterprise (SBE) Program.

#### 16.13 Protests

16.13.1 In addition to the contract award protest procedure referenced in Section 6.3.2, a Protester may file a vendor suspension/debarment protest or a Living Wage Ordinance violation complaint in accordance with the Palm Beach County Code (Sections 2-56, 2-150.1) and Countywide Policy and Procedure Memorandum (PPM) No. CW-L-039.

#### 16.14 Miscellaneous

16.14.1 Contractor understands and agrees that it shall not prosecute any Work pursuant to this Contract until it has received a duly executed Work Order from the County for such Work.

16.14.2 Contractor also understands that this is not an exclusive agreement and that County may contract with others for the same or similar Work without violating this Contract.

16.14.3 Contractor understands and agrees that Contractor is not promised, assured, or guaranteed that it will receive any specific, minimum dollar amount of Work to perform pursuant to this Contract.

**END OF SECTION**

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY**

**Project Name: Palm Beach County Dune and Beach Restoration  
Annual Contract (Federalized)  
Project No.: 2018ERM01**

**BID FORM AND ATTACHMENTS**

**TABLE OF CONTENTS AND CHECKLIST**

| <b><u>SECTION DESCRIPTION</u></b>   | <b><u>BID PACKAGE MUST INCLUDE:</u></b>  | (v)      |
|---|--|----------|
| 1.0 BID FORM (pages 1-8)  | filled out, signed, notarized  | <u>✓</u> |
| 2.0 BID BOND - Attachment No. 1<br>(pages 9-10)   | filled out, signed, sealed, with<br>Power of Attorney attached   | <u>✓</u> |
| 3.0 LIST OF SUBCONTRACTORS<br>AND SUBCONSULTANTS -<br>Attachment No. 2 (page 11)  | filled out   | <u>✓</u> |
| 4.0 TRENCH SAFETY AFFIDAVIT -<br>Attachment No. 3 (page 12)   | filled out, signed, notarized  | <u>✓</u> |
| 5.0 LIVING WAGE CERTIFICATION -<br>Attachment No. 4 (page 13)   | filled out, signed, sealed,<br><u>with information requested</u>   | <u>✓</u> |
| 6.0 LIST OF RELATED WORK<br>EXPERIENCE - Attachment No. 5<br>(pages 14-15)  | filled out, <u>with information<br/>and sand sample requested</u> ,<br>including copies of licenses/<br>certificates | <u>✓</u> |
| 7.0 CERTIFICATION REGARDING ARTICLES,<br>MATERIALS, AND SUPPLIES PRODUCED<br>IN UNITED STATES AS REQUIRED BY<br>41 USC§ 10A - Attachment No. 6 (page 16)  | filled out, signed   | <u>✓</u> |
| 8.0 NON-COLLUSION AFFIDAVIT OF<br>PRIME BIDDER - Attachment No. 7<br>(page 17)  | filled out, signed, notarized  | <u>✓</u> |
| 9.0 CERTIFICATE REGARDING<br>LOBBYING - Attachment No. 8 (page 18)  | filled out, signed   | <u>✓</u> |
| 10.0 CERTIFICATE REGARDING DEBARMENT,<br>SUSPENSION, INELIGIBILITY AND<br>VOLUNTARY EXCLUSION -<br>LOWER TIER PARTICIPANT -<br>Attachment No. 9 (page 19) | filled out, signed   | <u>✓</u> |
| 11.0 CERTIFICATE (CORPORATION, LLC) -<br>Attachment No. 10 (page 20i, ii)   | <b>ONLY ONE</b> filled out,<br>signed, sealed, notarized   | <u>✓</u> |

**BID FORM**

**PROJECT NO.:** 2018ERM01

**PROJECT NAME:** Palm Beach County Dune and Beach Restoration  
Annual Contract (Federalized)

**DATE:** 6/11/2018

To: Palm Beach County Board of County Commissioners  
Environmental Resources Management Department  
2300 N. Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, Florida, 33411-2743

From: Bidding Firm identified on Page(s) Bid Form 5

1.1 Having carefully examined the Bid and Contract Documents and Drawings for the Project entitled **Project Name: Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)**, **Project No.: 2018ERM01** as well as the premises and conditions affecting the Work, and confirming that the Bidder, if successful, shall visually inspect the site location(s) where construction is required prior to executing the Work Order(s), the undersigned hereby declares that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal as principals, and that this proposal is made without collusion with any person, firm, or corporation, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed Work and the source of supply of materials, and we hereby agree to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations within the time limit specified in this proposal for the following Total Base Bid, and, if applicable, the Alternate Bid(s):

Base Bid Price: Ten Million Four hundred twenty five thousand nine hundred and twelve dollars  
(written out) and 46/100

(\$ 10,425,912.46) which sum is hereinafter referred to as the (numeric)  
"Base Bid".

Alternate Bid Price: One hundred eighteen thousand five hundred ninety seven dollars  
(written out) and 80/100

(\$ 118,519.80) which sum is hereinafter referred to as the (numeric)  
"Alternate Bid".

The dollar amount for award of this Contract shall be either: 1) the lowest Base Bid Subtotal, or, 2) the lowest total of the Base Bid plus the Alternate Bid, the selection to be determined by the County in its sole discretion.

1.2 The undersigned acknowledges that it has included with its Bid the required Bid Security for not less than five percent (5%) of the total amount of its Base Bid.

1.3 The Bidder shall be bound by the terms of its Bid Proposal for a period of one hundred twenty (120) calendar days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from the County within the above 120 day period, then the Bidder will be bound by the Bid Proposal as submitted. If the County fails to issue a Notification from the County to the successful Bidder within the above identified 120 day period, the successful Bidder will not be required to honor its Bid Proposal unless otherwise agreed to by both parties. County anticipates, but does not guarantee the award of bid and written notice to proceed within ninety (90) calendar days of Notification from the County, absent the filing of a timely bid protest.

1.4 The undersigned acknowledges that Work Orders will be federally/state-funded projects, and, if awarded, agrees to comply with the federal and state requirements specified in the Supplemental General Conditions and Work Order.

1.5 It is agreed that the undersigned has obtained all issued Addenda released on the Department's website, <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum # 1 dated 6/4/2018 Addendum # \_\_\_\_\_ dated \_\_\_\_\_  
Addendum # \_\_\_\_\_ dated \_\_\_\_\_ Addendum # \_\_\_\_\_ dated \_\_\_\_\_

1.6 Time is of the essence. The undersigned Bidder agrees that, if awarded the Contract hereunder, it shall (a) commence the Work (Commencement Date) to be performed under the Contract on the date set by the County in its written notice to proceed, (b) continue the Work with diligence, and (c) Substantially Complete all the Work within the time stated in each Work Order. Final Completion shall be 30 (thirty) calendar days after Substantial Completion and shall be specified in the Punch list. The undersigned agrees that, if awarded the Contract, it shall complete said separable portions of Work in accordance with such date(s). Substantial Completion is defined in the General Conditions.

1.6.1 Should the Contractor (or in the event of a default, its Surety) fail to achieve Substantial Completion by the contractually established date, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day beyond the Contractual end date, until certification of Substantial Completion and acceptance has been given by the County. **The Liquidated Damages rate shall be stated in each Work Order in an amount that will be based on the project requirements**, generally no less than \$725.00 per calendar day per Work Order through the date of certification of Work Order Substantial Completion.

1.6.2 Should the Contractor (or in the event of a default, its Surety) fail to achieve Final Completion within the time specified in the Punch list, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day beyond the date specified in the Punch list, until certified for Final Completion. **The Liquidated Damages rate shall be stated in each Work Order in an amount that will be based on the project requirements**, generally no less than \$725.00 per calendar day per Work Order through the date of certification of Work Order Final Completion, except as provided in Paragraph 1.6.1 above.

Liquidated Damages due the County may be deducted from payments due the Contractor, or may be collected directly from the Contractor or its surety or sureties. The liability of the Contractor and its Surety or Sureties for delay damages shall be joint and several. These provisions for liquidated damages shall not prevent the County, in case of the Contractor's default, from terminating the right of the Contractor to proceed as provided in General Conditions.

1.7 The Costs Savings Incentive provisions of the General Conditions are in effect for this Contract.

1.8 If the undersigned is notified of the acceptance of this bid, the Bidder agrees to execute within fourteen (14) calendar days, a Contract for the above Work, complete with all required insurance certificates and any resolutions or other documentation the Department may reasonably require. The undersigned further agrees to furnish, within fourteen (14) calendar days of the County's request, and prior to execution of the first Work Order, a guarantee, and, sufficient and satisfactory Payment Bond and Performance Bond on the forms herein provided, in the sum of not less than 100% of the first Work Order, and shall provide additional bonding to maintain the total penal amount equal to the total balance of all incomplete Work Orders and Work Supplements. Retainage shall be included in the balance calculation.

1.9 Statement of Participation in Contracts Subject to Nondiscrimination Clause:

**The Bidder shall complete the following statement by checking the appropriate boxes:**

The Bidder () has () has not participated in a previous contract subject to the nondiscrimination clause prescribed by Executive Order 11246, as amended.

The Bidder () has () has not submitted all compliance reports in connection with any such contract, due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

The Bidder has () < 50 employees () ≥ 50 employees. Successful Bidder(s) are required to re-certify this information every January during the Contract.

**Failure to complete the previous statements shall result in rejection of your Bid.**

If the Bidder has participated previously in a contract subject to the nondiscrimination clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report, EEO-1" prior to the award of the Contract.

1.10 Statement of Membership on a Palm Beach County Government Committee:

**The Bidder shall complete the following statement by checking the appropriate boxes:**

The Bidder, including any of its principals, () is () is not a member of any Palm Beach County Government Committee.

If a committee member, the Bidder, including any of its principals, () has () has not filed a statement with the Palm Beach County Supervisor of Elections and the Commission on Ethics disclosing the nature of interest in this submitted Bid.

1.11 The undersigned does hereby declare that the Bid covers all expenses of every kind incidental to the completion of said Work and the Contract therefore, including all claims that may arise through damages or other causes whatsoever. The undersigned does hereby declare that it shall make no claim on account of any variation from any estimate in the quantities of Work to be done, nor on account of any misunderstanding or misconception of the nature of the Work to be done or the grounds, subsurface conditions, or place where the Work is to be done.

1.12 ENCLOSURES:

ATTACHMENT NO. 1 BID BOND

- ATTACHMENT NO. 2 LIST OF SUBCONTRACTORS AND SUBCONSULTANTS
- ATTACHMENT NO. 3 TRENCH SAFETY AFFIDAVIT
- ATTACHMENT NO. 4 LIVING WAGE CERTIFICATION
- ATTACHMENT NO. 5 LIST OF RELATED WORK EXPERIENCE
- ATTACHMENT NO. 6 CERTIFICATION REGARDING ARTICLES, MATERIALS, AND SUPPLIES PRODUCED IN UNITED STATES AS REQUIRED BY 41 USC§ 10A
- ATTACHMENT NO. 7 NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
- ATTACHMENT NO. 8 CERTIFICATE REGARDING LOBBYING
- ATTACHMENT NO. 9 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER PARTICIPANT
- ATTACHMENT NO. 10 CERTIFICATE (CORPORATION, LLC)

Respectfully Submitted,

Eastman Aggregate Enterprises, LLC  
 (Name of Bidding Firm)

3705 Bellevue Avenue, Lake Worth, FL 33461  
 (Bidding Firm's Address)

561-969-7147  
 (Bidding Firm's Phone #)

561-434-3477  
 (Bidding Firm's Fax #)

bernie@eastmanagg.com  
 (Bidding Firm Contact's Email Address)

By: [Signature]  
 (Authorized Signature)

Bernard Eastman, Managing Member  
 (Signatory Name & Title)

State of Florida

County of Palm Beach

Subscribed and Sworn to (or affirmed) before me on 6/12/2018 (date) by Bernard Eastman (name).

He/She is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification.

[Signature]  
 Notary Public Signature and Seal  
 Print Notary Name and Commission Number



Above Bidder is:

( ) Corporation ( ) Partnership/Joint Venture (  ) Limited Liability Company ( ) Sole Proprietorship

CONTRACTOR DATA:

Bidder's License or Certificate Number (as applicable): 200509806 + 2008 18563

Contractor's Federal Tax No: 20-1556749

Palm Beach County Vendor #: VC 0000 107767

## BID SCHEDULE

**PROJECT NUMBER:** 2018ERM01  
**PROJECT NAME:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)  
**CONTRACTOR NAME:** Eastman Aggregate Enterprises, LLC  
**DATE:** June 12, 2018

|   | MULTIPLIER | MILES |
|---|------------|-------|
| A DISTANCE FROM BIDDER'S SAND SOURCE TO PBC VISTA CENTER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FL 33411-2743 |            | 85.0  |

| BASE BID ITEMS  | UNIT                | QUANTITY (2 YEARS) | UNIT COST | TOTAL COST              |
|---|---------------------|--------------------|-----------|-------------------------|
| 1 SUPPLY SAND   | TON                 | 347,034            | \$ 8.83   | 3,064,310.22            |
| 2 TRANSPORT AND DELIVERY OF MATERIAL (FIRST TON-MILE) <sup>1</sup>      | TON-MILE            | 355,034            | 1.36      | 482,846.24              |
| 3 TRANSPORT AND DELIVERY OF MATERIAL (ADDITIONAL TON-MILE) <sup>2</sup> | TON-MILE            | 29,150,856         | 0.18      | 5,247,154.08            |
| 4 CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)             | TON                 | 98,500             | 2.00      | 197,000.00              |
| 5 ADDITIONAL 100' OF CONVEYOR   | TON                 | 26,000             | 2.23      | 57,980.00               |
| 6 BEACH PLACE AND GRADE (<1000' FROM ACCESS)                            | TON                 | 194,820            | 2.95      | 574,719.00              |
| 7 BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)                       | TON                 | 107,068            | 3.65      | 390,798.20              |
| 8 BEACH PLACE AND GRADE (2000'-3000' FROM ACCESS)                       | TON                 | 40,446             | 4.41      | 178,366.86              |
| 9 BEACH PLACE AND GRADE (>3000' FROM ACCESS)                            | TON                 | 3,000              | 8.00      | 24,000.00               |
| 10 SITE PREPARATION & RESTORATION                                       | CONSTRUCTION ACCESS | 13                 | 1,317.47  | 17,127.11               |
| 11 SUPPLY, DELIVERY, AND INSTALLATION OF SOD                            | SY                  | 3,850              | 6.75      | 25,987.50               |
| 12 REPAIR/REPLACE IRRIGATION  | LF                  | 200                | 5.00      | 1,000.00                |
| 13 SCARP MANAGEMENT   | LF                  | 7,500              | 0.45      | 3,375.00                |
| 14 COMPACTION MANAGEMENT  | SY                  | 3,400              | 0.11      | 374.00                  |
| 15 DEBRIS REMOVAL   | TON                 | 239                | 50.24     | 12,007.36               |
| 16 MAINTENANCE OF VEHICULAR AND PEDESTRIAN TRAFFIC                      | WORK ORDER          | 5                  | 2,500.00  | 12,500.00               |
| 17 CERTIFIED SAND QUALITY TESTING                                       | SAMPLING EVENT      | 141                | 323.79    | 45,654.39               |
| 18 EXCAVATION TO GRADE AND LOAD FOR ONSITE TRANSPORT                    | CY (IN-BANK)        | 6,250              | 2.25      | 14,062.50               |
| 19 LOAD FOR OFFSITE TRANSPORT   | TON                 | 8,000              | 0.84      | 6,720.00                |
| 20 MATERIAL GRADING   | CY (IN-BANK)        | 2,000              | 0.84      | 1,680.00                |
| 21 TURBIDITY CONTROL AND MONITORING                                     | DAY                 | 105                | 650.00    | 68,250.00               |
| <b>BASE BID SUBTOTAL</b>  |                     |                    |           | <b>\$ 10,425,912.46</b> |

Each Base Bid Item shall include mobilization/demobilization in its unit price.

<sup>1</sup>It is expected that COUNTY-supplied sand shall be used to augment the sand quantity for various projects at the COUNTY's discretion. For bidding purposes, the COUNTY has included an additional 4,000 tons of COUNTY-supplied sand, within 1 mile of the project, in Line Item 2 for Various Dune Projects in each year.

<sup>2</sup>For bidding purposes, additional ton-miles are calculated by multiplying the miles in Line A less 1 mile by the quantity in Line Item 1. Line Items 2 and 3 do not include return mileage.

| ALTERNATE BID ITEMS                   | UNIT         | QUANTITY | UNIT COST | TOTAL COST              |
|---------------------------------------|--------------|----------|-----------|-------------------------|
| 1A HAUL ROAD CONSTRUCTION             | LF           | 340      | \$ 18.00  | 6,120.00                |
| 2A HAUL ROAD REMOVAL                  | LF           | 340      | 4.47      | 1,519.80                |
| 3A TEMPORARY ROAD MAT SYSTEM          | 10 MATS/WEEK | 6        | 1,000.00  | 6,000.00                |
| 4A SAND SCREENER                      | TON          | 8,000    | 9.50      | 76,000.00               |
| 5A SUPPLY/INSTALL SILT FENCE          | LF           | 140      | 2.00      | 280.00                  |
| 6A PRE-/POST-CONSTRUCTION SURVEY      | TRANSECT     | 26       | 1,100.00  | 28,600.00               |
| <b>ALTERNATE BID SUBTOTAL</b>         |              |          |           | <b>\$ 118,519.80</b>    |
| <b>BASE BID + ALTERNATE BID TOTAL</b> |              |          |           | <b>\$ 10,544,432.26</b> |

Each Alternate Bid Item shall include mobilization/demobilization in its unit price.



**ATTACHMENT NO. 1 TO BID FORM**  
**BID BOND**

**PROJECT NO.:** 2018ERM01  
**PROJECT NAME:** Palm Beach County Dune and Beach Restoration  
Annual Contract (Federalized)  
**DATE:** June 12, 2018

KNOW ALL MEN THESE PRESENT: That we, Eastman Aggregate Enterprises, LLC (hereinafter called "Principal"), and Philadelphia Indemnity Insurance Company (hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision in the State of Florida, (hereinafter called "County") in the sum of Five Percent of Bid Amount Dollars, (\$5% of Bid Amount), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **Project Name:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized) **Project No.:** 2018ERM01 in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check, money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the Bidder would, if given a Notification from the County, enter into a written contract with the County, and furnish required insurance within fourteen (14) consecutive calendar days after the County issues the Notification from the County.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid of the "Principal" herein is accepted and said "Principal", within fourteen (14) consecutive calendar days after written notice being given of such acceptance, (i) enter into a written contract with the County, and (ii) furnishes required insurance, then this obligation shall be void. If the Principal fails to complete (i) and (ii) above, the sum herein stated shall be due and payable to the "County", and the "Surety" herein agrees to pay said sum immediately upon demand of the "County", in good and lawful money of the United States of America, as liquidated damages for failure of said "Principal"

IN WITNESS WHEREOF, the undersigned have made and executed this Bid Bond as of the Date above written.

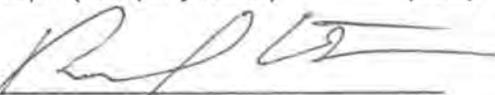
  
\_\_\_\_\_  
(witness signature)

Michelle Pelletier  
\_\_\_\_\_  
(witness name printed)

  
\_\_\_\_\_  
(witness signature)

Lyon Shorken  
\_\_\_\_\_  
(witness name printed)

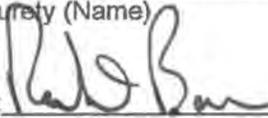
Eastman Aggregate Enterprises, LLC  
\_\_\_\_\_  
Principal (Company Name) (Seal)

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

Bernard Eastman  
\_\_\_\_\_  
Print Name

Its: Managing Member  
\_\_\_\_\_  
Title

Philadelphia Indemnity Insurance Company  
\_\_\_\_\_  
Surety (Name) (Seal)

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

Robert Barra  
\_\_\_\_\_  
Print Name

Its: Attorney In Fact  
\_\_\_\_\_  
Title

One Bala Plaza, Ste 100 Bala Cynwyd, PA 19004  
\_\_\_\_\_  
Address

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Robert Barra of Bob Barra Bonds, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

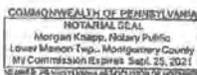
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12 day of June, 20 18



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**ATTACHMENT NO. 2 TO BID FORM  
LIST OF SUBCONTRACTORS AND SUBCONSULTANTS**

**PROJECT NO.:** 2018ERM01

**PROJECT NAME:** Palm Beach County Dune and Beach Restoration  
Annual Contract (Federalized)

**CONTRACTOR NAME:** Eastman Aggregate Enterprises, LLC

**DATE:** 6/11/2018

A list of all subcontractors, including subconsultants, to be utilized on the Contract shall be provided herein. This list of subcontractors, subconsultants and their license numbers shall be included with the Bid Documents. Refer to Instructions to Bidders, Paragraph 5.4. The Contractor shall complete all information in all categories that apply. Suppliers or off-site fabricators are not to be listed.

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

Following are all the subcontractors and subconsultants to be used if the undersigned is awarded the Contract.

| <u>TRADE</u>                           | <u>SUBCONTRACTOR/<br/>SUBCONSULTANT</u> | <u>LICENSE/CERTIFICATE NO.</u> |
|--|---|--------------------------------|
| Material Testing<br>Seismic monitoring | GFA International, Inc                  | 4930                           |
| Surveying                              | Morgan & Sklund, Inc.                   | LB 4298                        |
| Heavy Hauling                          | Austin Tuper Trucking, Inc.             | 201002552                      |
| Heavy Hauling                          | Allied Trucking of Palm Beach           | 201100468                      |
| Heavy Hauling                          | Tru Trucking                            | 200401385                      |
|  |   |                                |
|  |   |                                |
|  |   |                                |
|  |   |                                |
|  |   |                                |

**ATTACHMENT NO. 3 TO BID FORM  
TRENCH SAFETY AFFIDAVIT**

PROJECT NO.: 2018ERM01

PROJECT NAME: Palm Beach County Dune and Beach Restoration  
Annual Contract (Federalized)

CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC

DATE: June 11, 2018

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

Eastman Aggregate Ent LLC (NAME OF CONTRACTOR) hereby provides written assurance that the Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R. 1926.650 – 652 Subpart P, will be adhered to during trench excavation in accordance with Florida Statute Sections 553.60 through 553.64 inclusive (1990), "Trench Safety Act". The undersigned acknowledges that included in the various items of the proposal and in the Total Base Bid, and if applicable, the Alternate Bid(s), are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attached additional sheets as necessary)

| Schedule Item         | Trench Safety Measure<br>(Slope, Trench Shield, etc.) | Cost<br>(Per Linear ft. of trench,<br>or per sq. ft. of shoring) |
|-----------------------|---|--|
| <u>6, 7, 8, 9, 18</u> | <u>Slopes</u>   | <u>\$1,000.00 LS</u>   |
|                       |   |  |
|                       |   |  |
|                       |   |  |
|                       | TOTAL   |  |

[Signature]  
(Signature)

6/12/2018 (Date) Title: Managing Member

State of Florida  
County of Palm Beach

Subscribed and Sworn to (or affirmed) before me on the 12<sup>th</sup> day of June, 2018 by Bernard Eastman who is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification.

[Signature]  
Notary Public Signature and Seal

Michelle Pelletier FF 919323  
Print Notary Name and Commission Number



**ATTACHMENT NO. 4 TO BID FORM  
LIVING WAGE CERTIFICATION**

PROJECT NO.: 2018ERM01

PROJECT NAME: Palm Beach County Dune and Beach Restoration  
Annual Contract (Federalized)

CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC

CONTACT PERSON: Bernie Eastman

CONTRACTOR ADDRESS: 3705 Bellevue Avenue  
Lake Worth, FL 33461

CONTRACTOR PHONE: 561-969-7147

BID AMOUNT: 10,425,912.46

1. Brief description of the service provided under the construction contract. Excavation, conveying, placement of sand material for wetland dune restoration.
2. A statement of wage levels for prospective employees. laborers @ 12.05/hr  
operators @ 16.00/hr, Drivers @ 17.00/hr  
Flag persons @ 12.53/hr mechanics @ 29.00/hr  
Supervisor @ 29.00/hr
3. A commitment to pay each employee a living wage hourly rate (a) of at least \$12.05 per hour effective 10/01/2017 through 9/30/2018, (b) of at least \$12.31 per hour effective 10/01/2018 through 9/30/2019, and (c) as adjusted annually for inflation effective each October 1<sup>st</sup> thereafter per Section 2-149(b)(2) of the PBC Code (please indicate). Agreed
4. The Bidder/subcontractor(s) shall post a copy of the Notice to Employees (see Instructions to Bidders) at the work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter (please indicate). Agreed

Attach additional sheets as necessary. The undersigned hereby certifies that the above and attached information is true and correct.

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal this 12<sup>th</sup> day of June, 2018.

(Corporate Seal)

Bernie Eastman  
(Authorized Signature)

Bernard Eastman, Managing member  
(Print name and title)

**ATTACHMENT NO. 4 TO BID FORM  
LIVING WAGE CERTIFICATION**

PROJECT NO.: 2018ERM01

PROJECT NAME: Palm Beach County Dune and Beach Restoration  
Annual Contract (Federalized)

CONTRACTOR NAME: Morgan & Eklund, Inc.

CONTACT PERSON: John R. Morgan, II

CONTRACTOR ADDRESS: 1612 NW 2nd Avenue, Suite 3  
Boca Raton, FL 33432

CONTRACTOR PHONE: 772-388-5364

BID AMOUNT: Unknown scope

1. Brief description of the service provided under the construction contract. Survey layout, pre- and post-fill surveys, quantity calculations
2. A statement of wage levels for prospective employees. All existing and new employees will receive a minimum of \$12.05 per hour through Sept. 30, 2018 and will receive a minimum of \$12.31 per hour beginning Oct. 1, 2018
3. A commitment to pay each employee a living wage hourly rate (a) of at least \$12.05 per hour effective 10/01/2017 through 9/30/2018, (b) of at least \$12.31 per hour effective 10/01/2018 through 9/30/2019, and (c) as adjusted annually for inflation effective each October 1<sup>st</sup> thereafter per Section 2-149(b)(2) of the PBC Code (please indicate).  
Morgan & Eklund, Inc. is committed to paying each employee a living wage of at least \$12.05 per hour through Sept. 30, 2018 and at least \$12.31 per hour beginning Oct. 1, 2018 and will be adjusted annually for inflation.
4. The Bidder/subcontractor(s) shall post a copy of the Notice to Employees (see Instructions to Bidders) at the work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter (please indicate).  
We will provide each employee with a copy of the Notice to Employees at 6-month intervals

Attach additional sheets as necessary. The undersigned hereby certifies that the above and attached information is true and correct.

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal this 7<sup>th</sup> day of June, 2018.

(Corporate Seal)

(Authorized Signature)

John R. Morgan, II, President

(Print name and title)

**ATTACHMENT NO. 4 TO BID FORM  
LIVING WAGE CERTIFICATION**

PROJECT NO.: 2018ERM01

PROJECT NAME: Palm Beach County Dune and Beach Restoration  
Annual Contract (Federalized)

CONTRACTOR NAME: Tro Trucking, Inc

CONTACT PERSON: Caridad Trujillo

CONTRACTOR ADDRESS: P.O. Box 1058  
Loxahatchee, FL 33470

CONTRACTOR PHONE: 561-753-6417

BID AMOUNT: TBD

1. Brief description of the service provided under the construction contract. Heavy Hauling
  
2. A statement of wage levels for prospective employees. \$12.05 per hour through 9/30/2018  
minimum of \$12.31 per hour beginning  
10/01/18
  
3. A commitment to pay each employee a living wage hourly rate (a) of at least \$12.05 per hour effective 10/01/2017 through 9/30/2018, (b) of at least \$12.31 per hour effective 10/01/2018 through 9/30/2019, and (c) as adjusted annually for inflation effective each October 1<sup>st</sup> thereafter per Section 2-149(b)(2) of the PBC Code (please indicate). Agreed
  
4. The Bidder/subcontractor(s) shall post a copy of the Notice to Employees (see instructions to Bidders) at the work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter (please indicate). Agreed

Attach additional sheets as necessary. The undersigned hereby certifies that the above and attached information is true and correct.

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal this 8<sup>th</sup> day of June, 2018.

(Corporate Seal)

Caridad Trujillo  
(Authorized Signature)

Caridad Trujillo - V.P  
(Print name and title)

**ATTACHMENT NO. 5 TO BID FORM  
LIST OF RELATED WORK EXPERIENCE**

**PROJECT NO.:** 2018ERM01

**PROJECT NAME:** Palm Beach County Dune and Beach Restoration  
Annual Contract (Federalized)

**CONTRACTOR NAME:** Eastman Aggregate Enterprises, LLC

**DATE:** 6/14/2018

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the Work specified. The Bidder is to submit the following information with its Bid:

- A. Experience record showing the Bidder has a minimum of three (3) years experience in similar work and similar scale.
- B. List a minimum of three (3) references complete with location, dates of contracts, and names, addresses and telephone numbers of owners. Do not use Palm Beach County Dept. of Environmental Resources Management staff as a reference. Bidder can include other Palm Beach County department staff as a reference.
- C. Letters of recommendation from at least two (2) agencies or firms with direct knowledge of the Bidder's key personnel and work performance in sufficient detail to assist in rating the Bidder's ability to perform. Do not use Palm Beach County Dept. of Environmental Resources Management Staff for a letter of recommendation. Bidder can include other Palm Beach County department staff for a letter of recommendation. The letters must contain specific information regarding the following:
  1. Specific projects, including project numbers and location.
  2. Size of projects by dollar value.
  3. Description of projects and classes of work performed with Bidder's own employees and equipment.
  4. Whether projects were timely completed.
  5. Whether Bidder was cooperative and facilitated changes to projects when required.
- D. List of equipment and facilities owned by the Bidder or listed subcontractors to do the Work.
- E. List of equipment and facilities to be leased by the Bidder or listed subcontractors to do the Work.
- F. Copies of licenses/certificates from state licensing board(s), including County Contractor's Certificate of Competency License and a current Palm Beach County Business Tax Receipt if Bidder is located in Palm Beach County.
- G. A statement with sufficient documentation from the sand source of the Bidder's capacity to provide sand (total volume & daily rate of production).
- H. Documentation from the sand source of material processing methods used to comply with technical standards (Section 2.1 of the Technical Specifications).
- I. One (1) representative composite core sample (3 lbs) of the proposed sand within a sealed container or bag labeled with Bidder's name and "Bid Sample for Project No. 2018ERM01"

Palm Beach County Dune and Beach Restoration Annual Contract (Federalized),” and a geotechnical analysis of grain size distribution (using ½ phi interval from the #5 sieve to the #230 sieve and including the #4 sieve and the #200 sieve), percent silt/clay and percent organics as described by the following American Society of Testing Materials (ASTM) methods:

- ASTM D422-63 Dry Sieve Analysis
- ASTM D1140 Wet Sieve Analyses
- ASTM D2487 Unified Soils Classification System
- ASTM D2974 Percent Organics
- ASTM E11 Sieve Calibration.

The geotechnical analysis must have been performed within six (6) months of the bid Opening Date. The sand fill material will be subject to visual and tactile examination for acceptance to address uncertainties relative to potential compaction and color compatibility.

The County shall independently assess: (a) the Bidder’s capacity to provide sand, and (b) the Bidder’s sand sample for compliance with the technical standards (Section 2.1 of the Technical Specifications). Upon request, the Bidder shall arrange for the County to visit and observe the Bidder’s stockpile(s) and/or source(s) of sand material.

Failure to submit the above requested information may be cause for rejection of your Bid.

[ATTACH ADDITIONAL PAGES AS NECESSARY]

## **Similar work performed 2018:**

### ***Project Name: Hillsboro/Deerfield Beach Nourishment Project***

Client Name: Town of Hillsboro Beach

Client Address: 1210 Hillsboro Mile, Hillsboro Beach, FL 33062

Phone Number: (954) 427-4011, Mac Serda

Nature of Work: Supply, Haul, Convey & Place 47,060 tons sand

Contract Completion Time: 30 days

Actual Completion Time: 26 days

Actual Final Contract Completion Date: March 2018

Original Contract Price: \$2,172,096.63

Actual Final Contract Price: \$2,192,463.19

### ***Project Name: Residences by Armani/Casa***

Client Name: RDR Seashore/Coastal Construction

Client Address: 18975 Collins Avenue, Sunny Isles Beach, FL 33160

Phone Number: (786) 707-3554 Ken Fabel

Nature of Work: Supply, Haul & Place 39,832 tons sand

Original Contract Completion Time: 30 days

Actual Completion Time: 15 days

Actual Final Contract Completion Date: April 2018

Original Contract Price: \$2,028,500.00

Actual Final Contract Price: \$2,027,239.65

## **Similar work performed 2017/2018:**

### ***Project Name: Hollywood Beach Renourishment***

Client Name: Hollywood Community Redevelopment Agency

Client Address: 1948 Harrison Street, Hollywood, FL 33020

Phone Number: (954)-921-3497, Moshe Anuar

Nature of Work: Supply, Haul, Convey & Place 92K tons sand

Contract Completion Time: 60 days

Actual Completion Time: 40 days

Actual Final Contract Completion Date: February 2018

Original Contract Price: \$3,924,451.26

Actual Final Contract Price: \$3,731,837.70

### ***Project Name: Sunny Isles Beach Erosion Control Project***

Client Name: Army Corps of Engineers/Jacksonville

Client Address: PO Box 4970, Jacksonville, FL

Phone Number: (954) 436-9482, Christopher Rego

Nature of Work: Supply, Haul & Place 145K tons sand

Original Contract Completion Time: 245 days

Actual Completion Time: 86 days

Actual Final Contract Completion Date: February 2018

Original Contract Price: \$8,605,564.33

Actual Final Contract Price: \$7,529,149.56

## **Similar work performed 2016/2017:**

### **Project Name: Shore Protection Project - Segment II**

Client Name: Broward County Environmental Protection

Client Address: 115 S St. Andrews Ave.#359H, Ft. Lauderdale

Phone Number: 954-519-1270, Nicole Sharp

Nature of Work: Supply, Haul, Convey & Place 875K tons sand

Contract Completion Time: 300 days

Actual Completion Time: 288 days

Actual Approximate Contract Completion Date: 1/10/2017

Original Contract Price: \$37,016,422.42

Actual Final Contract Price: \$35,563,489.03

### **Project Name: Beach Erosion Control & Hurricane Protection**

Client Name: Army Corps of Engineers/Jacksonville

Client Address: PO Box 4970, Jacksonville, FL

Phone Number: 954-436-9482, Christopher Rego

Nature of Work: Supply, Haul & Place 330K tons sand

Contract Completion Time: 248 days

Actual Completion Time: 214 days

Actual Final Contract Completion Date: 2/28/17

Original Contract Price: \$11,889,480.65

Actual Final Contract Price: \$12,558,236.59

## **Similar work performed 2015:**

### **Project Name: Town of Hillsboro Beach**

Client Name: Town of Hillsboro Beach

Client Address: 1210 Hillsboro Mile, Hillsboro Beach, FL

Phone Number: (561) 391-8102, Doug Mann

Nature of Work: Supply, haul & place 70k tons beach sand

Contract Completion Time: 35 days

Actual Completion Time: 35 days

Actual Final Contract Completion Date: 3/30/2015

Original Contract Price: \$2,127,950.00

Actual Final Contract Price: \$1,950,000.00

## **Similar work performed 2014:**

### **Project Name: Pelican Bay Beach/Vanderbilt Beach**

Client Name: Collier County Coastal Zone Mgmt.

Client Address: 3299 Tamiami Trail E, Naples, FL

Phone Number: 239-252-2966, Gary McAlpin

Nature of Work: Supply, Haul & Place 52K tons sand

Contract Completion Time: 136 days

Actual Completion Time: 125 days

Actual Final Contract Completion Date: 2/1/2014

Original Contract Price: 1,304,660.00

Actual Final Contract Price: \$1,102,054.69

### **Project Name: Broward County Z Flood Control**

Client Name: Army Corps of Engineers, Miami Office

Client Address: 3000 SW 148th Ave., #2541, Miramar, FL

Phone Number: 305-308-0555, Janae' Ball

Nature of Work: Supply, Haul, Convey & Place 185K tons sand

Contract Completion Time: 152 days

Actual Completion Time: 121 days

Actual Final Contract Completion Date: 3/4/2014

Original Contract Price: \$7,112,594.86

Actual Final Contract Price: \$8,183,050.54



**ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT  
ENVIRONMENTAL PLANNING AND COMMUNITY RESILIENCE DIVISION**

115 S. Andrews Avenue, Room 329H • Fort Lauderdale, Florida 33301 • 954-519-1270 • FAX 954-519-1496

June 8, 2018

Re: Eastman Aggregate LLC Letter of Recommendation

To Whom It May Concern:

I am writing to recommend the excellent work of Eastman Aggregate Enterprises LLC based upon our recent experience with the 2016 Segment II Shore Protection Project. This project included the hauling and placement of approximately 700,000 cubic yards of beach quality sand along approximately 5 miles of Broward County Shoreline. The \$37 million project came in on time and under budget. Eastman worked cooperatively to successfully complete the project, and their commitment and dependability make it easy for the County to utilize Eastman for future projects.

Eastman would be an excellent contractor for your project, and you will be satisfied with their work. Please feel free to contact me at 954-519-1231 if you have any questions or would like additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole S. Sharp", written over a light blue horizontal line.

Nicole S. Sharp, P.E.  
Natural Resources Administrator



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 4th Floor

Miami, Florida 33136-3912

T 305-372-6754 F 305-372-6759

miamidade.gov

June 8, 2018

Ms. Michelle Pelletier, Office Manager
Eastman Aggregate Enterprises, LLC
3705 Bellevue Avenue, Lake Worth, FL 33461

Dear Ms. Pelletier,

Please accept this letter of recommendation from Miami-Dade County for work performed by Eastman Aggregate Enterprises, LLC (Eastman) for the US Army Corps of Engineers under Contract No. W912EP-16-C0008 for Miami Beach Hotspots Renourishment Project and Contract No. W912EP-17-C0015 for Sunny Isles Beach Renourishment Project. Although the work was performed under contracts with the US Army Corps of Engineers (USACE), Miami-Dade County partnered with the USACE as the Local Sponsor on these beach renourishment projects conducted in Miami-Dade County.

A synopsis of the projects follows:

Miami Beach Hotspots Renourishment Project. This project was a USACE project with partnership from Miami-Dade County and the State of Florida. This project renourished critically eroded beachfront along Miami Beach in the vicinity of 44th to 47th Streets and 53rd to 55th Streets. Eastman was the prime contractor, being responsible to supply, haul, deliver, place and grade 220,000 cubic yards of approved beach sand trucked in from an inland sand mine. The contract award price was \$11.9 million.

Eastman completed this project ahead of schedule, despite delays from several named storms, and under budget. Eastman was very cooperative with schedule changes resulting from weather delays and rearranged the project schedule to not interfere with the City's previously scheduled festivals.

Sunny Isles Beach Renourishment Project. This project was a USACE project with partnership from Miami-Dade County and the State of Florida. This project renourished critically eroded beaches along approximately 4,000 feet of Sunny Isles Beach. Eastman was the prime contractor, being responsible to supply, haul, deliver, place and grade 140,000 cubic yards of approved beach sand trucked in from an inland sand mine. The contract award price was \$7.5 million.

Eastman completed this project ahead of schedule despite a request from the City of Sunny Isles Beach to suspend operation during the holidays. Eastman was very cooperative with the City requests and rearranged the project schedule as such. Eastman was also able to facilitate conveying sand under a pier, a necessary scope change, when one of the three (3) project access points suddenly became unavailable.

On both of these projects, Eastman's employees were always professional, effective, accommodating, and flexible while maintaining good working relationships with all parties. Their work ethic, knowledge and attention to detail resulted in first-rate, successful outcomes.

Sincerely,

Handwritten signature of Paul Voight

M. Paul Voight, PG
Chief, Directives and Beach Coordinator

Delivering Excellence Every Day



### List of Subcontractors

| <b>Firm Name &amp; Contact</b>  | <b>Addresses</b>  | <b>Specialty</b>                              | <b>License/<br/>Certificate<br/>No</b> |
|---|---|---|--|
| GFA International, Inc.<br>Tom Ortnor<br><a href="mailto:tortner@teamgfa.com">tortner@teamgfa.com</a>                   | 1215 Wallace Drive<br>Delray Beach, FL 33444<br>(561) 347-0070              | Material Testing<br>and Seismic<br>Monitoring | 4930                                   |
| Morgan & Eklund, Inc.<br>John Morgan<br><a href="mailto:jmorgan@morganeklund.com">jmorgan@morganeklund.com</a>          | 4909 US Hwy 1<br>Vero Beach, FL 32967<br>(772) 388-5364                     | Survey  | LB4298                                 |
| Austin Tupler Trucking, Inc<br>Mark<br><a href="mailto:tupler@bellsouth.net">tupler@bellsouth.net</a>                   | 6570 SW 47 <sup>th</sup> Court<br>Davie, FL 33314<br>(954) 583-0801         | Heavy Hauling                                 | 201002552                              |
| Allied Trucking of Palm Beach<br>Louis Barranco<br><a href="mailto:lbarranco@alliedtrk.com">lbarranco@alliedtrk.com</a> | 2701 Vista Pkwy., Unit A-8,<br>West Palm Beach, FL 33411<br>(561) 642-7750  | Heavy Hauling                                 | 201100468                              |
| Tru Trucking<br>Cary Trujillo<br><a href="mailto:trutrucking@bellsouth.net">trutrucking@bellsouth.net</a>               | 14689 21 <sup>st</sup> Street N.<br>Loxahatchee, FL 33470<br>(561) 753-6417 | Heavy Hauling                                 | 200401385                              |
|   |   |   |  |

EASTMAN AGGREGATE ENTERPRISES EQUIPMENT INVENTORY (OWNED) updated 6-26-2018

| UNIT # | YEAR | MAKE           | MODEL           | TYPE           | SERIAL NUMBER      |
|--------|------|----------------|-----------------|----------------|--------------------|
| E1     | 1999 | BOBCAT         | 763             | BOBCAT         | 512250465          |
| E3     | 2003 | BOBCAT         | 753             | BOBCAT         | 515846365          |
| E4     | 2004 | INGERSOLL RAND | BL570 W/GRAPPLE | LOADER         | 570611040/16040252 |
| E5     | 1997 | JOHN DEERE     | 544H            | LOADER         | DW544HX563647      |
| E6     | 1998 | JOHN DEERE     | 8400T           | TRACK TRACTOR  | RW8400T902683      |
| E9     | 2003 | KOMATSU        | DC160LC7        | EXCAVATOR      | 10135              |
| E12    | 2005 | JOHN DEERE     | JD544J          | LOADER         | DW544JZ598674      |
| E13    | 2005 | SAKAI          | SV505D          | ROLLER         | VSV1640192         |
| E-14   | 2008 | ENTYRE         | 3050            | TRUCK UNLOADER | 4294-8000          |
| E-15   | 2007 | ROCK SYSTEMS   | MB7551          | TRUCK UNLOADER | RS1606             |
| E-16   | 2007 | MGL            | 26262           | CONVEYORS      | 5030145            |
| E-18   | 2007 | MGL            | 26262           | CONVEYORS      | 5030147            |
| E-19   | 2007 | MGL            | 26262           | CONVEYORS      | 5030148            |
| E-20   | 2007 | MGL            | 26262           | CONVEYORS      | 5030149            |
| E-21   | 2007 | MGL            | 26262           | CONVEYORS      | 5030150            |
| E-22   | 2007 | MGL            | 26262           | CONVEYORS      | 5030151            |

RECEIVED  
 JUN 26 2018  
 ENVIRONMENTAL RESOURCES MANAGEMENT

EASTMAN AGGREGATE ENTERPRISES EQUIPMENT INVENTORY (OWNED) updated 6-26-2018

| UNIT # | YEAR | MAKE        | MODEL         | TYPE               | SERIAL NUMBER  |
|--------|------|-------------|---------------|--------------------|----------------|
| E-23   | 2007 | MGL         | 26262         | CONVEYORS          | 5030152        |
| E-24   | 2007 | MGL         | 26262         | CONVEYORS          | 5030153        |
| E-41   | 2013 | MGL         | 13627         | 150' L/D CONVEYORS | 15024OL001     |
| E-42   | 2013 | MGL         | 13627         | 150' L/D CONVEYORS | 15024OL002     |
| E-26   | 1997 | ENTYRE      | CHIP SPREADER | MODEL K            | 5127           |
| E-27   | 2009 | GCI         | P-SHOOTER     | P120R              | 206-PR-105     |
| E-28   | 1995 | CATERPILLAR | D-25          | OFF ROAD TRUCK     | 1HK00537       |
| E-29   | 2000 | CATERPILLAR | D-25          | OFF ROAD TRUCK     | 9YC000648      |
| E-30   | 2001 | CATERPILLAR | D-25          | OFF ROAD TRUCK     | 1HK00646       |
| E-31   | 2001 | CATERPILLAR | D-25          | OFF ROAD TRUCK     | 1HK00327       |
| E-32   | 2001 | CATERPILLAR | D-25          | OFF ROAD TRUCK     | 1HK00306       |
| E-33   | 2001 | CATERPILLAR | D-25          | OFF ROAD TRUCK     | 1HK00523       |
| E-38   | 1999 | CATERPILLAR | D-25          | OFF ROAD TRUCK     | 1HK00138       |
| E-39   | 1999 | CATERPILLAR | D-25          | OFF ROAD TRUCK     | 1HK00143       |
| E-40   | 1995 | CATERPILLAR | D-25          | OFF ROAD TRUCK     | 1HK00323       |
| E-35   | 2009 | LaMOTTE     | 2020E         | TURBIDITY METER    | ME-14493       |
| E-36   | 2010 | CATERPILLAR | D6KLGP        | DOZER              | DHA01225       |
| E-37   | 2012 | HYUNDAI     | HL757-9       | LOADER             | HLM01CC0000523 |
| E-43   | 2008 | CATERPILLAR | D-25          | OFF ROAD TRUCK     | 1HK00483       |
| E-44   | 2013 | CATERPILLAR | D5K2LGP       | DOZER              | EQ0030062      |
| E-45   | 2013 | BOBCAT      | T770          | LOADER             | ANT8T12762     |

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 JUN 26 2018  
 ENVIRONMENTAL RESOURCES MANAGEMENT



# *State of Florida*

## *Department of State*

I certify from the records of this office that EASTMAN AGGREGATE ENTERPRISES, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 30, 2004.

The document number of this limited liability company is L04000064140.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on March 28, 2018, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-eighth day of March,  
2018*



*Ken DeFina*  
**Secretary of State**

Tracking Number: CC7868917415

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783**

**(850) 487-1395**

**MARZANO, MICHAEL W  
EASTMAN AGGREGATE ENTERPRISES LLC  
9030 PARAGON WAY  
BOYNTON BEACH FL 33472**

**Congratulations!** With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION**

**CGC1516260 ISSUED: 06/12/2016**

**CERTIFIED GENERAL CONTRACTOR  
MARZANO, MICHAEL W  
EASTMAN AGGREGATE ENTERPRISES LLC**

**IS CERTIFIED under the provisions of Ch.489 FS.  
Expiration date : AUG 31, 2018 L1606120001514**

**DETACH HERE**

**RICK SCOTT, GOVERNOR**

**KEN LAWSON, SECRETARY**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

|                       |  |
|-----------------------|--|
| <b>LICENSE NUMBER</b> |  |
| CGC1516260            |  |

**The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018**



**MARZANO, MICHAEL W  
EASTMAN AGGREGATE ENTERPRISES LLC  
9030 PARAGON WAY  
BOYNTON BEACH FL 33472**



**ISSUED: 06/12/2016**

**DISPLAY AS REQUIRED BY LAW**

**SEQ # L1606120001514**



**ANNE M. GANNON**

CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

*Serving you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

3705 BELLEVUE AVE  
LAKE WORTH, FL 33461

| TYPE OF BUSINESS         | OWNER           | CERTIFICATION # | RECEIPT #/DATE PAID   | AMT PAID | BILL #    |
|--------------------------|-----------------|-----------------|-----------------------|----------|-----------|
| 48-4110 TRUCKING SERVICE | EASTMAN BERNARD |                 | B17.502847 - 09/01/17 | \$33.00  | B40118219 |

This document is valid only when received by the Tax Collector's Office.

B2 - 541

EASTMAN AGGREGATES ENTERPRISES LLC  
EASTMAN AGGREGATES ENTERPRISES LLC  
3705 BELLEVUE AVE  
LAKE WORTH, FL 33461-4117

**STATE OF FLORIDA  
PALM BEACH COUNTY  
2017/2018 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200509806  
EXPIRES: SEPTEMBER 30, 2018**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

3705 BELLEVUE AVE  
 LAKE WORTH, FL 33461

*Serving you.*

| TYPE OF BUSINESS   | OWNER           | CERTIFICATION # | RECEIPT #/DATE PAID   | AMT PAID | BILL #    |
|--------------------|-----------------|-----------------|-----------------------|----------|-----------|
| 81-0102 EXCAVATING | EASTMAN BERNARD |                 | B17.502850 - 09/01/17 | \$33.00  | B40118218 |

This document is valid only when receipted by the Tax Collector's Office.

B3 - 541

EASTMAN AGGREGATES ENTERPRISES LLC  
 EASTMAN AGGREGATES ENTERPRISES LLC  
 3705 BELLEVUE AVE  
 LAKE WORTH, FL 33461-4117

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2017/2018 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200818563  
 EXPIRES: SEPTEMBER 30, 2018**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

# Vulcan

Materials Company

Date: May 7th, 2018

To: Bernie Eastman, Eastman Aggregate Enterprises, LLC

RE: Project No. 2018ERM01 Palm Beach County Dune and Beach Restoration Annual Contract  
Compliance with Specifications

Vulcan Construction Materials, LLC is proposing to supply the above referenced project from the Witherspoon Sand Mine located at 7425 West SR-78 Moorehaven, FL 33471.

The proposed source has 20M tons of permitted tons available for the project. The proposed sand plant is configurable and could produce over 2M tons/year. Our Marine Dredge is capable of producing sand from a depth of 200 feet. The Plant is capable of producing, on double shifts, 10,000 tons per day of Beach Compatible Sand.

The test reports Vulcan Construction Materials, LLC is submitting for Witherspoon Sand demonstrate compliance with Section 2.1 of the Technical Specifications page 160.

Should you have any questions, please feel free to contact me.

Respectfully,



Kim K. Thompson  
Vulcan Construction Materials, LLC  
SED Division  
239.633.3648  
thompsonk@vmcmail.com

# Granularmetric Report

Depths and elevations based on measured values.



Vulcan Materials Company  
7425 West SR 78  
Moore Haven, FL 33471  
ph 863-287-9192

Project Name: VMC Witherspoon Beach Sand

Sample Name: 4-4

Analysis Date: 04-04-18

Analyzed By: M Thompson

|                      |                        |                    |                 |
|----------------------|------------------------|--------------------|-----------------|
| Latitude:<br>26.8100 | Longitude:<br>-81.2789 | Coordinate System: | Elevation (ft): |
|----------------------|------------------------|--------------------|-----------------|

|             |                             |           |
|-------------|-----------------------------|-----------|
| USCS:<br>SP | Munsell:<br>Wet - 7.5YR-6/1 | Comments: |
|-------------|-----------------------------|-----------|

|                           |                            |                           |                         |                            |               |                         |                     |
|---------------------------|----------------------------|---------------------------|-------------------------|----------------------------|---------------|-------------------------|---------------------|
| Dry Weight (g):<br>316.30 | Wash Weight (g):<br>315.60 | Pan Retained (g):<br>0.00 | Sieve Loss (%):<br>0.00 | #200 - 0.22<br>#230 - 0.22 | Organics (%): | Carbonates (%):<br>0.10 | Shells (%):<br>0.00 |
|---------------------------|----------------------------|---------------------------|-------------------------|----------------------------|---------------|-------------------------|---------------------|

| Sieve Number | Sieve Size (Phi) | Sieve Size (Millimeters) | Grams Retained | % Weight Retained | Cum. Grams Retained | C. % Weight Retained |
|--------------|------------------|--------------------------|----------------|-------------------|---------------------|----------------------|
| 3/4"         | -4.25            | 19.03                    |                | 0.00              | 0.00                | 0.00                 |
| 3/8"         | -3.50            | 11.31                    | 0.00           | 0.00              | 0.00                | 0.00                 |
| 4            | -2.25            | 4.76                     | 0.00           | 0.00              | 0.00                | 0.00                 |
| 7            | -1.50            | 2.83                     | 0.00           | 0.00              | 0.00                | 0.00                 |
| 10           | -1.00            | 2.00                     | 0.00           | 0.00              | 0.00                | 0.00                 |
| 14           | -0.50            | 1.41                     | 3.70           | 1.17              | 3.70                | 1.17                 |
| 18           | 0.00             | 1.00                     | 14.40          | 4.55              | 18.10               | 5.72                 |
| 25           | 0.50             | 0.71                     | 64.40          | 20.36             | 82.50               | 26.08                |
| 35           | 1.00             | 0.50                     | 113.50         | 35.88             | 196.00              | 61.97                |
| 45           | 1.50             | 0.35                     | 49.20          | 15.55             | 245.20              | 77.52                |
| 60           | 2.00             | 0.25                     | 22.60          | 7.15              | 267.80              | 84.67                |
| 80           | 2.50             | 0.18                     | 23.80          | 7.52              | 291.60              | 92.19                |
| 120          | 3.00             | 0.13                     | 23.60          | 7.46              | 315.20              | 99.65                |
| 170          | 3.50             | 0.09                     | 0.20           | 0.06              | 315.40              | 99.72                |
| 200          | 3.75             | 0.07                     | 0.20           | 0.06              | 315.60              | 99.78                |
| 230          | 4.00             | 0.06                     | 0.00           | 0.00              | 315.60              | 99.78                |

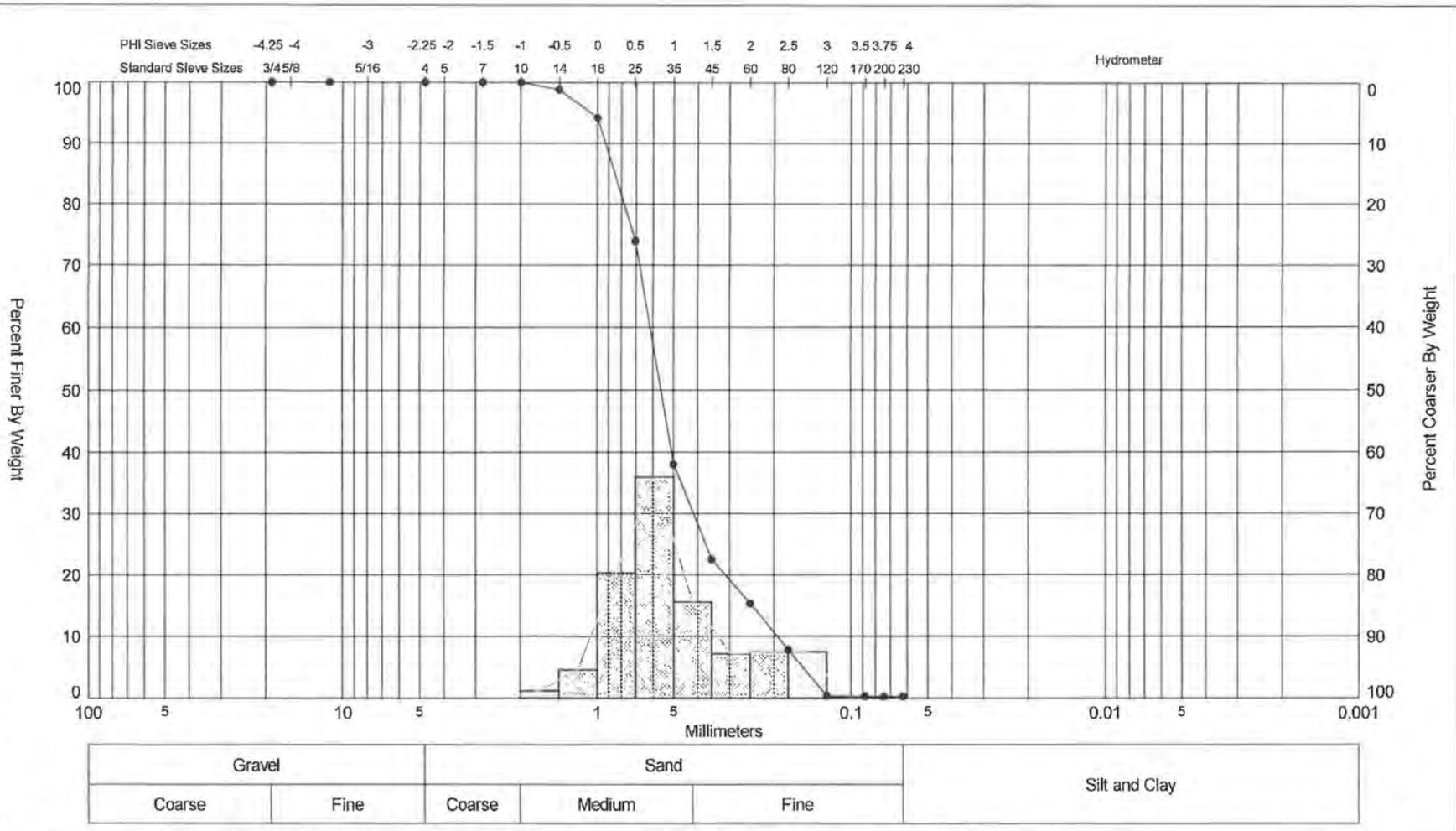
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|       |        |        |        |        |        |        |
|-------|--------|--------|--------|--------|--------|--------|
| Phi 5 | Phi 16 | Phi 25 | Phi 50 | Phi 75 | Phi 84 | Phi 95 |
| 2.69  | 1.95   | 1.42   | 0.83   | 0.47   | 0.25   | -0.08  |

|            |          |         |         |          |          |
|------------|----------|---------|---------|----------|----------|
| Moment     | Mean Phi | Mean mm | Sorting | Skewness | Kurtosis |
| Statistics | 1        | 0.50    | 0.81    | 0.68     | 2.95     |

GRANULARMETRIC REPORT - PALM BEACH.GPJ FL DEP ROSS.GDT 4/9/18

MIAMI GRAPHS PALM BEACH.GPJ FL DEP ROSS.GDT 4/9/18



| Sample   | Symbol | Elev. (ft) | USCS | % Fines                    | % Organics | % Carbonates  | Median | Mean | Skew | Kurt | Sort | Sample Information |                            |
|--|--------|------------|------|----------------------------|------------|---|--------|------|------|------|------|--------------------|----------------------------|
| 4-4  | —●—    |            | SP   | #200 - 0.22<br>#230 - 0.22 |            | 0.10  | 0.56   | 0.50 | 0.68 | 2.95 | 0.81 | Project Name:      | VMC Witherspoon Beach Sand |
| Comments:                                      |        |            |      |                            |            |   |        |      |      |      |      | Analysis Date:     | 04-04-18                   |
| Depths and elevations based on measured values |        |            |      |                            |            |   |        |      |      |      |      | Analyzed By:       | M Thompson                 |
|  |        |            |      |                            |            | Vulcan Materials Company<br>7425 West SR 78<br>Moore Haven, FL 33471<br>ph 863-287-9192 |        |      |      |      |      | Latitude:          | 26.8100                    |
|  |        |            |      |                            |            |   |        |      |      |      |      | Longitude:         | -81.2789                   |
|  |        |            |      |                            |            |   |        |      |      |      |      | Horizontal System: |                            |
|  |        |            |      |                            |            |   |        |      |      |      |      | Vertical System:   |                            |

**ATTACHMENT NO. 6 TO BID FORM**  
**CERTIFICATION REGARDING ARTICLES, MATERIALS, AND SUPPLIES PRODUCED IN**  
**UNITED STATES AS REQUIRED BY 41 USC§ 10A (BUY AMERICAN ACT)**

**PROJECT NO.:** 2018ERM01

**PROJECT NAME:** Palm Beach County Dune and Beach Restoration  
Annual Contract (Federalized)

The Bidder/Contractor certifies that:

1. Bidder/Contractor and all subcontractors, materialman and suppliers providing supplies, articles, or materials for this Contract shall comply with the terms of the Buy American Act found at 41 USC§ 10a and any implementing regulations, rules or orders which states as follows:

- (a) Notwithstanding any other provision of law, and unless the head of the department or independent establishment concerned shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States, shall be acquired for public use. This section shall not apply with respect to articles, materials, or supplies for use outside the United States, or if articles, materials, or supplies of the class or kind to be used or the articles, materials, or supplies from which they are manufactured are not mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality. This section shall not apply to manufactured articles, materials, or supplies procured under any contract the award value of which is less than or equal to the micro-purchase threshold under section 428 of this title.

2. Bidder/Contractor shall require certifications of each supplier, materialman and article provider contracted to provide goods for this Contract and shall provide same to County certifying that only American-made articles, materials and supplies are utilized.

3. Bidder/Contractor must obtain prior written permission of the County if an exception to the Buy American requirement is sought based on cost or lack of availability.

BIDDER/CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC

ADDRESS: 3705 Bellevue Avenue, Loxley, AL 33461

CONTRACTOR'S AUTHORIZED OFFICIAL:

Bernard Eastman, managing member [Signature] 6/12/2018  
Name and Title Signature Date

**ATTACHMENT NO. 7 TO BID FORM  
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

**PROJECT NO.:** 2018ERM01  
**PROJECT NAME:** Palm Beach County Dune and Beach Restoration  
Annual Contract (Federalized)

Bernard Eastman, being first duly sworn, disposes and says that:  
(Print Signatory's Name)

1. He/she is Managing Member of Eastman Aggregate Ent. LLC the Bidder that has submitted the attached bid;  
(Signatory's Title) (Name of Bidder/Contractor)
2. He is 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 said 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 County or any person interested in the proposed Contract; and
5. 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.

[Signature]  
(Signature)

Bernard Eastman Managing Member  
(Signatory's name & title)

STATE OF FLORIDA

COUNTY OF Palm Beach

**SWORN TO AND SUBSCRIBED** before me this 12<sup>th</sup> day of June, 2018,  
by Bernard Eastman, (name).

He/She is personally known to me OR has produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

[Signature]  
(Notary Signature)

Michelle L. Pelletier  
(Print Notary's Name) **NOTARY PUBLIC**

State of Florida at Large  
My Commission Expires:

9/19/2019



**ATTACHMENT NO. 8 TO BID FORM  
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

**PROJECT NO.:** 2018ERM01

**PROJECT NAME:** Palm Beach County Dune and Beach Restoration  
Annual Contract (Federalized)

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Eastman Aggregate Enterprises, LLC  
Contractor Name

[Signature]  
Signature of Contractor's Authorized Official

Bernard Eastman, Managing Member  
Name and Title of Contractor's Authorized Official

June 12, 2018  
Date

**ATTACHMENT NO. 9 TO BID FORM**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND**  
**VOLUNTARY EXCLUSION - LOWER TIER PARTICIPANT**

**PROJECT NO.:** 2018ERM01

**PROJECT NAME:** Palm Beach County Dune and Beach Restoration  
Annual Contract (Federalized)

The Bidder/Contractor certifies that:

(a) This Contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR Part 3000. As such, the Bidder/Contractor is required to verify that none of the Bidder/Contractor, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

(b) The Bidder/Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the County. If it is later determined that the Bidder/Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to FDEM and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(d) The Bidder/Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder/Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Bidder/Contractor of this Certification completed by its suppliers, subcontractors and subconsultants.

BIDDER/CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC

ADDRESS: 3705 Bellevue Avenue, Lake Worth, FL 33461

CONTRACTOR'S AUTHORIZED OFFICIAL:

|   |                    |                      |
|---|--------------------|----------------------|
| <u>Bernard Eastman, Managing Member</u> | <u>[Signature]</u> | <u>June 12, 2018</u> |
| Name and Title                          | Signature          | Date                 |

**ATTACHMENT NO. 10 TO BID FORM (USE APPROPRIATE CERTIFICATE)  
CERTIFICATE (Limited Liability Company)**

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

1. That BDE Management Services, Inc. is the Manager of Eastman Aggregate Enterprises, LLC, a limited liability company organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "LLC", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Managers of the LLC as the 27<sup>th</sup> day of April, 2018, in accordance with the laws of the State of the state of organization of the LLC, the Operating Agreement of the LLC.

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

**FURTHER RESOLVED**, that Bernard D. Eastman (name), the President (title) of the LLC's Manager, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the LLC to fulfill its obligations under the Agreement.

2. That the foregoing resolutions were passed with the required LLC formalities and have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the LLC is in good standing under the laws of the State of Florida or its state of organization, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

**IN WITNESS WHEREOF**, the undersigned has set his hand the 26<sup>th</sup> day of June, 2018.

Eastman Aggregate Enterprises, LLC  
By: BDE Management Services, Inc., Managing Member

By: B. Eastman  
Bernard D. Eastman, President

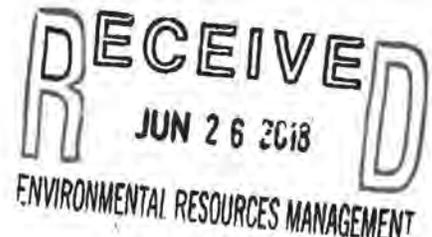
**SWORN TO AND SUBSCRIBED** before me this 26<sup>th</sup> day of June, 2018, by the President of the Manager of the aforesaid LLC, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

Michelle L. Pelletier  
(Notary Signature)  
Michelle L. Pelletier  
(Print Notary's Name) **NOTARY PUBLIC**

State of Florida at Large  
My Commission Expires:  
Sept. 18, 2019



**END OF SECTION**



***Palm Beach County  
Dune and Beach Restoration Annual Contract  
(Federalized)***

***Project No: 2018ERM01***

***Bid Opening: June 12, 2018***



**Eastman Aggregate Enterprises, LLC**

**ORIGINAL**

R2018-1394  
**CONTRACT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of SEP 18 2018, 20\_\_\_\_, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **EASTMAN AGGREGATE ENTERPRISES, LLC**, hereinafter referred to as the "Contractor".

WITNESSETH:

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

**PROJECT NAME:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)  
**PROJECT NO.:** 2018ERM01  
Contractor A

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named Work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form. The Contract consist of the following documents which are incorporated herein by reference.

- A - Bidding Documents - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments, including Bid Bond
- B - Contract Forms - Guarantee, Insurance certificates, Public Construction Bond Forms
- C - Contract Conditions - General Conditions and Supplemental Conditions, if included
- D - Appendices
- E - Technical Specifications and attached Figures, Tables, Attachments, Appendices
- F - Addenda
- G - Sealed Bid
- H - Permits, Submittals, Drawings, Plans, Shop Drawings, Change Orders, Field Orders, Work Order Directives, Written Amendments, Work Orders and Work Order Supplements when approved.

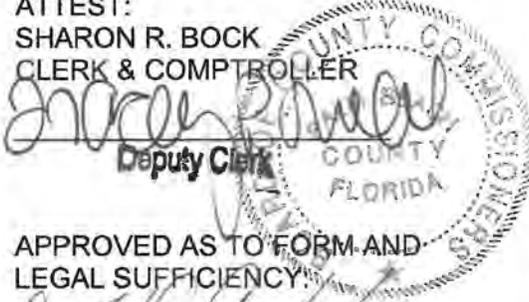
The Contractor acknowledges that the Work described by this Agreement shall be authorized by Work Order(s) and no minimum number or dollar value of Work Order(s) is promised under this Contract. The Contractor agrees to perform each Work Order issued by the County hereunder for the fixed prices to be established in each Work Order, based on the unit prices set forth in the Contract Bid Schedule, up to a maximum amount for all Work Orders not to exceed **Ten million, five hundred forty-four thousand, four hundred thirty-two dollars and twenty-six cents (\$10,544,432.26)** ("Contract Price"), except as may be increased according to Articles 42 and 43 of the General Conditions. Each Work Order shall establish a fixed price, a time for completion and applicable

Liquidated Damages for delay in Substantial and Final Completion. This Contract is for an initial term not-to-exceed two (2) years from the date set forth above, with an optional extension for an additional, not-to-exceed one (1) year.

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

R2018 1394 SEP 18 2018

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER



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

By: Melissa McKinlay  
Melissa McKinlay, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

[Signature]  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:

Deborah Drum  
Deborah Drum, Director  
Environmental Resources Management Department

(Corporate Seal)

CONTRACTOR:

**EASTMAN AGGREGATE ENTERPRISES, LLC**  
(Organization Name)

a Florida limited liability company  
(insert state of organization)

By: BDE Management Services, Inc., Managing Member

By: [Signature]  
(signatory)

Bernard D. Eastman, President  
(print signatory's name & title)

August 6, 2018  
(Contractor's signature date)

3705 Bellevue Avenue  
(Contractor's Official Address)

Lake Worth, FL 33461  
(Contractor's City, State, Zip Code)

20-1556749  
(Federal Tax No.)

VC0000107767  
Palm Beach County Vendor #

Same as above  
Payment Remittance Address

[Signature]

(witness signature)

Sean W Kemmair

(witness name printed)

**CERTIFICATE  
(Limited Liability Company)**

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

1. That BDE Management Services, Inc. is the Manager of Eastman Aggregate Enterprises, LLC, a limited liability company organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "LLC", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Managers of the LLC as the 27<sup>th</sup> day of April, 2018, in accordance with the laws of the State of the state of organization of the LLC, the Operating Agreement of the LLC.

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

**FURTHER RESOLVED**, that Bernard D. Eastman (name), the President (title) of the LLC's Manager, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the LLC to fulfill its obligations under the Agreement.

2. That the foregoing resolutions were passed with the required LLC formalities and have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the LLC is in good standing under the laws of the State of Florida or its state of organization, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

**IN WITNESS WHEREOF**, the undersigned has set his hand the 6<sup>th</sup> day of August, 2018.

Eastman Aggregate Enterprises, LLC  
By: BDE Management Services, Inc., Managing Member

By: [Signature]  
Bernard D. Eastman, President

**SWORN TO AND SUBSCRIBED** before me this 6<sup>th</sup> day of August, 2018, by the President of the Manager of the aforesaid LLC, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

[Signature]  
(Notary Signature)  
Michelle L. Pelletier  
(Print Notary's Name) **NOTARY PUBLIC**

State of Florida at Large  
My Commission Expires: September 18, 2019



**END OF SECTION**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                                     |
|--|---|-------------------------------------|
| <b>PRODUCER</b><br>Gateway-Acentria Insurance, LLC<br>2430 W. Oakland Park Blvd.<br>Fort Lauderdale FL 33311   | <b>CONTACT NAME:</b> Certificate Team<br><b>PHONE (A/C, No., Ext):</b> 954-735-5500<br><b>E-MAIL ADDRESS:</b> certificates@gatewayins.com | <b>FAX (A/C, No.):</b> 954-735-2852 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                     |
| <b>INSURED</b> FLORSOI-VG<br>Florida Soils & Aggregates LLC, Eastman Aggregate Enterprises, LLC, BEL Equipment Leasing LLC, Fluidized Rock Systems, BDE Management Services Inc<br>3705 Bellevue Avenue<br>Lake Worth FL 33461 | <b>INSURER A:</b> Travelers Property Casualty Company of America<br><b>NAIC #</b> 25674   |                                     |
|  | <b>INSURER B:</b> Everest Indemnity Ins. Co.  |                                     |
|  | <b>INSURER C:</b> The Travelers Indemnity Company of America<br><b>NAIC #</b> 25666   |                                     |
|  | <b>INSURER D:</b>   |                                     |
|  | <b>INSURER E:</b>   |                                     |
| <b>INSURER F:</b>  |   |                                     |

**COVERAGES** **CERTIFICATE NUMBER:** 1993583057 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|--|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | Y                  | DTCO4984C94A    | 4/16/2018               | 4/16/2019               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| C        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  |                    | 810-1E316320-17 | 4/16/2018               | 4/16/2019               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>PIP \$ 10,000   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |                    | DTCUP3J575633   | 4/16/2018               | 4/16/2019               | EACH OCCURRENCE \$ 6,000,000<br>AGGREGATE \$ 6,000,000<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N                |                 |                         |                         | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| B        | Pollution Liability  |                    | EF4P004167-171  | 11/12/2017              | 11/12/2018              | Limit 2,000,000<br>Aggregate 2,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Insurer A Equip Floater policy #QT6604953C648TIL17 3-15-18 to 3-15-19 Leased/ Rented equipment \$400,000 per item Deductible \$2,500  
 RE: PBC Dune and Beach Restoration Annual Contract (Federalized) (Contractor A) Project Number 2018ERM01  
 The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the state of Florida), their officers, directors, agents, and employees are named as additional insured with respect to general liability only as required by written contract.

**RECEIVED**  
 AUG 09 2018

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>Palm Beach County c/o ERM<br>2300 N. Jog Rd, 4th Fl<br>West Palm Beach FL 33411-2743 | <b>CANCELLATION</b><br>ENVIRONMENTAL RESOURCES MANAGEMENT<br>ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|---|--|

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# CERTIFICATE OF LIABILITY INSURANCE

Date  
8/6/2018

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

**This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.**

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

| Insurers Affording Coverage       | NAIC # |
|-----------------------------------|--------|
| Insurer A: Lion Insurance Company | 11075  |
| Insurer B:                        |        |
| Insurer C:                        |        |
| Insurer D:                        |        |
| Insurer E:                        |        |

## Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

| INSR LTR                            | ADDL INSRD                   | Type of Insurance   | Policy Number | Policy Effective Date (MM/DD/YY) | Policy Expiration Date (MM/DD/YY) | Limits   |                                     |                     |                          |       |  |                    |  |             |  |                            |  |             |  |                              |  |             |
|-------------------------------------|------------------------------|---|---------------|----------------------------------|-----------------------------------|--|-------------------------------------|---------------------|--------------------------|-------|--|--------------------|--|-------------|--|----------------------------|--|-------------|--|------------------------------|--|-------------|
|                                     |                              | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> Commercial General Liability<br><input type="checkbox"/> Claims Made <input type="checkbox"/> Occur<br><hr/> General aggregate limit applies per:<br><input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC |               |                                  |                                   | Each Occurrence \$<br>Damage to rented premises (EA occurrence) \$<br>Med Exp \$<br>Personal Adv Injury \$<br>General Aggregate \$<br>Products - Comp/Op Agg \$  |                                     |                     |                          |       |  |                    |  |             |  |                            |  |             |  |                              |  |             |
|                                     |                              | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> Any Auto<br><input type="checkbox"/> All Owned Autos<br><input type="checkbox"/> Scheduled Autos<br><input type="checkbox"/> Hired Autos<br><input type="checkbox"/> Non-Owned Autos  |               |                                  |                                   | Combined Single Limit (EA Accident) \$<br>Bodily Injury (Per Person) \$<br>Bodily Injury (Per Accident) \$<br>Properly Damage (Per Accident) \$  |                                     |                     |                          |       |  |                    |  |             |  |                            |  |             |  |                              |  |             |
|                                     |                              | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> Occur <input type="checkbox"/> Claims Made<br>Deductible   |               |                                  |                                   | Each Occurrence \$<br>Aggregate \$   |                                     |                     |                          |       |  |                    |  |             |  |                            |  |             |  |                              |  |             |
| A                                   |                              | <b>Workers Compensation and Employers' Liability</b><br>Any proprietor/partner/executive officer/member excluded? <b>NO</b><br>If Yes, describe under special provisions below.   | WC 71949      | 01/01/2018                       | 01/01/2019                        | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 65%;">WC Statutory Limits</td> <td style="width: 5%; text-align: center;"><input type="checkbox"/></td> <td style="width: 25%;">OTHER</td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table> | <input checked="" type="checkbox"/> | WC Statutory Limits | <input type="checkbox"/> | OTHER |  | E.L. Each Accident |  | \$1,000,000 |  | E.L. Disease - Ea Employee |  | \$1,000,000 |  | E.L. Disease - Policy Limits |  | \$1,000,000 |
| <input checked="" type="checkbox"/> | WC Statutory Limits          | <input type="checkbox"/>  | OTHER         |                                  |                                   |  |                                     |                     |                          |       |  |                    |  |             |  |                            |  |             |  |                              |  |             |
|                                     | E.L. Each Accident           |   | \$1,000,000   |                                  |                                   |  |                                     |                     |                          |       |  |                    |  |             |  |                            |  |             |  |                              |  |             |
|                                     | E.L. Disease - Ea Employee   |   | \$1,000,000   |                                  |                                   |  |                                     |                     |                          |       |  |                    |  |             |  |                            |  |             |  |                              |  |             |
|                                     | E.L. Disease - Policy Limits |   | \$1,000,000   |                                  |                                   |  |                                     |                     |                          |       |  |                    |  |             |  |                            |  |             |  |                              |  |             |

Other

**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

### Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 37-65-001

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

**Eastman Aggregate Enterprises, LLC**

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

**Project Name:** PBC DUNE AND BEACH RESTORATION ANNUAL CONTRACT(FEDERALIZED) (CONTRACTOR A) PROJECT NO. 2015PERM01

ISSUE 08-06-18(SS)

# RECEIVED

AUG 09 2018

ENVIRONMENTAL RESOURCES MANAGEMENT

Benjin Date: 4/1/2016

#### CERTIFICATE HOLDER

PALM BEACH COUNTY  
C/O INSURANCE TRACKING SERVICES  
P.O. BOX 20270  
LONG BEACH, CA 90801

#### CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

*[Signature]*

**PUBLIC CONSTRUCTION BOND (PAYMENT)**

**BOND NUMBER:** \_\_\_\_\_ **CONTRACT R#:** \_\_\_\_\_  
**BOND AMOUNT:** \_\_\_\_\_ **WORK ORDER #:** \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

**CONTRACT AMOUNT:** \_\_\_\_\_ **WORK ORDER AMOUNT:** \_\_\_\_\_

**CONTRACTOR'S NAME:** \_\_\_\_\_  
**CONTRACTOR'S ADDRESS:** \_\_\_\_\_

**CONTRACTOR'S PHONE:** \_\_\_\_\_

**SURETY'S NAME:** \_\_\_\_\_  
**SURETY'S ADDRESS:** \_\_\_\_\_

**SURETY'S PHONE:** \_\_\_\_\_

**OWNER'S NAME:** Various  
**CONTRACTING PUBLIC:** PALM BEACH COUNTY  
**ENTITY'S NAME:** BOARD OF COUNTY COMMISSIONERS  
**CONTRACTING PUBLIC:** Palm Beach County Board of County Commissioners  
**ENTITY'S ADDRESS:** c/o Environmental Resources Management Department  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743

**CONTRACTING PUBLIC:** (561) 233-2400

**ENTITY'S PHONE:** \_\_\_\_\_  
**CONTRACT NAME:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)

**CONTRACT PROJECT NO.:** 2018ERM01

**DESCRIPTION OF WORK:** Construction of dune and beach habitat restoration projects at the County's discretion through multiple Work Orders, issued on an as-needed basis, for an initial two (2) year period, with an optional extension not to exceed three (3) years total Contract Term.

**WORK ORDER/PROJECT:** [Project Legal Description]  
**LOCATION/LAT.-LONG./**  
**LEGAL DESCRIPTION**

BONDING REQUIREMENT: Public Construction Bond in the minimum Amount of 100% of the first Work Order Price. Additional bonding will be required to maintain the total penal amount equal to the total balance of all incomplete Work Orders and Work Supplements. Retainage shall be included in the balance calculation.

**CONTRACT PAYMENT BOND**

**BY THIS BOND, WE,** the Contractor \_\_\_\_\_, as Principal and \_\_\_\_\_, a Corporation, as Surety, whose address is \_\_\_\_\_, are bound to the Palm Beach County Board of County Commissioners, hereinafter called County, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 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. Promptly makes payment to all claimants and lienors, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal or reasonably required for the performance of the Contract and in the prosecution of the Work provided for in the Contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and County for the construction of **Work Order Project Name** \_\_\_\_\_, **Work Order #** \_\_\_\_\_, issued pursuant to **Contract Name:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized), **Contract Project #** 2018ERM01, **Contract R#** \_\_\_\_\_ (the "Contract"), the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, together with any modification of said Contract that may hereafter be made, notice of such modifications to the Surety being waived; and
2. Pays County all losses, damages, expenses, liquidated damages, delay damages, costs, and attorney's fees, including appellate proceedings, the County sustains because of a default by Principal under the Contract;

then this bond is void; otherwise it remains in full force and effect.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes, does not affect Surety's obligation under this bond and Surety waives notice of such changes. Any increase in the total Contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.

Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Contract are expressly covered

by and made a part of this Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

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

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

Dated on \_\_\_\_\_, 20\_\_

PRINCIPAL:

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

\_\_\_\_\_  
Attest as to the signature of Principal

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

\_\_\_\_\_  
Title

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

SURETY:

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

\_\_\_\_\_  
Attest as to the signature of Surety

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

\_\_\_\_\_  
Title

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

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED

**END OF SECTION**

**PUBLIC CONSTRUCTION BOND (PERFORMANCE)**

**BOND NUMBER:** \_\_\_\_\_ **CONTRACT R#:** \_\_\_\_\_  
**BOND AMOUNT:** \_\_\_\_\_ **WORK ORDER #:** \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

**CONTRACT AMOUNT:** \_\_\_\_\_ **WORK ORDER AMOUNT:** \_\_\_\_\_

**CONTRACTOR'S NAME:** \_\_\_\_\_  
**CONTRACTOR'S ADDRESS:** \_\_\_\_\_

**CONTRACTOR'S PHONE:** \_\_\_\_\_

**SURETY'S NAME:** \_\_\_\_\_  
**SURETY'S ADDRESS:** \_\_\_\_\_

**SURETY'S PHONE:** \_\_\_\_\_

**OWNER'S NAME:** Various  
**CONTRACTING PUBLIC:** PALM BEACH COUNTY  
**ENTITY'S NAME:** BOARD OF COUNTY COMMISSIONERS  
**CONTRACTING PUBLIC:** Palm Beach County Board of County Commissioners  
**ENTITY'S ADDRESS:** c/o Environmental Resources Management Department  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743

**CONTRACTING PUBLIC:** (561) 233-2400  
**ENTITY'S PHONE:**

**CONTRACT NAME:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)

**CONTRACT PROJECT NO.:** 2018ERM01

**DESCRIPTION OF WORK:** Construction of dune and beach habitat restoration projects at the County's discretion through multiple Work Orders, issued on an as-needed basis, for an initial two (2) year period, with an optional extension not to exceed three (3) years total Contract Term.

**WORK ORDER/PROJECT:** [Project Legal Description]  
**LOCATION/LAT.-LONG./**  
**LEGAL DESCRIPTION**

BONDING REQUIREMENT: Public Construction Bond in the minimum Amount of 100% of the first Work Order Price. Additional bonding will be required to maintain the total penal amount equal to the total balance of all incomplete Work Orders and Work Supplements. Retainage shall be included in the balance calculation.

**CONTRACT PERFORMANCE BOND**

**BY THIS BOND, WE,** the Contractor \_\_\_\_\_, as Principal and \_\_\_\_\_, a Corporation, as Surety, whose address is \_\_\_\_\_, are bound to the Palm Beach County Board of County Commissioners, hereinafter called County, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 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 \_\_\_\_\_, 20\_\_\_\_, between Principal and County for the construction of **Work Order Project Name** \_\_\_\_\_, **Work Order #** \_\_\_\_\_, issued pursuant to **Contract Name:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized), **Contract Project #** 2018ERM01, **Contract R#** \_\_\_\_\_ (the "Contract"), the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract together with any modification of said Contract that may hereafter be made, notice of such modifications to the Surety being waived; and
2. Pays County all losses, damages, expenses, liquidated damages, delay damages, costs, and attorney's fees, including appellate proceedings, the County sustains because of a default by Principal under the Contract; and
3. Promptly makes payment to all claimants and lienors as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal or reasonably required for the performance of the Contract and in the prosecution of the Work provided for in 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 and effect. Whenever Principal shall be, and declared by County to be in default under the Contract, the County having performed County's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the County elects, upon determination by the County and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and County, and make available as the work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion including her costs and damages, including liquidated damages, for which the Surety may be liable hereunder, less the balance of the Contract price; but not exceeding, including other costs and damages, including liquidated damages, for which the Surety may be liable hereunder, the amount of the Bond as set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by County to Principal under the Contract and any amendments thereto, less the amount properly paid by County to Principal.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes. Any increase in the total Contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.

Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Contract are expressly covered by and made a part of this Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

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

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

Dated on \_\_\_\_\_, 20\_\_\_\_

PRINCIPAL:

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

\_\_\_\_\_  
Attest as to the signature of Principal

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

\_\_\_\_\_  
Title

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

SURETY:

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

\_\_\_\_\_  
Attest as to the signature of Surety

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

\_\_\_\_\_  
Title

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

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED

**END OF SECTION**

**GUARANTEE**

GUARANTEE FOR (Contractor and Surety Name) \_\_\_\_\_

We the undersigned hereby guarantee that **Work Order No.:** \_\_\_\_\_, **Work Order Project Name:** \_\_\_\_\_ performed pursuant to Palm Beach County Dune and Beach Restoration Annual Contract (Federalized), **Project No.:** 2018ERM01, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract including the Work Order. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Final Completion of all of the above named work procured by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

DATED \_\_\_\_\_

(Guarantee Filing Date)

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Final Completion Date)  
Filled in upon Final Completion)

(CORPORATE SEAL)

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

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

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

\_\_\_\_\_  
(Print Witness name)

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

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Name of Surety Company)

(Affix corporate seal here)

\_\_\_\_\_  
(Signature of Authorized Representative)

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

STATE OF FLORIDA

(Power of Attorney must be attached if executed by Attorney in Fact)

COUNTY OF \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (name). He/She is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public Signature and Seal

\_\_\_\_\_  
Print Notary Name and Commission Number

**END OF SECTION**

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

**PROJECT NAME: Palm Beach County Dune and Beach Restoration  
Annual Contract (Federalized)  
PROJECT NO.: 2018ERM01**

**GENERAL CONDITIONS**

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## 1 Definitions

Wherever the words or terms defined in this section or the Instructions to Bidders, or, pronouns used in their stead occur in the Contract, they shall have the meanings therein given.

**Application for Payment** - The Construction Application and Certificate for Payment form, including a schedule of values worksheet, furnished by the County which is to be used by the Contractor to request progress or final payment and which includes such supporting documentation as is required by the Contract.

**Bonds** - Bid, Public Construction Bonds (Payment and Performance), and other instruments that protect against loss due to inability, failure or refusal of the Contractor to perform the Work specified in the Contract.

**Clearing and Grubbing** - This Work item may include, but is not limited to: removal and disposal of trees, stumps and roots; removal of existing pavement, building and structures; and, removal of debris and other items necessary to prepare the site for construction, including leveling of the terrain.

**Commencement Date** - Date fixed in the Notice to Proceed as the start date of Work Time.

**Construction Manager** - An employee of the Contractor who shall be in attendance at the project site during performance of the Work and shall represent the Contractor.

**Contractor's Fee** - A mutually acceptable fixed fee for Overhead and Profit, or, if none can be agreed upon, a fee specified in the General Conditions based on a percentage of the Work.

**Critical Path** - A sequence of inter-dependent tasks that determine the duration of the Project.

**Daily Field Report** - A field report prepared by the Contractor documenting site activity for that day and submitted to the County.

**Defective Work** - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract; or Work that has been damaged prior to the County's recommendation of final payment.

**Design Professional** - An individual, firm or corporation that had or has a Contract with the County for the Project's engineering design.

**Drawings** - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent and scope of the Work to be performed, which have been prepared and approved by the County and/or the Design Professional, and which are considered a part of the Contract.

**Effective Date of the Contract** - The date indicated in the Contract on which it was executed, but if no such date is indicated, it means the date on which the Contract is approved and executed by County.

**Field Order** - A written order by the County that does not affect the cost or time of performance of the Work.

**Final Acceptance or Completion** - The date the project is finally accepted by the County.

**Inclement Weather** - A normal work day during which the Contractor was unable to perform critical path work due to adverse weather or sea conditions for a continuous period of more than four (4) hours during that day as documented in the Daily Field Report.

**Lands** - Project area, including staging areas, right(s)-of-way, easements.

**Laws and Regulations; Laws or Regulations** - Laws, rules codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

**Liquidated Damages** - Damages assessed for Contractor's failure to complete the Work within the Work Time, including any change(s) to Work Time authorized by Work Supplement(s).

**Maintenance of Traffic** - This Work item may include, but is not limited to: construction of detour facilities; providing access to local residents; and, providing signals, barricades and flag persons as may be required.

**Mobilization** - This Work Item may include, but is not limited to: movement of personnel; materials, equipment and supplies to the job site; establishment of temporary offices, buildings and sanitary facilities; bonds; insurance; and, other preconstruction expenses related to organizing and making resources available for Work at the site.

**Normal Working Hours** - Normal working hours declared by the Contractor at the start of the Project and limited by the County as specified in the Technical Specifications.

**Notice to Proceed** - The written notice issued by the County, or its authorized agents, to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of Work Time.

**Partial Utilization** - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

**Piggyback** - A procurement mechanism used by other governmental agencies to enter into a direct contractual relationship with the Contractor using the terms and conditions of this Contract for work.

**Project Manager** - The County's Project Manager designated by the Environmental Resources Management Department to be the primary contact with the Contractor for the Project.

**Proper Application for Progress Payment or Final Payment** - Contractor's Construction Application and Certificate for Payment which conforms with all statutory requirements and to all requirements of the Contract.

**Punchlist** - A listing of Defective Work and incomplete Work on the Project, or a specified Part, issued by the County after Substantial Completion. The Punchlist shall establish a date for completion of corrective Work.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or on behalf of the Contractor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

**Special Test** - Testing required by the County, and not required, or not required in the frequency specified in the Contract.

**Specifications** - (Same definition as for Technical Specifications hereinafter).

**Subcontractor** - An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

**Supplier** - A manufacturer, fabricator, provider, distributor, materialman or vendor.

**Technical Specifications** - Those portions of the Contract consisting of general requirements, written technical descriptions of materials, equipment, products, supplies, manufactured articles, standards and the execution of the Work.

**Underground Utilities** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

**Work Order Directive** - A written directive to the Contractor issued on or after the Effective Date of the Contract, signed by the County, ordering an addition, deletion or revision in the Work in response to an emergency or in the case of an inability to agree upon the amount of compensation of a requested change. The Contractor shall proceed upon receipt of a Work Order Directive to complete the work on a "cost plus" basis in accordance with Article **43**, Paragraph A.3.C. A Work Order Directive may not change the Work Order Price or Work Order Time, but is evidence that the parties expect that the change directed or documented by a Work Order Directive shall be incorporated in a subsequently issued Work Order or Work Supplement which may or may not effect the Work Order Price and/or Work Order Time and if so, such change shall be determined as set forth in the Contract as amended by prior Work Supplement(s) and Written Amendment(s).

**Written Amendment** - A written amendment of the Contract, signed by the Palm Beach County Board of County Commissioners, Palm Beach County, Florida and the Contractor on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly work-related aspects of the Contract.

## **2 Preliminary Matters**

When the Contractor delivers the signed Contracts to the County, the Contractor shall also deliver to the County such Bonds and Insurance Policies, Certificates or other documents as the Contractor may be required to furnish in accordance with the Contract Documents.

The County shall furnish to the Contractor two (2) sets and one (1) CD of the Contract. Additional quantities of the Contract shall be furnished at reproduction cost.

The County and the Contractor have the option to mutually agree to implement a partnering cooperative approach to problem solving.

## **3 Before Starting Construction**

The Contractor shall submit to the County for review and approval those documents identified in the Technical Specifications. Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall notify the County, in writing, of all

conflicts, errors, inconsistencies, or omissions that it may discover; and obtain specific instructions in writing from the County before proceeding with any part of the Work affected thereby. The Contractor shall not take advantage of any apparent error or omission which may be found in the Contract, but the County shall be entitled to make such corrections therein and interpretations thereof, as it may deem necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct at its own expense all Work improperly constructed through failure to notify the County and request specific instructions.

For each project to be constructed by Contractor, pursuant to Contract, the County shall submit to Contractor a set of plans for the project together with an unexecuted Work Order. Within fourteen (14) calendar days of the receipt of the plans, the Contractor shall perform a materials takeoff and shall complete the Work Order form, using the quantities from Contractor's takeoff and the unit prices for this Contract. The Contractor shall also submit its attachments listed at the end of the Work Order form provided in Appendix A herein.

After completing the Work Order form and attachments, the Contractor shall sign the Work Order and return two (2) originals to the County. The County will review Contractor's calculation of quantities of prices. If County agrees with Contractor's quantities and calculations, the County may execute the Work Order and return it to Contractor. If County does not agree with Contractor, the County and Contractor shall negotiate to resolve their differences prior to County's execution of the Work Order. Upon execution by the County and Contractor, the Work Order shall be binding as to scope, price, liquidated damages and schedule.

Within fourteen (14) calendar days of executing each Work Order, the County will issue a Notice to Proceed to Contractor identifying the Commencement Date for that Work Order, which date begins the construction time for Substantial and Final Completion.

The County allows municipalities and other governmental agencies to use provisions of this Contract to Piggyback work.

#### **4 Pre-construction Conference**

Following the execution of each Work Order and prior to start of construction, a pre-construction conference shall be scheduled by the County, which shall be attended by the Contractor. This conference may include representatives of the County, local utilities, municipal representatives, regulatory agencies, other contractors performing work in the area for the County, and any other party that may be deemed as necessary for the orderly performance of the Contract. However, this does not relieve the Contractor of the responsibility of contacting local utilities and any other necessary agencies or contractors.

The purpose of the conference shall be to develop a mutual understanding relative to details of the Project, including all documentation and reporting requirements, daily administration of the Project, and the working relationship between the Contractor and the County. The County shall review with the Contractor the Contract, procedures for handling Shop Drawings, submissions identified herein, lines of contractual and administrative authority, submittal schedules, construction methods and schedules. A letter of record shall be written by the County documenting all items discussed at the conference and a copy will be provided to the Contractor. Subsequent meetings may be scheduled to reconfirm mutual understanding immediately prior to the construction or during construction.

## 5 Intent and Amending Contract

### A. Intent

The Contract comprises the entire Contract between the County and Contractor concerning the Work and supersedes all other writings, oral agreements, or representations. The Contract, including all component Contract Documents and all sections included therein are complementary, so that any Work exhibited in the one shall be executed just as if it has been set forth in all, in order that the Work shall be completed in every respect according to the complete design or designs as decided and determined by the County. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.

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

In the event of a conflict, omission, error or discrepancy in the Contract, the Contractor shall promptly notify the County. In resolving conflicts resulting from errors or discrepancies in the Contract, the order of precedence shall be as set forth in the Technical Specifications.

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

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

### B. Amending and Supplementing the Contract

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

As indicated in Articles **43** and **48**, Contract Price and Work Time or Contract Term may only be changed by a Change Order, Written Amendment, or Work Supplement.

2. In addition, the requirements of the Contract may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
  - a. A Field Order
  - b. The County's approval of a Shop Drawing or Sample, provided that Contractor has called such variation or deviation from the contract

requirements to the attention of the County in writing in accordance with Article 72, which specifically identifies the change

- c. The County's written interpretation or clarification of the Intent of the Contract

## **6 Reuse of Documents**

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing or furnishing any of the Work under a Contract with the County shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents (or copies of any thereof) prepared by the County for use on the Work, and they shall not reuse any of them on extensions of the project or any other project without prior written consent of the County.

## **7 Occupying Private Land**

The County shall furnish, as indicated in the Contract, the Lands upon which the Work is to be performed, Rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Contractor. It is the Contractor's responsibility to perform the Work within the legally described Limits of the Lands. The Contractor shall provide for all additional Lands and access thereto required for temporary construction facilities or storage of equipment and materials.

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

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

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

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

In all cases where Work is to be performed near utilities including telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Contractor shall provide written notification to the respective companies of the areas in which Work is to be performed, prior to the actual performance of any Work in these areas, and shall take all actions necessary to protect such facilities from damage.

## **10 Use of Public Streets**

The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. Any earth or excavated material spilled from trucks shall be removed by the Contractor and the streets cleaned to the satisfaction of the County and the County Engineering Department, the Florida Department of Transportation, or other local agency having jurisdiction, as applicable.

## **11 Site Conditions**

In the preparation of the Contract, the County has relied on available reports and tests of conditions taken at the job site. Such reports are not guaranteed as to their accuracy or completeness and are not part of the Contract except to provide available information. The County does not warrant or guarantee the accuracy or correctness of this material with respect to actual conditions.

The Contractor shall be responsible for having determined to its satisfaction, prior to the submission of its Bid and entering into this Contract, the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities, and through verification with local utility companies and the County, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and character and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which can in any way affect performance of the Contract, or the cost associated with such performance. The failure of Contractor to acquaint itself with any applicable condition shall not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract. The prices established for the Work to be done shall reflect all costs pertaining to the Work.

## **12 Obstructions**

The information and data shown or indicated in the Contract with respect to existing underground utilities at or contiguous to the site and reports of prior property ownership of the site are based on information and data furnished to the County by the owners of such Underground Utilities or others. The County is not responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities shown or indicated in the Contract, for coordination of the Work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of which shall be considered as having been included in the Contract Price.

All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across all excavations. Where it is necessary to temporarily interrupt services, the Contractor shall notify the owner(s) or occupant(s) of such facilities, both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the Contractor shall obtain permission from their owner(s), or shall make suitable arrangements for their disconnection by their owner(s). The Contractor shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines, roads, turn-outs or in the vicinity of new work are shown, but are to be verified in the field by the Contractor prior to performing the Work. The Contractor shall uncover these pipes, ducts, cables, etc., carefully, by hand, prior to installing its Work. Any discrepancies or differences found shall be immediately brought to the attention of the County in order that necessary changes may be made to permit installation of the Work.

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

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

### **14 Elevation Datum**

The datum adopted by the County is N.A.V.D. 1988. All elevations on the Drawings or referred to in the Specifications refer to this datum unless otherwise specified.

### **15 Work to Conform**

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

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

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

Piping and structures to be installed by Contractor shall be located substantially as indicated on the Drawings, but the County reserves the right to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve the Contractor from laying and jointing different or additional items where required without additional compensation. Contractor's access to the work area shall be permitted only through approaches that shall be designated by County, and then only in such manner that Contractor's traffic shall not interfere with property owner's operations. Contractor shall, at all times, maintain free unimpeded ingress and egress at the site. Contractor personnel are not to enter into any areas of the jobsite other than work areas and areas of designated access.

### **17 Bonds**

The successful Bidder shall, prior to executing the first Work Order, deposit with the County Public Construction Bond (Payment) and Public Construction Bond (Performance), in the forms included in these documents, providing for the satisfactory completion of the Work and providing security for payment of all persons performing labor in connection with this Contract. Such bonds shall each be furnished in the minimum amount equal to 100% of the first Work Order Price as security for the faithful performance and payment of all Contractors' obligations under the Contract. These Public Construction Bonds shall be maintained throughout the Contract Term including Final Acceptance of all Work Orders. The Contractor shall provide additional bonding to maintain the total penal amount equal to the total balance of all incomplete Work Orders and Work Supplements. Retainage shall be included in the balance calculation. Under no circumstances shall the successful Bidder begin Work until it has supplied the required Public Construction Bonds. The forms and conditions of the Bonds and the Surety shall be acceptable to the County.

If required by the Department, Contractor shall provide bond riders increasing the penal amount of the applicable Public Construction Bonds to include the amount of any proposed change order, Work Order or Work Supplement. The Contractor may bond for each Work Order or multiple, concurrent Work Orders.

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

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

If the Surety Company on any Bond furnished to the County is declared, upon notification of the Insurance Agent, as bankrupt or becomes insolvent or its right or license to do business is terminated in the State of Florida, or it ceases to meet any of the requirements stated herein, the Contractor shall within ten (10) business days thereafter substitute another Bond and Surety Company at no cost to the County, both of which must be acceptable to the County. If the project is declared more than 90% complete by the County at the time of the Surety's bankruptcy or insolvency, the Contractor may, at the County's option, obtain a Maintenance Bond for 100% of the project cost, for the warranty period after project completion. The Maintenance Bond shall be submitted on the form provided by the County and shall comply with all of the requirements for Public Construction Bond (Performance) stated herein.

Failure by the Contractor to substitute satisfactory Bond(s) under this section shall result in any or all of the following actions by the County:

1. Withholding of all applications for payment until satisfactory Bond(s) are received and accepted, and/or;
2. Default in the Contract and cancellation as provided for in the Contract's default clause, and/or;
3. Suspension of the Contractor's name from the County's bid list for a period of not less than three (3) years from the date of Surety or Contract default.

Before commencing Work on the Work Order(s), Contractor shall provide to County a certified copy of both recorded bonds. County cannot make any payment to Contractor until Contractor has complied with this requirement.

## **18 Contractor's Insurance**

Unless otherwise specified in this Contract, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the performance of Work hereunder, insurance coverage with limits not less than those set forth in the table below and with insurers and under forms of policies acceptable to the County. Contractor shall deliver to County Certificate(s) of Insurance evidencing that such policies are in full force and effect, not later than fourteen (14) calendar days after receipt of notification from the County, but in any event, prior to execution of the Contract by

County and prior to commencement of Work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein. All insurance shall be primary coverage with respect to the County and shall so state on the policy. Any insurance carried by the County or its consultants, shall be excess insurance only. Contractor shall notify the County at least thirty (30) calendar days in advance of cancellation and/or material change(s) in coverage.

The Contractor shall either (1) require of its subcontractors to procure and to maintain during the life of this subcontract, Subcontractor's Commercial General Liability, Automobile Liability, Property Damage Liability Insurance and other coverage of the types and in the amounts as specified in this Article, or (2) insure the activity of its subcontractor in its own policy.

The Contractor shall purchase and maintain during the life of this Contract, Workers' Compensation Insurance, including Employer's Liability, to comply with all applicable state and federal laws covering all of its employees on the project, and in accordance with all of the limits, terms and conditions set forth herein. **NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.** Contractor shall defend, indemnify and save the County harmless from any damages resulting to County for failure of Contractor to take out or maintain such insurance.

Contractor shall purchase and maintain, during the life of this Contract, Commercial General Liability Insurance in accordance with all of the limits, terms and conditions set forth herein.

Should any of the Work hereunder involve watercraft owned or operated by Contractor, or any subcontractors, such shall be insured under the Commercial General Liability Policy or by other liability insurance such as Protection and Indemnity.

Contractor shall purchase and maintain, during the life of this Contract, Business Automobile Liability Insurance covering all owned, non-owned and hired automobiles with all of the limits, terms and conditions set forth herein.

Contractor agrees to maintain Inland Marine Transit/Installation Floater (provided the coverage is not afforded by the Inland Marine Builder's Risk) to cover the Contractor's, subcontractors' or County's interest in property in-transit, or property stored on or off premises which will become part of the Work with all of the limits, terms and conditions set forth herein.

The requirement contained herein as to types and limits, as well as County approval of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. All policies must be endorsed so that thirty (30) [ten (10) for non-payment] calendar days advance notification of cancellation in coverage shall be provided to the Board of County Commissioners, Palm Beach County, Florida. Insurance shall remain in full force and effect until all work required to be performed under the terms of this Contract are satisfactorily completed as evidenced by final acceptance of the Work by Palm Beach County.

In the event that the Certificates of Insurance provided hereunder indicate that the insurance shall terminate and lapse during the period of this Contract, then in that event, the Contractor shall furnish, by the renewal day for any policy that may expire, a renewed Certificate of Insurance as proof that equal, and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Contractor shall not continue to work pursuant to this Contract unless all required insurance remains in effect. County may, without liability to the Contractor, stop work and/or withhold payment to Contractor until coverage is reinstated.

Contractor shall deliver the original Certificate(s) of Insurance to:  
 Palm Beach County c/o Environmental Resources Management Department  
 2300 North Jog Road, 4<sup>th</sup> Floor  
 West Palm Beach, FL 33411-2743

Notices of cancellation, terminations and alterations of said policies shall be delivered to:

Palm Beach County Environmental Resources Management Department  
 2300 North Jog Road, 4<sup>th</sup> Floor  
 West Palm Beach, FL 33411-2743

**STANDARD CONSTRUCTION CONTRACT MINIMUM INSURANCE REQUIREMENTS**

| COVERAGE TYPE                     | CONTRACTS<br>LESS THAN<br>\$500,000 | CONTRACTS<br>\$500,000 -<br>\$1,000,000 | CONTRACTS<br>MORE THAN<br>\$1,000,000 |
|-----------------------------------|-------------------------------------|---|---------------------------------------|
| -----                             | -----                               | -----                                   | -----                                 |
| COMMERCIAL GENERAL LIABILITY:     | \$1,000,000                         | \$1,000,000                             | \$1,000,000                           |
| Combined Single Limit             | per occurrence                      | per occurrence                          | per occurrence                        |
| Bodily Injury and Property Damage | \$2,000,000                         | \$2,000,000                             | \$2,000,000                           |
| Personal Injury                   | per aggregate                       | per aggregate                           | per aggregate                         |

Required Coverage:  
 Premises/Operations  
 Independent Contractors  
 Products/Completed Operations  
 Contractual Liability  
 Broad Form Property Damage  
 X-C-U Coverage, if applicable  
 General Aggregate, if applicable,  
 must be on a Per Project basis

Additional Insured Endorsement      All Contracts: Yes

WORKERS' COMPENSATION:      All Contracts: Statutory per F.S. Chapter 440

EMPLOYER'S LIABILITY:      \$1,000,000      \$1,000,000      \$1,000,000

US LONGSHORE & HARBOR  
 WORKERS' or JONES ACT      \$100/500/100      \$500/500/500      \$500/500/500  
 If work is on or contiguous to  
 navigable bodies of water:

PROTECTION & INDEMNITY      All Contracts: \$1,000,000 per occurrence  
 If Work involves watercraft on or  
 about navigable bodies of water

Additional Insured Endorsement      All Contracts: Yes

BUSINESS AUTOMOBILE LIABILITY:  
 Combined Single Limit Bodily Injury      \$500,000      \$1,000,000      \$1,000,000  
 and Property Damage (must include      per occurrence      per occurrence      per occurrence  
 all owned, hired and non-owned

vehicles)

INLAND MARINE TRANSIT /  
INSTALLATION FLOATER

100% of the highest  
property value  
pending installation or  
in-transit during the  
construction, unless  
otherwise stated as  
follows: \$ \_\_\_\_\_

Loss Payee in favor of County

Yes

**ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE:**

A. The Certificate Holder on the insurance certificate shall be "Board of County Commissioners, Palm Beach County, Florida" care of the Palm Beach County Environmental Resources Management Department, 2300 North Jog Road, 4<sup>th</sup> Floor West Palm Beach, FL 33411-2743.

B. The following paragraph shall appear unaltered on the Certificate of Insurance to guarantee that the Board of County Commissioners, its officers, directors, agents, and employees are named as additional insured:

"The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the State of Florida), its officers, directors, agents, and employees are named as additional insured under the terms of this policy."

C. Must clearly indicate project name and project number to which it applies.

D. Must contain a provision that County is to be provided at least thirty (30) [ten (10) for non-payment] calendar days prior written notice in the event of cancellation in coverage.

E. Evidence of renewal coverage must be provided by the renewal day for any policy that may expire during the term of this Contract.

F. General Liability must state coverage is primary as respect to County and its authorized representatives and contain Cross Liability and Severability of Interest clauses.

**19 Contractor's Responsibility**

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent contractor and not as the agent of the County in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and County. Contractor shall perform all work in accordance with its own methods subject to compliance with the Contract. Contractor represents that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the County is an intended express third party beneficiary of any such subcontract.

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. The County and the Contractor may agree to use a partnering

cooperative approach to problem solving. The Contractor shall be solely and wholly responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract and for the good condition of the Work and materials until Final Acceptance by the County. The Contractor shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature prior to Final Acceptance.

The Contractor shall designate in writing and keep on the Work site at all times during progress of the Work, a technically qualified Construction Manager, who shall not be replaced without prior written notice to the County. The Authorized Representative, Construction Manager, Qualifying Agents, Project Managers, Superintendents and Supervisors are all subject to prior and continuous approval of the County. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above, is, for any reason, unacceptable to the County, Contractor shall replace the unacceptable personnel with personnel acceptable to the County. The Construction Manager shall be the Contractor's representative at the site and shall have full authority to act on behalf of the Contractor. All communications given to the Construction Manager shall be as binding as if given to the Contractor. The Contractor shall issue all its communications to the County. Any work performed by the Contractor without proper authorization is performed at the Contractor's risk, and the County shall have no obligation to compensate the Contractor for such work.

The Contractor's Construction Manager shall be present at the site of the Work at all times while Work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Contractor until such time as a Construction Manager is again present at the site.

All materials shall be supplied and the Work shall be done in accordance with the rules, requirements, regulations and directives of various Building Departments and such other Federal, State, County, or City Departments having jurisdiction over the same and in accordance with the requirements of the representatives of the mortgagee or mortgagees, if any, or any other governmental bureau, agency, or department interested in this job either directly or indirectly. Contractor shall be responsible for making himself aware of any laws or ordinances which may affect Contractor's access to the project, the times of day when Contractor may prosecute the Work, or in any other way affect Contractor's performance of the Work. County shall not be liable to Contractor for any action of any other governmental or private entity or agency which impacts Contractor's costs or schedule for completing the Work.

If Work associated with this Contract is to be paid for with Federal funds, then Contractor shall comply with requirements specified in the Supplemental General Conditions.

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

All costs of field observations, inspection and testing performed by the County during overtime work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The County shall have the authority to deduct the cost of all such field observations, inspection and testing from any partial payments otherwise due to the Contractor.

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

## **20 Discontinuance of Construction**

The Contractor agrees and guarantees to perform the above-mentioned Work in accordance with the terms stated herein, irrespective of any strikes, lockouts, or stoppages, and the Contractor shall not employ men, means, materials, or equipment that may cause strikes, work stoppages, or any disturbances by workmen employed by the Contractor.

In the event the County is prevented from proceeding with any or all of this Work as stated in this Contract, due to a declaration of war, or national emergency, by force majeure event, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the County's control, then the County herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Contract outright by giving notice by registered mail of such intention to the Contractor herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the County herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other charges whatsoever.

## **21 Guarantee**

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

## **22 Field Layout of Work**

All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as approved by the County in writing. Elevation of existing ground,

structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

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

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

### **23 Specifications**

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

### **24 Protection of Existing Property**

Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as shall be acceptable to the County and/or its insurance representative.

Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings shall not cause damage. The Contractor shall provide protection methods that are acceptable to the County and/or its insurance representatives.

Unless otherwise specifically provided in the Contract, Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by County. Thereafter, and before it begins such work, Contractor shall give due notice to the

County of its intention to start such work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

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 the County, do not reasonably interfere with the performance of this Contract.

Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required due to any such damage or unauthorized cutting shall be borne by Contractor.

## **25 Storage, Handling and Distribution of Materials**

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

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

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

Storage charges and demurrage charges by transportation companies and vendors, which result from delays in handling, shall be borne by the Contractor.

## **26 Salvaged Materials**

In the absence of special provisions to the Contract, salvaged materials, equipment or supplies that occur are the property of the County and shall be stored as directed by the County, or shall be properly disposed of by the Contractor at its sole cost, if directed by the County.

## **27 Subcontracts**

The Contractor shall notify the County before Work begins on each Work Order and request approval, in writing, of the use of subcontractors proposed for the Work. If the proposed subcontractors and/or trades differ from the Contractor's Attachment No. 2 Subcontractor List in the Bid Form, the Contractor shall also include documentation in compliance with the substitution provisions of this Contract (Instructions to Bidders 2.3) with its request. The Contractor shall not employ any subcontractors that the County, within a reasonable time and at its sole discretion, rejects. The Contractor also shall not employ any subcontractors that the County determines are not performing the Work in strict conformance with the Contract, or approved changes thereto.

The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the General Conditions, the Supplemental General Conditions and any other sections or provisions of the Contract Documents insofar as applicable to the Work of subcontractors, and to give the Contractor the same power as regards to terminating any subcontract that the County may exercise over the Contractor under any provision of the Contract. The Contractor shall only contract with bondable Subcontractors if the Subcontractor is performing work that represents more than 15% of the Work.

## **28 Permits**

The Contractor shall obtain all necessary permits, licenses, royalties, inspections and certificates pertaining to the Work and shall comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, orders, notices and requirements, whether or not provided by the Drawings, Specifications, General Conditions or other sections of the Contract without additional charge or expense to the County and shall also be responsible for and correct at its own cost and expense, any violations thereof resulting from and in connection with its performance of the Work.

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

## **29 Employees**

All labor described in these Specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

Any interference with, or abuse or threatening conduct toward the County or its inspectors by the Contractor or its employees or agents, shall be authority for the County to annul the Contract and re-let the Work. No intoxicating substance shall be allowed on the Work.

The Contractor shall comply with and shall cooperate with County in enforcing jobsite conditions and job work rules which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

## **30 Florida Products and Labor (NOT APPLICABLE)**

### **31 Non-discrimination**

The Contractor shall not discriminate against employees or applicants for employment because of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

### **32 Sanitary Regulations**

The Contractor shall provide adequate sanitary conveniences for the use of those employed on the Work. Such conveniences shall be made available when the first employees arrive on the Work, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such a manner as may be required by Local codes, Ordinances, Laws, Rules and Regulations. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use.

### **33 Taxes**

The Contractor shall pay all sales, consumer, use, duties, assessments of any nature and other similar taxes that may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

### **34 Contractor's Use of Premises**

The Contractor's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site processing facilities, and field offices. Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by County. Contractor shall not allow its employees to engage in any commercial activities on the site. Contractor shall not store equipment or material at the project site that is not required for completion of the Work.

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

- A. Construction power as required at each point of construction.
- B. Water as required throughout the construction.

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

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

### **35 Accident Prevention**

No laborer or mechanic employed in the performance of this Project shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his/her health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

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

Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the County shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

The Contractor shall defend, indemnify and hold the County, Design Professional, and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition.

The Contractor shall not raise as a defense to its obligation to indemnify under this General Condition any contributing negligence of any of those indemnified hereunder, it being understood and agreed that no such contributing negligence shall relieve the Contractor from its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified hereunder.

In any and all claims against those indemnified hereunder by any employee of the Contractor, any Subcontractor or Sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor or Sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

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

The Contractor shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and it shall take such precautions and procure such additional insurance, as it deems prudent.

### **37 Indemnification**

A. In consideration of the amount paid and to be paid pursuant to this Contract and other valuable consideration, the Contractor shall indemnify and hold harmless the County, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the indemnifying party in the performance of the construction Contract. This provision shall, in all circumstances, be interpreted in a manner so as to be consistent with Florida Statute 725.06. To the fullest extent permitted by F.S. 725.06, Contractor:

1. shall defend, indemnify and save harmless the County, its officers, agents, employees, and, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with any Work undertaken pursuant to this Contract; or by or in consequence of any negligent act or omission of the Contractor or its agents, employees, or subcontractors in whole or in part in connection with the same; or by use of any improper materials or by or on account of any use of any improper materials or by or on account of any act or omission of the said Contractor or its subcontractors, agents, servants or employees
2. agrees to indemnify and save harmless the County against any liability arising from or based upon the violation of any Federal, State, County or City laws, by laws, ordinances or regulations by the Contractor, its subcontractors, agents, servants or employees.
3. further agrees to indemnify and save harmless the County from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the County on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the County for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

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

C. The Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage as will insure the provisions of this Paragraph and other contractual indemnities assumed by the Contractor in this Contract.

D. This Article shall survive termination of this Contract.

E. If any provision(s), or portion(s) of a provision(s) in this Article shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

### **38 Non-assignable**

This Contract, nor any monies due hereunder, or any part thereof, shall not be assigned, transferred, or sublet by Contractor, nor shall County be liable to any assignee or transferee, or sublease, without the written consent of the County, and without consent to the assignment, transfer, or sublease, the County shall not release or discharge Contractor from any obligation hereunder. County shall not consider its approval to an assignment unless the Surety on the Contract Public Construction Bond has informed the County in writing that it consents to the assignment.

### **39 Venue**

This Contract shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Contract will be in a Court of competent jurisdiction in Palm Beach County, Florida. Should it become necessary for the County to engage an attorney to enforce this Contract, the Contractor shall pay the County all costs, including a reasonable attorney's fee.

### **40 Confidentiality, Publicity and Advertising**

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

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

### **41 Work by Others**

The County may perform additional Work related to the Project by itself, or it may let other direct contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the other contractors who are parties to such direct contracts (or the County, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate its Work with theirs.

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

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

If the performance of additional Work by other contractors or the County is not noted in the Contract prior to the execution of the Contract, written notice thereof shall be given to the Contractor by the County prior to starting any such additional Work.

## **42 Changes in the Work**

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

The County reserves the right to increase or decrease any of the unit quantities as necessary to complete the work contracted and to delete any bid item in its entirety. Such increases or decreases may be authorized by the County at the unit price(s) as bid.

If County and Contractor are unable to agree on the extent, if any, of an increase or decrease in the Work Order Price or an extension or shortening of the Work Time that should be allowed as a result of a Work Order Directive, a claim may be made thereof as provided in Article **43** or Article **48**.

Contractor shall not be entitled to an increase in the Work Order Price or an extension of the Work Time with respect to any Work performed that is not required by the Contract as amended, modified and supplemented as provided, except in the case of an emergency as provided in Article **19**.

County and Contractor shall execute appropriate Change Orders, Work Supplements or Written Amendments covering:

- A. Changes in the Work which are ordered by County, or are required because of acceptance of defective Work under Article **51** or correcting defective Work under Article **53**, or are agreed to in writing by the parties;
- B. Changes in the Contract or Work Order Price, or, Contract or Work Time which are agreed to in writing by the parties or established as set forth in Article 43 or Article 48; and,
- C. Changes in the Contract or Work Order Price, or, Contract or Work Time which embody the substance of any written decision rendered by a court, but during any such litigation, Contractor shall carry on with the Work and adhere to the Progress Schedule as provided in Article **47**.

If notice of any change affecting the general scope of the Work or the provisions of the Contract (including, but not limited to, Contract or Work Order Price, or, Contract or Work Time) is required by the provisions of any Bond to be given to a Surety, the giving of any such notice shall be Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

All changes to the Contract must comply with Palm Beach County Board of County Commissioners Resolution No. R89-633 dated April 4, 1989, the current Countywide Policy and Procedure Memorandum (PPM) No. CW-F-050, any revisions thereto and any other policies enacted by the Board of County Commissioners in relation to contract changes.

### **43 Change of Contract Price and Work Order Price**

#### **A. General**

1. The Contract Price constitutes the Contractor's maximum compensation (subject to adjustments authorized in writing) allowed for performing executed Work Orders. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price.
2. The Contract and Work Order Price may only be changed by a Change Order, Work Supplement or Written Amendment. Any claim for an increase or decrease in the Contract or Work Order Price shall be based on written notice delivered by the party making the claim to the other party and to the County promptly (but in no event later than thirty (30) calendar days) after occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty (60) calendar days after such occurrence (unless the County allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract or Work Order Price shall be valid if not submitted in accordance with this Article.
3. The value of any Work covered by a Change Order, Work Supplement or of any claim for an increase or decrease in the Contract or Work Order Price shall be determined in one of the following ways:
  - a. Where the Work involved is covered by unit prices contained in the Contract, by application of unit prices to the quantities of the items involved.
  - b. By mutual acceptance of a lump sum, including a Contractor's Fee for overhead and profit (determined as provided in paragraph C.1).
  - c. On the basis of the Cost of the Work (determined as provided in paragraphs B.1 and B.2) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph C.1).

#### **B. Cost of the Work**

1. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by County, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph B.2.
  - a. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by County and Contractor. Payroll costs for employees not employed full time in the Work shall be apportioned based on their time spent on the Work. Payroll costs shall

include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment compensation, excise and payroll taxes, worker's or workmen's compensation, health, and retirement benefits, bonuses, sick leave, vacation pay and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after Normal Working Hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the County.

- b. Costs of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and supplier's field services required in connection therewith.
- c. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for completion of the Work or any portion thereof for which the equipment, machinery or parts are specifically required. For special equipment and machinery such as power driven pumps, concrete mixers, trucks, front-end loaders, backhoes, and tractors, or other equipment required for the economical performance of the authorized Work, the Contractor shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. Equipment cost shall be calculated based upon the actual time used on the Work. If said Work requires the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract. The County shall judge the reasonableness of the Contractor's rate(s) by comparing its rate(s) to current rental rate(s) in County procurement contracts.
- d. Payments made by Contractor to the Subcontractors for Work performed by Subcontractors.
- e. Cost of special consultants including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.
- f. Supplemental costs including the following:
  - (i) The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in the discharge of duties connected with the Work.
  - (ii) Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and costs less market value of such items used but not consumed which remain the property of Contractor.
  - (iii) Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
  - (iv) The cost of utilities, fuel and sanitary facilities at the site.

(v) Minor expenses such as telephone service at the site, expressage and similar petty cash items in connection with the Work.

(vi) Cost of premiums for additional Bonds and insurance required because of changes in the Work and for premiums for property insurance coverage within the limits of the deductible amounts established by County in accordance with Article 18.

A Contractor's Fee for Overhead and Profit is not allowed on this Cost of the Work subparagraphs B.1.e or B.1.f.

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

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

### C. Contractor's Fee

1. For purposes of any and all changes made pursuant to this provision (whether lump sum or time and material) as to all supplies, overhead, supervision and profit, the Contractor is entitled to a maximum of fifteen percent (15%) of the total direct labor and material costs pertaining to each change. The maximum percentage, including but not limited to overhead and profit which may be added to actual cost for changes in the Work shall be as follows:

- a. For all work done by the Contractor's own forces, the Contractor may add 15% of its actual costs.
  - b. For all work done by subcontractors, the respective subcontractors may add 10% of their actual costs. The Contractor may add 5% of the subcontractors' total.
  - c. A Contractor's Fee for Overhead and Profit is not allowed on Cost of the Work subparagraphs B.1.e., B.1.f. or B.2.
  - d. At the County's discretion, the amount of credit to be allowed by Contractor to County for any such change which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in Contractor's Fee by fifteen percent (15%) of the net decrease.
  - e. When both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed based on the net change in accordance with paragraphs C.1.a through C.1.d inclusive.
  - f. No additional percentage markup in connection with any change shall be allowed.
- D. Whenever the cost of any Work is to be determined pursuant to paragraph B.1 or B.2, Contractor shall submit in a form acceptable to the County an itemized cost breakdown together with supporting data.
- E. Where the Contract provide that all or part of the Work is to be Unit Price Work, initially the Contract or Work Order Price shall be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract. The estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor shall be made by the County. Each Unit Price shall be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. Notwithstanding paragraph A.2, the County reserves the right to authorize payment for increased quantities required to perform the Work without an executed Work Supplement, Change Order or Work Authorization ("quantity adjustment").

#### **44 Change Procedures**

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

The County shall advise the Contractor, in writing, of minor changes in the Work not involving an adjustment to Contract or Work Order Price, or, Contract or Work Time by issuance of a Field Order.

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

- 1. The County may, at any time, without notice to the surety, by written order designated or indicated to be a Change Order or Work Supplement, make any change in the Work within the general scope of the Contract, including but not limited to changes:
  - a. In the Specifications (including drawings and designs);
  - b. In the time, method or manner of performance of the Work;

- c. In the County furnished facilities, equipment, materials, services, or site; or
  - d. Directing acceleration in the performance of the Work.
2. Any other written order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the County, which causes any change, shall be treated as a change order under this clause, provided that the Contractor gives the County written notice not later than ten (10) calendar days after the occurrence of the event giving rise to the claim but prior to incurring any expense stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order or Work Supplement.
  3. Except as provided in this Article, no order, statement, or conduct of the County shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment, and this Article shall not allow, nor be construed to allow, a claim otherwise disallowed by the Contract.
  4. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided however, that no claim for any change under Paragraph 2 above shall be allowed for any costs unless the Contractor gives written notice as herein required.
  5. If the Contractor intends to assert a claim for an equitable adjustment under this clause, it must, within thirty (30) calendar days after receipt of a written Change Order or Work Supplement under Paragraph 1 above or the furnishing of a written notice under Paragraph 2 above, submit to the County a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the County. The statement of claim hereunder may be included in the notice under Paragraph 2 above.
  6. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

#### **45 Omitted Work**

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

- A. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the Contract; or,
- B. By the appropriate lump sum price set forth in the Contract; or,
- C. By the reasonable and fair estimated cost of such omitted Work as determined by the Contractor and approved by the County.

#### **46 Changes Not to Affect Bonds**

It is distinctly agreed and understood that any changes made in the Contract for Work associated with this Project, whether such changes increase or decrease the amount thereof, or any change

in the manner or time of payments or time of performance made by the County to the Contractor shall in no way annul, release or affect the liability and surety on the Bonds given by the Contractor.

If notice of any change is required to be given to a Surety by the provisions of any Bond, the giving of any such notice shall be the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

#### **47 Continuing the Work**

Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with County. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Contractor and County agree in writing otherwise and County shall continue to make payments in accordance with the Contract.

#### **48 Change of Contract Term or Work Time**

The Contract Term may only be changed by a Written Amendment. The Contract will continue to apply and be in full force and effect as to any Work Order that was properly initiated during the Contract Term or renewed Contract Term.

The Work Time may only be changed by Change Order, Work Supplement or Written Amendment. Except as provided in Article 49, any claim for an extension of the Work Time shall be based on written notice delivered by the Contractor to the County promptly (but in no event later than 10 calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Except as provided in Article 49, notice of the extent of the claim with supporting data shall be delivered within thirty (30) calendar days after such occurrence (unless the County allows, in writing, an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Work Time shall be valid if not submitted as previously specified above.

Unless the Contractor submits a written request to work on a holiday at least ten (10) calendar days in advance of the requested date and receives written approval from the County, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; the Saturday and Sunday immediately preceding Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 19 through January 3, inclusive. Work Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

The Work Time shall be extended in an amount equal to time lost due to delays beyond the control of Contractor if a claim is made therefore as provided in this Article, and, if for Inclement Weather, as also provided in Article 49. Such delays shall include, but not be limited to, acts or neglect by County or others performing additional Work as contemplated by Article 41, or to fires, floods, labor disputes, epidemics, abnormal weather conditions (Article 49) or acts of God. The Contractor must provide the following information within the time periods stated. Failure to submit such information and in compliance with the time requirements stated, shall constitute a waiver by the Contractor and a denial of the claim for extension of time:

- A. Nature of the delay or change in the Work;

- B. Dates of commencement/cessation of the delay or change in the Work;
- C. Activities on the progress schedule current as of the time of the delay or change in the Work affected by the delay or change in the Work;
- D. Identification and demonstration that the delay or change in Work impacts the CRITICAL PATH (submittal of schedule);
- E. Identification of the source of delay or change in the Work;
- F. Anticipated impact extent of the delay or change in the Work; and
- G. Recommended action to minimize the delay.

The Contractor acknowledges and agrees that the evaluation of time extensions shall be based upon the following criteria:

1. All schedule updates, submittals and other requirements of this General Condition have been met;
2. The delay must be beyond the control of the Contractor and subcontractors and due to no direct or indirect fault of the Contractor;
3. The delay that is the subject of the time extension must result in a direct delay to the Critical Path;
4. The schedule must clearly display that the Contractor has used, in full, all the float time, except for County initiated changes. Float time is not for the exclusive use of either the Contractor or the County; and
5. If Inclement Weather is the basis for a Claim for additional time, such Claim shall be submitted as required in Article 49.

The County's determination as to the total number of days of contract extension shall be based upon the computer-produced construction schedule current at the time of the delay event.

Pursuant to the Contract's float-sharing requirements, no time extensions shall be granted nor delay damages considered until a delay occurs that impacts the project's Critical Path, consumes all available float, and extends the Work beyond the Contract completion date.

The Contractor shall not be entitled to and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency or any other impacts to the Work or time of performance and further, hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead, increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Contractor hereby affirms that the extension of time granted herein is the Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work whether such delay is avoidable or unavoidable.

#### **49 Extension of Time on Account of Inclement Weather**

If Inclement Weather is the basis for a Claim for additional time, such Claim shall be submitted by the expiration of Work Time, as amended by Work Supplement(s), Change Order(s) or Written Amendment(s), and shall be supported by the Daily Field Report, documentation substantiating the adverse effect on the construction's Critical Path and Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled for the stated time period of the Inclement Weather. The Contractor's construction schedule shall be based upon the allowance of at least sixteen (16) calendar days per twelve (12) months for Inclement Weather delays as has been included in the Work Time. Further, the Contractor has the responsibility to take reasonable precautions to mitigate the impact of unfavorable weather conditions. Failure by the Contractor to document Inclement Weather on its

Daily Field Report, to document how the Time adjustment extends the Critical Path or to comply with the proper notice within the time limit, shall result in the Contractor waiving its claim for weather delay.

However, the County reserves the right to reject Contractor's Claim for additional time due to Inclement Weather when a Permit or Contract restrict any construction activity, including, but not limited to, staging and demobilization, prior to, or, beyond a certain date.

The Contractor shall not be entitled to and hereby waives, any and all damages, losses and claims which it may suffer by reason of Act of God, hurricanes, force majeure events, unforeseen conditions, delay, acceleration, cardinal changes, loss of efficiency or any other impacts to the Work or time of performance and further, hereby waives all damages, losses and claims which it may suffer by reason of these events, including, but not limited to lost profits, overhead, increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Contractor hereby acknowledges, agrees and affirms that the extension of time granted herein is the Contractor's sole and exclusive remedy for all such damages, losses and claims. Apart from extension of time, no payment of claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work whether such delay is avoidable or unavoidable.

## **50 Liquidated Damages**

Should the Contractor or, in the event of its default, the Surety fail to complete the Work within the Work Time, the Contractor or, in the event of its default, the Surety shall pay to the County, not as a penalty, but as Liquidated Damages in the daily amount(s) established in the Work Order.

The Contractor hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by the County as a result of Contractor's delay, and that said amounts are not a penalty nor shall ever be contested as reflecting the imposition of a penalty against the Contractor.

The County shall have the right to apply as payment on such Liquidated Damages any money on any Project that is due the Contractor by the County, and, to deduct Liquidated Damages either incrementally from progress payment(s) or the Final Payment.

Permitting the Contractor to continue and to finish the Work, or any part of it, after the expiration of Work Time, shall in no way act as a waiver on the part of the County of the Liquidated Damages due under the Contract.

The number of days of default shall be determined by counting all calendar days. In case of default of the Contract and completion of the Work by the County, the Contractor and its Surety shall be liable for the Liquidated Damages under the Contract, but no Liquidated Damages shall be chargeable for any delay in the final completion of the Work by the County, due to an unreasonable action or delay on the part of the County.

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

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

If not required by the Bid, as soon as possible after the formal execution of the Contract, the Contractor shall submit to the County, the names and addresses of the manufacturers and suppliers of all materials and equipment it proposes to incorporate into the Work. When shop and supplemental drawings are required as specified below, such information shall be submitted prior to the submission of the drawings so that the County may consider the manufacturer, and/or the supplier, to be acceptable or unacceptable, as to its or their ability to furnish a product meeting the Specifications, subject to final acceptance of the particular material or equipment. As requested, the Contractor shall also submit data relating to the materials and equipment it proposes to incorporate into the Work, in sufficient detail to enable the County to identify the particular product in question and to form an opinion as to its conformity to the Contract requirements. Such data shall be submitted in a manner similar to that specified for shop drawings.

The Contractor shall furnish facilities, materials and labor for the handling, inspection and testing of all materials and equipment. The Contractor shall remove all defective materials and equipment immediately from the site of the Work. Notwithstanding Paragraph 9 of the Instructions to Bidders, the Contractor shall make arrangements for and shall pay for all costs associated with soil density tests and other testing required by the Specifications, including any retesting for defective Work, performed by testing contractors approved by the County. The Contractor shall submit testing data to the County.

In addition to the required testing and submission requirements herein, and, wherever and whenever the County so requires prior to Final Acceptance, the Contractor shall submit results of Special Tests, performed by testing contractors approved by the County, as may be necessary to demonstrate that the Work conforms to the requirements of the Contract. The County may also require the Contractor to submit samples of materials for such Special Tests as may be necessary to demonstrate that they conform to the requirements of the Contract. Such samples shall be furnished, taken, stored, packed, and shipped as directed by the County, at the expense of the Contractor. Except as otherwise specified, the Contractor shall make arrangements for and shall pay for all costs associated with the Special Tests. If the results of the Special Test required by the County under this paragraph indicate that the Work conforms to the requirements of the Contract, the County shall reimburse the Contractor for all reasonable costs associated with the Special Test, except for acceptable molds for making concrete test cylinders, which the Contractor shall furnish at its own expense.

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

The Contractor shall submit data and samples, or place its orders, sufficiently early to permit consideration, inspection, testing, and acceptance before the materials and equipment are needed for incorporation in the Work. Delay resulting from its failure to do so shall not be used as the basis of a claim against the County.

When required, the Contractor shall furnish to the County triplicate sworn copies of manufacturer's shop tests, mill tests or reports from independent testing laboratories, relative to materials and concrete data.

After the samples, data, etc., are considered acceptable to the County, the materials and equipment used on the Work shall correspond therewith.

If the Work is defective, or the Contractor fails to perform the Work in such a way that the completed Work shall conform with the Contract, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the Work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor or any other party.

If required by the County, the Contractor shall promptly either correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the County, remove it from the site and replace it with non-defective Work. The Contractor shall bear all direct, indirect, and consequential costs of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept the Work, the County may do so. The Contractor shall bear all direct, indirect and consequential costs attributable to County's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract with respect to the Work; and the County shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, County may make claim therefore as provided in Article **43**.

If Work to be done away from the construction site is to be inspected on behalf of the County during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the County of the place and time where such fabrication, manufacture, testing or shipping is to be done. Such notice shall be in writing and delivered to the County in ample time so that the necessary arrangements for the inspection can be made. The County, however, assumes no obligation to make any inspection of materials or equipment at the source of supply, and the responsibility for assuring that the materials and equipment are satisfactory rests entirely with the Contractor.

If the County so requests, the Contractor shall, at any time before Final Acceptance, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. Should the Work so exposed or examined prove unacceptable, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid by the County as an additional cost to the Work under an approved Change Order.

## **52 Work Security and Protection**

Contractor shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions that are necessary and adequate against any conditions that involve a risk of loss, theft or damage to its property, at a minimum. Contractor shall continuously inspect all its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to County within three (3) calendar days of each incident.

Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Contractor's

responsibility is any loss or damage that results from the sole active negligence of the County or its representatives.

Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire Work shall be delivered to the County in proper, whole and unblemished condition.

The Contractor shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the County and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The County, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal safety, loss control and security programs. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by this Contract.

Until Final Acceptance of the Work by the County, the Contractor shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including County furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

The Contractor shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including County furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:

- A. is directly due to errors in the Contract which were not discovered by the Contractor and which the Contractor could not have discovered through the exercise of due diligence;
- B. is caused by the agents or employees of the County, unless: (1) the Contractor has waived its rights of subrogation against the County on account thereof as provided in the Contract, or (2) such loss or damage would be covered by any policy or policies of insurance which the Contractor is required to maintain hereunder, whether the Contractor actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Contractor, whether or not required hereunder.

### **53 Correction/Guarantee Period**

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

If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept the Work, the County may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the County's evaluation of and determination to accept such defective Work. If the acceptance occurs after final payment, an appropriate amount shall be paid by the Contractor to the County.

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

The Contractor shall submit an Application for Progress Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application to the County for review no sooner than at the end of each month, unless otherwise prescribed by law. The Contractor shall also submit the completed Warranty of Title and Release, Statement of Unresolved Claims, and any such supporting documentation as is required by the Contract, with each Application for Progress Payment. The County shall provide the Contractor the schedule of values worksheet at the Pre-construction meeting. Each Application for Progress Payment shall include the Work Order number, Resolution Number of the Contract, service period, invoice date and number.

The Contract may contain both Unit Price and Lump Sum Items. As such, the intent of the Contract is to include all labor, materials, transportation equipment, fuel and performance of any associated Quality Control, environmental protection, environmental monitoring, tests, reports and all other items necessary to complete each item of work, at the Unit Price or the Lump Sum Price indicated on the Bid. All items incidental to, or necessary for, the completion of the bid item shall be included in the Unit Price or the Lump Sum for the item. The County shall compute or verify all quantities of materials used in computing payments. The County reserves the right to authorize payment for increased quantities required to perform the Work without an executed Work Supplement, Change Order or Work Authorization ("quantity adjustment").

Partial payments for Lump Sum items of Work shall be based upon the percent of the items of Work actually completed, except as follows:

Mobilization: For Work Orders with Work Time of 120 calendar days or less, partial payment shall be made at 50% of the bid price for mobilization, per month, for each of the first two (2) months following the Commencement Date. For Work Orders with Work Time in excess of 120 calendar days, partial payment shall be made at 25% of the bid price for mobilization, per month, for each of the first four (4) months following the Commencement Date. In no event shall more than 50% of the bid price for mobilization be paid prior to commencing construction on the project site.

Total partial payments for Mobilization on any Project, shall be limited to ten percent (10%) of the original Contract amount for the Project. Any remaining amount shall be paid upon completion of all Work under the Work Order.

Maintenance of Traffic: Partial payment shall be made as a percentage of the actual Work Order completed.

Clearing and Grubbing: Partial payment shall be made as a percentage of the actual Work Order completed.

The Application for Progress Payment shall identify the amount of the Total Complete based upon the value of the authorized Work performed to date as approved by fully executed Work Supplement(s). Retainage shall be held in the amount of five percent (5%) of the Total Complete. The amount of Previous Payments and Retainage shall then be subtracted to equal the Total Due during the Application for Progress Payment period.

The County may increase the retainage up to ten percent (10%) if the County determines, at its discretion, that the Contractor is not making satisfactory progress toward final completion of the Work or where there is other specific cause for such withholding.

The County shall, within twenty (20) business days (twenty-five (25) business days, if also reviewed by a Design Professional or another public entity) after receipt of an Application for Progress Payment, either pay the Contractor, or, reject the Application for Progress Payment, in whole or in part, indicating in writing to the Contractor the invoice deficiencies and any action necessary to make the invoice complete and proper. A Proper Application for Progress Payment includes: completed and correct Invoice Form from Appendix A, or a County-approved substitute, Warranty of Title and Release, Statement of Unresolved Claims, any invoice documentation required by the Technical Specifications and appendices such as pre-construction or pay surveys, truck or barge tickets, compliance with the provisions of this Article, insurance, Living Wage and other Contract Document provisions, and, required Federal forms.

The County may refuse to make payment of the full amount because claims have been made against the County on account of the Contractor's performance of the Work, or because Liens have been filed in connection with the Work, or there are other items entitling the County to a credit against the amount recommended. If the County has rejected the Application for Progress Payment, in whole or in part, the Contractor may make the necessary corrections and submit a Proper Application for Progress Payment; ten (10) business days after presentation of the Proper Application for Progress Payment to the County, the amount approved shall, subject to the provisions of the following Paragraph, become due and when due shall be paid by the County to the Contractor.

The Contractor may send an overdue notice if the County has not paid the Contractor as required above. If the County does not reject the Application for Progress Payment within four (4) business days of the receipt of the overdue notice, the Application for Progress Payment will be deemed acceptable.

The Contractor, its subcontractors, and suppliers are required to timely pay their subcontractors and suppliers and promptly make payments to all persons defined in Florida Statute §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the contract, in accordance with Florida Statute §218.735(6) and §255.073(3).

In the event of a dispute with respect to any progress payment or pay request, which cannot be resolved by Department staff and the Contractor, the dispute shall be finally determined by the Director of ERM on behalf of County pursuant to the following dispute resolution procedures. The Department shall initiate the dispute resolution process within 45 calendar days after County's receipt of a proper invoice for payment and shall be concluded by final decision of the Director of ERM, the Deputy Director of ERM, or such other person as the Director may designate, within 60 calendar days after the date of receipt by the Department of the Contractor's proper payment request. The Director of ERM or designee shall initiate the dispute resolution process by setting up a meeting with the Contractor to review the documentation and pay request and any additional information the Contractor may want considered. The Department staff shall present any records, documents or concerns regarding the payment and the dispute for consideration. If the dispute is amicably resolved at the meeting, the Director of ERM or designee shall issue a written decision to the Contractor documenting the agreement. If the parties do not reach an amicable resolution, the Director of ERM or designee shall issue a written decision which shall conclude the resolution process. The written decision of the Director of ERM, the Deputy Director of ERM or designee shall be deemed the County's final decision for the purposes of the Local Government Prompt Payment Act. In the event the Department does not timely commence the dispute resolution

process, the Contractor may commence the process pursuant to Section 218.76(2)(b) Florida Statutes.

## **55 Partial Utilization**

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

It shall be understood by the Contractor that until such written notification of the Certification of Substantial Completion of that part of the Work is issued by the County, all responsibility for care and maintenance of all items or portions of the Work to be partially utilized shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the County shall accept responsibility for the protection and maintenance of all such items **or** portions of the Work described in the written notice.

The County shall prepare a Punchlist for that part of the Work declared substantially complete in accordance with time limitations outlined in Article **56**.

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

## **56 Substantial Completion and Punchlist**

When the Contractor considers the entire Work under a Work Order ready for its intended use, the Contractor shall notify the County in writing that the Work is substantially complete and request that the County prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the County and the Contractor shall make an inspection of the Work to determine the status of completion. If the County does not consider the Work substantially complete, the County shall notify the Contractor in writing giving the reasons therefore. If the County considers the Work under a Work Order to be substantially complete, the County shall prepare for its execution and recordation the Certificate of Substantial Completion signed by the County and Contractor, which shall fix the Date of Substantial Completion. The County shall deliver the Punchlist, based on the aforementioned inspection or subsequent inspections, to the Contractor within:

1. thirty (30) calendar days after Substantial Completion when the Work Order Price, as amended, is less than USD Ten Million (\$10 million), or,
2. sixty (60) calendar days after Substantial Completion when the Work Order Price, as amended, is USD Ten Million (\$10 million) and above.

The Punchlist shall establish a date for completion of corrective Work (Final Completion) under a Work Order. If the Punchlist is not delivered within the above timeframe, the Punchlist shall extend the Final Completion deadline by the number of days that the Punchlist is delayed. If the Punchlist is not delivered within the above timeframe, unless the delay is the result of the Contractor's failure to fulfill his obligations regarding the preparation of the Punchlist, the

Contractor may submit his Application for Final Payment which then must be made; the County may only withhold the amounts required to correct incomplete or defective work.

## **57 Application for Final Payment**

After the Contractor has completed all correction Work referred to in Article **56** "Substantial Completion," on the Punchlist for a Work Order, or on any other punchlists which have been completed, and the Contractor has delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, as provided in these General Conditions, and other documents, all as required by the Contract, and has given the County written notice that the Work under a Work Order has been completed in conformity with the Drawings and Specifications and any approved changes thereto, the Contractor may submit an Application for Final Payment following the procedure for progress payments in Article **54**. The Application for Final Payment shall be indicated as "Final," include the Work Order number, Resolution Number of the Contract, invoice date and number, and, if appropriate, request return of any withheld retainage. The Application for Final Payment shall be accompanied by all documentation required by the Contract, including but not limited to the following Appendix A forms or County-approved substitute(s):

1. Final Warranty of Title and Release
2. Contractor's Certification of Final Completion
3. Consent of Surety for Final Payment
4. Guarantee
5. Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion from Contractor and its suppliers, subcontractors and subconsultants

A Proper Application for Final Payment includes: completed and correct Invoice Form from Appendix A, or a County-approved substitute, all forms above, any invoice documentation required by the Technical Specifications and appendices such as pre-construction or pay surveys, truck or barge tickets, compliance with the provisions of this Article, insurance, Living Wage and other Contract Document provisions, and, required Federal forms.

The Contractor may be required to submit complete and legally effective releases or waivers (satisfactory to the County) of all liens and "Notices to Owner" arising out of or filed in connection with the Work as part of a proper Application for Final Payment.

## **58 Record Documents**

The Contractor shall keep one (1) record copy of all Specifications, Drawings, Addenda, modifications and shop drawings at the site in good order and clearly annotated to show all changes made during the construction process. These shall be available to the County for inspection and reference and shall be delivered to the County upon completion of the Project, prior to Application for Final Payment.

## **59 Final Payment and Acceptance**

Upon receipt of written notice from the Contractor that the Work under a Work Order has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of a Proper Application for Final Payment and accompanying documentation, the County shall promptly examine the Work and, making such tests as it may deem proper and using all of the care and judgment normally exercised in the examination of completed Work, shall satisfy itself that the Contractor's statement appears to be correct and the Contractor's other obligations under the Contract have been fulfilled. The County shall render in writing that it has examined the Work under the Work Order and that the Work appears, to the best of the County's

knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders or Work Supplements, that the Contractor's other obligations under the Contract have been fulfilled, and that the County therefore recommends acceptance of the Work under the Work Order for ownership and final payment to the Contractor. However, it is agreed by the County and the Contractor that such statement does not in any way relieve the Contractor from its responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the County or its agents liable for any faulty Work done or defective materials or equipment used by the Contractor.

The County shall then make a final estimate of the value of all Work done and shall deduct therefore all previous payments which have been made. The County shall report such estimate along with its recommendation as to the acceptance of the Work or the County's findings as to any deficiencies therein. After the County's receipt and acceptance of the Proper Application for Final Payment and accompanying documentation required by the Contract, pursuant to Article 57, the County shall make final payment to the Contractor, in accordance with the provisions and time constraints of the Local Government Prompt Payment Act (FS 218.735), of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following amounts:

1. Liquidated Damages, as applicable.
2. At the discretion of the County, up to one hundred and fifty percent (150%) of the value of outstanding items from the Punchlist. All such Work shall be completed or corrected to the satisfaction of the County within the time stated on the Certificate of Substantial Completion, or on the Punchlist, otherwise the Contractor does hereby waive any and all claims to all monies withheld by the County to cover the value of all such uncompleted or uncorrected items.
3. That are the subject of a good faith dispute.
4. That are subject of a claim pursuant to Florida Statute 255.05.
5. That are otherwise the subject of a claim or demand by the County or Contractor.

All prior estimates are subject to correction in the final estimate. The Application for Final Payment is not a proper invoice for payment until it is approved by the County's Contract Review Committee.

A dispute concerning the Final Payment or Final Pay Request shall be subject to the dispute resolution process identified in Article 54 provided the Contractor has presented a proper Application for Final Payment in accordance with the Contract.

## **60 Contractor's Continuing Obligation**

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

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

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

## **62 County's Right to Terminate**

(a) If at any time there shall be filed by or against the Contractor in any court, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Contractor's property, and within thirty (30) calendar days thereafter the Contractor fails to secure a discharge thereof, or if the Contractor makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors, or if the Contractor admits in writing an inability to pay its debts generally as they become due, or if the Contractor fails to perform the Work in accordance with the Contract (including, but not limited to failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under the Technical Specifications as revised from time to time or fails to make progress so as to endanger performance of this Contract or performs Work which fails to conform to the requirements of this Contract), or if Contractor disregards Laws or Regulations of any public body having jurisdiction, or if Contractor disregards the authority of the County, or if Contractor otherwise violates in any substantial way any provisions of the Contract, then the County shall give written notice of any such default to the Contractor setting forth ten (10) calendar days, or such other longer period as the County may provide, within which the Contractor shall cure such default. If within such time as is set forth in the notice to Contractor, Contractor or its Surety(ies) does not cure such default, or if Contractor or its Surety(ies) fails to provide satisfactory evidence that such default shall be corrected, County may terminate in whole or in part Contractor's right to proceed with Work by written notice and may prosecute the Work to completion by contract or by any other method deemed expedient. The County may exclude Contractor from the site, and take possession of the Work and all or some of the Contractor's materials, tools, equipment and appliances and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere and complete the Work by such means as the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed (1) the expense of completing the Work including compensation for additional managerial and administrative services, plus (2) liquidated damages, plus (3) the County's indirect and consequential losses and damages because of the Contractor's default, including but not limited to fees and charges of Engineers, Architects, Attorneys and other professionals and court costs, such excess shall be paid to the Contractor. If such expense, plus liquidated damages plus the County's losses and damages shall exceed such unpaid balance, the Contractor or its Surety(ies) shall pay the difference to the County promptly on demand. Such costs incurred by the County shall be incorporated into a Change Order, but when exercising any rights or remedies under this paragraph, County shall not be required to obtain the lowest price for the Work performed.

Upon termination for default, Contractor shall:

- A. immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of Work terminated;
- B. inventory, maintain and turn over to County all materials, plant, tools, equipment, and property furnished by Contractor or provided by County for performance of Work;
- C. promptly obtain cancellation upon terms satisfactory to County of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to County as directed;
- D. cooperate with County in the transfer of information and disposition of Work in progress so as to mitigate damages;
- E. comply with other reasonable requests from County regarding the terminated Work; and continue to perform in accordance with all of the terms and conditions of the Contract such portion of Work that is not terminated.

(b) The County may terminate this Contract with or without cause by giving written notice to the Contractor, and in such event, the County shall pay the Contractor for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination. The County also shall reimburse the Contractor for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the Contractor, not including overhead, general expenses or profit. The County shall not be responsible to reimburse the Contractor for any continuing contractual commitments to subcontractors or material suppliers or penalties or damages for canceling such contractual commitments inasmuch as the Contractor shall make all subcontracts and other commitments subject to this provision. County shall not be liable for, and Contractor hereby waives, any claim for lost prospective profits, economic losses, or other consequential damages. Contractor shall submit within thirty (30) calendar days after receipt of notice of termination, a proposal for an adjustment to the contract price including all incurred costs described herein. County shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

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

(d) In the event that any termination under subparagraph (a) above is determined to have been effectuated without proper or sufficient cause, then such termination shall be deemed to have been a termination for convenience under subparagraph (b) above.

### **63 County Remedies**

If the Contractor defaults or neglects to carry out any of its obligations under this Contract, including but not limited to the provisions of the Technical Specifications, or should liens be filed, bills of sale, conditional bills of sale, chattel mortgages, assignments of this Contract, or orders for the payment of money for materials or labor or either, or should the Contractor become insolvent or bankrupt, the County shall have the right, in addition to any other rights and remedies provided herein or by law, to perform and furnish through itself and/or through others any such labor or materials for the Work and to deduct the costs thereof from any money due or to become

due to the Contractor for all or any portion of the Work; enter upon the premises and take possession, for the purpose of completing the Work, all equipment, scaffolds, tools, appliances, and any other items thereon, and to employ any person or persons to complete the Work and provide all labor services, materials, equipment, and other items required therefore. In case of such termination of the employment of the Contractor, Contractor shall not be entitled to receive any further payment under this Contract; however, if the unpaid balance of the amount to be paid under this Contract shall exceed the cost and expense incurred by the County in completing the Work, such excess shall be paid by the County to the Contractor; but, if such cost and expense shall exceed the unpaid balance, the Contractor shall promptly pay the difference to the County on demand or this difference may be charged against the contract Bond. Said cost and expense shall include not only the cost of completing the Work to the satisfaction of the County and of performing and furnishing all labor, services, materials, equipment, and other items required therefore, but all losses, damages, costs and expenses including attorney's fees sustained, incurred, or suffered by reason of or resulting from the Contractor's default, or by reason of litigation over this Contract.

#### **64 Contractor's Right to Terminate or Stop Work**

If through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) calendar days by the County or under an order of court or other public authority, or the County fails to act on any Application for Payment within thirty (30) business days after it is submitted or County fails for sixty (60) business days to pay the Contractor any sum finally determined to be due, then the Contractor may, upon giving seven (7) calendar days prior written notice to the County, and provided County does not remedy such suspension or failure within that time, terminate the Contract and recover from the County payment on the same terms as provided in Article 62(b). In lieu of terminating the Contract and without prejudice to any other right or remedy, if the County has failed to act on an Application for Payment within thirty (30) business days after it is submitted, or the County has failed for sixty (60) business days to pay the Contractor any sum finally determined to be due, the Contractor may upon seven (7) calendar days prior written notice to the County to stop the Work until payment is received of all such amounts due the Contractor.

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

The County reserves the right to retain title to all suitable soils, stone, sand, gravel, and other materials, as determined suitable by the County, developed and obtained from excavations and other operations connected with the Work. Unless otherwise specified in the Contract, neither the Contractor nor any subcontractor shall have any right, title, or interest in or to any such materials.

The Contractor shall be permitted to use any such suitable materials in the Work, without charge, if such materials meet the requirements of the Contract.

#### **66 Public Records**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the County 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:

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The 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.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.

D. Upon completion of the Contract the Contractor shall transfer, at no cost to the County, all public records in possession of the Contractor unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County 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 County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. 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.

**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 DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

## **67 Right to Audit**

The County shall have access to and the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature to the extent they are relevant, including, but not limited to those claimed to have been incurred or anticipated to be incurred and for which a Claim has been submitted. The right to audit shall include the right to inspect the Contractor's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the County deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the County for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the County.

The County shall have the Right to Audit for five (5) years after Final Payment or resolution of all claims, whichever occurs last, except that additional time may be required for a state- or federal-funded project.

## **68 Construction Schedule**

For Projects valued at less than \$500,000 or have a total construction time of less than 120 calendar days, a bar chart type schedule may be submitted in lieu of the Critical Path Method (CPM) schedule specified below, if so approved by the County. All other requirements regarding content, submittals, and updates shall remain.

The Project shall be monitored by a detailed CPM scheduling system. This system shall be the basis for the evaluation of all Contractor's performance. The Contractor shall, at least seven (7) calendar days prior to the pre-construction conference, submit to the County for acceptance a short-term Schedule in the form of a 3-month bar chart indicating the initial activities of the Project including submittals. This short-term Schedule must be accepted by the County prior to application for the first progress payment. The Contractor shall, after the Contractor's receipt of written Notice to Proceed, and, before starting any Work, submit to the County for acceptance a detailed CPM project Schedule based on a critical path analysis of activities and sequential operations needed for the orderly performance and completion of any separable parts of any and all Work in accordance with the Contract. The Contractor must receive the County's approval of the detailed CPM Schedule before the first progress payment is submitted for payment by the County. The total project duration of the CPM Schedule shall equal the contract duration(s) specified in the Bid Form. The CPM Schedule and all reports shall be prepared using MS Project computer software or equivalent.

The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Contractors at the site of work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Contractor furnished material and equipment. The schedule shall be a CPM type network drawn to a time scale using arrow or precedence type diagramming. The construction CPM Schedule activities shall mirror the payment application breakdown.

The construction CPM Schedule shall include the following:

1. Brief description of each activity.
2. All submittals, samples, approvals, fabrication, and deliveries for equipment and materials. Allow no more than sixty (60) calendar days float between submittal approval and beginning of fabrication.
3. Activities showing scheduled start and finish, late start and finish, and float.
4. Relations between activities.
5. Duration of activities.
6. Contractual and other major milestones including phasing.
7. Schedule activities to include labor and material.
8. An allowance for delays due to weather. Allow at least a float of sixteen (16) calendar days per twelve (12) months as is included in the Work Time. Work Time extensions for Inclement Weather delays shall be granted only when the number

of Inclement Weather Days exceeds this allowance and all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.

9. A milestone for Substantial Completion that follows the completion of all necessary Work, and, that includes the allowance for Inclement Weather scheduled for no later than the date of Substantial Completion as listed on the Notice to Proceed.

Upon acceptance of the original CPM Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the County. The detailed CPM Schedule submittal shall include five (5) color copies of the Gantt chart and an electronic copy of the schedule.

The detailed CPM Schedule shall be updated monthly and submitted along with an updated electronic copy with each Application for Payment. Contractor shall meet with the County to review and verify:

1. Actual start and finish dates for completed activities.
2. Remaining duration required to complete each activity started, scheduled to start, but not completed.
3. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
4. Percentage for completed and partially completed activities.

The Contractor shall submit a written narrative report as a part of its monthly review and update in a form agreed upon by the Contractor and the County. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

The Contractor agrees that whenever it becomes apparent from the current progress review meeting or the computer produced, calendar dated schedule that the contract completion date shall not be met, the Contractor shall execute some or all of the following remedial actions at Contractor's sole cost and expense:

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

Prior to proceeding with any of the above actions, the Contractor shall notify the County of the proposed schedule changes. Such actions shall be incorporated by the Contractor into the diagram before the next update, at no additional cost.

## **69 Explosives and Hazardous Materials**

If the Contractor during the course of the Work observes, uncovers or otherwise becomes aware of the existence of any asbestos, hazardous waste, or toxic or radioactive material at the site which has not been rendered harmless to which the Contractor or any subcontractor, supplier or

other person may be exposed, the Contractor shall immediately stop Work in the affected area and notify the County and thereafter confirm any oral notice in writing. In addition, the Contractor shall take reasonable precautions to prevent or contain the movement, spread or disturbance of such materials and to protect persons and property. The County shall promptly determine the necessity of County's retaining special consultants or qualified experts to deal therewith. The Contractor shall not perform any Work in connection therewith prior to receipt of special written instructions from the County.

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

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

## **70 Notice and Service**

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

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor or sent by facsimile to the number specified in the Bid (or to such other office or number as the Contractor may from time to time designate to the County in writing), or if deposited in the United States Mail in a sealed, postage prepaid envelope.

All notices or other papers required to be delivered by the Contractor to the County, or to any of its representatives shall, unless otherwise specified in writing to the Contractor, be delivered to: Palm Beach County Board of County Commissioners, Environmental Resources Management Department, 2300 North Jog Road, 4<sup>th</sup> Floor, West Palm Beach, FL 33411-2743, and any other notice or demand upon the County shall be sufficiently given if delivered to such office, or if deposited in the United States Mail in a sealed, postage prepaid envelope, in each case addressed to such office (or to such other representative of the County or to such other address as the County may subsequently specify in writing to the Contractor for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same should have been received in due course of posts, or in the case of a facsimile, at the time of actual transmission thereof.

## **71 Waiver of Florida Statute Chapter 558**

County and Contractor agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

## 72 Contractor Furnished Drawings, Data and Samples

Review and permission to proceed by County as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Contractor and does not relieve Contractor from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required to be submitted to the County for review, shall be submitted attached to forms provided by County.

All correspondence from the Contractor to the County shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with Contract requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with Contract requirements, and it has been coordinated with all other submittals and the Contract."

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Company Name)

### A. Drawings

Where drawings are required for (a) fabrication of Contractor-furnished equipment; (b) installing Contractor-furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. The Contractor shall allow at least 21 calendar days for review by the County. The County's review shall be accomplished based on the Contractor's submittal schedule portion of the CPM schedule, as approved. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work.

For drawings greater in size than 11" x 17", two (2) paper copies and an electronic file in a format acceptable to the County shall be submitted to the County by and at the expense of the Contractor. The County shall be the sole judge of the adequacy of the quality of the deliverables and may reject them based on quality alone. Such drawings shall not be folded, but shall be transmitted in mailer rolls manufactured expressly for that purpose.

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

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

All drawings submitted by the Contractor shall be certified and dated by the Contractor on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the specifications. The County shall conduct a review of Contractor's drawings and a drawing marked with one of the following review comments shall be returned to the Contractor.

1. No exceptions taken.
2. Comments attached. Resubmit.
3. Rejected.

The Contractor must incorporate the changes indicated, resubmit and obtain a Code 1 or 2 notation before release for shipment can be granted.

#### B. Samples

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

Where samples are required, they shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. The Contractor shall allow at least twenty-one (21) calendar days for the County's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Contractor's name, date submitted, project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

Samples which have been reviewed may, at the County's option, be returned to the Contractor for incorporation into the Work.

#### C. Catalogues, Data and Certificates

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

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

### **73 Cost Savings**

After award of the Contract, the County shall consider changes to the Contract proposed by the Contractor affecting the intent of the Contract. If the Contractor awarded the project proposes changes to the Contract which reduce project costs, and they are accepted by the County, then the Contractor shall be entitled to fifty percent (50%) of the savings resulting from the changes (after engineering fees and administrative costs have been paid).

### **74 Safety and Health Regulations**

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

The Contractor shall comply with the Department of Labor Safety and Health Regulations promulgated under the Occupational Safety and Health Act of 1970 to include General Industry Standards (29 CFE 1910) and (29 CFR 1926/1910) for construction, and under Section 107 of the Contract Work Hours and Safety Standards Act.

B. The Contractor shall comply with the Manual on Uniform Traffic Control Devices when working on or off the site.

C. The Contractor shall allow representatives of the Department of Labor and authorized representatives of the Palm Beach County Environmental Resources Management Department and the Palm Beach County Risk Management Department full access to the project for inspection.

### **75 Best Management Practices for the Construction Industry**

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

B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner that shall minimize any possible risk of release to the environment. Any storage container of 55 gallons or 440 pounds or more containing regulated substances shall have constructed below it an impervious containment system constructed of material of sufficient thickness, density and composition that shall prevent the discharge to the land, groundwater or surface water of any pollutant that may emanate from said storage container.

Each containment system shall be able to contain 150% of the contents of all storage containers above or within the containment system.

C. The Contractor shall be responsible for assuring that each contractor and subcontractor shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a regulated substance and shall be thoroughly familiar with procedures required to contain and clean up any releases of the regulated substance. Any tools or equipment necessary to accomplish same shall be available in case of release.

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

## **76 Performance During Emergency**

By submitting a Bid, Contractor agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the County shall be given "first priority" for all goods and services under this Contract. Contractor agrees to provide all goods and services to the County during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Contractor shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute a breach of Contract and make the Contractor subject to sanctions from further business with the County.

## **77 Appropriation of Funds**

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners or grant entity.

## **78 No Third Party Beneficiary**

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or any employees of the County and/or Contractor.

## **79 Illegality**

If a court of competent jurisdiction finds that any article or provision of these General Conditions is invalid, unenforceable, or illegal for any reason whatsoever, only the portion and/or part thereof that is invalid, unenforceable or illegal shall be stricken and be deemed to be deleted, and the validity and enforceability of the remaining portions and or parts of each provision herein shall not be affected. To the greatest extent permissible the remaining parts of any such provision shall be construed and/or reformed to effectuate the parties intent as reflected in the original text.

## **80 Cumulative Remedies**

The remedies under the terms of the Contract, and/or as set forth in a specific provision of the Contract, are not intended to be exclusive of any other remedies provided, but each and every such remedy herein is cumulative and each remedy shall apply to the fullest extent legally permitted and each remedy is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as

often as the County deems expedient.

**END OF SECTION**

## SUPPLEMENTAL GENERAL CONDITIONS

**PROJECT NO.:** 2018ERM01

**PROJECT NAME:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)

**In the event of a conflict between these Supplemental General Conditions and other provisions of the Contract Documents, these requirements will govern and prevail.**

A. Additional Insured(s) and Indemnitees

In addition to the County, the following shall be added as additional insured(s) as required in Article 18 (Contractor's Insurance) of the General Conditions:

Specified in Work Order  
\_\_\_\_\_  
\_\_\_\_\_

B. Revise General Conditions, Articles 19 (Contractor's Responsibility), 27 (Subcontracts) and 41 (Work by Others) by adding the following:

The Contractor shall perform with his own organization Work amounting to fifty-one percent (51%) or more of the total Work Order amount, as amended, less the total amount for material/equipment purchase, turbidity monitoring, materials testing, surveying and engineering. If the Contractor subcontracts a part of a Work Order line item, the County will use only the subcontracted proportional cost in determining the percentage of subcontracted normal Work.

When requested, Contractor shall submit to County a detailed breakdown, by Bid Schedule line item in dollars and percentage, demonstrating how the Work line item amount is distributed. The breakdown shall show all relative information for the Contractor, subcontractors, subconsultants and suppliers at all tiers.

The Contractor will execute all agreements to subcontract Work in writing and include all pertinent provisions and requirements of the Contract in those agreements. Upon request, the Contractor will furnish subcontract copies to the County. The subcontracting of Work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

C. Mobilization/Demobilization for a Hurricane

In the event the National Hurricane Center declares a Hurricane Warning, and, a governmental restriction or edict prohibits any marine operations at the Work site or staging site(s), then the County herein reserves the right to suspend the Work and require the Contractor to remove all (i) marine equipment and vessels and (ii) equipment on beach permitted outside of normal restoration season, from the waterway(s), work site and staging site(s) within 8 (eight) hours of written notice to the Contractor. All demobilization and mobilization costs shall be borne by the Contractor and the County shall not be liable for any charges or lost profits for a period of 10 (ten) calendar days.

D. Fines

The Contractor shall be responsible for any and all fines assessed by federal, state or local public entities resulting from Contractor's or subcontractors' failure to comply with the permits, easements, or terms and conditions of the Contract. The County shall withhold payment of monies due to the Contractor in the amount of the fine(s) until such time that the Contractor provides proof that the

fine(s) have been paid in full. The daily Liquidated Damages amount specifically excludes these fines.

E. Commencement, Prosecution and Completion of Work

For dune and beach restoration Projects, unless authorization is obtained by the Permitting Agency, no equipment shall be permitted on the beach prior to November 1<sup>st</sup>, and, all equipment shall be removed from the beach prior to March 1<sup>st</sup>. The Contractor is only authorized to perform dune and beach restoration Work during daylight hours and in accordance with the noise ordinance of the municipality specified in the Work Order. If requested by the Contractor, the County shall request a noise ordinance waiver, if required, to allow construction of the dune or beach restoration Project 24 hours per day, 7 days per week. The time stated for Final Completion of the Project shall include final site restoration of all Work areas, staging areas and beach accesses.

F. Time Extensions

No time extensions shall be granted for dune and beach restoration Projects.

G. Revise General Conditions, Article 53 Correction/Guarantee Period as follows:

The Contractor shall not be responsible for replacing eroded sand in the fill template during the correction/guarantee period on dune and beach restoration Projects.

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## H. Federal/State Requirements

Definitions: *FDEM = State of Florida Division of Emergency Management*  
*County = Palm Beach County, a political subdivision of the State of Florida*  
*FEMA = Federal Emergency Management Agency, an Agency of the United States*  
*Department of Homeland Security,*  
*DHS = Department of Homeland Security*

### FEMA PUBLIC ASSISTANCE CONSTRUCTION CONTRACT CLAUSES

A Work Order may be funded, in whole or in part, by FDEM and FEMA. The following provisions are representative samples of Federal/State requirements. **Federal/State requirements not already identified in these Supplemental General Conditions shall be attached to the Work Order.** The Contractor shall insert all Federal/State Requirements in each of its subcontracts entered into in connection with the federally/state-funded Work Order. Upon request, the Contractor will furnish subcontract copies to the County.

#### 1. Conflict of Interest / Gift Policy.

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics, Sections 2-441 through 2-448 of the Palm Beach County Code. All Contractors shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Contractor firm or any of its branches. The County's Code of Ethics, which applies to all County officials and employees, shall serve as the County's conflict of interest policy for federal awards.

Additionally, 2 CFR 200.318(c)(1) requires disclosure of a potential conflict of interest and standards of conduct for "organizational conflicts of interest", which may apply to non-profit sub-recipients of federal funds; and, gift requirements that are different from those included in the County's Code of Ethics. As such, the following provisions shall govern in those instances where federal funds are utilized for purchasing goods or services:

- a. Conflict of Interest: Notwithstanding any provision of Section 2-443 of the Ethics Code, no employee, officer or agent of the County may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a Contractor considered for a County contract.

In addition, all federal criminal law violations involving fraud, bribery or gratuity that potentially affect a federal award are required to be disclosed in writing. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the Contractor.

- b. Organizational Conflict of Interest: The Contractor shall not have activities or relationships (a) causing the Contractor to be unable, or potentially unable, to render impartial assistance or advice

to the County; (b) impairing the Contractor's objectivity in performing the Contract work; or (c) resulting in an unfair competitive advantage.

- c. Gift Policy: Notwithstanding any provision of the Ethics Code, no contractor or subcontractor who submits a bid response, is a party to, or receives a benefit from, this solicitation or the resulting Contract shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the County. Further, no officer, employee, or agent of the County shall solicit or accept, a gratuity, favor, or anything of monetary value from a contractor or subcontractor who submits a bid response, is a party to, or receives a benefit from, this solicitation or the resulting Contract.

2. Records Requirements.

- a. Records Retention. Contractor's records retention time requirement is to maintain all books, records, accounts and reports required under this Contract for a period of not less than five (35) years after the date of FEMA's account closeout of the last Project under this Contract, except that in the event of litigation or settlement of claims arising from the performance of this Contract, Contractor agrees to maintain same until the FDEM, County, FEMA, DHS, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.
- b. Access to Records. The following access to records requirements apply to this Contract:
  - i. The Contractor agrees to provide County, FDEM, the FEMA Administrator, DHS, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other Work sites pertaining to the Work being completed under the Contract.

3. Notice of Federal Emergency Management Agency (FEMA) Reporting Requirements and Regulations.

- a. General. The FDEM and County is using Public Assistance grant funding awarded by FEMA to the State/FDEM and/or Palm Beach County to pay, in whole or in part, for the costs incurred under this Contract. As a condition of Public Assistance, funding under (major disaster or emergency) declaration FEMA requires County and the FDEM/State of Florida to provide various financial and performance reporting.
  - i. It is important that the Contractor is aware of these reporting requirements, as the FDEM and County may require the Contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to FDEM, DHS and other entities.
  - ii. Contractor shall comply with all such reporting requirements as necessary to satisfy and comply with FDEM and FEMA award requirements. Failure to do so is a material breach of this Contract.
  - iii. Failure of FDEM and County to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this Contract.
- b. Financial Reporting. The FDEM is required to submit to the following financial reports to FEMA:
  - i. Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance Project.

- ii. Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
- iii. Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.
- c. Performance Reporting. The FDEM and/or County is required to submit the following financial reports to FEMA:
  - i. Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance Project for the applicable disaster declaration.
  - ii. Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
  - iii. Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.
- d. Applicable Reporting Regulations and Policy. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, State and local statutes, regulations, requirements, policies, and other sources setting forth various reporting requirements, including County policies and procedures, and FEMA program policies including, but not limited to, Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the Project, the status of the funds, comparison of accomplishments to milestone objectives, and the reasons for delay or failed milestones.

4. Clean Air Act, Clean Water Act.

- a. Clean Air Act
  - i. The Contractor agrees to comply with all applicable standards, orders or regulations or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., Section 112 and 306 of the Clean Air Act.
  - ii. The Contractor agrees to report each violation to County and the FDEM and understands and agrees that the County and FDEM will, in turn, report each violation as required to assure notification to the County, FDEM, FEMA, and the appropriate Environmental Protection Agency Regional Office.
  - iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- b. Federal Water Pollution Control Act (Contracts in excess of \$150,000)
  - i. The Contractor agrees to comply with all applicable standards, orders or regulations or requirements issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., Section 508 of the Clean Water Act, Executive Order 11738 and the U.S. Environmental Protection Agency regulations and shall require all subcontractors to comply.
  - ii. The Contractor agrees to report each violation to the County and FDEM and understands and agrees that the County and FDEM will, in turn, report each violation as required to assure notification to the County, FDEM, FEMA, and the appropriate Environmental Protection Agency Regional Office.
  - iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352 and 44 CFR Part 18 (as amended) (Certification required)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay

any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the County.

A completed certificate (attached hereto and titled Certification Regarding Anti-Lobbying) is required in Contractor's Sealed Bid. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Suspension and Debarment (Certification required).

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM serving as grantee and County as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participant form (attached hereto and titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Participant) is required in Contractor's Sealed Bid. Successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants as part of Final Payment documentation.

7. Environmental and Historic Preservation Protections.

Federal laws, regulations, and executive orders and the terms and conditions of a specific FEMA award may require the County and its Contractors to comply with applicable environmental and historic preservation requirements, which will, in turn, necessitate that Contractors also implement these requirements as necessary, including in all subcontracts or third party contracts. Such environmental and historic preservation protections include, but are not limited to:

- a. Environmental and Historic Preservation Compliance. FEMA will identify various environmental and historic preservation mitigation measures applicable to the scope of Work. Therefore, to the extent applicable, all Contractors will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988;

(e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- b. Contractor is required to comply with all applicable standards, orders, or requirements issued under the Environmental Protection Agency regulations (40 CFR part 15). (Applicable to contracts, sub-contracts, and subgrants of amounts in excess of \$100,000).
- c. The Contractor will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- d. The Contractor will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

8. Recovered Materials.

- a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - ii. Meeting Contract performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at this website.

9. Energy Efficiency.

Contractor is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. 6201).

10. Federal Criminal Law.

False Statements Act. The False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733. For example, a false claim could include false billing documentation submitted by the County from a contractor of any tier under a FEMA award. In the event of reasonable evidence that Contractor has violated the False Statements Act, or otherwise committed fraud or knowingly submitted false claims to the County, then County shall have the right to terminate the Contract for cause as a substantial breach of the provisions of the Contract pursuant to the General Conditions of this Contract.

Program Fraud and False or Fraudulent or Related Acts (31 U.S.C. Chapter 38). The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

11. FEMA Financial Assistance.

This is an acknowledgement that FEMA Financial Assistance will be used to fund the Contract only. Contractor agrees to comply with any and all applicable laws, rules and regulations of DHS, FEMA, County and the State, and/or the Federal government and in particular, such laws, rules, regulations and Executive Orders applicable to the receipt of Federal funding, which includes 2 CFR 200 ("Supercircular"), the DHS Standard Terms and Conditions for grants <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions#> , and SF 424B and D which contain references to many cross-cutting Federal laws and regulations that may apply to a FEMA award. FEMA's grant award to County or FDEM, as may be applicable, for this disaster Project, will contain all relevant federal laws, rules and regulations and is hereby incorporated herein by reference. Contractor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Contractor further agrees to ensure that, in the event Work is subcontracted, the subcontract will include the requirements of this paragraph in all subcontracts made to perform this Contract.

12. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the County, State, Contractor, or any other party pertaining to any matter resulting from the Contract.

13. Use of DHS seal or logo prohibited.

The Contractor shall not use the DHS' or FEMA's or County's seal(s), logos, crests, or reproductions of flags or likenesses of any DHS agency officials or County officials without specific FEMA and County preapproval.

14. Nondiscrimination.

- a. Contractor must not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
- b. Contractor carrying a program or activity under a FEMA award must not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
- c. Contractor and all subcontractors shall comply with all non-discrimination requirements of the DHS Standard Terms and Conditions located at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>; Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination regulations; and Department of Justice regulations on disability discrimination. Contractors must adhere to any Federal implementing regulations and other requirements that DHS, FEMA, FDEM or the County have with respect to nondiscrimination.

15. Equal Opportunity.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b) the Equal Opportunity Clause which is incorporated herein by reference.

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor agrees that it will incorporate or cause to be incorporated into any contract for construction Work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
  - (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (5) The Contractor and all subcontractors of Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or vendor as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

c. Subcontracts. The Contractor and each nonexempt subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

16. Contract Work Hours and Safety Standards Act. (40 U.S.C. § 3702 and 3704)

Contractor shall comply with the Contract Work Hours and Safety Standards Act (for contracts that involve the employment of mechanics or laborers) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

a. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of Work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding for unpaid wages and liquidated damages. The DHS, FEMA, or the FDEM or County, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally – assisted contract subject to the

Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

Contractor shall comply with, and ensure all subcontractors comply with the requirements of 40 U.S.C. § 3704 and ensure that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

17. Seismic Safety.

Contractor must use appropriate seismic design and construction standards and practices pursuant to the Earthquake Hazard Reduction Act of 1977, Pub. L. No. 95-124 (1977) (codified as amended at 42 U.S.C. §§ 7701-7709) and Executive Order 12699, *Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction* (1990).

18. American Standard Specifications for Making Buildings and Facilities Accessible.

All facilities will be designed to comply with the American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified.

19. Produced in the United States (Certification required).

All unmanufactured and manufactured articles, materials, and supplies acquired for public use under this Contract must be produced in the United States as required by 41 U.S.C §10a, unless it would not be in the public interest, or unreasonable in cost. A completed certificate is required in Contractor's sealed bid or proposal. Contractor shall require certification from all suppliers, subcontractors, materialmen or others providing articles, materials or supplies in this Project and shall supply copies of same to County.

20. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. (2 CFR Part 200.321)

In accordance with 2 CFR Part 200.321, the Bidder must take all necessary affirmative steps if subcontracting or making subawards for, or acquiring goods or services in the performance of this Contract, to assure that small and minority businesses, women's business enterprises and labor surplus area firms are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps **must include**:

- a. placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. assuring small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- d. establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. **using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.**

The Bidder shall contact the following organizations/agencies, who have also agreed to send County Project announcements to their membership, for vendor lists:

- Florida State Minority Supplier Development Council
- U.S. Department of Commerce, Minority Business Development Agency
- U.S. Small Business Administration (SBA) South Florida District Office
- Women's Chamber of Commerce of Palm Beach County
- State of Florida My Market Place
- State of Florida Office of Supplier Diversity

Questions on this federal requirement should be directed to the County's Office of Small Business Assistance (OSBA) at 561-616-6840.

**The Bidder should also place an advertisement(s) for subcontract opportunities under this Contract in at least one (1) regional or national trade or similar outreach organization publication/website with a regional or national distribution, for example [http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm).**

The Bidder shall document its affirmative steps and regional/national outreach compliance.

The County will use the following meaning of the terms when evaluating compliance with these requirements.

(1) Small Business. A business that is independently owned and operated, not dominant in the field of operation in which it is bidding on County contracts, and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

(2) Women's Business Enterprise. A business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

(3) Minority Business. A business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

(4) Labor Area Surplus Firm. A labor surplus area firm is one that, together with its first tier subcontractors, will perform substantially in labor surplus areas. The Department of Labor's Employment and Training Administration has defined labor surplus areas (LSA) as localities that have a "civilian average annual unemployment rate during the previous two calendar years of 20 percent or more above the average annual civil unemployment rate for all states" during that same period. 20 C.F.R. §§ 654.4-654.5. More information about LSAs is available at 20 C.F.R. pt. 654, subchapter A as well as on this website: <https://www.doleta.gov/programs/laborsurplus02.cfm>. The Department of Labor has also issued a list for FY 2016 of all the LSAs: <https://www.doleta.gov/programs/lsa.cfm>.

## **ADDITIONAL FEDERAL/STATE REQUIREMENTS (STATE PASS-THROUGH REQUIREMENTS)**

### 21. Contractor Indemnification

- a. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the County, FDEM, the

Federal Government and each of their officers, agents, contractors and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its agents, employees, partners, or subcontractors, and persons employed or utilized by the Contractor in the performance of the construction contract.

- b. To the extent any part or portion of this Contractor indemnification is found to be invalid, unenforceable, void or illegal, the remaining parts or portions of the Contractor indemnification, to the full extent such remaining parts or provisions are valid and enforceable, shall remain in full force and effect and be given full effect and only such invalid or void parts or portions shall be stricken and deemed unenforceable.
- c. In the event County, the Federal Government, or FDEM are made a party to any litigation by a third party commenced against the Contractor or by the Contractor against any third person, then Contractor shall protect and hold County, the Federal Government, and FDEM and each of their respective contractors, employees, agents, and officers, harmless for all claims arising out of this Contract, and pay all costs and attorneys fees incurred by County, Federal Government, and/or FDEM in connection with such litigation, whether at trial or appellate level or otherwise.
- d. Nothing in this Contract or in this Article shall be construed as a waiver of the sovereign immunity of the United States, the County or FDEM, or the statutory limits of liability as set forth in United States Code and/or Section 768.28, Florida Statutes.
- e. The indemnity provisions herein shall survive the termination or expiration of this Contract.

## 22. Statutory Notices Relating to Unauthorized Employment and Subcontracts

- a. Prohibition of Unauthorized Aliens - In accordance with Federal Executive Order 96-236, the employment of unauthorized aliens is a violation of Section 274A(a) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor or its subcontractors knowingly employs unauthorized aliens. The Contractor shall include this provision in all subcontracts issued as a result of this Contract.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Notification. The Contractor shall notify the County if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the convicted vendor list and posts the list on its website. Questions regarding the convicted vendor list may

be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. No Third Party Beneficiary

This Contract does not and is not intended to confer any rights or remedies upon any person other than the parties. If the County consents to a subcontract, the Contractor will specifically disclose that no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the Federal Government, the State of Florida, County and/or Contractor, or any subcontractors or vendors. Further, no third parties shall rely upon any of the rights and obligations created under the County's grant agreement with FDEM.

24. Minority Vendor, Subcontracts

Successful bidder will provide a written statement to the County as to whether it and its subcontractors, suppliers and subconsultants are minority vendors as defined in §288.703, Florida Statutes. Prior to Commencement Date, Contractor will submit copies of executed subcontracts to County for upload into FloridaPA.org.

**END OF SECTION**

**APPENDIX A**

**CERTIFICATION OF COMPLIANCE WITH  
THE LIVING WAGE ORDINANCE**

**PROJECT NO.**        2018ERM01  
**PROJECT NAME:**   Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)

The Ordinance states: “Every six (6) months the non-county employer shall certify and file with the Environmental Resources Management Department if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County’s request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period.”

The undersigned authorized person hereby certifies that the above requirements are adhered to and that payroll records are being maintained in accordance with the requirements of the Instructions to Bidders 13.6 “Maintenance of Payroll Records.”

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

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

Authorized Officer: \_\_\_\_\_  
Name/ Title (Print)

\_\_\_\_\_  
Signature

**CHANGE ORDER NO.:** \_\_\_\_\_

(Mark applicable category:)

- \_\_\_\_\_ Owner Initiated
- \_\_\_\_\_ Differing Site Conditions
- \_\_\_\_\_ Zoning/Code/Ordinance Changes
- \_\_\_\_\_ Errors/Omissions/In Design
- \_\_\_\_\_ Quantity Overruns/Underruns
- \_\_\_\_\_ Request By Another Agency/Outside Party
- \_\_\_\_\_ A. Reimbursable
- \_\_\_\_\_ B. Non-Reimbursable
- \_\_\_\_\_ Other

DESCRIPTION OF MODIFICATIONS: SEE ATTACHED EXHIBIT A

**PROJECT NAME:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)  
**PROJECT NO.:** 2018ERM01

\_\_\_\_\_  
(Contractor)

**CONTRACT RESOL. NO.** \_\_\_\_\_  
**COMMISSIONER DISTRICT NO.:** \_\_\_\_\_  
**CONTRACT DATE:** \_\_\_\_\_  
**NOTICE TO PROCEED DATE:** \_\_\_\_\_  
**COMMENCEMENT DATE:** \_\_\_\_\_  
**BUDGET LINE ITEM:** \_\_\_\_\_

SIGNATURE OF THE CONTRACTOR INDICATES HIS AGREEMENT TO THE ADJUSTMENTS HEREIN, INCLUDING AGREEMENT TO AND SETTLEMENT OF ANY ADJUSTMENT IN THE CONTRACT PRICE AND/OR CONTRACT TERM, AND CONTRACTOR SHALL NOT BE ENTITLED TO, NOR SHALL CONTRACTOR MAKE ANY CLAIM FOR ADDITIONAL SUMS OR TIME RELATED TO THIS CHANGE.

**The following changes are approved and incorporated into the Contract by execution of this Change Order:**

The Original Contract Price was \$ \_\_\_\_\_  
Net Change by previous Change Orders \$ \_\_\_\_\_  
The Contract Price prior to this Change Order was \$ \_\_\_\_\_  
The Contract Price will be **increased/decreased** by this Change Order \$ \_\_\_\_\_  
The New Contract Price **including** this Change Order will be \$ \_\_\_\_\_  
The Contract Time will be **increased/decreased** by \_\_\_\_\_  
The Date of Substantial Completion **including** this Change Order \_\_\_\_\_  
The Date of Final Completion **including** this Change Order \_\_\_\_\_ To Be Specified in Punchlist

Execution of this Change Order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s) and this change order, including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the Contract. The completion date, Contract Price, and all terms, covenants, and conditions of the above referenced Contract, except as duly modified by this and previous Change Orders, if any, shall remain in full force and effect.

\_\_\_\_\_  
**CONTRACTOR**

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

BY \_\_\_\_\_

ITS \_\_\_\_\_  
[Title]

DATE \_\_\_\_\_

(Corporate Seal)

FOR Palm Beach County, Florida, a Political Subdivision of the State of Florida, By and Through Its Board of County Commissioners

**OWNER**  
c/o ERM, 2300 N. Jog Road, 4<sup>th</sup> Floor

**Address**  
West Palm Beach, FL 33411

BY \_\_\_\_\_  
Melissa McKinlay, Mayor

ATTEST:  
SHARON R. BOCK  
CLERK & COMPROLLER

\_\_\_\_\_  
Deputy Clerk

Approved as to Form and Legal Sufficiency:

BY \_\_\_\_\_  
Assistant County Attorney

Approved as to Terms and Conditions:

BY \_\_\_\_\_  
Director  
Environmental Resources  
Management Department

**WORK ORDER**  
**ANNUAL CONTRACT (FEDERALIZED)**

PROJECT NAME: Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)

PROJECT NO.: 2018ERM01 CONTRACT RESOL. NO.: R \_\_\_\_\_

DEPARTMENT: Environmental Resources Management (ERM)

WORK ORDER ERM PROJECT MANAGER: \_\_\_\_\_

WORK ORDER PROJECT NAME: \_\_\_\_\_

WORK ORDER LOCATION: \_\_\_\_\_

WORK ORDER NO.: \_\_\_\_\_ COMM. DISTRICT NO. \_\_\_\_\_

BUDGET LINE ITEM: \_\_\_\_\_

[Fiscal approval of Budget Availability: \_\_\_\_\_]

TO: CONTRACTOR NAME  
CONTRACTOR ADDRESS

In accordance with the terms of your Contract dated \_\_\_\_\_, with Palm Beach County, a Political Subdivision of the State of Florida, you are directed to provide the following supplies and services:

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

The above work shall be performed at Work Order Location, in accordance with the Contract, including the Federal Requirements in the Supplemental General Conditions, and, these attachments, which are incorporated herein, including [permit citations], [Location Map], [plansheets], [easements], and [additional Federal/State Requirements].

The total amount of this Work Order, at the contract prices, shall not exceed \$ \_\_\_\_\_ as identified in the attached Work Order Bid Schedule, dated \_\_\_\_\_.

The Work shall be Substantially Complete within \_\_\_\_\_ ( ) calendar days after the Commencement Date. This time includes \_\_\_\_\_ ( ) calendar days for Inclement Weather. The Commencement Date and the deadline for Substantial Completion shall be provided by the County in the Notice to Proceed.

The Liquidated Damages assessed for completion after Substantial Completion or Final Completion is: \$ \_\_\_\_\_/day.

Progress Payment Retainage shall be held in the amount of \_\_\_% of the Total Complete.

The additional insured(s) are: \_\_\_\_\_.

[Name of municipality] \_\_\_ has granted authorization for 24/7 operations.

This Work is funded in part or in whole by: FEMA/FDEM, CFDA #97.036 Disaster Grants – Public Assistance (Presidentially Declared Disasters) for \$ \_\_\_\_\_.

FOR: PALM BEACH COUNTY, FLORIDA,  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Director  
Environmental Resources Management  
Department

DATE: \_\_\_\_\_

**CONTRACTOR AFFIDAVIT AND RECEIPT OF WORK ORDER:**

Having carefully examined the Work Order documents, including its attachments and Plans, for the above-referenced Project, as well as the premises and conditions affecting the Work, and confirming that the site(s) was/were visited, as required, by

\_\_\_\_\_ on \_\_\_\_\_,  
(Name of Person) (Date)

the undersigned hereby declares that we have carefully and to our full satisfaction examined the Work Order documents, and that we have made a full examination of the location of the proposed Work and the source of supply of materials. Please indicate your receipt of this Work Order by signing and returning two originals.

BY: \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_ Name

\_\_\_\_\_ Title

\_\_\_\_\_ Contractor Name

Attachments: Location Map  
Work Order Bid Schedule  
Additional Federal/State (FEMA/FDEM) Requirements  
Scope, Permits, Plansheets, Easements  
Budget Availability Statement  
Contract History

c: Clerk Finance  
Contract Development and Control  
ERM FSS

**NOTICE TO PROCEED FOR WORK ORDER**

(Hand Delivered, Fax, Email, and/or U.S. Mail)

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
(CONTRACTOR)

ADDRESS: \_\_\_\_\_

**FOR  
PALM BEACH COUNTY  
ENVIRONMENTAL RESOURCES MANAGEMENT DEPARTMENT  
Project No.: 2018ERM01**

**Project Name: Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)**

**Work Order Project Name: \_\_\_\_\_ Work Order No.: \_\_\_\_\_**

You are hereby notified that the Contract Time under the above Work Order for the Annual Construction Contract (Federalized) (R20\_\_\_\_\_) commences on \_\_\_\_\_, 20\_\_ (Commencement Date), which is fourteen (14) successive calendar days after the date of this Notice. By that date, you are to start mobilizing and performing your obligations under the Contract Documents. In accordance with the Work Order, the date of Substantial Completion is \_\_\_\_\_, 20\_\_, which is \_\_\_\_\_ (\_\_\_\_\_) successive calendar days after the Commencement Date. The date of Final Completion will be thirty (30) calendar days after Substantial Completion and will be specified in the Punchlist.

Before you may start any Work, you must deliver to the County, the following:

1. Letter of Understanding
2. Permits, Licenses, Certifications, Approvals, and Easements
3. Environmental Monitoring and Protection Plan
4. Quality Assurance (QA) Plan
5. Safety Plan
6. Operations Plan
7. List of emergency contact(s)
8. Designation of Construction Manager as required in General Condition Article 19
9. List of all subcontractors that will perform work on the Work
10. Detailed breakdown (\$) and (%) by company of Work, including suppliers, at all tiers
11. Construction CPM Schedule as required in General Condition Article 67
12. Certified copy of recorded Public Construction Bonds

The Pre-construction Conference is scheduled \_\_\_\_\_.

Payment(s) on this project must also be Approved by:

None  
Design Professional

None  
Public Entity

Palm Beach County, Florida

By: \_\_\_\_\_  
Director  
Environmental Resources Management Department  
Palm Beach County

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice To Proceed is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

**PALM BEACH COUNTY**  
**ENVIRONMENTAL RESOURCES MANAGEMENT DEPARTMENT (ERM)**

**CONSTRUCTION WORK ORDER DIRECTIVE NO. \_\_\_\_\_**

**PROJECT NO.:** 2018ERM01

**PROJECT NAME:** Palm Beach County Dune and Beach Restoration Annual Contract  
(Federalized)

**CONTRACT RESOL. NO.** R20\_\_-\_\_\_\_

**CONTRACT DATE:** \_\_\_\_\_

**WORK ORDER PROJECT NAME:** \_\_\_\_\_

**WORK ORDER NO.:** \_\_\_\_\_

**TO:** \_\_\_\_\_  
(Contractor)

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

**ATTN:** \_\_\_\_\_

**(Address)**

**FROM:** PALM BEACH COUNTY, Environmental Resources Management Department

**You are directed to proceed with the following work on a cost-plus (time and materials) basis in accordance with the Contract's General Conditions, Article 43, Paragraph A.3.C. This does not authorize a change in the Work Order Price and/or Work Time, but is evidence that the parties expect that the change directed or documented by this Work Directive shall be incorporated in a subsequently issued Work Supplement following negotiations by the parties as to its effect, if any, on the Work Order Price and/or Work Time, as amended by prior Work Supplement(s) by \_\_\_\_\_ [Insert Deadline Date for Resolution]. The negotiated Work Supplement shall not exceed:**

**ERM Directive:** \_\_ \$50,000 \_\_ 30 Calendar Days      **CRC Directive:** \_\_ \$100,000 \_\_ 90 Calendar Days

**CAUSE FOR THE DIRECTIVE:**

**DESCRIPTION OF THE WORK:**

**NOTIFICATION MUST BE GIVEN TO ERM PRIOR TO WORK COMMENCING.  
WORK TICKETS MUST BE SIGNED DAILY BY ERM'S REPRESENTATIVE.**

The Contractor shall submit all documentation for payment of this work within thirty (30) calendar days of completion of the above-referenced Work Directive.

**ISSUED BY:** Palm Beach County/ERM  
2300 N. Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411

\_\_\_\_\_  
Director  
Environmental Resources Management Department

DATE \_\_\_\_\_

**WORK ORDER SUPPLEMENT NO. \_\_\_\_**

(Mark applicable category:)

- \_\_\_\_\_ Owner Initiated
- \_\_\_\_\_ Differing Site Conditions
- \_\_\_\_\_ Zoning/Code/Ordinance Changes
- \_\_\_\_\_ Errors/Omissions/In Design
- \_\_\_\_\_ Quantity Overruns/Underruns
- \_\_\_\_\_ Request By Another Agency/Outside Party
- \_\_\_\_\_ A. Reimbursable
- \_\_\_\_\_ B. Non-Reimbursable
- \_\_\_\_\_ Other

**PROJECT NAME:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)

**PROJECT NO.:** 2018ERM01 **WORK ORDER NO.:** \_\_\_\_\_

**WORK ORDER PROJECT NAME:** \_\_\_\_\_

**(Contractor Name) :** \_\_\_\_\_

**CONTRACT RESOL. NO.** \_\_\_\_\_

**COMMISSIONER DISTRICT NO.:** \_\_\_\_\_

**CONTRACT DATE:** \_\_\_\_\_

**NOTICE TO PROCEED DATE:** \_\_\_\_\_

**COMMENCEMENT DATE:** \_\_\_\_\_

**BUDGET LINE ITEM:** \_\_\_\_\_

**You are directed to make the following change(s) to this Work Order:**

NOT VALID UNTIL SIGNED BY COUNTY. SIGNATURE OF THE CONTRACTOR INDICATES HIS AGREEMENT HEREWITH INCLUDING ANY ADJUSTMENT IN THE WORK ORDER PRICE OR WORK TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHANGE

|  |                                     |
|--|-------------------------------------|
| The Original Work Order was  | \$ _____                            |
| Net Change by previous Supplements   | \$ _____                            |
| The Work Order Price prior to this Supplement was                          | \$ _____                            |
| The Work Order Price will be <b>increased/decreased</b> by this Supplement | \$ _____                            |
| The New Work Order Price <b>including</b> this Supplement will be          | \$ _____                            |
| The Work Order Time will be <b>increased/decreased</b> by                  | _____                               |
| The Date of Substantial Completion <b>including</b> this Supplement        | _____                               |
| The Date of Final Completion <b>including</b> this Supplement              | <u>To Be Specified in Punchlist</u> |

**Execution of this Work Supplement acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the Work Order.**

|                   |  |
|-------------------|--|
| _____             | FOR <u>Palm Beach County/Board of County Commissioners</u> |
| <b>CONTRACTOR</b> | <b>OWNER</b>   |
| _____             | <u>c/o ERM, 2300 N. Jog Road, 4<sup>th</sup> Floor</u>     |
| <b>Address</b>    | <b>Address</b>   |
| _____             | <u>West Palm Beach, FL 33411</u>                           |
| BY _____          | BY _____   |
| ITS _____         | Director   |
| [Title]           | Environmental Resources                                    |
|                   | Management Department                                      |
| DATE _____        | DATE _____   |



**WARRANTY OF TITLE AND RELEASE**

(For Periodic Progress Payments)

INVOICE #: \_\_\_\_\_  
INVOICE PERIOD \_\_\_/\_\_\_/20\_\_\_ TO \_\_\_/\_\_\_/20\_\_\_  
PROJECT NO.: 2018ERM01  
PROJECT NAME: Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)  
WORK ORDER NO.: \_\_\_\_\_ WORK ORDER PROJECT NAME: \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_  
hereinafter called the "Affiant"), who after being duly sworn, deposes and says that he is the  
\_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_  
[Enter State of incorporation]

corporation (hereinafter called the "Contractor"), pursuant to Palm Beach County Contract, Resolution No. R \_\_\_\_\_, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and subsequent alterations, including, but not limited to change orders approved in writing by the County (hereinafter collectively called the "Contract"), with PALM BEACH COUNTY, a Political Subdivision of the State of Florida, By and Through Its Board of County Commissioners (hereinafter called the "County"), for the furnishing of certain labor, materials, equipment, tools, supplies and manufactured articles (hereinafter called the "Work"), to improve certain property located in PALM BEACH COUNTY, FLORIDA (hereinafter called the "Property") pursuant to the above-referenced Work Order, and on behalf of the Contractor named above is authorized to make the following warranties, requests, releases, and indemnifications:

I. The Contractor warrants that it has fully completed in accordance with the Drawings and Specifications therefore, that portion of the Work, pursuant to the Contract and the Work Order (the "Completed Work") and represents that the attached Application for Payment constitutes a full and complete accounting of all monies due the Contractor under the Contract during the Invoice Period.

- II. A. ORIGINAL WORK ORDER PRICE \$ \_\_\_\_\_
- B. Approved Work Supplements \$ \_\_\_\_\_
- C. Other Adjustments (Explain on attachment) \$ \_\_\_\_\_

III. The Contractor further warrants and represents that:

1. All Work performed by the Contractor during the Invoice Period has been incorporated into this request for payment.
2. There are no costs, extras, change orders, or claims of any kind or nature due the Contractor for Work performed during the Invoice Period other than as set forth herein.
3. Contractor hereby waives its right to payment and to any other claim not indicated herein.
4. All subcontractors, subconsultants, laborers, vendors, materialmen, manufacturers, suppliers and other parties of whatever kind or nature who are entitled to payment from the Contractor for providing labor and materials to the Contractor pursuant to the Contract and Work Order progress have been paid for performing or furnishing the work, labor, equipment, materials, tools, supplies and manufactured articles upon said Contract and Work Order from previous progress payments received, less retainage, by the Contractor, prior to the receipt of any future progress payments, and have delivered to the Contractor validly executed Partial Releases of Liens or Claims with respect thereto.
5. Contractor does hereby waive, release, remise, and relinquish Contractor's right to claim, demand, or impose a lien or claims to the extent of the previous payments, and except to the extent of the "Amount Due or to Become Due and Unpaid" set forth in the attached Statement of Unresolved Claims, for work done or labor, materials, equipment or supplies furnished and/or any other kind of class of lien or liens on the Property.

6. This shall constitute a full, absolute, and unconditional release and discharge by the Contractor to the County of all claims or liens of the Contractor, of whatever nature, arising out of, in connection with, or resulting from the supply by the Contractor, or any of its subcontractors or suppliers, of labor and/or materials to the Property as of the indicated last day of the Invoice Period, except to the extent of the "Amount Due or to Become Due and Unpaid" and any claims listed on the attached Statement of Unresolved Claims.

The Contractor agrees to indemnify and hold the County harmless from and against all costs and expenses, including reasonable attorney's fees and fees on appeal, resulting from any entity or individual who claims to have not been paid for labor, materials, equipment, tools, supplies and manufactured articles furnished in connection with the Completed Work.

This Affidavit is done with the understanding that contract payments are based on the truth and veracity of this document and any misrepresentation hereunder could result in action for breach of contract and/or loss, reduction or retention of future contract payments.

This statement is given under oath.

(CORPORATE SEAL)

\_\_\_\_\_  
(Contractor)

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

\_\_\_\_\_  
(Name/Title)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (name).

He/She is personally know to me or has presented \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public Signature and Seal

\_\_\_\_\_  
Print Notary Name and Commission Number

**Attachment: Statement of Unresolved Claims**

**STATEMENT OF UNRESOLVED CLAIMS**

**PROJECT NO.:** 2018ERM01

**PROJECT NAME:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)

**CONTRACT RESOLUTION NO.:** R20

**WORK ORDER PROJECT NAME:** \_\_\_\_\_

**WORK ORDER NO.:** \_\_\_\_\_

**CONTRACTOR NAME:** \_\_\_\_\_

**INVOICE #:** \_\_\_\_\_

**INVOICE PERIOD:**    /   /20 -    /   /20

Contractor shall list, in detail, on this page and any required additional pages all outstanding, unresolved claims which Contractor has on this project. (If none, state "None.")

| NAME | ADDRESS | AMOUNT DUE OR TO BECOME DUE AND UNPAID |
|------|---------|--|
|      |         |  |
|      |         |  |
|      |         |  |
|      |         |  |
|      |         |  |
|      |         |  |
|      |         |  |
|      |         |  |
|      |         |  |

**(Attach additional sheets, if more space is required)**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**PROJECT NO.:** 2018ERM01

**PROJECT NAME:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)

**CONTRACTOR:** \_\_\_\_\_

**WORK ORDER PROJECT NAME:** \_\_\_\_\_ **WORK ORDER NO.:** \_\_\_\_\_

**CONTRACT DATE:** \_\_\_\_\_, 20\_\_

This Certificate of Substantial Completion applies to all Work under the Contract Documents, including the above-referenced Work Order or to the following specified parts thereof:

TO: PALM BEACH COUNTY / BOARD OF COUNTY COMMISSIONERS,  
C/O ENVIRONMENTAL RESOURCES MANAGEMENT DEPARTMENT  
(Owner)

AND

TO: \_\_\_\_\_  
(Contractor)

The Work to which this Certificate applies has been inspected by authorized representatives of the COUNTY, along with the CONTRACTOR and that Work is hereby declared to be Substantially Complete in accordance with the Contract Documents including the above-referenced Work Order on:

\_\_\_\_\_  
(Date of Substantial Completion)

A Punch List of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and failure to include an item in the list does not alter the responsibility of the CONTRACTOR to complete all the Work in a good and workmanlike manner in accordance with the Contract Documents, including the above-referenced Work Order. The Punch List items shall be completed or corrected by the CONTRACTOR within \_\_\_\_\_ days of the above date of Substantial Completion.

The responsibilities between the County and the CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

County: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

The following documents are attached to and made a part of this Certificate:

\_\_\_\_\_

This Certificate does not constitute an acceptance of any Work not in accordance with the Contract Documents, including the above-referenced Work Order, nor is it a release of CONTRACTOR'S obligation to complete the Work in a good and workmanlike manner in accordance with the Contract Documents, including the above-referenced Work Order.

Recommended by the COUNTY:

By: \_\_\_\_\_  
ERM Project Manager

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

Date \_\_\_\_\_

CONTRACTOR hereby accepts this Certificate of Substantial Completion:

By: \_\_\_\_\_  
(Signature) (Print Name)

\_\_\_\_\_ Date: \_\_\_\_\_  
(Title)

County acknowledges receipt of this Certificate of Substantial Completion:

By: \_\_\_\_\_  
Director  
Environmental Resources  
Management Department (Print Name)

Date \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION**

TO: Palm Beach County / Board of County Commissioners,  
c/o Environmental Resources Management Department (ERM)

PROJECT NAME: Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)

PROJECT NO.: 2018ERM01 WORK ORDER NO.: \_\_\_\_\_

CONTRACT RESOLUTION NO.: \_\_\_\_\_ WORK ORDER PROJECT NAME: \_\_\_\_\_

ATTN: \_\_\_\_\_, ERM Project Manager

FROM: \_\_\_\_\_ (Contractor)

This is to certify that I, \_\_\_\_\_ am an authorized official of  
\_\_\_\_\_ working in the capacity of \_\_\_\_\_ and have

been properly authorized by said firm or corporation to sign the following statements pertaining to the subject Contract and Work Order: I know of my own personal knowledge, and do hereby certify, that the Work of the Contract and Work Order described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the Contract Documents, including the Work Order, and approved changes thereto. The Work is now complete in all parts and requirements, and ready for your final inspection. I understand that neither the determination by the County that the Work is complete, nor the acceptance thereof by the County, shall operate as a bar to any claim against the Contractor under the terms of the Contract Documents.

DATE OF FINAL COMPLETION: \_\_\_\_\_

BY \_\_\_\_\_ (Signature) \_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Title) Date: \_\_\_\_\_

Recommended by the COUNTY:

By: \_\_\_\_\_ (ERM Project Manager) \_\_\_\_\_ (Print Name)

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

County acknowledges receipt of this Certificate of Final Completion:

By: \_\_\_\_\_ (Print Name)

Director  
Environmental Resources  
Management Department

Date \_\_\_\_\_

**STATEMENT AND DOCUMENTATION REGARDING SUBCONTRACTOR RELEASES**

TO: **PALM BEACH COUNTY / BOARD OF COUNTY COMMISSIONERS,**  
**C/O ENVIRONMENTAL RESOURCES MANAGEMENT DEPARTMENT**

DATE: \_\_\_\_\_

PROJECT NAME: Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)

PROJECT NO.: 2018ERM01 WORK ORDER NO.: \_\_\_\_\_

CONTRACT RESOLUTION NO.: R20 WORK ORDER PROJECT NAME: \_\_\_\_\_

FINAL PAYMENT APPLICATION NUMBER \_\_\_\_\_

FROM: \_\_\_\_\_ (Contractor Name)

This is to certify that I, \_\_\_\_\_ am an authorized official of  
\_\_\_\_\_ working in the capacity of \_\_\_\_\_ and

have enclosed the original releases from all subcontractors for this Project, which are listed below. (A subcontractor is defined as any contractor, vendor, supplier, or consultant that provided goods and/or services, including equipment rental, for this Project to the Contractor.)

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

\_\_\_\_\_  
(Contractor)

(CORPORATE SEAL)

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

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

\_\_\_\_\_  
(Witness Name)

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

Enclosures

**CONSENT OF SURETY FOR FINAL PAYMENT**

**PROJECT NAME:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)

**PROJECT NO.:** 2018ERM01      **WORK ORDER NO.:** \_\_\_\_\_

**PROJECT LOCATION:** Multiple locations throughout Palm Beach County. Per Work Order.

**WORK ORDER PROJECT NAME:** \_\_\_\_\_

**CONTRACT RESOL. NO.:** R20      **CONTRACT DATE:** \_\_\_\_\_

**CONTRACT AMOUNT:** \_\_\_\_\_      **ORIGINAL WORK ORDER AMOUNT:** \_\_\_\_\_

**FINAL WORK ORDER AMOUNT:** \_\_\_\_\_

In accordance with the provisions of the above-named Contract and Work Order between the County and the Contractor, the following named Surety:

\_\_\_\_\_

on the PUBLIC CONSTRUCTION BOND (Payment) and PUBLIC CONSTRUCTION BOND (Performance) of the following named Contractor:

\_\_\_\_\_

hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named County, as set forth in said Surety Company's Payment and Performance Bonds # \_\_\_\_\_ and Surety waives any defenses to enforcement of its obligations.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Name of Surety Company)

(Affix corporate seal here)

\_\_\_\_\_  
(Signature of Authorized Representative)

NAME/TITLE: \_\_\_\_\_

(Power of Attorney must be attached if executed by Attorney in Fact)

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

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (name).

He/She is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public Signature and Seal

\_\_\_\_\_  
Print Notary Name and Commission Number

**FINAL WARRANTY OF TITLE AND RELEASE**

**WORK ORDER NO.:** \_\_\_\_\_

**WORK ORDER PROJECT NAME:** \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn and says:

1. Affiant is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation (hereinafter called the "Contractor").  
[Enter State of incorporation]

2. Contractor entered into a Contract, being Resolution No. \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (which, along with subsequent alterations, including, but not limited to change orders approved in writing by the County, are hereinafter collectively called the "Contract") with **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter called the "County"), for **Project No.: 2018ERM01, Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)** for the construction of certain improvements and the performance of certain Work more particularly described in the Contract Documents, including the above-referenced Work Order (such construction and performance being hereinafter collectively referred to as the "Work"), on property owned and or controlled by the County, located in Palm Beach County.

3. Contractor has fully completed the Work and all individuals, firms, and corporations furnishing materials, labor, equipment, tools, supplies, manufactured articles and services incident to the completion of the Work, and all payrolls, bills for materials, equipment, tools, supplies, manufactured articles, and all other indebtedness connected with the Work, have been paid in full, and, there are no claims or suits pending against the Contractor, Palm Beach County, or anyone in connection to the Work, except for the following:

None, unless set forth below:

| Name  | Address | Amount Due<br>or to Become<br>Due and Unpaid |
|-------|---------|--|
| _____ |         |  |
| _____ |         |  |

(Attach additional sheets, if more space is needed)

4. Receipt by Contractor of the Final Payment from County in the amount of \$\_\_\_\_\_ shall constitute a full release and discharge by Contractor to said County of all claims and liens of the Contractor against said County arising out of, connected with, or resulting from performance of the Contract and above-referenced Work Order or the Work.

5. The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

6. This Affidavit is made by Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to the County under said applicable laws, Contractor agrees to forever indemnify, defend, and hold said County harmless from and against all costs and expenses,

including reasonable attorney's fees, including fees on appeal, resulting from individuals, firms, or corporations who claim to have not been paid for material, labor, equipment, tools, supplies, manufactured articles or services furnished incident to the Work.

7. Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the County in connection with obtaining or performing said Contract and above-referenced Work Order.

8. This Affidavit is made for the purpose of inducing Final Payment from the County to the Contractor under the Contract and above-referenced Work Order, in compliance with the Contract Documents, including the above-referenced Work Order.

9. Affiant has full authority to execute this Affidavit and to execute a full and final release of all claims and liens on behalf of the Contractor.

This statement is given under oath.

\_\_\_\_\_  
(Contractor)

(CORPORATE SEAL)

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

\_\_\_\_\_  
(Name/Title)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (name).

He/She is personally know to me or has presented \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public Signature and Seal

\_\_\_\_\_  
Print Notary Name and Commission Number

**GUARANTEE**

GUARANTEE FOR (Contractor and Surety Name) \_\_\_\_\_

We the undersigned hereby guarantee that **Work Order No.:** \_\_\_\_\_, **Work Order Project Name:** \_\_\_\_\_ performed pursuant to Palm Beach County Dune and Beach Restoration Annual Contract (Federalized), **Project No.:** 2018ERM01, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract including the Work Order. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Final Completion of all of the above named work procured by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

DATED \_\_\_\_\_  
(Guarantee Filing Date)

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Final Completion Date)  
Filled in upon Final Completion)

(CORPORATE SEAL)

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

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

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

\_\_\_\_\_  
(Print Witness name)

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

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Name of Surety Company)

(Affix corporate seal here)

\_\_\_\_\_  
(Signature of Authorized Representative)

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

STATE OF FLORIDA

(Power of Attorney must be attached if executed by Attorney in Fact)

COUNTY OF \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (name). He/She is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public Signature and Seal

\_\_\_\_\_  
Print Notary Name and Commission Number



**APPENDIX B**

**POST BID INFORMATION**

(If requested by the County)

**PROJECT NAME: Palm Beach County Dune and Beach Restoration Annual Contract  
(Federalized)**

**PROJECT NO.: 2018ERM01**

**POST BID INFORMATION REQUIREMENTS**

If required by the County, this form must be completed and returned to the County within two (2) business days of the request by the low Bidder. Each Bidder is responsible for checking the Bid results to determine if they are the low Bidder. Failure to return this form within two (2) business days will result in rejection of the Bid by the County. Award will be made to the lowest, responsive, responsible Bidder. To be considered responsive, the Bid must conform in all respects to the conditions of the Invitation to Bid, to the Instructions to Bidders, Palm Beach County Code Sections 2-51 through 2-54, as amended and to Florida law. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within two (2) days of the County's request, the Post Bid Information as may be called for herein. Each Bidder must, upon request, provide evidence that, as of the date of Bid Document submission, Bidder, and the listed subcontractors, were qualified to do business in the State of Florida and Palm Beach County.

1. Contractor's Legal Name and Address:

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_

2. Check One: Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_ LLC: \_\_\_\_\_

Individual: \_\_\_\_\_ Joint Venture: \_\_\_\_\_

3. If a Corporation or LLC, state:

Date of Incorporation or Organization \_\_\_\_\_

State in which Incorporated or Organized \_\_\_\_\_

4. If an out-of-state corporation or LLC which is currently authorized to do business in the State of Florida, give the date of such authorization: \_\_\_\_\_

5. Names and Titles of Principal Officers or Managing Members (LLC) Date Elected:

\_\_\_\_\_

\_\_\_\_\_

**6.** If a Partnership, state:

Date of Partnership: \_\_\_\_\_

Type of Partnership (General or Limited): \_\_\_\_\_

Names and Addresses of Partners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**7.** If Joint Venture, state:

Date of Joint Ventureship: \_\_\_\_\_

Names and Addresses of Joint Venturers:

\_\_\_\_\_

\_\_\_\_\_

**8.** If Sole Proprietorship, state:

Name and Address of Sole Proprietor:

\_\_\_\_\_

\_\_\_\_\_

**9.** List corporate names or business names under which each of the principals in the present corporation have done business for the last ten (10) years:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**10.** List all subsidiaries or holding companies:

\_\_\_\_\_

\_\_\_\_\_

11. Contractor's License: \_\_\_\_\_ Primary Classification \_\_\_\_\_  
State License No.: \_\_\_\_\_  
Supplemental classifications held, if any: \_\_\_\_\_

Name of Licensee, if different from (1) above:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. What is the maximum bonding capacity of your company?  
(A) Capacity (Dollar Amount): \_\_\_\_\_  
(B) Include the company name, phone number, address and name of both your current bonding company and the Attorney-In-Fact who executes the bond: \_\_\_\_\_

13. Has your organization or any member been involved in any litigation or arbitration within the last ten (10) years as a result of construction contracts, including but not limited to liens, defective performance or workmanship? If yes, provide the following information for each case (attach additional sheets as necessary):

(A) Style or caption of litigation or arbitration: \_\_\_\_\_  
\_\_\_\_\_

(B) All parties to such proceedings:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(C) Names, Addresses, and Telephone Numbers of Attorneys for each party:  
\_\_\_\_\_  
\_\_\_\_\_

(D) Date Litigation Started: \_\_\_\_\_

(E) Status of Case: \_\_\_\_\_

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

(F) Provide an explanation of each claim by and against each party  
(Attach additional sheets as necessary).

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

**14.** Have you or any principal of your company ever declared bankruptcy?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide dates and particulars:

Date \_\_\_\_\_ Reason \_\_\_\_\_

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

**15.** Have you, any principal of the present company, or, any entity listed in Item #9 above ever failed to complete work awarded to you, been declared in contract default or, been suspended by a governmental entity from bidding on work or receiving contract awards? If so, where and why?

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

**16.** List some major subcontractors and suppliers from your completed or ongoing projects:

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

17. State the construction experience of your firm's principal members including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

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18. State the construction experience of your organization including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

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19. State the construction experience of the Superintendent to be assigned to this project including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

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**END OF SECTION**

**TECHNICAL SPECIFICATIONS  
FOR PALM BEACH COUNTY  
DUNE AND BEACH RESTORATION ANNUAL CONTRACT  
NO. 2018ERM01 (Federalized)**

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## 1.0 GENERAL REQUIREMENTS

### 1.1 Scope of Work

The objective of this Invitation for Bid and associated prospective construction Contract Documents is to identify and secure a Contract necessary for the restoration of dunes and beaches in Palm Beach County. Potential dune and beach project locations are shown in Figure 1.

The work includes providing and/or excavating, transporting, placing, and grading material within project areas designated by the COUNTY under specific Work Orders to be issued by the COUNTY – consistent with the lump sum and unit costs cited in the Bid Schedule. Bidders shall furnish all labor, materials, equipment, and services necessary to complete the scope of work outlined in these specifications.

The initial two-year Contract includes anticipated Work Orders for the Coral Cove Dune Restoration Project (Figure 2) and various emergency dune restoration projects. Year 2 Work Orders may include the Southern Palm Beach Island Comprehensive Shoreline Stabilization Project (Figure 3), Singer Island Dune Restoration Project (Figure 4), and additional emergency dune restoration projects as necessary. All projects are included in the Schedule of Estimated Quantities (Table 1).

Site plans in Figures 2 through 4 show planned construction accesses. Construction access and staging areas are subject to change. Approved construction access and staging areas shall be specified in the Work Order. The timing of Work Order approvals is contingent on site conditions, grant funding, and agency permitting. **Engineer's Estimate for the initial two-year term is \$9,400,000.** The Contract price for Year 3, if renewed, shall not exceed \$2,200,000.

### 1.2 Contractor Capacity

The CONTRACTOR shall have the capacity (necessary equipment, and operators available) to provide and/or excavate, transport, deliver, place, and grade no less than a total of 320,000 tons (250,000 cubic yards) of material at a daily rate of no less than 3,200 tons (2,500 cubic yards) of sand per 10 hour day of work. The CONTRACTOR shall begin to supply or excavate, transport, and deliver material within 48 hours of faxed or emailed receipt of the Commencement Date cited in Notice to Proceed and shall be at full operating capacity within 5 calendar days of receipt of the Commencement Date cited in Notice to Proceed.

### 1.3 Inspection Notification

The CONTRACTOR shall notify the COUNTY at least 48 hours before the following construction activities at each of the designated sites:

- Mobilization
- Sand delivery
- Final grading
- Beach tilling
- Pre-/post-construction surveying
- Demobilization
- Site restoration

#### **1.4 Pre-Construction and Progress Meetings**

Prior to commencement of construction, the CONTRACTOR shall meet on site with the COUNTY representative to verify construction access and staging areas and to verify pre-construction conditions. Photographs will be taken by the COUNTY to document conditions. At this meeting, the COUNTY and CONTRACTOR shall discuss the CONTRACTOR'S approved:

- a. Operations Plan including work schedule, site preparation and restoration, method of construction staking, and fencing/security requirements;
- b. Maintenance of Vehicular and Pedestrian Traffic Plan, including proposed trucking routes and public safety; and
- c. Turbidity Control and Monitoring Plan.

The CONTRACTOR shall also attend periodic progress meetings to be scheduled by the COUNTY.

#### **1.5 Work Delays**

Delays in work due to the fault or negligence of the CONTRACTOR or due to the CONTRACTOR'S failure to comply with any specification shall not be compensable.

#### **1.6 Conflicts**

To the extent that there is a conflict between the various sections of the Contract Documents, the following order of documents shall indicate precedence from highest to lowest:

- a. Permits, Submittals, Drawings, Plans, Shop Drawings, Change Orders, Field Orders, Work Order Directives, Written Amendments, Work Orders and Work Order Supplements when approved
- b. Addenda
- c. Technical Specifications and attached Figures, Tables, Attachments, Appendices
- d. Contract Conditions - General Conditions and Supplemental Conditions, if included
- e. Bidding Documents - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments, including Bid Bond
- f. Appendices
- g. Contract Forms - Guarantee, Insurance Certificates, Public Construction Bond Forms
- h. Sealed Bid

#### **1.7 Construction Access**

The CONTRACTOR shall utilize construction access(es) as specified in the Work Order. During construction, the CONTRACTOR shall make provisions to (a) minimize interference with normal vehicular traffic, (b) provide necessary traffic safety measures, per FDOT regulations, when interruptions to normal traffic patterns are necessary, including but not limited to: signs, cones, flag men, etc., and (c) control public access and provide for public safety within the construction areas, construction accesses, and staging areas. Any cost

associated with construction access shall be incorporated into Bid Item 16, Maintenance of Vehicular and Pedestrian Traffic, in the Bid Schedule.

### **1.8 Work Area**

The work area includes construction access(es), staging areas, and project area as depicted in the drawings associated with the Work Order. Construction limits available to the CONTRACTOR for accomplishing the work shall be specifically identified in Work Orders. The CONTRACTOR shall conduct the work with minimal disruption to the general public and vehicular traffic. The CONTRACTOR shall make all provisions necessary to ensure public safety within the CONTRACTOR'S access, storage, and work areas; such provisions shall include but not be limited to fencing, lighting, and signage where appropriate.

Existing topography, vegetation, and upland improvements shall be protected to the maximum extent possible during construction activities. The CONTRACTOR shall minimize disturbance of native vegetation wherever possible. Any existing native vegetation disturbed by the CONTRACTOR shall be restored by the CONTRACTOR using plants of similar size and species at no additional cost to the COUNTY.

The CONTRACTOR'S Operations Plan shall address CONTRACTOR measures to prepare the work area, identify measures to prevent damage to the work area, and identify measures for restoration. In addition, the CONTRACTOR shall propose measures to limit damage to any pavement, striping, signage, vegetation, or improvements present in the construction area designated in the Work Order. The Operations Plan shall be submitted to the COUNTY for review and approval prior to the pre-construction meeting.

Upon completion of the work and demobilization of equipment, facilities, vehicles, and crew from the beach or dune work area, the CONTRACTOR shall restore to an equal or better condition any landscaping, pavement striping, signage, fencing, vegetation, or improvements (including any survey reference monuments) that may have been damaged or disturbed as a direct result of the CONTRACTOR'S construction activities. Restoration shall include removal of all of the CONTRACTOR'S equipment and waste either for disposal or re-use. All site restoration shall be completed by the CONTRACTOR within two (2) weeks of demobilization from the beach or dune.

### **1.9 Layout of Work/Staking**

The CONTRACTOR shall complete layout of the work and shall be responsible for all surveys and measurements that may be required for execution of the work as defined in the Work Order. The CONTRACTOR shall furnish at his own expense such stakes, templates, platforms, equipment, tools, materials, and all labor as may be required to lay out and execute the work. All survey work for construction control purposes shall be conducted by a land surveyor registered by the State of Florida who shall be employed by the CONTRACTOR at the CONTRACTOR'S expense. It shall be the responsibility of the CONTRACTOR to maintain and preserve all stakes. Wooden grade stakes shall not be allowed on beaches or dunes. The material used for grade stakes on beaches and dunes shall be metal pipes that can be completely removed intact by the CONTRACTOR after placement of the fill. If the CONTRACTOR (directly or through his negligence) destroys stakes prior to acceptance of the work, the CONTRACTOR shall replace the stakes. When working on the beach, the

CONTRACTOR shall maintain a grade stake recovery log documenting the location (station, range, or other acceptable format), date of placement, and date of removal for each grade stake. Any stakes which are lost or partially recovered shall be noted in the log. A final copy of this log shall be provided to the COUNTY. The cost to lay out and execute the work shall be incidental to and included in the cost of Bid Items 6 through 9.

#### **1.10 Material Placement**

The CONTRACTOR shall employ bulldozers, front-end loaders, off-road dump trucks, excavators, conveyors, and other equipment as necessary to excavate and/or move the material from construction access and staging areas to the project area for excavation/placement. Grading and other construction equipment are not permitted outside the designated work areas except when specifically defined in the associated Work Order. Site conditions are subject to change. The COUNTY reserves the right to vary the grade elevations from those shown on the plans. The fill cross sections shown on the plan drawings are for the purpose of permitting and estimating the amount of fill needed and will be used by the COUNTY to make any change in the grades. The CONTRACTOR shall monitor the excavation and fill operations and shall notify the COUNTY if and when the quantity to be placed may exceed the Contract quantities. The quantity of material specified on a Work Order is the maximum quantity the CONTRACTOR will be paid for, unless otherwise authorized by the COUNTY.

#### **1.11 Final Dressing**

Final dressing shall not take place until all filling activity is completed, at which time the fill shall be graded and then dressed to eliminate any abrupt humps and depressions in the fill surfaces. Final grades and elevations shall be as indicated on the plans unless otherwise instructed by the County. Any grade stakes used in the placement of the fill shall be removed intact without breaking.

#### **1.12 Misplaced Materials**

Materials deposited outside the designated project area shall be classified as misplaced material and shall result in a suspension of operations. The CONTRACTOR shall provide immediate notice to the COUNTY including a description of the incident and specific location of misplaced material. The CONTRACTOR shall remove and properly dispose of such materials at no added cost to the COUNTY and with no project time extensions. The CONTRACTOR shall not resume operations until approved by the COUNTY.

#### **1.13 Non-Compliant Materials**

Deposited sand which does not meet the specifications outlined in Section 2.1 shall be classified as non-compliant material and shall result in suspension of operations. Any material provided by the CONTRACTOR which does not meet these Technical Specifications shall be removed, properly disposed of, and replaced at the CONTRACTOR'S expense, in a manner approved by the COUNTY, and with no time extensions. Material determined to be unsuitable shall be rejected at the COUNTY'S discretion. In the event unsuitable material is detected as part of these procedures, the CONTRACTOR shall immediately stop providing such material and shall be responsible for immediately removing the unsuitable material prior to any further construction. Burial of material that does not conform to these specifications on the beach is prohibited.

#### **1.14 Oil and Hazardous Materials Spills and Containment**

All hazardous material spills, including hydraulic fluid spills, shall be reported to the COUNTY immediately. All hazardous material spills shall be cleaned up immediately and in accordance with all applicable laws and regulations.

#### **1.15 Integrated Weighing System**

Method for measurement of excavated and/or loaded materials must be approved in advance by the COUNTY. If the CONTRACTOR opts to use front-end loaders with an integrated weighing system, the system shall be capable of printing weight slips and maintaining a daily cumulative total. The CONTRACTOR shall provide documentation demonstrating that the integrated weighing system has been calibrated within 48 hours of commencing work and shall zero the weighing system at the beginning of each work day. Payment shall be based on the cumulative weight as documented by the integrated weighing system.

#### **1.16 Weight to Volume Conversion**

The weight to volume conversion for measurement and payment shall be 1.28 tons = 1 cubic yard for well drained sand with a moisture content of less than ten percent (10%).

#### **1.17 Permit Compliance**

The CONTRACTOR shall abide by all notes and conditions indicated in the Work Order drawings and permit(s). The CONTRACTOR shall take full responsibility for and shall bear all additional costs arising from the CONTRACTOR violating any condition of a permit or from the CONTRACTOR causing the COUNTY to violate any condition of a permit. The CONTRACTOR shall post permits on the job site for the duration of the project.

### **2.0 BASE BID ITEMS**

#### **2.1 Supply Sand (Bid Item 1)**

Under Bid Item 1, the CONTRACTOR shall provide COUNTY-approved sand meeting the following technical specifications and load the sand into trucks. Said trucks may be the COUNTY'S trucks or the CONTRACTOR'S trucks. Transport of sand is addressed under Bid Items 2 and 3. Sand analysis will follow the latest revision of the applicable standards referenced in Table 2 of the Technical Specifications.

##### **2.1.1 All sand meeting the technical standards for this Contract shall:**

- a) be obtained from a source more than 800 feet landward of the Coastal Construction Control Line;
- b) be similar in color to the native beach material. [The predominant moist Munsell soil color in Palm Beach County for moist (5% - 10%) native beach material is 10YR 7/2 (light gray). Acceptable moist Munsell soil colors for sand are 10YR 8/1 (white) to 10YR 7/3 (very pale brown), excluding moist Munsell Color Values with a chroma greater than 3; 2.5Y 8/1 (white) to 2.5Y 8/3 (pale yellow); or 5Y 8/1(white), or 5Y 8/2 (pale yellow).];
- c) be free of construction debris, rocks, clay, or other foreign matter;

- d) have a mean grain size between 0.30 mm and 0.70 mm;
- e) have a sorting coefficient/standard deviation no greater than 0.9 $\phi$ ;
- f) contain less than 1% organic material;
- g) be free of coarse gravel (19-76 mm) and cobbles (greater than 76 mm);
- h) be well-drained and free of excess water and have a moisture content no greater than ten percent (10%);
- i) contain less than 45% carbonate by weight; and
- j) have a particle size distribution ranging predominantly between 0.074 mm (3.75 $\phi$ ) and 4.76 mm (-2.25 $\phi$ ) and shall not contain greater than 1% by weight silt, clay, or colloids passing the #200 sieve (4.0 $\phi$ ; nor shall it contain greater than 0.6% by weight, silt, clay, or colloids passing the #230 sieve as determined by wet sieve analysis; nor shall it contain greater than 5% by weight fine gravel retained on the #4 sieve (-2.25 $\phi$ ).

#### 2.1.2 Quality Assurance Protocols:

a) Each day of loading operations, the CONTRACTOR shall provide results of twice daily geotechnical analysis of composite core samples taken from the stockpile at the source. Each composite shall consist of five samples taken around the stockpile using a tube 6 feet in length and 1.5 inches in diameter. The five samples shall be combined and quartered (see Table 2). Testing of the quartered composite shall include a sieve analysis at half phi intervals using the #4 sieve through the #230 sieve, including the #200 sieve. Results shall be presented in grain size distribution curve and tabular format and include mean grain size, sorting, color, and %fines. Results shall be certified by a Florida licensed professional engineer or by a Florida licensed professional geologist.

b) Immediately upon request by the COUNTY representative, the CONTRACTOR shall measure the moisture content of the stockpile at the source to verify compliance with Section 2.1.1 h. Moisture content may be measured by using either a ProCheck Hand Held Reader with ECH20 Soil Moisture Sensor 10HS by Decagon Devices or a HydroSense Soil Water Measurement System from Campbell Scientific, or equal approved by the County. All moisture measurements and results shall be recorded in electronic logs and available to the COUNTY upon request.

c) The COUNTY may collect random samples of delivered sand to visually evaluate for compliance with Section 2.1.1. Each sample shall be archived with the date, time, load number of the sample, and Work Order project name. A record of these sand evaluations will be provided within the COUNTY'S inspection reports. If determined necessary by the COUNTY, additional Certified Sand Quality Testing shall be conducted for grain size, % fines, %organics, moisture content, and color for any load sample that does not pass the visual evaluation. All costs associated with additional Certified Sand Quality Testing shall be the sole responsibility of the CONTRACTOR. Geotechnical analysis results shall be provided to the COUNTY within two (2) days as specified in Section 2.8 of these Technical Specifications.

#### 2.1.3 Measurement & Payment of Sand Fill Quantities: For transport/delivery of purchased sand, the CONTRACTOR shall weigh each truck before initial load once each day to

serve as the empty tare weight for that truck on that day only. After each loading, trucks shall be weighed full to calculate the net weight of each load.

The scales used for weighing the trucks shall be certified by the Florida Department of Agriculture. The CONTRACTOR shall provide a computer-generated scale ticket for each truckload recording the net weight of material in the truck, the date and time of loading, the load number, and the Work Order project name; these tickets shall document the delivered fill quantity under Bid Item 1.

During construction, by 10:00 a.m. each day, the CONTRACTOR shall provide to the COUNTY duplicate scale tickets of all truckloads delivered during the previous day and a daily log of the previous day including (1) a summary table of all truckloads of sand delivered to the site during the previous day, including the net weight and the location of delivery for each truckload, and (2) the total tonnage of sand delivered during the previous day. With the CONTRACTOR'S requests for payment under Bid Item 1, the CONTRACTOR shall provide the COUNTY with electronic logs of all weight tickets from the mine.

## **2.2 Transport & Delivery of Material (Bid Items 2, 3)**

Under Bid Items 2 and 3, the CONTRACTOR shall provide labor and equipment necessary to transport and deliver material from the loading site (either CONTRACTOR'S primary sand source or COUNTY'S sand source, per the Work Order) to the designated delivery site. The CONTRACTOR'S primary sand source is the original mine source submitted with the CONTRACTOR'S bid. The COUNTY'S sand source may be a COUNTY-controlled site with suitable material or a mine source under contract with the COUNTY (COUNTY-supplied sand). Loading and delivery sites shall be determined in the Work Order.

No overflow or spillage of material shall be permitted during transport to the delivery site. All trucks shall be covered in order to prevent spillage. If the CONTRACTOR fails to prevent spillage during transport, the CONTRACTOR shall suspend transport operations and promptly repair equipment or change operations to prevent spillage prior to resumption of transport operations.

To minimize the risk of spillage or leakage, all loads picked up at the assigned location must be transported immediately and delivered directly to the offloading site. The CONTRACTOR shall ensure that any material attributable to his hauling operation and accidentally deposited on haul routes is promptly removed. Under no circumstances shall a driver take any load to any other location for delivery.

One-way hauling distances will be determined by the COUNTY per Work Order using standard computer-based mapping services (e.g., MapQuest) and utilizing approved trucking routes. Alternative routes to enhance efficiency suggested by the CONTRACTOR may be considered by the COUNTY. The COUNTY'S final approval of truck routes will include consideration of local municipalities' requirements and of maintaining a designated transportation route or alternate route within the intended one-way hauling distance category and its unit price. Payment for Bid Item 2 shall represent the cost for transport of the initial ton-mile. Payment for Bid Item 3 shall represent the cost of transport for each additional ton-

mile. Additional ton-miles are measured by multiplying the fill quantity (tons) by the distance (miles) starting one mile from the sand source loading site and continuing to the project staging location.

### **2.3 Beach Place & Grade (Bid Items 4, 5, 6, 7, 8, 9)**

Under Bid Items 4 through 9, the CONTRACTOR shall mobilize and demobilize the equipment necessary to place and grade material for dune and beach restoration. Costs associated with use of an enclosed electric conveyor system are represented in Bid Items 4 and 5, and all other unspecified costs associated with placement and grading of material shall be considered incidental to and included in the cost of Bid Items 6 through 9.

Bid Item 4 includes mobilization, demobilization, and use of an initial 300 feet of enclosed electric conveyor system equipped with an unloader/hopper to transport the sand from the unloading location at the access site to the designated deposit location. Each additional 100 feet of conveyor required to reach the designated deposit location shall be billed under Bid Item 5. The conveyor system should be run by a generator that can be strategically placed to minimize the noise to adjacent residences. The conveyor system shall be capable of moving no less than 3,200 tons (2,500 cubic yards) of sand per 10 hour workday and shall include an unloader/hopper to minimize impacts to the associated property.

Under Bid Items 6 through 9, the CONTRACTOR shall transport material from the construction access(es) to the fill area designated by the Work Order. Bid Items 6 through 9 are divided into 1,000 ft increments to reflect the expense associated with longer distances. The CONTRACTOR shall place and grade material to meet the lines and grades shown on the drawings associated with the Work Order. The CONTRACTOR shall place material only within the limits shown on the drawings.

### **2.4 Site Preparation and Restoration (Bid Items 10, 11, 12)**

Bid Items 10 through 12 reflect the activities necessary to prepare the work area for construction and restore the work area upon completion of the dune and beach. Under Bid Item 10, the CONTRACTOR shall provide the equipment, materials, and labor necessary to prepare and restore each construction access/staging area and staging area to pre-construction condition or better. Payment for Bid Item 10 shall be a lump sum for each approved construction access per Work Order.

The CONTRACTOR shall restore to previous condition all site and landscape features damaged or destroyed during construction operations as designated in the Work Order. This work shall be accomplished at the CONTRACTOR'S expense and shall be included in Bid Item 10. All material brought to the site for the stabilization of any access area shall be removed from the site by the CONTRACTOR unless otherwise approved by the COUNTY. Before the project is considered complete, any topography disturbed as a result of construction shall be restored to pre-construction elevations.

Under Bid Item 11, the CONTRACTOR shall supply, deliver, and install any sod necessary to restore the work area to pre-construction condition. Payment for Bid Item 11 shall be per square yard. Under Bid Item 12, the CONTRACTOR shall repair or replace irrigation components necessary to restore the work area to pre-construction condition with payment

per linear foot of pipe. The irrigation systems typically consist of one (1) inch diameter PVC or smaller with standard sprinkler heads and may also include a valve box(es); however, this varies by work area. The pipe may be accessible with equipment or by hand depending on the work area.

### **2.5 Scarp and Compaction Management (Bid Items 13, 14)**

Under Bid Items 13 and 14, the CONTRACTOR shall mobilize and demobilize equipment necessary to knock down any vertical beach escarpments (scarps) and till sections of the beach as designated by the COUNTY. Access to the site shall be designated by the COUNTY. Payment for Bid Item 13 shall be per linear foot of beach scarp graded to a minimum 3:1 slope. Payment for Bid Item 14 shall be per square yard of surface area tilled. To effectively decrease the compaction, the rake shall consist of a minimum of 3 tines which shall penetrate 36 inches below the surface of the sand. Each pass of the tilling equipment shall be overlapped to allow more thorough and even tilling.

### **2.6 Debris Removal (Bid Item 15)**

Under Bid Item 15, the CONTRACTOR shall remove and dispose of any debris as instructed by the COUNTY. It is the responsibility of the CONTRACTOR to provide any necessary equipment, containers, and/or trucks to remove the debris from the site and dispose of the material at an appropriate offsite location approved by the COUNTY. Burial of debris is prohibited unless otherwise approved by the COUNTY. Payment for this item shall be per ton of debris removed based on a method of measurement pre-approved by the COUNTY.

### **2.7 Maintenance of Vehicular and Pedestrian Traffic (Bid Item 16)**

Under Bid Item 16, the CONTRACTOR shall provide and maintain all signage, barricades, equipment, and labor necessary to ensure public safety throughout the work area. The Contractor shall submit a Maintenance of Vehicular and Pedestrian Traffic Plan for COUNTY approval prior to the pre-construction meeting. All work to be done shall conform to all Municipal, County, State, and Federal laws and regulations and as stated in the Florida Department of Transportation Roadway and Traffic Design Standards, latest revision, in Index Nos. 600 through 660 inclusive.

The Contractor shall conduct the Work with minimum disturbance of normal pedestrian and vehicular traffic and is responsible for providing suitable means of access to all public and private properties during all stages of the construction. Payment for this line item shall be a lump sum per Work Order.

### **2.8 Certified Sand Quality Testing (Bid Item 17)**

Under Bid Item 17, the CONTRACTOR shall provide all labor, equipment, and materials necessary to ensure that the sand delivered to the associated project site is in accordance with the technical standards outlined in Section 2.1. The CONTRACTOR shall collect samples of delivered sand to assess grain size distribution, %fines, %organics, moisture content, and color in accordance with permit requirements or at the request of the COUNTY. Each sample shall be archived with the date, time, and load number of the sample, and beach placement location, and the information shall be noted on the CONTRACTOR'S Daily Report. A geotechnical report of the results shall be submitted to the COUNTY within two days and shall be incorporated into the COUNTY'S inspection report. The CONTRACTOR shall

immediately notify the COUNTY of any sampling event that fails to comply with the technical standards outlined in subsection 2.1. All sampling, testing, and reporting shall be conducted using established industry standards (see Table 2 of the Technical Specifications) and shall be certified by a professional engineer or professional geologist registered in the State of Florida. The COUNTY reserves the option to accompany the CONTRACTOR during any or all sand quality sampling and testing activities. The frequency of sampling events shall be identified by the COUNTY on the approved Work Order. Additional Certified Sand Quality Testing or re-testing as a result of any sampling event in which the sample fails to comply with the technical standards as outlined in Section 2.1 shall be the responsibility of the CONTRACTOR and shall be performed at no additional cost to the COUNTY.

### **2.9 Excavation to Grade and Load for On-Site Transport (Bid Item 18)**

Under Bid Item 18, the CONTRACTOR shall provide all equipment, materials, and labor necessary to excavate and load material into trucks and establish a final grade to the excavation area designated by the COUNTY. Beach quality sand and spoil material shall be separated as instructed by the COUNTY and transported or stockpiled at on-site locations designated by the COUNTY. Payment for this item shall be per cubic yard measured from an in-bank calculation based on the CONTRACTOR'S pre- and post-construction surveys or by other mutually agreeable method of measurement for that Work Order.

### **2.10 Load for Off-Site Transport (Bid Item 19)**

Under Bid Item 19, the CONTRACTOR shall mobilize, demobilize, and operate equipment capable of loading material into trucks for transport. The equipment provided by the CONTRACTOR shall be sufficient to keep pace with the arrival of trucks and to avoid stockpiling or double handling of material. Payment for this item shall be per ton based on a mutually agreeable method of measurement for that Work Order.

### **2.11 Material Grading (Bid Item 20)**

Under Bid Item 20, the CONTRACTOR shall mobilize, demobilize, and operate equipment as necessary to grade on-site material as designated by the COUNTY. Payment for this item shall be per cubic yard based on an in-bank calculation of the volume of material graded as determined by the CONTRACTOR'S pre- and post-construction surveys or by other mutually agreeable method of measurement for that Work Order.

### **2.12 Turbidity Control and Monitoring (Bid Item 21)**

Under Bid Item 21, the CONTRACTOR shall furnish all labor, materials, and equipment required to address turbidity control and monitoring. Payment for Bid Item 21 shall be per day of turbidity monitoring.

#### **2.12.1 Turbidity Control and Monitoring Plan**

The Turbidity Control and Monitoring Plan shall be submitted by the CONTRACTOR and approved by the COUNTY prior to approval of a Work Order and shall describe all proposed project-specific turbidity containment and control methods and all monitoring activities and locations required by the Contract and any and all associated permit conditions, statutes, regulations, and licenses.

### 2.12.2 Turbidity Control

The CONTRACTOR shall provide adequate turbidity containment and control to prevent any turbidity violations from occurring due to construction activities at the project construction sites and during all other project operations. The CONTRACTOR shall monitor turbidity during the placement of fill material and, as otherwise necessary, to comply with permits, statutes, regulations, and licenses.

### 2.12.3 Monitoring Requirements

Sampling shall be conducted in accordance with the approved Turbidity Control and Monitoring Plan or in associated permits. Samples obtained for turbidity analysis shall be analyzed within 30 minutes of collection. The water sample collection method used shall prevent contamination of the sample with water from any other depth. Turbidity shall be measured in Nephelometric Turbidity Units (NTU) using a standard nephelometer. Monitoring shall occur every four (4) hours during turbidity generating activities and at the locations described in the permits and approved by the COUNTY. The COUNTY has the option to accompany the CONTRACTOR during any or all turbidity sampling activities.

### 2.12.4 Turbidity Testing and Reporting

The CONTRACTOR shall provide the COUNTY with certification within the last twelve (12) months attesting to the accuracy of his testing equipment and procedures. The CONTRACTOR shall also provide the COUNTY with a duplicate of the standard used to calibrate his testing instrument and a complete set of operating instructions for the turbidity testing equipment. The CONTRACTOR and the COUNTY shall use this standard throughout the project to maintain the calibration of the equipment. Whenever there is doubt as to the adequacy of the testing or validity of the results, the COUNTY may direct that additional tests be performed at no additional cost to the COUNTY.

a) Report Contents: The monitoring data shall be recorded on the summary form in Attachment B. In the event that any turbidity measurement(s) exceeds permit defined limits, reports shall include a narrative describing how the turbidity level(s) were brought into compliance. All data shall be forwarded (preferably electronically) with the CONTRACTOR'S Daily Report (Attachment A) to the COUNTY within 24 hours after collection or when requested by the COUNTY. Reports shall be provided in a common format such as Excel spreadsheet (.xls, .xlsx) files, Word (.doc, .docx) files, or Adobe Acrobat (.pdf) files to the COUNTY project manager identified in the Work Order.

b) Non-compliance and Notification: If turbidity measurement exceeds permitted levels, the CONTRACTOR shall notify the COUNTY project manager immediately or on the morning of the following work day if the non-compliance occurs after normal work hours. In addition, all activities resulting in turbidity shall cease immediately, and all measures to reduce turbidity shall be taken. Operation shall not resume until corrective measures have been taken and turbidity has returned to acceptable levels as determined by proper testing described in these Technical Specifications and the Work Order permit(s). The CONTRACTOR shall be liable for any non-compliance with the conditions of the

permits and terms of this Contract attributable to its personnel and/or Subcontractors.

### **3.0 ALTERNATE BID ITEMS**

#### **3.1 Haul Road Construction and Removal (Alternate Bid Items 1A, 2A)**

Under Alternate Bid Item 1A, the CONTRACTOR shall provide the equipment and materials approved by the County necessary to build a minimum 20 ft wide temporary road capable of supporting the weight of multiple loaded trucks at the designated access and staging areas. The CONTRACTOR shall build and maintain this road throughout the project by grading or with additional base material. Under Alternate Bid Item 2A, the CONTRACTOR shall provide the equipment necessary to remove a haul road. It is the responsibility of the CONTRACTOR to provide any necessary containers and/or trucks to remove the base material from the site and dispose of the material at an appropriate offsite location approved by the COUNTY. Burial of base material is prohibited unless otherwise approved by the COUNTY. Payment for these items shall be per linear foot of road built or removed.

#### **3.2 Temporary Road Mat System (Alternate Bid Item 3A)**

Under Alternate Bid Item 3A, the CONTRACTOR shall mobilize, utilize, and demobilize high strength, fully recyclable, interlocking poly or plastic mats for heavy equipment access in the staging areas and construction access(es) as necessary over adverse ground surfaces. The system shall be capable of supporting multiple loaded trucks and any other heavy equipment mobilized and traversing the area requiring the mats for that Work Order. Minimum dimensions of each mat shall be four (4) feet by eight (8) feet, and each mat shall cover an area of thirty-two (32) square feet. Payment for this item shall be per ten (10) mats/week based on a mutually agreeable method of measurement for that Work Order.

#### **3.3 Sand Screener (Alternate Bid Item 4A)**

Under Alternate Bid Item 4A, the CONTRACTOR shall mobilize, operate, and demobilize a mobile track screening plant for the processing of sand, shell, gravel, topsoil, crushed stone, roots, and larger materials. The sand screener shall be a mobile track screening plant with a double deck screen and shall be capable of processing a minimum of 500 tons per hour of feed material to three-quarter inch ( $\frac{3}{4}$ " ) diameter. Payment for this item shall be per ton based on a mutually agreeable method of measurement for that Work Order.

#### **3.4 Supply and Install Silt Fence (Alternate Bid Item 5A)**

Under Alternate Bid Item 5A, silt fence shall be installed in accordance with National Pollutant Discharge Elimination System (NPDES) and Florida Department of Environmental Protection (DEP) Coastal Construction Control Line (CCCL) permit requirements and as directed by the COUNTY. Payment for this item shall be per linear foot of silt fence installed.

#### **3.5 Pre-/Post-Construction Survey Transects (Alternate Bid Item 6A)**

Under Alternate Bid Item 6A, the CONTRACTOR shall obtain the services of a land surveying CONSULTANT registered in the State of Florida to perform pre- and post-construction surveys. The CONSULTANT shall conduct surveys in accordance with Florida Statutes and

other applicable local, state, and federal standards. Elevations along each transect line shall be taken at twenty-five (25) foot intervals, at any elevation change greater than one foot, and/or at all grade breaks. The total number and location of transect lines shall be identified on the drawings associated with the Work Order. Typical transect lines shall be surveyed at approximately 500 foot intervals perpendicular to the shoreline from the mean low water to approximately 25 feet landward of the top of the dune crest. The CONTRACTOR shall submit electronic files of the signed and sealed cross-section survey drawings in Adobe Acrobat (.pdf) and AutoCAD (.dwg) to the County. Payment for this line item shall be per transect. Pre-construction transects shall be paid separately from post-construction transects.

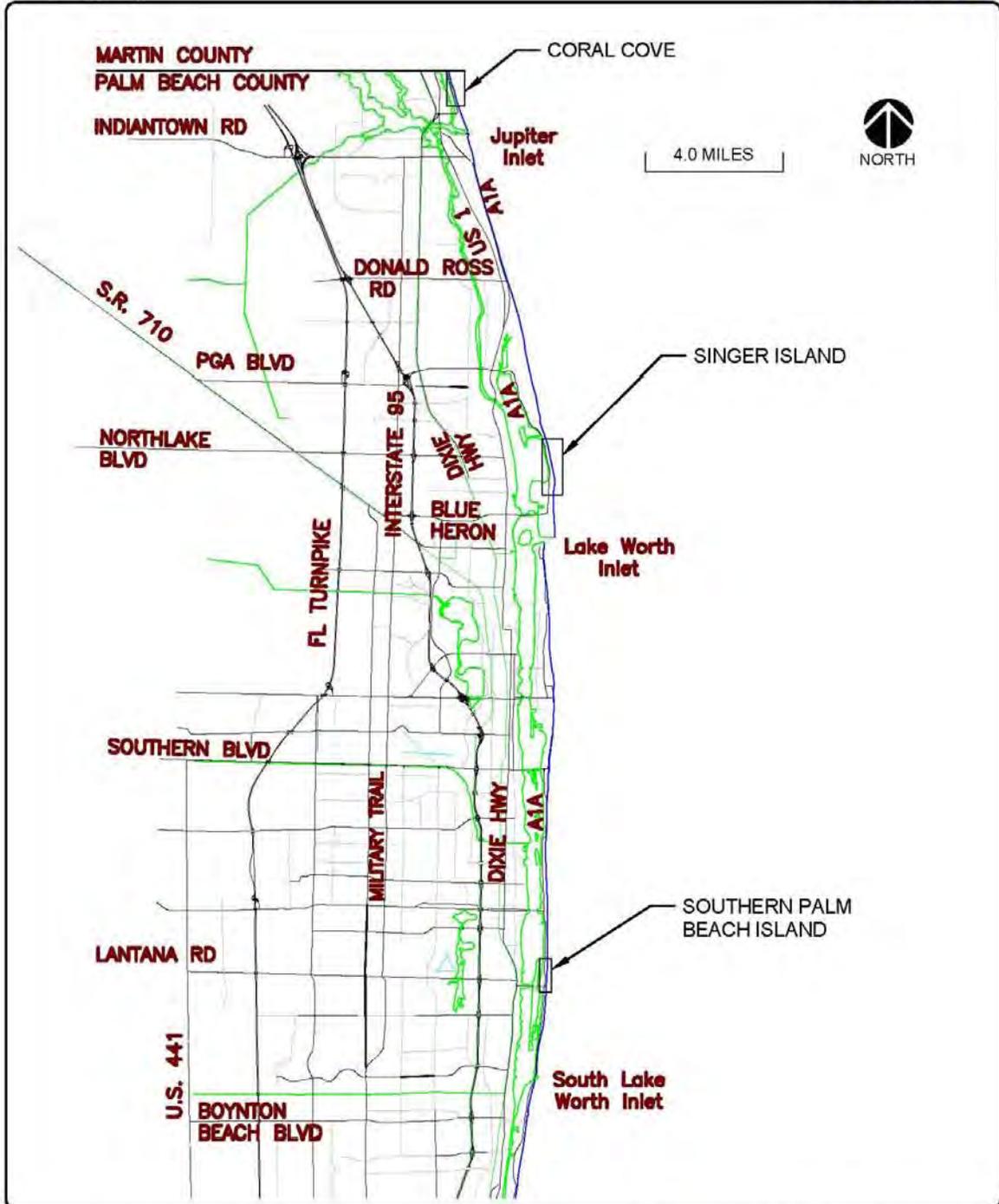
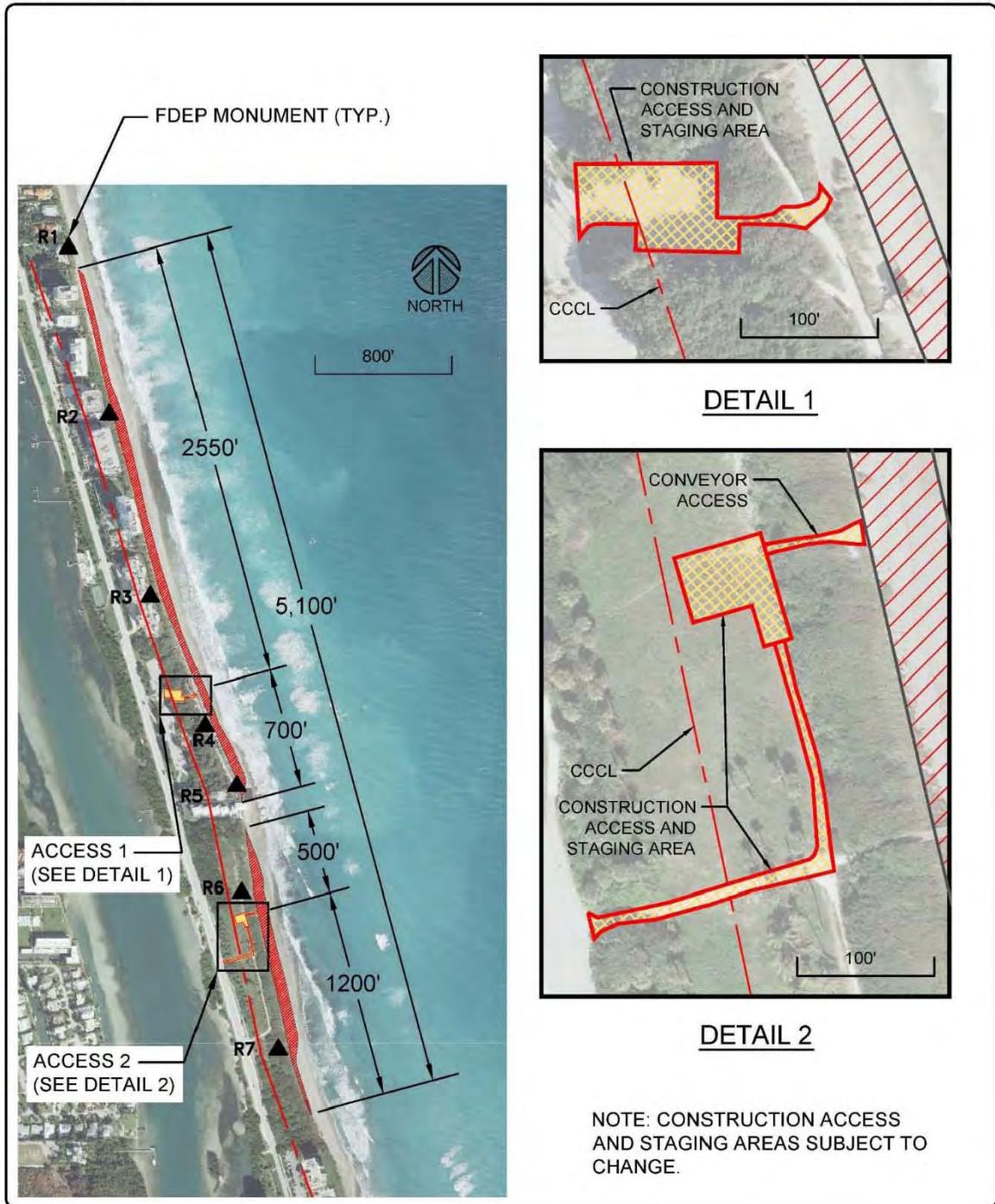


FIGURE 1. COUNTYWIDE LOCATION MAP

Scale: AS NOTED  
 Date: 6/22/2017



PALM BEACH COUNTY  
 DEPARTMENT OF  
 ENVIRONMENTAL RESOURCES MANAGEMENT  
 2300 NORTH JOG ROAD, 4th FLOOR  
 WEST PALM BEACH, FL 33411-2743  
 (561) 233-2400

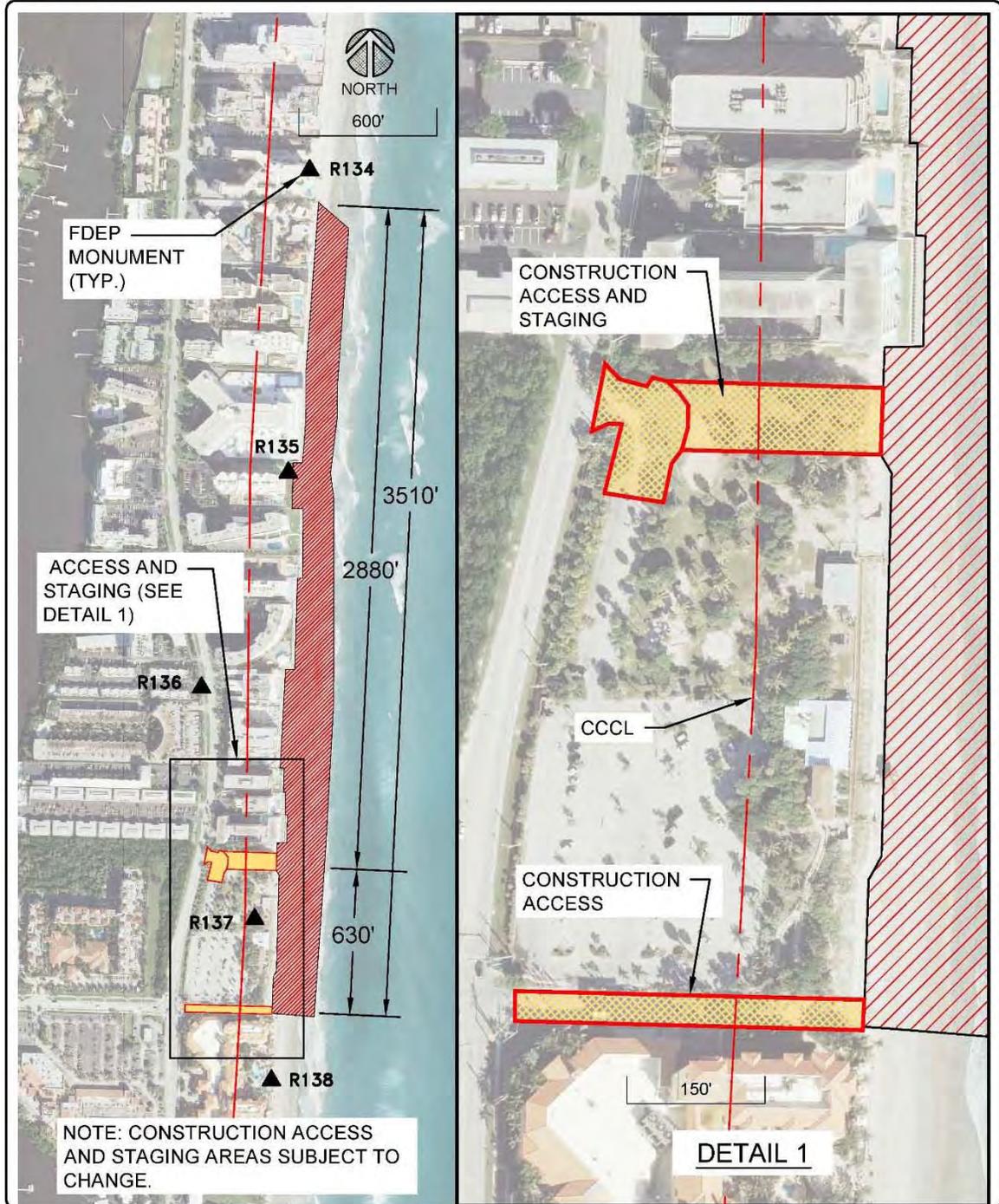


**FIGURE 2. CORAL COVE DUNE RESTORATION PROJECT**

Scale: AS NOTED  
Date: 6/22/2017



**PALM BEACH COUNTY**  
DEPARTMENT OF  
ENVIRONMENTAL RESOURCES MANAGEMENT  
2300 NORTH JOG ROAD, 4th FLOOR  
WEST PALM BEACH, FL 33411-2743  
(561) 233-2400



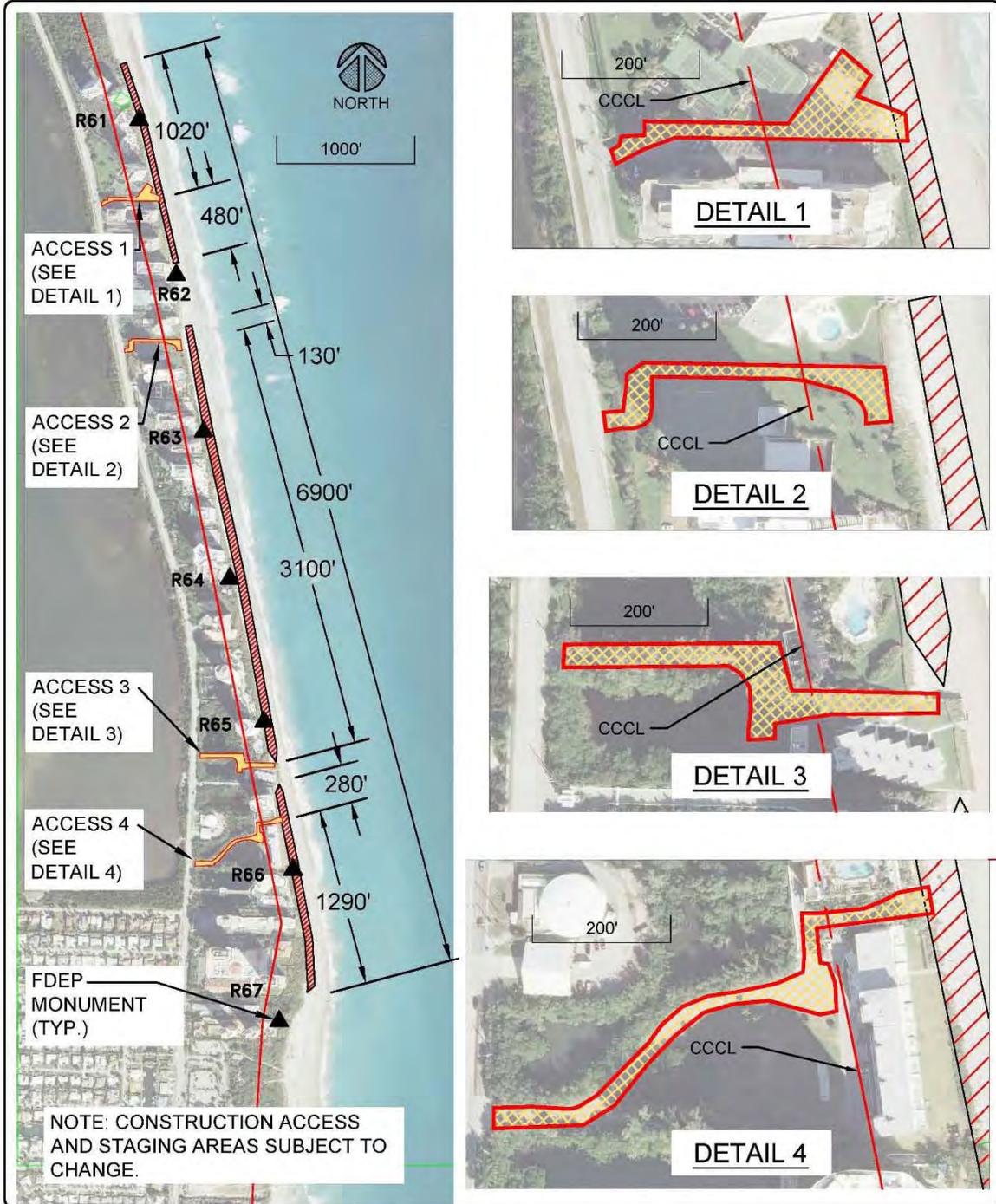
**FIGURE 3. SOUTHERN PALM BEACH ISLAND COMPREHENSIVE SHORELINE STABILIZATION PROJECT**

Scale: AS NOTED

Date: 6/22/2017



PALM BEACH COUNTY  
DEPARTMENT OF  
ENVIRONMENTAL RESOURCES MANAGEMENT  
2300 NORTH JOG ROAD, 4th FLOOR  
WEST PALM BEACH, FL 33411-2743  
(561) 233-2400



**FIGURE 4. SINGER ISLAND DUNE RESTORATION PROJECT**

Scale: AS NOTED

Date: 6/22/2017



**PALM BEACH COUNTY**  
DEPARTMENT OF  
ENVIRONMENTAL RESOURCES MANAGEMENT  
2300 NORTH JOG ROAD, 4th FLOOR  
WEST PALM BEACH, FL 33411-2743  
(561) 233-2400

| TABLE 1<br>SCHEDULE OF ESTIMATED QUANTITIES  |                     |                 |                       |                            |                    |                       |                       |           |           |           |
|--|---------------------|-----------------|-----------------------|----------------------------|--------------------|-----------------------|-----------------------|-----------|-----------|-----------|
| Palm Beach County Dune and Beach Restoration Annual Contract<br>Project No. 2018ERM01 (Federalized)  |                     |                 |                       |                            |                    |                       |                       |           |           |           |
| BASE BID ITEMS   | UNIT                | Year 1          |                       |                            | Year 2             |                       |                       | Year 3    |           | TOTAL QTY |
|  |                     | Coral Cove Dune | Various Dune Projects | Southern Palm Beach Island | Singer Island Dune | Various Dune Projects | Various Dune Projects | TOTAL QTY |           |           |
| 1 SUPPLY SAND  | TON                 | 35,034          | 80,000                | 85,000                     | 67,000             | 80,000                | 80,000                | 80,000    | 427,034   |           |
| 2 TRANSPORT AND DELIVERY OF MATERIAL (FIRST TON-MILE) <sup>1</sup>   | TON-MILE            | 35,034          | 84,000                | 85,000                     | 67,000             | 84,000                | 84,000                | 84,000    | 439,034   |           |
| 3 TRANSPORT AND DELIVERY OF MATERIAL (ADDITIONAL TON-MILE) <sup>2</sup>  | TON-MILE            |                 |                       |                            |                    |                       |                       |           |           |           |
| 4 CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)  | TON                 | -               | 13,000                | 65,000                     | 7,500              | 13,000                | 13,000                | 13,000    | 111,500   |           |
| 5 ADDITIONAL 100' OF CONVEYOR  | TON                 | -               | 13,000                | -                          | -                  | 13,000                | 13,000                | 13,000    | 39,000    |           |
| 6 BEACH PLACE AND GRADE (<1000' FROM ACCESS)   | TON                 | 8,720           | 53,000                | 42,500                     | 37,600             | 53,000                | 53,000                | 53,000    | 247,820   |           |
| 7 BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)  | TON                 | 14,368          | 21,000                | 34,000                     | 16,700             | 21,000                | 21,000                | 21,000    | 128,068   |           |
| 8 BEACH PLACE AND GRADE (2000'-3000' FROM ACCESS)  | TON                 | 11,946          | 5,000                 | 8,500                      | 10,000             | 5,000                 | 5,000                 | 5,000     | 45,446    |           |
| 9 BEACH PLACE AND GRADE (>3000' FROM ACCESS)   | TON                 | -               | 1,500                 | -                          | -                  | 1,500                 | 1,500                 | 1,500     | 4,500     |           |
| 10 SITE PREPARATION & RESTORATION  | CONSTRUCTION ACCESS | 2               | 3                     | 1                          | 4                  | 3                     | 3                     | 3         | 16        |           |
| 11 SUPPLY, DELIVERY, AND INSTALLATION OF SOD   | SY                  | -               | 750                   | 250                        | 2,100              | 750                   | 750                   | 750       | 4,600     |           |
| 12 REPAIR/REPLACE IRRIGATION   | LF                  | -               | 50                    | 100                        | -                  | 50                    | 50                    | 50        | 250       |           |
| 13 SCARP MANAGEMENT  | LF                  | -               | 3,000                 | 1,500                      | -                  | 3,000                 | 3,000                 | 3,000     | 10,500    |           |
| 14 COMPACTION MANAGEMENT   | SY                  | -               | 1,700                 | -                          | -                  | 1,700                 | 1,700                 | 1,700     | 5,100     |           |
| 15 DEBRIS REMOVAL  | TON                 | -               | 7                     | 200                        | 25                 | 7                     | 7                     | 7         | 246       |           |
| 16 MAINTENANCE OF VEHICULAR AND PEDESTRIAN TRAFFIC   | WORK ORDER          | 1               | 1                     | 1                          | 1                  | 1                     | 1                     | 1         | 6         |           |
| 17 CERTIFIED SAND QUALITY TESTING  | SAMPLING EVENT      | 28              | 4                     | 30                         | 75                 | 4                     | 4                     | 4         | 145       |           |
| 18 EXCAVATION TO GRADE AND LOAD FOR ONSITE TRANSPORT   | CY (IN-BANK)        | -               | 3,125                 | -                          | -                  | 3,125                 | 3,125                 | 3,125     | 9,375     |           |
| 19 LOAD FOR OFFSITE TRANSPORT  | TON                 | -               | 4,000                 | -                          | -                  | 4,000                 | 4,000                 | 4,000     | 12,000    |           |
| 20 MATERIAL GRADING  | CY (IN-BANK)        | -               | 1,000                 | -                          | -                  | 1,000                 | 1,000                 | 1,000     | 3,000     |           |
| 21 TURBIDITY CONTROL AND MONITORING  | DAY                 | -               | 15                    | 90                         | -                  | -                     | -                     | -         | 105       |           |
| <p><b>Each Base Bid Item shall include mobilization/demobilization in its unit price.</b></p> <p><sup>1</sup>It is expected that COUNTY-supplied sand shall be used to augment the sand quantity for various projects at the COUNTY's discretion. For bidding purposes, the COUNTY has included an additional 4,000 tons of COUNTY-supplied sand in Line Item 2 for Various Dune Projects in each year.</p> <p><sup>2</sup>For Work Order, additional ton-miles are calculated by multiplying the Work Order sand quantity (tons) by the hauling distance less 1 mile. Line Items 2 and 3 do not include return mileage.</p> |                     |                 |                       |                            |                    |                       |                       |           |           |           |
| ALTERNATE BID ITEMS  | UNIT                | QUANTITY        |                       |                            |                    |                       |                       |           | TOTAL QTY |           |
| 1A HAUL ROAD CONSTRUCTION  | LF                  | -               | 170                   | -                          | -                  | 170                   | 170                   | 170       | 510       |           |
| 2A HAUL ROAD REMOVAL   | LF                  | -               | 170                   | -                          | -                  | 170                   | 170                   | 170       | 510       |           |
| 3A TEMPORARY ROAD MAT SYSTEM   | 10 MATS/WEEK        | -               | 3                     | -                          | -                  | 3                     | 3                     | 3         | 9         |           |
| 4A SAND SCREENER   | TON                 | -               | 4,000                 | -                          | -                  | 4,000                 | 4,000                 | 4,000     | 12,000    |           |
| 5A SUPPLY/INSTALL SILT FENCE   | LF                  | -               | 70                    | -                          | -                  | 70                    | 70                    | 70        | 210       |           |
| 6A PRE-/POST-CONSTRUCTION SURVEY   | TRANSECT            | -               | 10                    | 16                         | -                  | -                     | -                     | -         | 26        |           |
| <p><b>Each Alternate Bid Item shall include mobilization/demobilization in its unit price.</b></p>   |                     |                 |                       |                            |                    |                       |                       |           |           |           |

**Table 2. Sand sampling and analysis parameters.**

| Parameter                             | Acceptable Range / Limits   | Method                                 | Applicable Standard |                     |
|---------------------------------------|---|--|---------------------|---------------------|
|                                       |   |  | ASTM <sup>1</sup>   | AASHTO <sup>2</sup> |
| Stockpile sampling                    |   |  | D75                 | T2                  |
| Munsell color                         | 10YR 8/1, 10YR8/2, 10YR8/3, 10YR 7/1, 10YR 7/2, 10YR 7/3, 2.5Y 8/1, 2.5Y 8/2, 2.5Y 8/3, 5Y 8/1, or 5Y 8/2 | Munsell Soil Color Chart               | D1535               |                     |
| Debris, rock, clay, foreign matter    | 0%  | Visual                                 | NA                  | NA                  |
| Mean grain size                       | 0.30 - 0.70 mm  | Graphic mean                           | NA                  | NA                  |
| Sorting/Standard deviation            | $\leq 0.90\phi$   | Inclusive graphic standard deviation   | NA                  | NA                  |
| %Organics                             | $\leq 1\%$ by weight  | Loss on ignition <sup>3</sup> or D2974 |                     |                     |
| %Moisture                             | $\leq 10\%$   | Moisture meter or D2216                |                     |                     |
| %Carbonate                            | <45% by weight  | Loss on ignition <sup>3</sup> or D4373 |                     |                     |
| %Fines passing #200 sieve (<0.074 mm) | $\leq 1\%$ by weight  | Wet sieve                              | D1140 or C117       |                     |
| %Fines passing #230 sieve (<0.062 mm) | $\leq 0.60\%$ by weight   | Wet sieve                              | D1140 or C117       |                     |
| %Fine gravel (4.76-19.0 mm)           | $\leq 5\%$ by weight  | Dry sieve                              | D422 or C136        | T27                 |
| %Coarse gravel (19.0-76.0 mm)         | 0%  | Dry sieve                              | D422 or C136        | T27                 |
| %Cobble (> 76 mm)                     | 0%  | Dry sieve                              | D422 or C136        | T27                 |

<sup>1</sup>American Society for Testing and Materials

<sup>2</sup>American Association of State Highway and Transportation Officials

<sup>3</sup>Dean, W. E. (1974). Determination of Carbonate and Organic Matter in Calcareous Sedimentary Rocks By Loss On Ignition: Comparison With Other Methods

**ATTACHMENT A  
CONTRACTOR'S DAILY REPORT**

**WORK ORDER NUMBER:** \_\_\_\_\_

**WORK ORDER NAME:** \_\_\_\_\_

**1) DATE:** \_\_\_\_\_

**2) WORK SUMMARY**

**Work Performed** (Location, weather/sea conditions, work done, personnel, materials list, truck tickets, etc.):

**Surveys/Turbidity Monitoring** (Type, location, time):

**Planning** (Upcoming operations):

**Results of QA/QC Inspections** (Include work deficiencies with action to be taken):

**Work Modifications** (List any instructions given by the COUNTY on construction deficiencies, re-testing required, etc., and any action to be taken):

**Safety Inspection** (Report violations noted; corrective instructions given; traffic or public control issues and corrective actions taken):

**ATTACHMENT A (CONTINUED)  
CONTRACTOR'S DAILY REPORT**

**DATE:** \_\_\_\_\_

**Equipment Inspection**

| Equipment on Site (make, year, and model) | Times of Operation | Hours Idle/Down |
|---|--------------------|-----------------|
|   |                    |                 |
|   |                    |                 |
|   |                    |                 |
|   |                    |                 |
|   |                    |                 |

**Sand Samples Collected for Analysis**

| Sample Number | Time | Load Number | Beach Placement Location |
|---------------|------|-------------|--------------------------|
|               |      |             |                          |
|               |      |             |                          |
|               |      |             |                          |

**Remarks** (Cover delays and any conflicts in plans, specifications, or instruction):

WEATHER DOWN TIME REQUESTED?    \_\_\_\_\_ YES    \_\_\_\_\_ NO

**3) CONTRACTOR'S VERIFICATION:**

The above report is complete and correct, and equipment used and work performed during this reporting period are in compliance with the Contract plans and specifications unless otherwise noted above.

\_\_\_\_\_  
Signature of Contractor-Approved and County-Authorized Representative

**4) THE FOLLOWING ARE ATTACHED:**

- Turbidity monitoring report(s)
- Official weather report (as necessary for claimed weather delays)
- Stake log
- Progress survey(s)
- Photo(s)

**ATTACHMENT B  
TURBIDITY MONITORING REPORT**

Work Order No.: \_\_\_\_\_ Work Order Name: \_\_\_\_\_

NOTE: See Permit for Turbidity Controls and Monitoring Specific Conditions.

Sampling Event: \_\_\_\_\_

**LOCATION INFORMATION:**

Active Placement Location: Longitude: \_\_\_\_\_ Latitude: \_\_\_\_\_

**WEATHER AND WATER OBSERVATIONS:**

Weather Conditions: \_\_\_\_\_

Wind Velocity: \_\_\_\_\_ Wind Direction: \_\_\_\_\_

Ocean Current Direction: \_\_\_\_\_ Tidal Stage: (incoming, outgoing, slack) \_\_\_\_\_

Predicted Tidal Stage (EST) High: \_\_\_\_\_ Low: \_\_\_\_\_ High: \_\_\_\_\_ Low: \_\_\_\_\_

**TURBIDITY SAMPLING**

| Field Parameter     | Compliance Station |           | Background Station |           |
|---------------------|--------------------|-----------|--------------------|-----------|
|                     | Surface            | Mid-Depth | Surface            | Mid-Depth |
| GPS Coordinates     |                    |           |                    |           |
| Collection Depth    |                    |           |                    |           |
| Depth of Water Body |                    |           |                    |           |
| Collection Time     |                    |           |                    |           |
| Analysis Time       |                    |           |                    |           |
| Analysis Date       |                    |           |                    |           |
| Turbidity (NTU)     |                    |           |                    |           |

Net Turbidity for Sampling Event 1 of 1 (NTUs): Surface: \_\_\_\_\_ Mid-Depth: \_\_\_\_\_

**TURBIDITY REVIEW**

Compliance - Background (NTU) = \_\_\_\_\_

Compliance NTU did \_\_\_\_\_ or \_\_\_\_\_ did not exceed Background NTU by more than 29 NTU.

Comments on Sampling Event:

STATION LOCATIONS AND PLUME CONFIGURATION, IF A PLUME IS PRESENT, ARE SHOWN ON THE ATTACHED MAP.

**I certify that these data are authentic; that the analytical instrumentation has been calibrated with appropriate standards; and that the methods of sample collection, handling, storage and analysis have been as specified Quality Assurance Plan for this project and are in compliance with all required permits.**

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