

R2019 0325

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

FEB 05 2019

**Palm Beach County
Palm Beach County Artificial Reef and Breakwater Annual Contract
Project No.: 2018ERM03**

**COSTON MARINE SERVICES, INC.
(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, 4th Floor, West Palm Beach, Florida 33411-2743.**

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

R2019 0225 FEB 05 2019
**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA**

**Palm Beach County
Palm Beach County Artificial Reef and Breakwater Annual Contract
Project No.: 2018ERM03**

**COSTON MARINE SERVICES, INC.
(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, 4th Floor, West Palm Beach, Florida 33411-2743.**

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

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT

PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

PROJECT NUMBER: 2018ERM03

ADDENDUM NO. 1

DATE OF ISSUANCE: June 6, 2018

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

THE BIDDER IS REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY COMPLETING PARAGRAPH 1.6 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.

MODIFY THE FOLLOWING:

ADDITIONS/DELETIONS TO INSTRUCTIONS TO BIDDERS:

Delete Pages: INSTRUCTIONS TO BIDDERS – 26

Insert Pages: INSTRUCTIONS TO BIDDERS – 26A

RESPONSE TO CONTRACTOR'S RFI'S:

From: Jack W. McCulley (jack@mcculleymarine.com)

Sent: Thursday, May 24, 2018 11:11 AM

To: ERM-Bidding

Subject: Project # 2018ERM03

Company Name: McCulley Marine Services

Company Address: n/a

Contact Person: Jack W. McCulley

Phone Number: 772-905-7800

Email Address: jack@mcculleymarine.com

1. Can we submit bids for individual bid items, or are we required to bid all of them?

Response: You are required to bid all of them. Please see Instructions to Bidders Page 11, Section 5.1.2.

POINTS OF CLARIFICATION:

1. Instructions to Bidders Page 27, Section 16.8.4 describes the process for assigning Work Orders.
2. Instructions to Bidders Page 28, Section 16.10.2 describes the process for price adjustments.
3. There is no separated bid item for complying with state requirements. Bidders shall include state compliance costs within the existing bid items (Instructions to Bidders Page 5, Section 3.1.2 and Supplemental General Conditions Page 2, Section F.).
4. The County recognizes that Annual Contractors may not be assigned Work for which they proposed Small Business Enterprise (SBE) participation in their original Sealed Bid. Consequently, their actual SBE participation may be less than contracted. The County encourages its Annual Contractors to demonstrate good faith efforts in achieving its contracted SBE participation.
5. The standard SBE certification processing time, for a complete package, is 90 business days. Bidders may request an expedited review for an additional fee. Contact the Office of Small Business Assistance (OSBA) at 561-616-6840.
6. The prime contractor may subcontract or perform turbidity monitoring itself, provided all requirements in the Technical Specifications and permit(s) are met.

APPROVED FOR ISSUANCE BY:



Deborah Drum, Director
Department of Environmental Resources Management

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

**PROJECT NAME: Palm Beach County Artificial Reef and Breakwater
Annual Contract**

PROJECT NO.: 2018ERM03

TABLE OF CONTENTS

Description	Page No.
Invitation for Bid	1
Instructions to Bidders	1 - 28
Bid Form	1 - 7
Attachment No. 1 - Bid Bond	8 - 9
Attachment No. 2 - SBE-M/WBE	10 - 12
Attachment No. 3 - Certification of Business Location	13
Attachment No. 4 - List of Subcontractors and Subconsultants	14
Attachment No. 5 - Trench Safety Affidavit	15
Attachment No. 6 - Living Wage Certification	16
Attachment No. 7 - List of Related Work Experience	17
Attachment No. 8 - E-Verify Certification	18
Attachment No. 9 - Certificate (Corporation, LLC)	19
Contract	1 - 3
Public Construction Bond	1 - 4
Guarantee	1
General Conditions	1 - 52
Supplemental General Conditions	SGC-1 - SGC-7
Appendix A	
Certification of Compliance with the Living Wage Ordinance	A-1
Change Order/SBE Schedules 1, 2	A-2 - A-5
Work Order/SBE Schedules 1, 2	A-6 - A-9
Notice to Proceed for Work Order	A-10
Construction Work Order Directive	A-11
Work Order Supplement/SBE Schedules 1, 2	A-12 - A-14
Application and Certificate for Payment/SBE Schedules 3, 4	A-15 - A-17
Warranty of Title and Release/Statement of Unresolved Claims	A-18 - A-20
Certificate of Substantial Completion	A-21 - A-22
Contractor's Certification of Final Completion	A-23
Statement and Documentation Regarding Subcontractor Releases	A-24
Consent of Surety for Final Payment	A-25
Final Warranty of Title and Release	A-26 - A-27
Guarantee	A-28
Appendix B	
Post Bid Information	B-1 - B-5

Technical Specifications

TS Attachments

TS-1 - TS-44

14 pages

Figure 1 - Vicinity Map

Figure 2 - Schedule of Estimated Quantities

Attachment 1A (Inshore Oyster Reef Plan View)

Attachment 1B (Inshore Oyster Cross-Section)

Attachment 2A (Offshore Reefs Plan View)

Attachment 2B (Offshore Reef Cross-Section)

Attachment 3A (Typical Layout for Nearshore Reefs)

Attachment 3B (Nearshore Reef Cross-Section)

Attachment 4A (Typical Pre-Formed Concrete

Material Placement Plan View)

Attachment 4B (Offshore Reef Cross-Section)

Attachment 5A (Typical Inshore Breakwater Plan View)

Attachment 5B (Typical Inshore Breakwater Cross-Section)

Attachment 6A (Concrete Pile Installation Typical Detail)

Attachment 6B (Pipe Pile Installation Typical Detail)

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 19, 2018** in the PBC Department of Environmental Resources Management (ERM), Vista Center, 2300 N. Jog Road, 4th Floor, West Palm Beach, Florida, 33411-2743 for furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for the construction of reefs, breakwaters and living shorelines throughout the County, 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 Artificial Reef and Breakwater Annual Contract
Project No. 2018ERM03**

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 20, 2018.

A Non-Mandatory **Pre-Bid Meeting** will be held on **May 30, 2018 at 9:00 AM** at PBC, Vista Center, 2300 N. Jog Road, Room 1E-58, West Palm Beach, Florida 33411-2743.

On October 1, 2002, the Board of County Commissioners adopted Ordinance No. 2002-064 (Small Business Enterprise Program) which provides for the establishment of Small Business Enterprise (SBE) goals. The minimum Small Business Enterprise (SBE) goal for all County solicitations, inclusive of all Alternate Bid Items and change orders, is 15%, which can be met through the use of any SBE certified by PBC. This goal is a minimum and no rounding will be permitted.

The Contractor shall self-perform **not less** than 51% of the total Work Order amount, as amended, less the total amount for material purchase, land-based 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 up to 3 contractors.

Please contact ERM at 561/233-2427 or 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 20, 2018
SUNDAY: May 27, 2018

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

**Project Name: Palm Beach County Artificial Reef and Breakwater
Annual Contract
Project No.: 2018ERM03**

INSTRUCTIONS TO BIDDERS

SECTION DESCRIPTIONS

1. DEFINITIONS
2. LICENSES, BUSINESS TAX RECEIPT, POLICY REGARDING SUBCONTRACTORS
3. BIDDER'S REPRESENTATIONS
 - 3.5 LOCAL PREFERENCE
 - 3.6 APPRENTICE INCENTIVE
 - 3.7 GLADES RESIDENT INCENTIVE
4. CONTRACT DOCUMENTS
5. BIDDING PROCEDURE
 - 5.3 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM
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** - means the area from the Broward County line north along Canal L-36 to the Loxahatchee National Wildlife Refuge, thence north to Southern Boulevard along Canal L-40, thence west along Southern Boulevard to a north-south line 1½ miles west of Canal L-8, which coincides with a private agricultural road heading north from Southern Boulevard at that point where State Road 880 intersects Southern Boulevard from the South, thence north along the line of this north-south road to the boundary of the J.W. Corbett Wildlife Management Area, thence east and north along the boundary of the J.W. Corbett Wildlife Management Area to the Martin County line.

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** - Preference shall be given to those Bidders (a) having a permanent place of business in Palm Beach County, or (b) having a permanent place of business in the Glades providing goods or services to be utilized in the Glades, or (c) using a subcontractor having a permanent place of business in the Glades providing goods or services to be utilized in the Glades, as further specified in Section 3.5.

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** - Small Business Enterprise. A business certified by the County's Office of Small Business Assistance.

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. The replacement of any SBE subcontractor shall also conform to the requirements of the County's SBE Program and paragraph 5.3.8 of these Instructions to Bidders.

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

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.

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

3.5.1. In accordance with Chapter 2, Article III, Division 2, Part D of the Palm Beach County Code (“Local Preference in Purchasing” section), a preference will be given to Bidders having a permanent place of business in Palm Beach County. Local preference means that if the lowest responsive, responsible Bidder is a regional or non-local business, then the bid of the next lowest responsive, responsible local Bidder is decreased by 5%, to a maximum of \$100,000 difference. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference and ranking of Bidders.

3.5.1.1 Glades Local Preference: In addition, if the project is located in the Glades area as defined in Section 2-80.42 of the Palm Beach County Code, a preference will be given to Bidders having a permanent place of business in the Glades area or to a local Bidder who utilizes a Glades subcontractor(s) by a minimum of 15% of the total bid price. If the lowest responsive, responsible Bidder is a non-Glades business, then the bid of the next lowest responsive, responsible Glades Bidder is decreased by 5%, to a maximum of \$100,000 difference. If the lowest responsive, responsible Bidder is a non-Glades business, then the bid of the next lowest responsive, responsible non-Glades, local Bidder that utilizes Glades subcontractors for a minimum of 15% is decreased by 3%, and for a minimum of 30% is decreased by 4%, to a maximum of \$100,000 difference. The original bid amount is not changed; the decrease is calculated only for the purposes of determining the Glades local preference and ranking of Bidders.

3.5.2. To receive a local preference, a business must have a permanent place of business in existence prior to the County’s issuance of this Invitation for Bid. A permanent place of business means that the business’ headquarters is located in Palm Beach County or for the Glades preference in the Glades area; or, the business has a permanent office or other site in Palm Beach County or Glades area where the business will produce a substantial portion of the goods or services to be purchased.

3.5.3 A valid business tax receipt issued by the Palm Beach County Tax Collector, that authorizes the Bidder to provide the solicited construction or non-construction related goods or services, will be used to verify that the business had a permanent place of business prior to the issuance of this Invitation for Bid. The name and address on the business tax receipt must be the same name and address that is included in the bid submitted to Palm Beach County. A Palm Beach County business tax receipt is required unless specifically exempted by law. In lieu of a Palm Beach County business tax receipt, the business’ current business tax receipt issued to the business should be included in the response.

3.5.4 The Bidder must submit the attached Certification of Business Location and/or “Certification of Business Location – Glades Subcontractor” as applicable along with a copy of the Bidder’s/subcontractor’s business tax receipt at the time of bid submission. Failure to submit the certification will cause the Bidder to not receive a local or Glades local preference.

3.5.5 In the event of a conflict between this section of the Palm Beach County Code and Chapter 2, Article III, Division 2, Part C of the Palm Beach County Code (“Small Business Enterprise Program” section), the provisions of the Small Business Enterprise Program shall prevail.

3.6 Apprentice Incentive

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

3.6.2 Upon completion of the Contract, the Contractor may apply for the payment which will be added to the Contract by change order. If the County determines that the Contractor complied with the requirements of this section, it will reimburse the Contractor 20% of its apprentice wages (including payroll

taxes, costs, and benefits) up to a maximum reimbursement of \$100,000. The request must be submitted no later than forty-five (45) calendar days after Substantial Completion of the project.

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

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

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

3.7 Glades Resident Incentive

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

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

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

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

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

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

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

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, 4th 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. 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. 4 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, together, comprise a Bid and must be submitted at the time identified in 5.4:

BID FORM	BID BOND
ATTACHMENT NO. 1	SMALL BUSINESS ENTERPRISE (SBE)-MINORITY AND WOMEN
ATTACHMENT NO. 2	BUSINESS ENTERPRISE (M/WBE) SCHEDULES
ATTACHMENT NO. 3	CERTIFICATION OF BUSINESS LOCATION
ATTACHMENT NO. 4	LIST OF SUBCONTRACTORS AND SUBCONSULTANTS
ATTACHMENT NO. 5	TRENCH SAFETY AFFIDAVIT
ATTACHMENT NO. 6	LIVING WAGE CERTIFICATION
ATTACHMENT NO. 7	LIST OF RELATED WORK EXPERIENCE
ATTACHMENT NO. 8	E-VERIFY CERTIFICATION
ATTACHMENT NO. 9	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 bond(s) 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 contract bond(s) to the Department, on the forms included as part of the Contract Forms, as follows:

a. Public Construction Bond 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. Under no circumstances shall the successful Bidder begin Work until it has supplied the required Public Construction Bond(s). Contractor shall record the bond(s) and provide a certified copy of the recorded bond(s) 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 Bond(s) meeting all of the requirements set forth herein.

c. Such Public Construction Bond(s) 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 Bond(s), 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 bond(s) 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

5.3.1 - Policy: It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Section 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

5.3.2 - SBE Goals: The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

5.3.3 - Ranking of Responsive Bidders: Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- A. In evaluating competitive bids or quotes between one-thousand dollars (\$1,000) and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%; or
- B. In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than ten percent (10%).
- C. In evaluating bids in excess of one million dollars (\$1,000,000), the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the

lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000);

- D. In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder which the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

This section applies only when price is the determining factor.

5.3.4 - Bid Submission Documentation: SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidder's own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

5.3.4.1 Schedule 1 - List of Proposed SBE and M/WBE Participation: This list shall contain the names of all SBE and M/WBE prime and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY sub-contractors.

5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE and/or M/WBE Subcontractor: A Schedule 2 for each SBE and/or M/WBE Subcontractor listed on Schedule 1 shall be completed and signed by the proposed SBE and/or M/WBE Subcontractor. Subcontractors shall specify the type of work to be performed, the cost or percentage shall also be specified. Additional sheets may be used as needed.

5.3.5 - SBE Certification: Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the On-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification status.

5.3.6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes):

5.3.6.a Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

The Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

5.3.6.b The Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

5.3.6.c The Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

5.3.6.d The Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.

5.3.6.e The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.

5.3.6.f The Prime may only count toward its SBE goal the goods and services in which the SBE is certified.

5.3.7 - Responsibilities After Contract Award:

5.3.7.1 Schedule 3 - SBE-M/WBE Activity Form: This form shall be submitted by the Prime contractor with each invoice, or payment application when SBE and/or M/WBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE subcontractors specify the subcontracted dollar amount for each subcontractor, approved change orders; revised SBE contract amount; amount drawn this period; amount drawn to date; and payments to date issued to subcontractors with their starting date. This form is intended to be utilized on all non-professional services contracts. **Sections 2-80.24 and 2-80.26 of the Palm Beach County Code have sanctions for non-compliance with the SBE Program requirements, including suspension and debarment as a vendor and breach of contract remedies, including, but not limited to, all amounts paid to the Contractor under the Contract intended for expenditure with SBEs will be forfeited and recoverable by the County.**

5.3.7.2 Schedule 3(A) - Professional Services Activity Report: This form shall be submitted by the Prime consultants with each invoice, or payment application when SBE and/or M/WBE sub-consultants are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE sub-consultants, specify the subcontracted dollar amount for each sub consultant and show amount drawn and payments to date issued to sub-consultants. This form is intended to be utilized on all professional services contracts.

5.3.7.3 Schedule 4 - SBE-M/WBE Payment Certification: A Schedule 4 for each SBE and/or M/WBE sub shall be completed and signed by the proposed SBE and/or M/WBE after receipt of payment from the prime. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub in the performance of the contract.

All contractors hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar value and/or percentage specified. Contractors agree to provide any additional information requested by the County to substantiate participation.

The successful contractor shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Form(s) (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

5.3.8 - SBE Substitutions or Modifications: After contract award, the Prime will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA for approval. Upon receiving approval of substitution for the SBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed SBE subcontractor. Subcontractors shall specify the type of work to be performed, the cost or percentage shall also be specified.

If the County's issuance of an alternate or change orders on a project results in changes in the scope of work to be performed by SBE's subcontractor listed at bid opening, the Prime must submit a modified completed and signed Schedule 2 that specifies the revised scope of work to be performed by the SBE, along with the price and/or percentage.

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. SBE-M/WBE Schedules No. 1 and 2 of Attachment No. 2 To Bid Form
4. Certification of Business Location - Attachment No. 3 To Bid Form
5. List of Subcontractors and Subconsultants - Attachment No. 4 To Bid Form
6. Trench Safety Affidavit - Attachment No. 5 To Bid Form
7. Living Wage Certification and required information - Attachment No. 6 To Bid Form
8. List of Related Work Experience and required information - Attachment No. 7 To Bid Form
9. E-Verify Certification – Attachment No. 8 To Bid Form
10. Certificate (Corporation, LLC) - Attachment No. 9 To Bid Form

5.4.2 - Failure to properly complete any portion of the required forms may be cause to reject the entire Bid. Failure to submit properly completed Attachment No. 2 or 3 will result in the loss of any preference.

5.4.3 - SBE Attachments and Subcontractors: The list of SBE-M/WBEs to be used on the Contract, Attachment 2, Schedule 1 - List of Proposed SBE-M/WBE Participation and, for each SBE-M/WBE firm that is listed in Schedule 1, a letter of "Intent to Perform" (Attachment 2, Schedule 2 - Letter of Intent to Perform as an SBE-M/WBE) must be included with the Bid.

The Bidder shall provide, on Schedule No. 1 of Attachment No. 2 to the Bid Form, the firm name of each SBE-M/WBE listed. Receipt of Attachment No. 2 and Attachment No. 4 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.: 2018ERM03
John Doe Contracting Company's Sealed Bid for Project Name: Palm Beach County Artificial Reef and Breakwater Annual Contract
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 the lowest Base Bid Subtotal, combined with any of the Alternate Bid(s) selected 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 1st 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. 6 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

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.

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.

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.

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.



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

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.

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.

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 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 marine 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 marine 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/Reefs.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, the next lowest responsive, responsible Bidder shall be designated Contractor B, and the next lowest responsive, responsible Bidder shall be designated Contractor C.

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 2nd year and, if extended, the 3rd 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 2nd year and, if extended, the 3rd year of the Contract Term, if extended.

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 State-Funded Projects

16.12.1 A Work Order may be funded, in part, by a State agency.

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

16.13 Protests

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 Artificial Reef and Breakwater
Annual Contract
Project No.: 2018ERM03**

BID FORM AND ATTACHMENTS

TABLE OF CONTENTS AND CHECKLIST

<u>SECTION DESCRIPTION</u>	<u>BID PACKAGE MUST INCLUDE:</u>	
1.0 BID FORM (pages 1-7)	filled out, signed, notarized	(v) ✓
2.0 BID BOND - Attachment No. 1 (pages 8-9)	filled out, signed, sealed, with Power of Attorney attached	✓
3.0 SMALL BUSINESS ENTERPRISE (SBE) - MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) SCHEDULES - Attachment No. 2 (pages 10-12)	Schedule 1 filled out with Schedule 2's for each SBE-M/WBE subcontractor, and, if applicable, Prime listed on Schedule 1, signed	✓
4.0 CERTIFICATION OF BUSINESS LOCATION - Attachment No. 3 (page 13)	filled out, signed, and, if applicable, copy of Business Tax Receipt	✓
5.0 LIST OF SUBCONTRACTORS AND SUBCONSULTANTS - Attachment No. 4 (page 14)	filled out	✓
6.0 TRENCH SAFETY AFFIDAVIT - Attachment No. 5 (page 15)	filled out, signed, notarized	✓
7.0 LIVING WAGE CERTIFICATION - Attachment No. 6 (page 16)	filled out, signed, sealed, <u>with information requested</u>	✓
8.0 LIST OF RELATED WORK EXPERIENCE - Attachment No. 7 (page 17)	filled out, <u>with information requested</u> , including copies of licenses/certificates	✓
9.0 E-VERIFY CERTIFICATION - Attachment No. 8 (page 18)	filled out, signed	✓
10.0 CERTIFICATE (CORPORATION, LLC) - Attachment No. 9 (page 19i, ii)	ONLY ONE filled out, signed, sealed, notarized	✓

BID FORM

PROJECT NO.: 2018ERM03

PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

DATE: 6-18-18

To: Palm Beach County Board of County Commissioners
Environmental Resources Management Department
2300 N. Jog Road, 4th 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 Artificial Reef and Breakwater Annual Contract, Project No.: 2018ERM03** 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: One million five hundred thousand seven hundred and ninety five and $\frac{00}{100}$
(written out)

(\$ 1,500,795.⁰⁰) which sum is hereinafter referred to as the (numeric)
"Base Bid".

The dollar amount for award of this Contract shall be the lowest Base Bid Subtotal, combined with any of the Alternate Bid(s) selected 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 County's established goal for SBE participation for this solicitation, inclusive of all alternates and change orders, is 15%. The total can be met through the use of any SBE certified by Palm Beach County. This goal is a minimum and no rounding will be accepted.

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

1.6 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 JUNE 6²⁰¹⁸ Addendum # _____ dated _____
Addendum # _____ dated _____ Addendum # _____ dated _____

1.7 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.

1.7.1 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 \$675.00 per calendar day per Work Order through the date of certification of Work Order Substantial Completion.**

1.7.2 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 \$675.00 per calendar day per Work Order through the date of certification of Work Order Final Completion, except as provided in Paragraph 1.7.1 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.

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

1.9 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 Public Construction 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.

1.10 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 SMALL BUSINESS ENTERPRISE (SBE)/MINORITY AND WOMEN BUSINESS ENTERPRISE (M/WBE) SCHEDULES
- ATTACHMENT NO. 3 CERTIFICATION OF BUSINESS LOCATION
- ATTACHMENT NO. 4 LIST OF SUBCONTRACTORS AND SUBCONSULTANTS
- ATTACHMENT NO. 5 TRENCH SAFETY AFFIDAVIT
- ATTACHMENT NO. 6 LIVING WAGE CERTIFICATION
- ATTACHMENT NO. 7 LIST OF RELATED WORK EXPERIENCE
- ATTACHMENT NO. 8 E-VERIFY CERTIFICATION
- ATTACHMENT NO. 9 CERTIFICATE (CORPORATION, LLC)

(The remainder of this page is left blank intentionally)

Respectfully Submitted,

COSTON MARINE SERVICES, INC.
(Name of Bidding Firm)

228 Hibiscus Street, Suite 4, Jupiter, FL 33458
(Bidding Firm's Address)

561-747-4382
(Bidding Firm's Phone #)

561-745-2387
(Bidding Firm's Fax #)

costonmarine@gmail.com
(Bidding Firm Contact's Email Address)

By: [Signature]
(Authorized Signature)

DANIEL COSTON & PRESIDENT
(Signatory Name & Title)

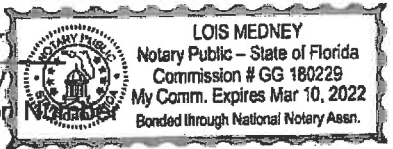
State of FLORIDA

County of PALM BEACH

Subscribed and Sworn to (or affirmed) before me on JUNE 18, 2018 (date) by DANIEL COSTON (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



Above Bidder is:

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

CONTRACTOR DATA:

Bidder's License or Certificate Number (as applicable): U-21984

Contractor's Federal Tax No: 65-0850783

Palm Beach County Vendor #: COST0014

BID SCHEDULE

PROJECT NUMBER: 2018ERM03
 PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract
 CONTRACTOR NAME: Costco Marine Services, Inc.
 DATE: 6-18-18

	BASE BID ITEMS	QTY	UNIT	UNIT COST	TOTAL COST
General					
1	Turbidity Curtain	1,500	Foot	\$ 20.00	\$ 30,000.00
2	Turbidity Monitoring/Reporting	50	Day	\$ 275.00	\$ 13,750.00
3	Offshore/Nearshore Mobilization ¹	2	Work Order	\$ 30,000.00	\$ 60,000.00
4	Inshore Mobilization ¹	1	Work Order	\$ 28,000.00	\$ 28,000.00
Materials Supply					
5	Supply Limestone Armor (3' to 4' Stone)	400	Ton	\$ 85.00	\$ 34,000.00
6	Supply Limestone Armor (24" to 36" Stone)	4,000	Ton	\$ 65.00	\$ 260,000.00
7	Supply Limestone Armor (9" to 18" FDOT Riprap)	400	Ton	\$ 65.00	\$ 26,000.00
8	Supply Limestone Bedding (FDOT Bedding Stone)	700	Ton	\$ 55.00	\$ 38,500.00
9	Supply Sand	2,200	Ton	\$ 35.00	\$ 77,000.00
10	Supply Filter Fabric	4,000	SY	\$ 2.75	\$ 11,000.00
Offshore/Nearshore Limestone Reef Construction					
11	Load/Install Limestone Armor (3' to 4' Stone)	400	Ton	\$ 70.00	\$ 28,000.00
12	Transport Limestone Armor (3' to 4' Stone) ²	4,000	Ton-Mile	\$ 1.50	\$ 6,000.00
Donated Concrete Reef Materials					
13	Load/Install Donated Concrete Reef Materials	200	Ton	\$ 75.00	\$ 15,000.00
14	Load/Install Reef Materials with Crane and Diver	2,380	Ton	\$ 180.00	\$ 428,400.00
15	Transport Concrete Reef Materials ²	22,370	Ton-Mile	\$ 3.50	\$ 78,295.00
Inshore Breakwater/Reef Construction					
16	Load/Install Filter Fabric	4,000	SY	\$ 5.00	\$ 20,000.00
17	Load/Install Bedding Stone	700	Ton	\$ 45.00	\$ 31,500.00
18	Load/Install Armor Stone	4,400	Ton	\$ 45.00	\$ 198,000.00
19	Transport All Materials ²	24,960	Ton-Mile	\$ 1.25	\$ 31,200.00
Miscellaneous Inshore Construction					
20	Load/Install Sand	2,200	Ton	\$ 18.00	\$ 39,600.00
21	Transport Sand ²	15,400	Ton-Mile	\$ 1.25	\$ 19,250.00
22	Supply Prestressed 14" Square Concrete Piles	60	LF	\$ 40.00	\$ 2,400.00
23	Supply 12" Steel Pipe Piles	60	LF	\$ 125.00	\$ 7,500.00
24	Load/Install Piling into Sand Embedment	3	Each	\$ 2800.00	\$ 8,400.00
25	Load/Install Piling into Rock Embedment	3	Each	\$ 3000.00	\$ 9,000.00
					BASE BID \$ 1,500,745.00

(1) Mobilization costs include demobilization. Mobilization costs shall be allowed once for Offshore/Nearshore Work Orders with overlapping construction schedules and once for Inshore Work Orders with overlapping construction schedules.

(2) Transport ton-miles will be calculated as outlined in Section 23 of the Technical Specifications.

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

Bond #02450428818-71

PROJECT NO.: 2018ERM03

PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

DATE: _____

KNOW ALL MEN THESE PRESENT: That we, Coston Marine Services, Inc. (hereinafter called "Principal"), and United States Fire 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 Amt Dollars, (\$ 5% of Bid Amt.), 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 by 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 Artificial Reef and Breakwater Annual Contract Project No.: 2018ERM03** 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.

Michael Bryant
(witness signature)
MICHAEL BRYANT
(witness name printed)

Barbara Bates
(witness signature)
Barbara Bates
(witness name printed)

Coston Marine Services, Inc.
Principal (Company Name) (Seal)

By: *Daniel Coston*
Signature
Daniel Coston
Print Name
Its: President
Title

United States Fire Insurance Company
Surety (Name) (Seal)

By: *Burton Harris*
Signature
Burton Harris
Print Name
Its: Attorney-In-Fact & Fla. Resident Agent
Title #A111883
305 Madison Ave., Morristown, NJ 07960
Address



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

02450428818-71

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Burton Harris, Christine Harris, Marina Ramil, Odalis Cabrera

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2019.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

ARR

Anthony R. Slimowicz, Senior Vice President



State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019**

Sonia Scala

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 10th day of **June 2018**
UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President



ATTACHMENT NO. 2 TO BID FORM

**SMALL BUSINESS ENTERPRISE (SBE) AND MINORITY AND WOMEN
BUSINESS ENTERPRISE (M/WBE) SCHEDULES**

PROJECT NO.: 2018ERM03

PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

CONTRACTOR NAME: COSTON MARINE SERVICES, INC.

DATE: 6-18-18

THESE SCHEDULES MUST BE COMPLETED AS APPLICABLE AND DEFINED IN INSTRUCTIONS TO BIDDERS SECTION 5.3 AND MUST BE SUBMITTED IN ACCORDANCE WITH PARAGRAPH 5.4.2 OF THE INSTRUCTIONS TO BIDDERS

- Schedule 1 - LIST OF PROPOSED SBE-M/WBE PARTICIPATION
- Schedule 2 - LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

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

PROJECT NAME OR BID NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract PROJECT NO. OR BID NO: 2018ERM03
 NAME OF PRIME BIDDER: COSTON MARINE SERVICES, INC. ADDRESS: 228 HIBISCUS ST, SUITE 4, JUPITER FL. 33458
 CONTACT PERSON: DANIEL COSTON PHONE NO.: 561-747-4382 FAX NO.: 561-745-2387
 BID OPENING DATE: 6-19-18 USER DEPARTMENT: Environmental Resources Management

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

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. <u>COSTON MARINE SERVICES, INC. 228 HIBISCUS ST, SUITE 4 JUPITER FL. 33458</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	<u>\$ 300,159.00</u>	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____


(Please use additional sheets if necessary)

Total

Total Bid Price \$ 1,500,795.00

Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work \$ 300,159.00 / 20%

I hereby certify that the above information accurate to the best of my knowledge


 Signature _____ Title PRESIDENT

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

Revised 7/2/2013

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

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

PROJECT NUMBER: 2018ERM03 PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

TO: COSTON MARINE SERVICES, INC.
(Name of Prime Bidder)

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

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

Date of Palm Beach County Certification: APRIL 17, 2016 TO APRIL 16, 2019

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

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
1	TUBELINE CURTAIN	1500 FT	20.00	\$6,000 / 20%
2	" MONITORING	50 DAY	275.00	20%
3	offshore MOB	2 WO	30,000	20%
4	inshore MOB	1 WO	28,000	20%
5	SUPPLY 3'-4' ROCK	400 TN	85.00	20%
6	SUPPLY 2'-3' ROCK	4000 TN	65.00	20%

at the following price or percentage 20%
(SBE Prime or Subcontractor's Quote)

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

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

Price or Percentage _____
(Name of Subcontractor)

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

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

COSTON MARINE SERVICES, INC.
(Print name of SBE-M/WBE Company)

By: [Signature]
(Signature)

DANIEL COSTON, PRESIDENT
Print name/title of person executing on behalf of SBE-M/WBE

Revised 7/2/2013

Date: 6-18-18

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

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

PROJECT NUMBER: 2018ERM03 PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

TO: COSTON MARINE SERVICES INC.
(Name of Prime Bidder)

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

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

Date of Palm Beach County Certification: APRIL 17, 2016 TO APRIL 16, 2019

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

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
7	SUPPLY 9" x 18"	400 TM	65.00	20%
8	SUPPLY BEDDING STONE	700 TM	55.00	20%
9	SUPPLY SAND	200 TM	35.00	20%
10	SUPPLY FILTER FABRIC	4000 SY	2.75	20%
11	LOAD LUMBER 3'-4'	400 TM	70.00	20%
12	TRANSPORT 3'-4'	4000 TM	1.50	20%

at the following price or percentage 20%
(SBE Prime or Subcontractor's Quote)

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

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

Price or Percentage _____
(Name of Subcontractor)

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

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

COSTON MARINE SERVICES INC.
(Print name of SBE-M/WBE Company)

By: [Signature]
(Signature)

DANIEL COSTON, PRESIDENT
Print name/title of person executing on behalf of SBE-M/WBE

Revised 7/2/2013

Date: 6-18-18

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

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

PROJECT NUMBER: 2018ERM03 PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

TO: COSTON MARINE SERVICES, INC.
(Name of Prime Bidder)

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

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

Date of Palm Beach County Certification: APRIL 17, 2016 TO APRIL 16, 2019

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

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>03</u>	<u>LOADING AND UNLOADING MATERIAL</u>	<u>200 YD</u>	<u>75.00</u>	<u>20%</u>
<u>04</u>	<u>LOADING AND UNLOADING MATERIAL TOWER</u>	<u>12380 YD</u>	<u>1.80.00</u>	<u>20%</u>
<u>05</u>	<u>TRANSPORT CONC. ROOF MAT.</u>	<u>22310 YD</u>	<u>3.50</u>	<u>20%</u>
<u>06</u>	<u>LOAD UNLOAD FILTER FABRIC</u>	<u>4000 SF</u>	<u>5.00</u>	<u>20%</u>
<u>07</u>	<u>LOAD UNLOAD BEDDING SAND</u>	<u>700 YD</u>	<u>45.00</u>	<u>20%</u>
<u>08</u>	<u>LOAD UNLOAD ARMOR STONE</u>	<u>4400 YD</u>	<u>45.00</u>	<u>20%</u>

at the following price or percentage 20%
(SBE Prime or Subcontractor's Quote)

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

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

Price or Percentage _____
(Name of Subcontractor)

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

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

COSTON MARINE SERVICES, INC.
(Print name of SBE-M/WBE Company)
By: [Signature]
(Signature)

Daniel Coston, PRESIDENT
Print name/title of person executing on behalf of SBE-M/WBE

Revised 7/2/2013

Date: 6-18-18

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

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

PROJECT NUMBER: 2018ERM03 PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

TO: COSTON MARINE SERVICES, Inc.
(Name of Prime Bidder)

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

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

Date of Palm Beach County Certification: APRIL 17, 2016 TO APRIL 16, 2019

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

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
19	TRANSPORT ALL MATERIALS	24960 TON	1.25	20%
20	LOAD/INSTALL SAND	2200	18	20%
21	TRANSPORT SAND	15,400	1.25	20%
22	SUPPLY 14" CONCRETE PILES	60	40.00	20%
23	SUPPLY 12" STEEL PILES	60	125.00	20%
24	LOAD/INSTALL PILES IN SAND	3	2500	20%
25	LOAD/INSTALL INTO ROCK	3	3000	20%

at the following price or percentage 20%
(SBE Prime or Subcontractor's Quote)

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

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

Price or Percentage _____
(Name of Subcontractor)

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

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

COSTON MARINE SERVICES, Inc
(Print name of SBE-M/WBE Company)

By: [Signature]
(Signature)

DANIEL COSTON, PRESIDENT
Print name/title of person executing on behalf of SBE-M/WBE

Revised 7/2/2013

Date: 6-18-18

**ATTACHMENT NO. 5 TO BID FORM
TRENCH SAFETY AFFIDAVIT**

PROJECT NO.: 2018ERM03

PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

CONTRACTOR NAME: COSTON MARINE SERVICES, Inc.

DATE: 6-18-18

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

COSTON MARINE SERVICES, Inc. (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 (Slope, Trench Shield, etc.)	Cost (Per Linear ft. of trench, or per sq. ft. of shoring)
NA	NA	NA
	TOTAL	

[Signature]
(Signature)

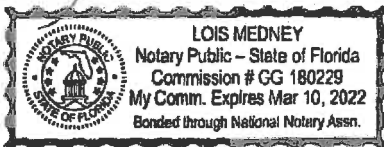
6-18-18 (Date) Title: PRESIDENT

State of FLORIDA
County of PALM BEACH

Subscribed and Sworn to (or affirmed) before me on the 18th day of JUNE, 2018 by DANIEL COSTON who 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



**ATTACHMENT NO. 6 TO BID FORM
LIVING WAGE CERTIFICATION**

PROJECT NO.: 2018ERM03

PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

CONTRACTOR NAME: COSTON MARINE SERVICES, INC.

CONTACT PERSON: DANIEL COSTON

CONTRACTOR ADDRESS: 228 Hibiscus Street Suite 4
Jupiter, FL 33458

CONTRACTOR PHONE: 561-747-4382

BID AMOUNT: \$1,500,795.00

1. Brief description of the service provided under the construction contract. INSTALLATION OF AMPHIBIAL REEFS, INSHORE BREAKWATER, & MISCELLANEOUS INSHORE CONSTRUCTION
2. A statement of wage levels for prospective employees. WAGES RANGE FROM \$14.00 PER HOUR TO \$35.00 PER HOUR.
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 1st thereafter per Section 2-149(b)(2) of the PBC Code (please indicate). WE WILL PAY EMPLOYEES AT OR ABOVE LIVING WAGE HOURLY RATE AND AGREE TO PAY AN ADJUSTED INCREASES ANNUALLY AS NEEDED.
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). YES WE AGREE AS STATED ABOVE.

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 18th day of JUNE, 2018.

 (Corporate Seal)


(Authorized Signature)

Daniel Coston, Pres.
(Print name and title)

**ATTACHMENT NO. 7 TO BID FORM
LIST OF RELATED WORK EXPERIENCE**

PROJECT NO.: 2018ERM03

PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

CONTRACTOR NAME: COSTON MARINE SERVICES, Inc.

DATE: 6-18-18

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 marine 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. NO EQUIPMENT TO BE LEASED
- 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.

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

[ATTACH ADDITIONAL PAGES AS NECESSARY]

ATTACHMENT NO. 8 TO BID FORM
E-VERIFY CERTIFICATION

FOR PROJECTS FUNDED BY CERTAIN STATE OF FLORIDA AGENCIES

PROJECT NO.: 2018ERM03

PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

Contract No. N/A

Financial Project No(s) N/A

Project Description: Construction of reefs, breakwaters and living shorelines throughout the County, 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

Vendor/Contractor acknowledges and agrees to the following:

1. Vendor/Contractor:

- (a) shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Vendor/Contractor to perform on a State-funded Work Order, when specified, during the term of the Contract; and
- (b) shall expressly require any subcontractors performing Work or providing services pursuant to State-funded Work Orders, when specified, to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

2. The successful Contractor shall maintain a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Company/Firm COSTON MARINE SERVICES, INC.

Authorized Signature: 

Title: PRESIDENT

Date: 6-18-18

**ATTACHMENT NO. 9 TO BID FORM (USE APPROPRIATE CERTIFICATE)
CERTIFICATE (Corporation)**

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

1. That he/she is the Secretary of COSTON MARINE SERVICES, Inc., a corporation organized and existing in good standing under the laws of the State of FLORIDA hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the 14 day of JULY, 2018, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

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

FURTHER RESOLVED, that DANIEL COSTON (name), the PRESIDENT (title) of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions were passed with the required corporate 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 Corporation is in good standing under the laws of the State of Florida or its state of incorporation, 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 and affixed the Corporate Seal of the Corporation the 18th day of JUNE, 2018.



[Handwritten Signature]
(Signature)

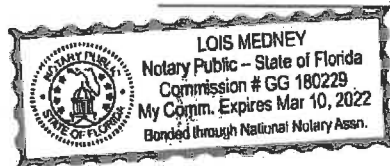
DANIEL COSTON
(Print Signatory's name
Its Secretary)

SWORN TO AND SUBSCRIBED before me this 18th day of JUNE, 2018, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced DANIEL COSTON as identification and who did take an oath.

[Handwritten Signature]
(Notary Signature)

LOIS MEDNEY
(Print Notary's Name) **NOTARY PUBLIC**

State of Florida at Large
My Commission Expires:



Edward Lynch, Chair

Construction Industry Licensing Board
of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-21984	MARINE CONSTRUCTION



Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.

NAME : DANIEL L COSTON

FIRM : COSTON MARINE SERVICES INC

DBA :

228 HIBISCUS ST

SUITE 4

JUPITER, FL 33458



Issued : 08/03/2017

Expiration date: 09/30/2019

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****
228 HIBISCUS
JUPITER, FL 33458-0000

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
33 MARINE CONTRACTOR	COSTON DANIEL L	U21984	B17.483369 - 07/21/17	\$27.50	B40168050

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

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

LBTR Number: 201577869
EXPIRES: SEPTEMBER 30, 2018

B2 - 222

COSTON MARINE SERVICES INC
COSTON MARINE SERVICES INC
228 HIBISCUS ST STE 4
JUPITER, FL 33458



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.

**Palm Beach County
Office of Small Business Assistance**

Certifies That

**Coston Marine Services, Inc.
Vendor # COST0014**

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from April 17, 2016 to April 16, 2019*

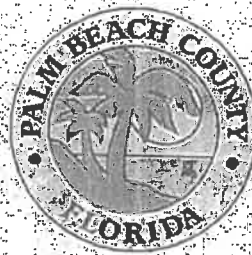
The following Services and/or Products are covered under this certification:

**Construction Services, General Marine
Dredging Services**

Palm Beach County Board of County Commissioners

Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor
Paulette Burdick
Shelley Vana
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor

County Administrator
Verdenia Baker

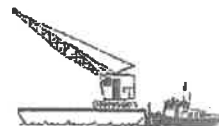
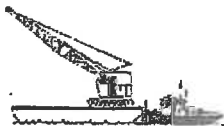



Allen F. Gray, Manager

02/23/2016

STATE LICENSED MARINE CONTRACTORS
B&M Marine Construction, Inc.
CGC052820
3500 S.W. 14 STREET DEERFIELD BEACH FL 33442
OFFICE: (954) 421-1700 • FAX (954) 427-5168
www.bm-marine.com

REPAIRS OF ALL KINDS
DOCKS & SEAWALLS
WOOD & CONCRETE
HELICAL PILES
PILING WORK
PIN PILES



June 18, 2018

To Whom It May Concern;

This letter is to acknowledge that Coston Marine Services, Inc. is a company that you can count on to implement your project on a timely manner. They have worked with us for many years on many projects in the past and they are currently working with us on Lauderdale Marine Center's total Marina Reconstruction Project.

The project is located in Ft. Lauderdale, Florida.

They are currently dredging and hauling away approximately 28,000 cubic yards of material for us with their contract estimated value of \$ 1,200,000.00.

The entire dredging portion of the project is self-performed by Coston Marine Services, Inc.

The many projects that we have worked on with Coston Marine Services, Inc. in the past, as well as the current project have been completed and are currently running in a timely manner.

Any changes to the project or modifications have been easily worked through.
We highly recommend using Coston Marine Services, Inc. in any of your project needs.

Sincerely,

A handwritten signature in cursive script, appearing to read "Glen Bryant". The signature is written in dark ink and is positioned above the printed name.

Glen Bryant
B & M Marine Construction, Inc.

North Palm Beach Marina
1037 Marina Drive
North Palm Beach, Florida 33408
Attn: Jim Nester
561-626-4919
Email: jnester@shmarinas.com

June 18, 2018

Recommendation Letter

To Whom It May Concern;

This letter is to acknowledge that Coston Marine Services, Inc. is a company that has worked with our Marina for many years as well as Old Port Cove Marina, which are owned by the same Corporation. Their commitment to service and integrity to the industry is impeccable. It is a pleasure working with them.

They have worked with us for many years. Whenever we need piling replaced or our seawall maintained, they are always there for us and can be counted on.

We are currently in contract with them to replace over 60 piling in our Marina as well as doing extensive rehabilitation work to our seawall king piles in our marina. The contracts are in excess of \$ 85,000.00 this year.

We are located in North Palm Beach.

The entire operation for the piling work as well as the seawall repairs are all done by Coston Marine Services, Inc.

The many projects that we have worked on with Coston Marine Services, Inc. usually takes quite a bit of coordination in which we have to have yachts moved from slips and jockey them around.

We highly recommend using Coston Marine Services, Inc. in any of your project needs.

Sincerely,



Jim Nester
General Manager
North Palm Beach Marina

COSTON MARINE SERVICES, INC.

228 Hibiscus Street, Suite 4

Jupiter, FL 33458

Office: 561-747-4382 Fax: 561-745-2387

Email: costonmarine@gmail.com

Palm Beach County Board of County Commissioners
c/o Environmental Resources Management Department
Attn: Jena McNeal
2300 North Jog Road, 4th Floor
West Palm Beach, Fl. 33411-2743

June 18, 2018

EXPERIENCE LETTER

Reference:

Project Name: Palm Beach County Artificial Reef & Breakwater Annual Contract

Project Number: 2018ERM03

To Whom It May;

This letter is to inform you that Coston Marine Services, Inc. has been the lead contractor for Palm Beach County ERMs Artificial Reef & Breakwater Annual Contract for the past 3 years since 2015.

We have been in business for over 20 years.

If you have any questions, please feel free to contact me at 561-747-4382 or by email at costonmarine@gmail.com.

Thank you,
Coston Marine Services, Inc.

Michael Bryant

Michael Bryant
Director of Operations

COSTON MARINE SERVICES, INC.

228 Hibiscus Street, Suite 4

Jupiter, FL 33458

Office: 561-747-4382 Fax: 561-745-2387

Email: costonmarine@gmail.com

Palm Beach County Board of County Commissioners
c/o Environmental Resources Management Department
Attn: Jena McNeal
2300 North Jog Road, 4th Floor
West Palm Beach, Fl. 33411-2743

June 18, 2018

REFERENCE LETTER

Reference:

Project Name: Palm Beach County Artificial Reef & Breakwater Annual Contract

Project Number: 2018ERM03

To Whom It May;

- | | |
|---|--|
| 1. B & M Marine Construction, Inc.
3500 SW 14 th Street
Deerfield Beach, Fl. 33442
Attn: Glen Bryant (954) 421-1700 | Project: Lauderdale Marine Center
Contract: February 9, 2018 |
| 2. Town of Palm Beach
951 Okeechobee Road
West Palm Beach, Fl. 33401
Attn: Robert Weber (561) 838-5440 | Project: Lake Worth Lagoon Waterway Access
Maintenance Dredging
Contract: January 31, 2018 |
| 3. Archipelago Community Association
30 Simara Street
Sewell's Point, Fl. 34996
Attn: Howard Preissman Cell: 772-341-4177 | Project: Archipelago Community Dredge Project
Contract: March 9, 2018 |

If you have any questions, please feel free to contact me at 561-747-4382 or by email at costonmarine@gmail.com.

Thank you,
Coston Marine Services, Inc.

Michael Bryant

Michael Bryant
Director of Operations

COSTON MARINE SERVICES, INC.

228 Hibiscus Street, Suite 4

Jupiter, FL 33458

Office: 561-747-4382 Fax: 561-745-2387

Email: costonmarine@gmail.com Cell Phone: 561-248-3978

2018 Primary Equipment List

1. 2015 25' Twin Screw 500 HP Steel Push Boat
2. 2015 Kawasaki 67Z7 (3 Yard) Front End Wheel Loader
3. 2012 Linkbelt 210 LR Excavator
4. 2012 Takeuchi Track Steer Loader
5. 2007 25' Twin Screw 500 HP Steel Push Boat
6. 2007 Volvo EC210LR Excavator
7. 2005 Volvo L60 Loader
8. Linkbelt LS-78 (27 Ton Crane)
9. Linkbelt LS-68 (16 Ton Crane)
10. 80' x 26' x 7' Spud Barge
11. 50' x 25' x 4' Spud Barge
12. IHI 55N Mini Excavator
13. 25' Fiberglass 450 HP Push Boat
14. 17' Skiff Work Boat
15. 16' Crew Work Boat
16. 16' x 12' Barge Floats
17. Portable Pontoon "A" Frame Barge
18. (3) 6" Hydraulic Dredge Pump
19. (3) Various Hydraulic Power Units
20. 2012 Subaru Forester
21. 2010 GMC Sierra
22. 2003 Ford F-250 4 x 4
23. 2002 Ford Ranger
24. 2005 Ford Escape
25. 2015 Honda Pilot
26. 2006 Ford E-250 Van
27. (2) Fuel Tanks; 250 gal and 500 gal
28. 18' Three (3) Axle Trailer
29. 16' Two (2) Axle Trailer
30. 6,000 lb. Forklift
31. Commercial Dive Station, Hard hats, Compressors, Filters, Communication Box, Hoses, etc.
32. Multiple Welders, Torches, Generators, Pumps, Tools, etc.
33. 22' Long Pile Leads with 3,200 lb. drop hammer.
34. 165 HP Cummins High Flow Jet Pump with Various Jet Rods and Hoses

(Continued)

35. 30' Long Steel Rock Punch with Carbide Teeth

36. 20 Cubic Yard Dewatering Dredge Container

37. Crane Mats

38. 300 Amp Welder, with custom trailer, and torches and job box.

Facilities

1. Office Condo

**228 Hibiscus Street, Suite 4
Jupiter, Fl. 33458**

2. Construction Yard

**845 15th Street
Lake Park, Florida**

COSTON MARINE SERVICES, INC.

228 Hibiscus Street, Suite 4

Jupiter, FL 33458

Office: 561-747-4382 Fax: 561-745-2387

Email: costonmarine@gmail.com Cell Phone: 561-248-3978

2018 Primary Equipment List

Dredge Equipment

- 1. 145' x 40' x 7' Steel Spud Barge**
- 2. 2015 25' Twin Screw 500 HP Steel Push Boat**
- 3. 2014 Volvo EC220DLR Excavator**
- 4. 2012 Takeuchi Track Steer Loader**
- 5. 16' Crew Work Boat**

- 6. 80' x 26' x 7' Spud Barge**
- 7. 2007 25' Twin Screw 500 HP Steel Push Boat**
- 8. 2012 Linkbelt 210 LR Excavator**
- 9. 17' Crew Work Boat**

Crane Barge (Turbidity Curtains and Piles)

- 10. 50' x 25' x 4' Spud Barge**
- 11. 25' Fiberglass 450 HP Push Boat**
- 12. Linkbelt LS-78 (27 Ton Crane)**

THIS CONTRACT, made and entered into on _____, 20___, between
PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the
"County" and **COSTON MARINE SERVICE**, hereinafter referred to as the Contractor".

Original

That the said Contractor having been awarded the Contract

PROJECT NAME: Palm Beach County
PROJECT NO.: 2018ERM03

Contract

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.

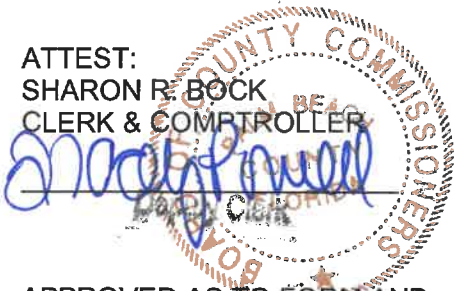
The Contractor acknowledges that the Work described by this Agreement shall be authorized by Work Order(s) and no minimum number or dollar value of Work Order(s) is promised under this Contract. The Contractor agrees to perform each Work Order issued by the County hereunder for the fixed prices to be 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 **One million, five hundred thousand, seven hundred ninety-five dollars (\$1,500,795.00)** ("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.

R2019 0225 FEB 05 2019

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER



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

By: Mack Bernard
Mayor **Mack Bernard**

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:

COSTON MARINE SERVICES, INC.
(Corporate Name)

a Florida corporation
(insert state of corporation)

By: [Signature]
(signatory)

Daniel Coston, President
(print signatory's name & title)

[Signature]
(witness signature)

Michael Bryant
(witness name printed)

October 22, 2018
(Contractor's signature date)

228 Hibiscus Street, Suite 4
(Contractor's Official Address)

Jupiter, FL 33458
(Contractor's City, State, Zip Code)

65-0850783
(Federal Tax No.)

COST0014

Palm Beach County Vendor #
Same as above

Payment Remittance Address

**CERTIFICATE
(Corporation)**

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

1. That he/she is the **Secretary** of COSTON MARINE SERVICES, INC., a corporation organized and existing in good standing under the laws of the State of FLORIDA hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the 14 day of JULY, 201998, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

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

FURTHER RESOLVED, that DANIEL COSTON (name), the PRESIDENT (title) of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions were passed with the required corporate 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 Corporation is in good standing under the laws of the State of Florida or its state of incorporation, 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 and affixed the Corporate Seal of the Corporation the 22 day of OCTOBER, 2018.

[Signature]

(Signature)

DANIEL COSTON - PRESIDENT

(Print Signatory's name)

Its Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 22ND day of OCTOBER, 2018, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

[Signature]

(Notary Signature)

LOIS MEDNEY

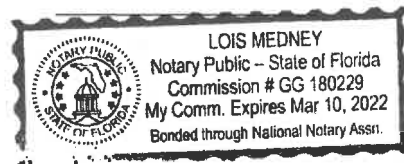
(Print Notary's Name)

NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

END OF SECTION



Client#: 1095566

COSTOMAR1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2018

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services, LLC, 500 Columbia Drive, Ste 102, West Palm Beach, FL 33409-2718, 561 693-0500. CONTACT NAME: Brian Cronin, PHONE: 561 693-0500, FAX: 855 420-6662, E-MAIL: brian.cronin@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Evanston Insurance Company (35378), INSURER B: Market American Insurance Company (28932), INSURER C: Granite State Insurance Company (23809), INSURER D: Federal Insurance Company (20281), INSURER E: AGCS Marine Insurance Company (22837), INSURER F: (blank).

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (9CD72381), B AUTOMOBILE LIABILITY (9CD72371), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WC065260083), D Equipment Floater (45466009), E Installation Fltr (MXI93080249).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Project #2018ERM03, PBC Artificial Reef and Breakwater Annual Contract (Contractor A).

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the State of Florida), their officers, directors, agents, and employees only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. (See Attached Descriptions)

CERTIFICATE HOLDER: Palm Beach County, c/o ERM, 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: B. M. Carl.

DESCRIPTIONS (Continued from Page 1)

As respects to the insureds operations.

Additional Insured and Waiver of Subrogation are included on the General Liability policy as per written contract.

PUBLIC CONSTRUCTION BOND

BOND NUMBER: _____ **CONTRACT R#:** _____
BOND AMOUNT: _____ **WORK ORDER #:** _____
CONTRACT AMOUNT: _____ **PROJECT NAME:** _____
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, 4th Floor
West Palm Beach, FL 33411-2743
CONTRACTING PUBLIC: (561) 233-2400
ENTITY'S PHONE:
CONTRACT NAME: Palm Beach County Artificial Reef and Breakwater Annual
Contract
CONTRACT PROJECT NO.: 2018ERM03
DESCRIPTION OF WORK: Construction of reefs, breakwaters and living shorelines
throughout the County, 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.

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor _____, as Principal and _____, a Corporation, as Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
c/o Environmental Resources Management Department
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

_____ Dollars (\$_____),

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 20__, entered into a contract with the County for

Contract Name: Palm Beach County Artificial Reef and Breakwater
Annual Contract
Contract Project No.: 2018ERM03

which contract, executed work order(s) and work order supplement(s) are by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

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 Artificial Reef and Breakwater Annual Contract, **Contract Project #** 2018ERM03, **Contract R#** _____ (the "Contract"), the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.
5. 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.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. 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 Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. 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.

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

Principal (Company Name) (Seal)

(witness signature)

(witness name printed)

By: _____
Signature

Print Name

Its: _____
Title

Surety (Name) (Seal)

(witness signature)

(witness name printed)

By: _____
Signature

Print Name

Its: _____
Title

Address

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 Artificial Reef and Breakwater Annual Contract, **Project No.:** 2018ERM03, 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 month 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 Artificial Reef and Breakwater
Annual Contract
PROJECT NO.: 2018ERM03**

GENERAL CONDITIONS

TABLE OF CONTENTS

ARTICLE		PAGE
1	Definitions	3
2	Preliminary Matters	5
3	Before Starting Construction	5
4	Pre-construction Conference	6
5	Intent and Amending Contract	7
6	Reuse of Documents	8
7	Occupying Private Land	8
8	Work in State and County Rights-of-Way and Easements	8
9	Work Adjacent to Telephone, Power, Water, Sewer, Drainage, Cable TV and Gas Company Structures	8
10	Use of Public Streets	8
11	Site Conditions	9
12	Obstructions	9
13	Dimensions of Existing Structures	10
14	Elevation Datum	10
15	Work to Conform	10
16	Location of Proposed Work	10
17	Bonds	10
18	Contractor's Insurance	11
19	Contractor's Responsibility	14
20	Discontinuance of Construction	16
21	Guarantee	16
22	Field Layout of Work	16
23	Specifications	17
24	Protection of Existing Property	17
25	Storage, Handling and Distribution of Materials	18
26	Salvaged Materials	18
27	Subcontracts	18
28	Permits	19
29	Employees	19
30	Florida Products and Labor	20
31	Non-discrimination	20
32	Sanitary Regulations	20
33	Taxes	20
34	Contractor's Use of Premises	20
35	Accident Prevention	21
36	Precautions During Adverse Weather	22
37	Indemnification	22
38	Non-assignable	23

39	Venue	23
40	Confidentiality, Publicity and Advertising	23
41	Work by Others	23
42	Changes in the Work	24
43	Change of Contract Price or Work Order Price	25
44	Change Procedures	28
45	Omitted Work	29
46	Changes Not to Affect Bonds	30
47	Continuing the Work	30
48	Change of Contract Term or Work Time	30
49	Extension of Time on Account of Inclement Weather	31
50	Liquidated Damages	32
51	Materials, Samples and Inspections	32
52	Work Security and Protection	34
53	Correction/Guarantee Period	35
54	Application for Progress Payment	36
55	Partial Utilization	38
56	Substantial Completion and Punchlist	38
57	Application for Final Payment	39
58	Record Documents	39
59	Final Payment and Acceptance	39
60	Contractor's Continuing Obligation	40
61	Final Payment Terminates Liability of County	41
62	County's Right to Terminate	41
63	County Remedies	42
64	Contractor's Right to Terminate or Stop Work	43
65	Title to Materials Found on the Work	43
66	Public Records	43
67	Right to Audit	44
68	Construction Schedule	45
69	Explosives and Hazardous Materials	46
70	Notice and Service	47
71	Waiver of Florida Statute Chapter 558	47
72	Contractor Furnished Drawings, Data and Samples	48
73	Cost Savings	50
74	Safety and Health Regulations	50
75	Best Management Practices for the Construction Industry	50
76	Performance During Emergency	51
77	Appropriation of Funds	51
78	No Third Party Beneficiary	51
79	Illegality	51
80	Cumulative Remedies	51

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 Bond, 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, in the form included in these documents, providing for the satisfactory completion of the Work and providing security for payment of all persons performing labor in connection with this Contract. Such bond shall 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. This Public Construction Bond 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 Bond(s). The form and conditions of the Bond 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 Bond 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 bond shall be written by a Surety Company of recognized standing, licensed to do business in the State of Florida, and having a resident agent in the State of Florida. The Surety Company shall hold a current certificate of authority as acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, current revision, entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bond shall be executed by an Attorney-in-Fact for the Surety Company with a certified copy of its Power of Attorney attached to the 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 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 the recorded bond(s). 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.

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) month 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) month 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. 5 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

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

31 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

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) month 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 Small Business Enterprise-Minority and Women's Business Enterprise (SBE-M/WBE) Schedule 3 and 4 forms, 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 and SBE-M/WBE Construction Activity Schedule 3 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, SBE Schedules, 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, if applicable, required State 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. SBE Schedules
2. Final Warranty of Title and Release
3. Contractor's Certification of Final Completion
4. Consent of Surety for Final Payment
5. Guarantee

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, if applicable, required State 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, 4th 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.

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.: 2018ERM03

PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

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. Projects located in the Glades ARE X ARE NOT anticipated under this Contract.
- B. Revise General Conditions, Articles 19 (Contractor's Responsibility), 27 (Subcontracts) and 41 (Work by Others) by adding the following:

The Contractor shall self-perform **not less** than 51% of the total Work Order amount, as amended, less the total amount for material purchase, land-based material transport/delivery, 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. Revise General Conditions, Definitions, Inclement Weather as follows [Artificial Reef projects]:

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. Adverse sea conditions is further defined as four foot (4') or greater significant wave height as recorded at the Station 41114 Ft. Pierce Scripps buoy.

F. State Requirements

A Work Order may be funded, in whole or in part, by the State of Florida. The following provisions are representative samples of State requirements. **State requirements not already identified in these Supplemental General Conditions shall be attached to the Work Order.** The Contractor shall insert all State Requirements in each of its subcontracts entered into in connection with the state funded Work Order. Upon request, the Contractor will furnish subcontract copies to the County.

State of Florida Department of Environmental Protection

1. Contractor and Subcontractor Insurance

The Contractor and subcontractors are required to name the State of Florida Department of Environmental Protection, and, if applicable, the Board of Trustees of the Internal Improvement Trust Fund, their employees, and officers as additional insureds on the general liability and automobile insurance policies. The Contractor and subcontractors are required to maintain all insurance coverages in accordance with the limits, terms and conditions set forth in the General Conditions of the Contract, which are stricter requirements than the State's.

2. 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, the State of Florida Department of Environmental Protection 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. The Contractor shall indemnify, defend and hold harmless the County and the State of Florida Department of Environmental Protection for any and all claims, actions, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the Contractor's breach of this Contract or failure to adhere to any requirements of the State of Florida Department of Environmental Protection grant or any permit authorizing the Work.
- c. 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.
- d. The indemnity provisions of this section shall survive the termination or expiration of this Contract.

3. Performance Measures

The Contractor warrants that: (1) the services will be performed by properly trained and qualified personnel who meet or exceed any specified training qualifications; (2) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (3) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (4) its employees, subcontractors and agents shall comply with any County and State of Florida Department of Environmental Protection security, safety and administrative requirements and processes, if provided by the County, for work done at the Project location(s). The County and State of Florida Department of Environmental Protection reserve the right to investigate or inspect Contractor's services or qualifications at any time. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the County's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met. The State of Florida Department of Environmental Protection retains the right to require County replace any subcontractor or employee working on a Project, for cause, including lack of qualifications, quality of work, change in security status (if applicable) or non-compliance with an applicable County or State of Florida Department of Environmental Protection policy.

4. 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 or the discriminatory vendor list during the life of the Contract. The Florida Department of Management Services is responsible for maintaining the discriminatory/convicted vendor list and posts the list on its website. Questions regarding the discriminatory/convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

5. Compliance with Federal, State and Local Laws

- a. The Contractor and all its subcontractors and agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, registration requirements, and those applicable to the services they are providing under the Contract. The Contractor shall include this provision in all subcontracts issued as a result of this Contract.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

6. Not Applicable

7. Record Keeping

The Contractor shall maintain and shall require its subcontractors maintain all books, records and documents directly pertinent to performance on the Project or under this Contract in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The County, State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following the completion date or termination of the Contract. In the event that any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

8. Audits

- a. Inspector General. The Contractor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its Subcontracts issued under this Contract, if any, impose this requirement, in writing, on its sub-contractors.
- b. Physical Access and Inspection. State personnel shall be given access to and may observe and inspect work being performed under this Contract, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Contractor shall provide access to any location or facility on which Contractor is performing work, or storing or staging equipment, materials or documents;
 - ii. Contractor shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Contract; and,
 - iii. Contractor shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Contract.

(The remainder of this page is left blank intentionally)

9. Subcontracting

- a. The County's requiring a replacement employee, subcontractor or agent under Section 3 Performance Measures shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Contractor shall be responsible for the payment of all monies due under any subcontract. The County shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- b. The State and County support diversity in their procurement programs and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

10. 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 not intended to, nor 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 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 the State of Florida Department of Environmental Protection.

11. Suspension of Work

In the event the State of Florida Department of Environmental Protection issues a stop-work order, or suspends work on the Project, the County shall issue a stop-work order to Contractor. The County will work with the State of Florida Department of Environmental Protection to resolve the suspension which could be due to budgetary constraints, declarations of emergency, or other such circumstances. Contractor shall not be entitled to additional compensation as a result of a State-imposed work suspension.

State of Florida, Florida Fish and Wildlife Conservation Commission (FWC)

Contractors working on FWC-funded projects shall comply with all requirements contained herein and in addition, shall pay special attention to compliance with requirements described in sections 4, 5a., 6, 7, 8, and 10 above. In addition, the Contractor shall comply with the following requirements.

12. Contractor and Subcontractor Staff Training and Qualifications

Contractor and subcontractors staff shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

13. FWC Security

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the FWC. The FWC may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The FWC may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work,

change in security status, or non-compliance with the FWC's other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The FWC, in coordination with the County and Contractor, may reject and bar from any facility for cause any of Contractor's employees, subcontractors or agents.

14. Contractor and Subcontractors as Independent Contractors

If subcontracting is permitted, The Contractor agrees to take such action as may be necessary to ensure that it and each subcontractor will be deemed an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

15. FWC Right to Reject Subcontractor Employees

The FWC in coordination with the County and Contractor shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the FWC's judgment, are insufficient.

16. No Third Party Rights

The Parties hereto do not intend nor shall this Contract be constructed to grant any rights, privileges or interest to any person not a party to this Contract.

17. Employment Eligibility Verification (E-Verify)

- i. Requirement to Use E-Verify- Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires FWC-funded contracts in excess of nominal value to expressly require the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and, 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- ii. E-Verify Online- E-Verify is an internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/qc_1185221678150.shtm
- iii. Enrollment in E-Verify- If Contractor or subcontractors does not have an E-Verify MOU in effect, the Contractor and subcontractors must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.
- iv. E-Verify Recordkeeping- The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County, FWC or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be

accessed from the "Edit Company Profile" link on the left navigation menu of the E-verify employer's homepage).

- v. Employment Eligibility Verification- Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract.

END OF SECTION

APPENDIX A

CERTIFICATION OF COMPLIANCE WITH THE LIVING WAGE ORDINANCE

PROJECT NO. 2018ERM03
PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

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 Artificial Reef and Breakwater Annual Contract
PROJECT NO.: 2018ERM03

(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, 4th Floor
Address
West Palm Beach, FL 33411

BY _____
Melissa McKinlay, Mayor

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

**SCHEDULE 1 FOR CHANGE ORDER NO. _____
LIST OF PROPOSED SBE-M/WBE PARTICIPATION**

PROJECT NAME OR BID NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract **PROJECT NO. OR BID NO:** 2018ERM03

NAME OF PRIME BIDDER: _____ **ADDRESS:** _____

CONTACT PERSON: _____ **PHONE NO.:** _____ **FAX NO.:** _____

BID OPENING DATE: _____ **USER DEPARTMENT:** Environmental Resources Management

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

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
	<u>M/WBE</u>	<u>SBE</u>	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total _____

Total Change Order Price \$ _____ **Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work** _____

I hereby certify that the above information accurate to the best of my knowledge _____

Signature _____ Title _____

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

Revised 7/2/2013

**OSBA SCHEDULE 2 FOR CHANGE ORDER NO. _____
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

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

PROJECT NUMBER: 2018ERM03 **PROJECT NAME:** Palm Beach County Artificial Reef and Breakwater Annual Contract

TO: _____
(Name of Prime Bidder)

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

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

Date of Palm Beach County Certification: _____

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

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

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

Price or Percentage _____
(Name of Subcontractor)

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

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

Print name of
SBE-M/WBE Company

By: _____
(Signature)

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

Revised 7/2/2013

Date: _____

WORK ORDER
ANNUAL CONTRACT

PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

PROJECT NO.: 2018ERM03

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 Supplemental General Conditions, and, these attachments, which are incorporated herein, including [permit citations], [Location Map], [plansheets], [easements], and [additional 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: _____ 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
SBE Schedule(s) 1, 2 for Work Order
Additional State Requirements
Scope, Permits, Plansheets, Easements
Budget Availability Statement
Contract History

c: Clerk Finance
Contract Development and Control
ERM FSS

**SCHEDULE 1 FOR WORK ORDER NO. ____
LIST OF PROPOSED SBE-M/WBE PARTICIPATION**

PROJECT NAME OR BID NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract PROJECT NO. OR BID NO: 2018ERM03

NAME OF PRIME BIDDER: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____ FAX NO.: _____

BID OPENING DATE: _____

USER DEPARTMENT: Environmental Resources Management

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

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total

Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work _____

Total Work Order Price \$ _____

I hereby certify that the above information accurate to the best of my knowledge _____

Signature

Title

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

Revised 7/2/2013

**OSBA SCHEDULE 2 FOR WORK ORDER NO. _____
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

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

PROJECT NUMBER: 2018ERM03 **PROJECT NAME:** Palm Beach County Artificial Reef and Breakwater Annual Contract

TO: _____
(Name of Prime Bidder)

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

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

Date of Palm Beach County Certification: _____

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

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

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

Price or Percentage _____
(Name of Subcontractor)

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

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

Print name of
SBE-M/WBE Company

By: _____
(Signature)

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

Revised 7/2/2013

Date: _____

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.: 2018ERM03**

**Project Name: Palm Beach County Artificial Reef and Breakwater Annual Contract
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 (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:

<u>None</u>	<u>None</u>
Design Professional	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.: 2018ERM03

PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract
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, 4th Floor
West Palm Beach, FL 33411

Director
Environmental Resources Management Department

DATE _____

WORK ORDER SUPPLEMENT NO. _____

(Mark applicable category:)

- | | |
|-------------------------------------|---|
| _____ Owner Initiated | _____ Quantity Overruns/Underruns |
| _____ Differing Site Conditions | _____ Request By Another Agency/Outside Party |
| _____ Zoning/Code/Ordinance Changes | _____ A. Reimbursable |
| _____ Errors/Omissions/In Design | _____ B. Non-Reimbursable |
| | _____ Other |

PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

PROJECT NO.: 2018ERM03 **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 increased/decreased by this Supplement	\$ _____
The New Work Order Price including this Supplement will be	\$ _____
The Work Order Time will be increased/decreased by	_____
The Date of Substantial Completion including this Supplement	_____
The Date of Final Completion including 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>
CONTRACTOR	OWNER
_____	<u>c/o ERM, 2300 N. Jog Road, 4th Floor</u>
Address	Address
_____	<u>West Palm Beach, FL 33411</u>
BY _____	BY _____
ITS _____	Director
[Title]	Environmental Resources
	Management Department
DATE _____	DATE _____

**SCHEDULE 1 FOR WORK ORDER SUPPLEMENT NO. ____
LIST OF PROPOSED SBE-M/WBE PARTICIPATION**

PROJECT NAME OR BID NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract PROJECT NO. OR BID NO: 2018ERM03

NAME OF PRIME BIDDER: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____ FAX NO.: _____

BID OPENING DATE: _____

USER DEPARTMENT: Environmental Resources Management

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

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
	Minority Business	Small Business					
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)							
Total			_____	_____	_____	_____	_____

Total Work Supplement Price \$ _____

Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work _____

I hereby certify that the above information accurate to the best of my knowledge _____
Signature Title

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

Revised 7/2/2013

**OSBA SCHEDULE 2 FOR WORK ORDER SUPPLEMENT NO. _____
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

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

PROJECT NUMBER: 2018ERM03 **PROJECT NAME:** Palm Beach County Artificial Reef and Breakwater Annual Contract

TO: _____
(Name of Prime Bidder)

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

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

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

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

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

Price or Percentage _____
(Name of Subcontractor)

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

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

Print name of
SBE-M/WBE Company

By: _____
(Signature)

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

Revised 7/2/2013

Date: _____

**OSBA SCHEDULE 3 FOR WORK ORDER NO. _____
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ PROJECT#: 2018ERM03

PROJECT NAME Palm Beach County Artificial Reef and Breakwater Annual Contract

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

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

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

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

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

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

Revised 9/7/2011

WARRANTY OF TITLE AND RELEASE
(For Periodic Progress Payments)

INVOICE #: _____
INVOICE PERIOD ___ / ___ /20___ **TO** ___ / ___ /20___
PROJECT NO.: 2018ERM03
PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract
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.

7. a. During this Invoice Period, the Contractor or its subcontractors employed the following apprentice(s) that Contractor considers eligible for Apprentice Incentive wage reimbursement upon Substantial Completion of the Work Order pursuant to Instructions to Bidders, Section 3.6: None, unless set forth as follows:

b. During this Invoice Period, the Contractor or its subcontractors employed the following Glades Employee(s) that Contractor considers eligible for Glades Resident Incentive wage reimbursement upon Substantial Completion of the Work Order pursuant to Instructions to Bidders, Section 3.7: None, unless set forth as follows:

c. The Contractor or its subcontractors intend to employ, on the Project, the following apprentice(s) and/or Glades Employee(s) that Contractor considers eligible for wage reimbursement(s) upon Substantial Completion of the Work Order pursuant to Instructions to Bidders, Sections 3.6, 3.7: None, unless set forth as follows:

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

STATEMENT OF UNRESOLVED CLAIMS

PROJECT NO.: 2018ERM03

PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

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.: 2018ERM03

PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract

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'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 Artificial Reef and Breakwater Annual Contract

PROJECT NO.: 2018ERM03 **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: _____ (Director) _____ (Print Name)

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 Artificial Reef and Breakwater Annual Contract

PROJECT NO.: 2018ERM03 **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 Artificial Reef and Breakwater Annual Contract

PROJECT NO.: 2018ERM03 **WORK ORDER NO.:** _____

PROJECT LOCATION: Multiple locations in the Atlantic Ocean, inlets, Lake Worth Lagoon and Intracoastal Waterway within 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 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 Public Construction Bond # _____ 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.: 2018ERM03, Palm Beach County Artificial Reef and Breakwater Annual Contract** 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 or to Become 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.

10. a. Contractor or its subcontractors employed the following apprentice(s) that Contractor considers eligible for Apprentice Incentive wage reimbursement on the Project pursuant to Instructions to Bidders, Section 3.6: None, unless set forth as follows: _____.

b. Contractor or its subcontractors employed the following Glades Employee(s) that Contractor considers eligible for Glades Resident Incentive wage reimbursement on the Project pursuant to Instructions to Bidders, Section 3.7: None, unless set forth as follows: _____.

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

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 Artificial Reef and Breakwater Annual Contract, **Project No.:** 2018ERM03, 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 month 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

APPENDIX B

POST BID INFORMATION

(If requested by the County)

**PROJECT NAME: Palm Beach County Artificial Reef and Breakwater Annual Contract
PROJECT NO.: 2018ERM03**

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: _____

**PALM BEACH COUNTY
ARTIFICIAL REEF & BREAKWATER ANNUAL CONTRACT**

PROJECT NUMBER 2018ERM03

TECHNICAL SPECIFICATIONS

**PALM BEACH COUNTY
ARTIFICIAL REEF & BREAKWATER ANNUAL CONTRACT
TECHNICAL SPECIFICATIONS**

TABLE OF CONTENTS

1.	SCOPE OF WORK.....	TS-3
2.	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.....	TS-3
3.	CONFLICTS.....	TS-4
4.	DEFINITIONS.....	TS-4
5.	REQUIRED SUBMISSIONS	TS-5
6.	PERMITS, LICENSES, CERTIFICATIONS, APPROVALS, AND EASEMENTS.....	TS-6
7.	ENVIRONMENTAL MONITORING AND PROTECTION PLAN.....	TS-7
8.	QUALITY ASSURANCE.....	TS-10
9.	SAFETY PLAN.....	TS-16
10.	OPERATIONS PLAN.....	TS-17
11.	EXCLUSION OF THE PUBLIC.....	TS-18
12.	PROTECTION OF WORK.....	TS-19
13.	INSPECTION NOTIFICATION.....	TS-19
14.	EQUIPMENT MOBILIZATION AND DEMOBILIZATION.....	TS-19
15.	QUANTITY MEASUREMENTS.....	TS-21
16.	STAGING AREA.....	TS-21
17.	SUPPLY LIMESTONE, SAND AND FILTER FABRIC	TS-21
18.	ARTIFICIAL REEF CONSTRUCTION.....	TS-31
19.	ARTIFICIAL REEF CONSTRUCTION – PROJECT TYPES.....	TS-33
20.	BREAKWATER CONSTRUCTION	TS-35
21.	MISCELLANEOUS INSHORE CONSTRUCTION.....	TS-39
22.	SURVEYS.....	TS-40
23.	PAYMENT.....	TS-41
24.	WEATHER CONDITIONS.....	TS-42

**PALM BEACH COUNTY
ARTIFICIAL REEF & BREAKWATER ANNUAL CONTRACT
TECHNICAL SPECIFICATIONS**

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 construction of artificial reefs, breakwaters and habitat restoration projects in Palm Beach County as depicted on Figure 1.

The work entails providing and/or transporting and placement of materials 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.

Anticipated Work Orders under the initial two-year Contract include: Andrew Red Harris Foundation Reef, Palm Beach County Fishing Foundation Reef, the *USS Clamagore* Commemorative Reef, Monceaux Living Shoreline and Various Reef and Breakwater Projects as depicted on the Site Location Map (Figure 1) and the Schedule of Estimated Quantities (Figure 2). The timing of these Work Order approvals is contingent on site conditions, grant funding and agency permitting. The Engineer's Estimate for the initial two-year term is \$1.2 million. The Contract price for Year 3, if renewed, shall not exceed \$500,000.

2. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

- 2.1 The CONTRACTOR shall (a) commence mobilization for each Work Order under this Contract within fifteen (15) calendar days after the date of issuance of the Notice to Proceed, unless otherwise mutually agreed to in writing by the CONTRACTOR and COUNTY, (b) prosecute the work diligently, and (c) complete all work within the time identified in the specific Work Order. The accepted schedule shall become the Contract completion schedule for all purposes including assessment of liquidated damages.

5.1 Within ten (10) calendar days after the issuance of each Work Order, the CONTRACTOR shall submit the following items for review and approval by the COUNTY:

5.1.1 Letter of Understanding: The CONTRACTOR will confirm that they have read, understand, and will abide by all terms and conditions of the Work Order and all of the permits, easements and any applicable ordinances, statutes, laws, rules, regulations and standards, i.e., OSHA, which may affect the Work Order and that they shall take responsibility for ensuring that their subcontractors have the same understanding and agree to abide by the same terms and conditions.

5.1.2 Permits, Licenses, Certifications, Approvals, and Easements (See Section 6)

5.1.3 Environmental Monitoring and Protection Plan (See Section 7)

5.1.4 Quality Assurance (QA) Plan (See Section 8)

5.1.5 Safety Plan (See Section 9)

5.1.6 Operations Plan (See Section 10)

6. PERMITS, LICENSES, CERTIFICATONS, APPROVALS, AND EASEMENTS

6.1 Compliance: The CONTRACTOR shall comply with all requirements of the permits, easements, and conditions of the Contract Documents. The CONTRACTOR shall post copies of all permits conspicuously on the job site. Any other licenses or approvals required for the execution of this work shall be secured and paid for by the CONTRACTOR. The CONTRACTOR shall be responsible for ensuring that all project personnel of the CONTRACTOR and their subcontractors are fully aware of and abide by all applicable requirements and conditions stated in the attached permits and any applicable ordinances, statutes, laws, rules or regulations which may affect this project or the CONTRACTOR's/subcontractor's work under this project, including but not limited to safety regulations and minimum wage regulations. The CONTRACTOR further agrees to be solely responsible for ensuring their personnel and subcontractors are informed of any modifications to any such applicable permits, ordinances, statutes, laws, rules or regulations.

6.2 Non-Compliance: The CONTRACTOR shall immediately notify the COUNTY of any non-compliance with the permits, easements or terms and conditions of this contract. Any non-compliance noted by the COUNTY shall be brought to the attention of the CONTRACTOR and the appropriate regulatory agencies. The responsible regulatory agency will determine the action to be taken and the COUNTY will notify the CONTRACTOR. Such actions may include temporarily discontinuing construction of the project. The CONTRACTOR shall comply and require all subcontractors to comply with all applicable Federal, State or local laws or regulations, permits, easements and all elements of the Environmental Protection Plan. The CONTRACTOR shall be liable for any actions, delays and costs resulting from any violation or non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or subcontractors.

7. ENVIRONMENTAL MONITORING AND PROTECTION PLAN

7.1 Environmental Monitoring and Protection Plan: The CONTRACTOR shall prepare an Environmental Monitoring and Protection Plan addressing the minimization and/or prevention of environmental damage and pollution resulting from all operations under this contract. The Plan will be discussed at the Pre-Construction Conferences and the COUNTY may, at their discretion, specify revisions to be incorporated by the CONTRACTOR. COUNTY approval of the Plan shall be a required prerequisite to the start of construction. The CONTRACTOR'S Project Construction Manager shall be responsible for the implementation of the Plan and shall attend the Pre-Construction Conferences. This item and the associated work shall be completed at the expense of the CONTRACTOR. The Environmental Monitoring and Protection Plan will be dated and endorsed by the individual in charge of the construction and shall include, but not be limited to, the following:

7.1.1 A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control, and abatement that are applicable to the CONTRACTOR'S proposed operations and the requirements imposed by those laws, regulations, and permits.

7.1.2 Methods for Protection of Features and Habitats to be Preserved within Authorized Work Areas. The CONTRACTOR shall prepare a listing of methods to protect resources needing protection, i.e., reefs, air and water

quality, fish and wildlife, soil, historical, archeological and cultural resources.

- 7.1.3 Procedures to be implemented to provide the required environmental protection and to comply with the applicable permits, laws, and regulations. The CONTRACTOR shall provide written assurance that immediate corrective action will be taken to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
- 7.1.4 Identification: A statement identifying person(s) who will be responsible for implementation of the Environmental Protection Plan. The CONTRACTOR personnel responsible shall report directly to the CONTRACTOR'S top management and shall have the authority to act for the CONTRACTOR in all environmental protection matters.
- 7.1.5 A Statement acknowledging that the CONTRACTOR is responsible for environmental protection, including all of the CONTRACTOR'S personnel and subcontractors.
- 7.1.6 Turbidity Control (Bid Item 1): The CONTRACTOR shall provide adequate turbidity containment and control to prevent any turbidity violations from occurring due to stormwater runoff during storage of rocks and other materials at the staging area, placement of rocks and other materials at the project construction sites, and during all other project operations. Turbidity containment within the Lake Worth Lagoon or Intracoastal Waterway may include the use of floating turbidity curtains with weighted skirts that extend to within 1 ft. of the bottom to be placed around the deployment area. Washing may be required for the rock to be sufficiently clean to avoid creating turbidity problems.
- 7.1.7 Turbidity Monitoring (Bid Item 2): The CONTRACTOR shall provide all labor, equipment, and materials necessary to obtain, analyze and report turbidity levels in accordance with the water quality monitoring requirements specified in the Contract Documents. The CONTRACTOR shall monitor turbidity twice daily during a pre-determined number of days for each Work Order, during the placement of material and as otherwise

necessary, to comply with State and Federal Permits. If turbidity levels exceed the limits detailed in the Contract Documents, the construction operations shall be modified, at the CONTRACTOR'S expense, to maintain compliance. The COUNTY reserves the option to accompany the CONTRACTOR during any or all turbidity sampling activities.

- 7.1.8 Turbidity Reporting (Bid Item 2): Turbidity Monitoring Reports and Charts shall be submitted to the COUNTY daily during turbidity generating activities or when requested by the COUNTY as part of the Contractor's Daily Quality Control Report. Turbidity readings shall be reported in Nephelometric Turbidity Units (NTUs). Also reported will be date and time of nephelometer calibration, sample collection and sample analysis; water depth; sample depth and position.
- 7.1.9 Protection of Marine and Estuarine Resources: The CONTRACTOR shall avoid impacts to any protected species including manatees, other marine mammals, sea turtles, and existing artificial and natural reefs and seagrasses and mangroves. Construction shall be limited to daylight hours only. The CONTRACTOR shall instruct all personnel associated with construction of the project about the presence of manatees in the vicinity of the work area and the need to avoid collisions with animals. For minimal depths projects, such as oyster reefs and breakwaters and nearshore reefs, care shall be taken to avoid impacts to seagrasses, mangroves, and reefs. All personnel should be advised there are civil and criminal penalties for harming, harassing, or killing protected species or damaging reefs, seagrasses or mangroves.
- 7.1.10 Navigation Concerns. The CONTRACTOR shall insure that no obstruction to navigation channels is created during the conduct of any project. All vessels shall operate at minimum speeds necessary to maintain steerage while operating in shallow waters or channels where the draft of the vessel provides less than 3 feet clearance from the bottom. The CONTRACTOR shall immediately stop work and notify the COUNTY and Florida Fish & Wildlife Conservation Commission of any collision with, or injury to, manatees, other endangered species or reefs.

7.2 Pollution Prevention. The CONTRACTOR shall continuously monitor and manage all construction activities to comply with the following environmental requirements for pollution prevention:

7.2.1 Noise: The CONTRACTOR shall make all possible efforts to minimize noise. All hauling equipment used on this work shall be equipped with satisfactory mufflers or other noise abatement devices. The CONTRACTOR shall conduct operations in compliance with all Federal, State, and local laws pertaining to noise. The use of horns, whistles, signals, shall be held to the minimum necessary in order to ensure as quiet an operation as possible while maintaining safety on the job site.

7.2.2 Solid Wastes: Solid wastes (trash) shall be placed in containers, which the CONTRACTOR shall empty on a regular schedule. All handling and disposal shall be conducted to prevent contamination. Nothing shall be disposed overboard into the ocean or inshore waters.

7.2.3 Oil and Hazardous Material Spills and Containment: All hazardous material spills, including hydraulic fluid spills, shall be immediately reported to the COUNTY. All hazardous material spills shall be immediately cleaned up in accordance with all applicable laws and regulations.

7.3 Historical, Archeological, and Cultural Resources: If during construction activities, the CONTRACTOR observes or encounters items that may have historical or archeological value; such items shall be reported immediately to the COUNTY so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition is required. The CONTRACTOR shall cease all activities that may result in the destruction of these resources and shall prevent his employees and subcontractors from trespassing on, removing, or otherwise damaging such resources. The CONTRACTOR shall report any observed unauthorized removal or destruction of such resources by any person to the COUNTY.

8. QUALITY ASSURANCE

8.1 The CONTRACTOR shall be solely responsible for assuring the quality of all work conducted by the CONTRACTOR or their subcontractors in association with the contract for this project. The CONTRACTOR shall designate a Quality Assurance

(QA) Officer for this contract to assume responsibility for compliance with all requirements of this contract including permit conditions, easements, statutes, laws and applicable regulations. The CONTRACTOR shall prepare a Quality Assurance Plan specifying Quality Control (QC) procedures for all critical components of the work. The CONTRACTOR shall provide the COUNTY access to all QC procedures, data, and reports at any time at the request of the COUNTY. All costs related to activities associated with QA/QC shall be borne by the CONTRACTOR.

The CONTRACTOR shall revise the QA Plan at the discretion of the COUNTY. COUNTY approval of the QA Plan shall be a required prerequisite to the start of construction

The QA Plan shall include but not be limited to the following:

- 8.1.1 Letter of Appointment designating a QA Officer(s), describing responsibilities, providing qualifications and delineating the line of authority and organizational reporting requirements of the QA Officer.
- 8.1.2 Personnel Training: Personnel responsible for initial training and dissemination of updated information throughout the term of the contract shall be specified as well as a comprehensive list of training issues covered. Training shall include review of all applicable Technical Specifications, permit conditions, licenses, easements, statutes, laws, and other regulations, environmental resource protection, methods of detecting and avoiding pollution, and statutory and contractual pollution standards. QA/QC and supervisory personnel shall be thoroughly trained in the proper use of pollution monitoring devices and abatement equipment, and shall be thoroughly knowledgeable of applicable Federal, State, and local laws, regulations, permits, easements and other applicable requirements.
- 8.1.3 Quality Control Methods shall include those requirements specified for monitoring and environmental protection, equipment calibrations, verification of the position of the barge, turbidity monitoring, processed material testing and any other methods the CONTRACTOR proposed to assure the quality of their work. These methods shall also be used for any and all work that will be performed by subcontractor(s).

- 8.1.4 QC Reporting Requirements shall be specified in the QA Plan. The CONTRACTOR is required to prepare and submit to the COUNTY the Contractor's Daily Quality Control Report including the Turbidity Report in the format attached to the end of this section. The Daily Reports shall include all work activity, weather and sea conditions, personnel, materials list, truck tickets and/or barge surveys for all barge loads and on-site equipment daily from the first day of mobilization through the last day of work including site restoration. Reports shall be provided daily in electronic format with signed daily reports submitted weekly, and shall describe each day's work and include a narrative describing the length and nature of any delays in work. The report is required from the first day of mobilization through the last day of work including site restoration.
- 8.1.5 QA Inspections: All compliance inspections conducted by the CONTRACTOR or the COUNTY shall be individually recorded on the Contractor's Daily Quality Control Report. The inspector shall also record the recommended corrective action to be taken and shall conduct a follow-up inspection within 24 hours to ensure compliance with the corrective action.
- 8.1.6 QA/QC Deficiencies: The CONTRACTOR is responsible for implementing any corrective actions recommended by the Quality Assurance Officer or the COUNTY. Reported deficiencies shall require follow-up inspection within 24 hours by the CONTRACTOR'S Quality Assurance Officer and/or the COUNTY. Recurring deficiencies in an item or items may indicate inadequacies in the Quality Assurance Plan and the CONTRACTOR may be required to revise the QA Plan as directed by the COUNTY and advise appropriate personnel of any modifications required.

(The remainder of this page left blank intentionally)

SAMPLE MONITORING REPORT

A report including requirements from the project permits will be included with each Work Order.

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR TURBIDITY MONITORING

STATION 1: BACKGROUND

METHOD: Daily, as required by the COUNTY, during nearshore rock placement and turbidity generating activities. Samples will be drawn from mid-water depths, 500 feet up stream of the WORK & outside any visible plume.

STATION 2: COMPLIANCE

METHOD: Daily, as required by the COUNTY, during turbidity producing operations. Samples will be drawn from mid-water depth, 500 feet downstream of any construction activity & within the densest portion of any visible plume.

	Background	Station 1	Station 2	Supplemental
Sample Collection Date				
Sample Collection Time				
DGPS EASTING				
DGPS NORTHING				
Instrument Calibration				
Depth of Water Body				
Mid Water Sample Depth (ft)				
Analysis Time				
NTU Replicate 1				
NTU Replicate 2				
NTU Average				

COMMENTS:

Antecedent weather conditions:

Wind direction and velocity:

Weather Conditions:

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 in the Environmental Specifications and Quality Assurance Plan for this project and are in compliance with all required permits.

Authorized Technician

Date

9. SAFETY PLAN

9.1 The CONTRACTOR shall specify all safety inspection procedures and designate personnel responsible for supervising accident prevention activities and insuring compliance with safety measures. The CONTRACTOR shall provide a Safety Plan which shall include but not be limited to the following:

9.1.1 Letter of Appointment: Designating a Safety Officer(s), describing responsibilities, providing qualifications and delineating the line of authority and organizational reporting requirements of the Safety Officer.

9.1.2 OSHA Standards: The CONTRACTOR shall review the latest U.S. Army Corps of Engineers Manual, General Safety Requirements EM 385-1-1 and the latest Occupational Safety and Hazard Agency (OSHA) standards and become fully knowledgeable of the personal protective equipment that must be provided workers and shall be familiar with the safety standards applicable to the prevention of accidents during the construction of this project and shall comply with all applicable provisions.

9.1.3 Medical Emergencies Plan: The criteria for designating a medical emergency and the procedures to be followed shall be specified by the CONTRACTOR. These procedures shall include local information relative to emergency treatment facilities and methods of transporting personnel if necessary.

9.1.4 Weather Conditions: The Project Area may be affected by tropical storms and hurricanes and by windy and/or rainy weather, including severe electrical storms. The CONTRACTOR shall be responsible for obtaining information concerning conditions that could influence Project operations prior to making a bid.

9.1.5 Hurricanes and Severe Storms Plan: The CONTRACTOR shall monitor the NOAA marine weather broadcasts and other local commercial weather forecasting services during construction operations. The CONTRACTOR shall notify the COUNTY at the time of any decision to move equipment in preparation for potential storms. The CONTRACTOR shall submit to the COUNTY a detailed plan of response for the approach of hurricanes or severe storms.

SAMPLE MONITORING REPORT

A report including requirements from the project permits will be included with each Work Order.

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR TURBIDITY MONITORING

STATION 1: BACKGROUND

METHOD: Daily, as required by the COUNTY, during nearshore rock placement and turbidity generating activities. Samples will be drawn from mid-water depths, 500 feet up stream of the WORK & outside any visible plume.

STATION 2: COMPLIANCE

METHOD: Daily, as required by the COUNTY, during turbidity producing operations. Samples will be drawn from mid-water depth, 500 feet downstream of any construction activity & within the densest portion of any visible plume.

	Background	Station 1	Station 2	Supplemental
Sample Collection Date				
Sample Collection Time				
DGPS EASTING				
DGPS NORTHING				
Instrument Calibration				
Depth of Water Body				
Mid Water Sample Depth (ft)				
Analysis Time				
NTU Replicate 1				
NTU Replicate 2				
NTU Average				

COMMENTS:

Antecedent weather conditions:

Wind direction and velocity:

Weather Conditions:

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 in the Environmental Specifications and Quality Assurance Plan for this project and are in compliance with all required permits.

Authorized Technician

Date

9. SAFETY PLAN

9.1 The CONTRACTOR shall specify all safety inspection procedures and designate personnel responsible for supervising accident prevention activities and insuring compliance with safety measures. The CONTRACTOR shall provide a Safety Plan which shall include but not be limited to the following:

9.1.1 Letter of Appointment: Designating a Safety Officer(s), describing responsibilities, providing qualifications and delineating the line of authority and organizational reporting requirements of the Safety Officer.

9.1.2 OSHA Standards: The CONTRACTOR shall review the latest U.S. Army Corps of Engineers Manual, General Safety Requirements EM 385-1-1 and the latest Occupational Safety and Hazard Agency (OSHA) standards and become fully knowledgeable of the personal protective equipment that must be provided workers and shall be familiar with the safety standards applicable to the prevention of accidents during the construction of this project and shall comply with all applicable provisions.

9.1.3 Medical Emergencies Plan: The criteria for designating a medical emergency and the procedures to be followed shall be specified by the CONTRACTOR. These procedures shall include local information relative to emergency treatment facilities and methods of transporting personnel if necessary.

9.1.4 Weather Conditions: The Project Area may be affected by tropical storms and hurricanes and by windy and/or rainy weather, including severe electrical storms. The CONTRACTOR shall be responsible for obtaining information concerning conditions that could influence Project operations prior to making a bid.

9.1.5 Hurricanes and Severe Storms Plan: The CONTRACTOR shall monitor the NOAA marine weather broadcasts and other local commercial weather forecasting services during construction operations. The CONTRACTOR shall notify the COUNTY at the time of any decision to move equipment in preparation for potential storms. The CONTRACTOR shall submit to the COUNTY a detailed plan of response for the approach of hurricanes or severe storms.

9.1.6 Prioritized Methods for Storm Preparations: The CONTRACTOR shall provide a schedule and prioritized list of actions to be taken in the event of an impending storm and assign personnel to each action. The CONTRACTOR shall specify how each piece of equipment will be secured in place or moved to a safe harbor including the details of all required equipment (e.g., tugs: size, capacity, number; work boats: size, capacity, number; storm anchors: type, size number; chain or line: size, lengths, etc.). The CONTRACTOR shall indicate action upon the following events:

- Action to be taken within 24 hours of a severe or tropical storm.
- Action to be taken within 72, 48, and 24 hours of an impending hurricane.

9.2 Accidents: All accidents causing personal injury or property damage shall be reported to the COUNTY immediately. The CONTRACTOR shall provide such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the performance of the work, on or adjacent to the site, which causes death, personal injury, or property damage, giving full details and statements of witnesses.

10. OPERATIONS PLAN

10.1 The CONTRACTOR shall propose the construction sequence and methodology and present this information as part of the Operations Plan. The Operations Plan will be discussed at the Pre-Construction Conference. COUNTY approval of the Operations Plan shall be a required prerequisite to the start of construction. The Operations Plan shall include the following:

10.1.1 Work Progress Schedule: The Work Progress Schedule shall be developed according to Article 67 of the General Conditions using Microsoft Project software and provided to the COUNTY in electronic format in the form of a Gantt chart showing the time allotted for each of the various tasks. The Schedule shall show the various tasks of work in sufficient detail to demonstrate that the CONTRACTOR has a reasonable and workable plan to complete the Project within the Contract Period. The Schedule shall show the order and interdependence of tasks and the sequence in which the work is to be accomplished as planned by the CONTRACTOR. All activities shall be

described so that the work is readily identifiable and the progress on each task can be readily measured. Each task shall show a beginning work date and duration. Tasks shall include procurement time for materials, plants and equipment, various tasks involved in mobilization/demobilization and rate of operations. The list of tasks shall include milestones when indicated by the Contract Documents.

If the Schedule submitted is determined to be inadequate by the COUNTY, it shall be returned to the CONTRACTOR for correction. The CONTRACTOR shall have five (5) calendar days from the date of transmittal to submit a corrected schedule. Approval of the Schedule shall be a required prerequisite to the start of construction. When approved, this original Schedule shall become part of the Contract Documents and shall constitute the baseline against which progress is measured. An updated Work Progress Schedule shall be submitted to the COUNTY by the CONTRACTOR within 10 days of such request by the COUNTY. Failure to provide the revised Schedule in the time specified shall result in withholding of all Contract Payments until the revised Schedule is approved. This item shall be performed at the expense of the CONTRACTOR.

- 10.1.2 Letter of Appointment designating a Project Construction Manager, describing responsibilities and providing qualifications.
- 10.1.3 Proposed Equipment List including equipment listed in Section 14 of these Technical Specifications.
- 10.1.4 Proposed Construction Methodology including accessing the staging site, deployment of materials at the reef sites and staging site restoration.
- 10.1.5 Subcontractor list.

11. EXCLUSION OF THE PUBLIC

- 11.1 The CONTRACTOR shall secure the staging site and exclude the public from the immediate work areas at all times during construction.

12. PROTECTION OF WORK

12.1 Risk of Loss: All construction and associated activities specified in the Contract Documents for this project shall be performed at the sole risk and cost of the CONTRACTOR from commencement until final payment by the COUNTY. Any specific references contained in the Contract Documents that the CONTRACTOR shall be responsible at its sole risk and cost for the work or any part thereof are not intended to be, nor shall they be construed to be, an exclusive listing of the circumstances in which the CONTRACTOR bears the risk of loss, but rather they are intended only to be exemplary. All loss or damage caused by the nature of the work or work environment, acts of nature such as storms, unusual obstructions to the work, or any other natural or existing circumstances either known or unforeseen that may be encountered in the conduct of the work, shall be sustained and borne by the CONTRACTOR at its own cost and expense. Notwithstanding any other provision of this Contract, this obligation shall exist without regard to the availability of any insurance, either of the COUNTY or the CONTRACTOR, to indemnify, hold harmless or reimburse the CONTRACTOR for the cost incurred in making such restoration.

13. INSPECTION NOTIFICATION

13.1 The CONTRACTOR shall notify the COUNTY by telephone or by email of the times and dates of the following events a minimum of one (1) business day prior to each event:

- a) Mobilization of equipment/material to the staging site(s);
- b) When barges are loaded, prior to transit to the job site; and
- c) Completion of rock placements for each location.

14. EQUIPMENT MOBILIZATION AND DEMOBILIZATION

14.1 The CONTRACTOR shall perform the preparatory work and operations in mobilizing for beginning work on the Project(s). The cost of bonds, required insurance and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall be the responsibility of the CONTRACTOR. Mobilization shall include assembling any and all equipment necessary to complete any and all tasks in this bid document. When an open work order exists for the Offshore/Nearshore (Atlantic Ocean) or Inshore (Intracoastal

Waterway/Lake Worth Lagoon), subsequent work orders issued within the same waterbody shall not be eligible for additional mobilization/demobilization payments. Subsequent work orders issued for a different waterbody, as described above, may be eligible for additional mobilization/demobilization payments.

14.2 The CONTRACTOR shall be familiar with the weight of all equipment and weight restrictions of all roadways and bridges that are necessary to mobilize to the site.

14.3 Primary Equipment Required:

14.3.1 Tug, Barge(s), and Crew: For all work Offshore/Nearshore, the CONTRACTOR shall provide a tug and ABS load-line barge(s) with current certificates of inspection capable of working in at least two foot seas and other such wind, weather, and sea conditions that are typical for southeast Florida during the summer and fall. The tug and the CONTRACTOR'S other support vessel(s) accompanying the tug, shall be equipped with an electronic depth sounder capable of measuring the height of the finished reef and the depth of the project site and a real-time Differential Global Positioning System (DGPS) able to navigate to a specific site and record final locations of each load of materials placed. The barge(s) shall be capable of spudding or anchoring for work in nearshore waters. The barge(s), tug, and the crew shall be licensed and approved by the U.S. Coast Guard for the scope of work required. The CONTRACTOR shall have an operational VHF radio or cell phone on the tug or other support vessel(s) to maintain communication with COUNTY representatives during deployment operations. For shallow inshore projects, shallow draft barges and tugs may be required.

14.3.2 Heavy Equipment and Personnel: The CONTRACTOR shall provide all of the supervision, labor, and equipment necessary for loading and trucking the reef construction materials (except those otherwise specified) from their respective source sites to the staging area, barging the materials to the reef construction sites and off-loading and precise placement of materials to create the artificial reefs and/or breakwaters.

14.3.3 SCUBA Divers: The nature of the construction of this project,

potentially limited visibility at the reef construction sites, the need to complete the project in a timely manner, safety and the COUNTY's prior experience in building these types of structures and reefs underwater require that the CONTRACTOR provide experienced and capable divers familiar with directing heavy equipment and placement of materials from both the surface and underwater.

15. QUANTITY MEASUREMENTS

15.1 The quantities to be paid will be the weight, in tons, in surface dry natural state, by truck scales, or barge displacement. The CONTRACTOR shall determine the weights as follows:

1. Truck Weights: The CONTRACTOR shall weigh trucks on certified scales, before and after loading or before and after unloading. The CONTRACTOR shall weigh trucks in the presence of the COUNTY, or furnish certificates of weights. Certificates of weight, furnished by an FDOT Approved Aggregate Quarry, will be acceptable without further certification.

2. Barge Displacement: The COUNTY will measure each barge. The CONTRACTOR shall fit each barge with gauges graduated in 0.10 foot increments. The CONTRACTOR shall locate a gauge at each corner of the barge near the lower end of the rake. The CONTRACTOR shall furnish additional gauges amidships if the COUNTY deems necessary. The COUNTY will compute all weights.

3. In certain situations, as determined by the COUNTY, an integrated weighing system may be acceptable for verification of tonnage.

16. STAGING AREA

16.1 Prior to execution of each Work Order, the CONTRACTOR and the COUNTY will agree upon the staging site to be used to stockpile and load barges for the duration of the Work Order. Selection and use of any staging site will be at no additional cost to the COUNTY. If the staging site must be changed during the Work Order's construction, the CONTRACTOR must have prior written approval by the COUNTY.

17. SUPPLY LIMESTONE, SAND AND FILTER FABRIC (Bid Items 5, 6, 7, 8, 9, 10)

17.1 All limestone shall be durable material as approved by the COUNTY. The CONTRACTOR shall show that an adequate quantity of material is available from the proposed source. Stone shall be of a suitable quality to ensure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, blast fractures, bedding, seams and other defects that would tend to increase its deterioration from natural causes. If, by visual examination, it is determined that 10 percent or more of the stone produced contains hairline cracks, then all stone produced by the means and measures which caused the fractures shall be rejected. A hairline crack that is defined as being detrimental, shall have a minimum width of 4 mm and shall be continuous for one-third the dimension of at least two sides of the stone. All stone shall be clean and reasonably free from soil, quarry fines, and shall contain no refuse.

Limestone shall be used to construct nearshore and offshore reefs, inshore oyster reefs, and inshore breakwaters. All stone shall be hard, dense, durable and well graded within specified limits. Not more than 10% of the stones (by weight) within any gradation range shall have a least dimension less than one-third the greatest dimension (3:1 length to thickness). Greater than 10% flatter stone by weight will not be accepted unless specifically called for in the Work Order. The inclusion of objectionable quantities of dirt, sand, clay and rock fines will not be permitted.

17.2 SUBMITTALS: The following items shall be submitted to the COUNTY for review and written approval by the COUNTY at least ten (10) calendar days prior to acceptance and delivery of materials to the work site:

17.2.1 Product Data: Limestone Armor and Bedding Stone: Submit the source.

17.2.2. Gradation Test : Submit gradation tests using the GRADATION TEST DATA SHEETS appended to the end of this Section for stone.

17.2.3 Physical Properties: The tests to which stone from each quarry shall be subjected shall include carbonates, unit weight, absorption, sulfate soundness and abrasion. Stone shall meet the following criteria:

Limestone Armor Stone & Bedding Stone

Test		Criteria
Bulk Specific Gravity SSD	FM 1-T 085	minimum 2.24 lb/cf
Absorption	FM 1-T 085	Less than 5%
Sulfate Soundness	AASHTO T104	Less than 12% loss (after five cycles)
LA Abrasion	FM 1-T096	Less than 45%
Carbonates	FM 5-514	Bedding stone \geq 70%, Other \geq 50%

17.2.4 Composition: The minimum percentage of carbonates of calcium and magnesium for bedding stone shall be at least 70%. The minimum of carbonates of calcium and magnesium for other stone shall be at least 50%.

Submit a copy of test results for the limestone armor stone and bedding stone proposed for use. The information shall be furnished prior to the preparation of pre-production demonstration stockpiles.

17.3. Testing and studies:

17.3.1. Sources: Stone may be furnished from any source designated by the CONTRACTOR and accepted by the COUNTY, subject to the conditions herein stated. The CONTRACTOR shall conduct tests to assure the acceptability of the stone with a minimum of one set of tests of the five (5) physical properties as identified in 17.2.2.1 for each 10,000 tons, or portion thereof, of material stock piled. All testing shall be performed by the CONTRACTOR at no additional cost to the COUNTY.

17.3.1.1. Selection of Source: The CONTRACTOR shall designate in writing a source or combination of sources from which he proposes to furnish stone. It is the CONTRACTOR's responsibility to determine that the stone source or combination of sources selected is capable of providing the quality, quantities and gradation needed and at the rate needed to maintain the scheduled progress of the work. Samples for

acceptance shall be tested in accordance with paragraph EVALUATION TESTING OF STONE below. If a source for stone, so designated by the CONTRACTOR, is not accepted for use by the COUNTY, testing of other sources shall be performed by the CONTRACTOR at no additional cost to the COUNTY.

17.3.1.2. Acceptance of Materials: Acceptance of a source of stone is not to be construed as acceptance of all material from that source. The COUNTY reserves the right to reject stones from certain localized areas, zones, strata, or channels, when such stones are unsuitable for use as determined by the COUNTY. During the course of a job, it is the responsibility of the CONTRACTOR to monitor and insure that all stone being used meets the specifications required by this document. The COUNTY also reserves the right to reject individual stones at the quarry, all transfer points, and at the project construction site when such stones are determined to be unsuitable. During the course of the work, stones may be tested by the COUNTY.

17.3.2. Limestone Armor and Bedding Stones: The stone categories used to construct the various reefs and breakwaters shall be graded as shown below:

Limestone Armor (Reef) (3' to 4' Stone)

Stone Size (ft.)	Weight (lb.)	% of Stones Less Than
4.2	5,600	100
3.9	4,500	70 to 100
3.75	4,000	60 to 80
3.5	3,200	30 to 50
3.0	2,000	0 to 15

Limestone Armor (Breakwater) (24" to 36" Stone)

Stone Size (ft.)	Weight (lb.)	% of Stones Less Than
3.0	2,100	100
2.2	850	70 to 100
2.1	725	60 to 80
1.9	500	30 to 50
1.5	250	0 to 15

Limestone Armor (Oyster Reef) (9" to 18" FDOT Riprap)

Stone Size (in.)	Weight (lb.)	% of Stones Less Than
18	250	100
15	150	70 to 100
13	95	60 to 80
11	60	30 to 50
7	15	0 to 15

Limestone Bedding (FDOT Bedding Stone*)

Stone Size (in.)	Weight (lb.)	% of Stones Less Than
12	76	100
10	44	70 to 100
6	9	60 to 80
3	1	30 to 50
1	0.04	0 to 15

* Limestone Bedding Stone to meet grading requirements of FDOT Standard Specifications for Road and Bridge Construction 530-2.1.4 Bedding Stone, (FDOT Code 30).

17.4 Evaluation Testing of Stone:

17.4.1. Gradation Test:

- a. The CONTRACTOR shall perform a gradation test or tests on each stone gradation at the quarry. The samples shall be taken by the CONTRACTOR in the presence of the COUNTY. The CONTRACTOR shall notify the

COUNTY not less than three (3) business days in advance of each test. In the event of unavailability of the COUNTY, the CONTRACTOR shall perform the tests and certify to the COUNTY that the stone shipped complies with the specifications. The gradation tests shall be reported using the GRADATION TEST DATA SHEET, attached at end of this section. The sample shall be collected in a random manner which will provide a sample which accurately reflects the actual gradation arriving at the jobsite. Failure of the test on the initial sample and on an additional sample will be considered cause for rejection of the quarry and/or quarry process, and all stone represented by the failed tests shall be set aside and not incorporated into the work. Any additional tests required because of the failure of an initial test sample will not be considered as one of the other required tests. If collected by the truckload, each truckload shall be representative of the gradation requirements.

- b. The size of the individual armor stone, representing the minimum, maximum and 50 percentile sizes, shall be printed on each stone and placed in a location adjacent to the work site in order to provide a basis for visual comparison during placement of the armor stone. These stones shall be used as the last order of work. The COUNTY may direct additional testing of the stone at the project site if the stone appears, by visual inspection, to be out of gradation. The additional tests shall be performed on random loads or stockpiled material selected by the COUNTY. The CONTRACTOR shall provide all necessary screens, scales and other equipment, and operating personnel, and shall grade the sample. The quantity selected for testing shall be of the more representative appearing material. A test including a minimum sample size of 50 stones for each size class and type is required.

17.4.2. Stone Stockpile: The CONTRACTOR shall provide stockpiling areas approved in advance by the COUNTY. After being stockpiled, any stone which has become contaminated with soil or refuse shall not be used unless the contaminating material has been removed from the stone prior to placement.

17.5 Gradation test data sheets. Gradation test data sheets for each class of stone, follow.

GRADATION TEST DATA SHEET

Quarry _____ Type of Stone Tested: Limestone Armor (Reef) Gradation
 Date of Test _____

GRADATION

Stone Size (Ft)	Weight (Lb)	# of Stones Less than Size	Sample % Less than	Specification % Less than
4.2	5,600			100
3.9	4,500			70 to 100
3.75	4,000			60 to 80
3.5	3,200			30 to 50
3.0	2,000			0 to 15
Total Stones				

Remarks:

I certify that the above stone sample is representative of the stones to be used for the work.

CONTRACTOR Representative _____

COUNTY Representative _____

GRADATION TEST DATA SHEET

Quarry _____ Type of Stone Tested: Limestone Armor (Breakwaters)

Date of Test _____

GRADATION

Stone Size (Ft)	Weight (Lb)	# of Stones Less than Size	Sample % Less than	Specification % Less than
3.0	2,100			100
2.2	850			70 to 100
2.1	725			60 to 80
1.9	500			30 to 50
1.5	250			0 to 15
Total Stones				

Remarks:

I certify that the above stone sample is representative of the stones to be used for the work.

CONTRACTOR Representative _____

COUNTY Representative _____

GRADATION TEST DATA SHEET

Quarry _____ Type of Stone Tested: Limestone Armor (Oyster Reefs)

Date of Test _____

GRADATION

Stone Size (In)	Weight (Lb)	# of Stones Less than Size	Sample % Less than	Specification % Less than
18	250			100
15	150			70 to 100
13	95			60 to 80
11	60			30 to 50
7	15			0 to 15
Total Stones				

Remarks:

I certify that the above stone sample is representative of the stones to be used for the work.

CONTRACTOR Representative _____

COUNTY Representative _____

GRADATION TEST DATA SHEET

Quarry _____ Type of Stone Tested: Limestone Bedding Stone (FDOT Code 30)

Date of Test _____

BEDDING STONE GRADATION

Stone Size (In.)	Weight (Lb.)	# Stones Less than Size	Sample % Less than	Specification % Less than
12	76			100
10	44			70 to 100
6	6			60 to 80
3	1			30 to 50
1	-			0 to 15
Total Stones				

Remarks:

I certify that the above stone sample is representative of the stones to be used for the work..

CONTRACTOR Representative _____

COUNTY Representative _____

17.6 Sand (Fill Material) (Bid Item 9): Satisfactory fill material shall be clean sand (classified as Fine Sand, Medium Sand, or Coarse Sand on the Wentworth scale), free of rock in excess of 3.5" diameter, free of organic or other deleterious substances and containing a maximum of 4% (by weight) of material passing through a U.S. Standard No. 200 sieve. Fill shall be free of roots, logs, trash, debris, organics and silt/clay, which might cause a violation of turbidity standards.

18. ARTIFICIAL REEF CONSTRUCTION

18.1 Stone Materials: Stone meeting the specifications as outlined in Section 17 above shall be used to construct the various types of projects outlined in Section 19.

18.2 Donated Artificial Reef Materials: The COUNTY is often the recipient of donated materials, incurring no CONTRACTOR purchase costs. Materials might include limestone rock, pre-poured concrete slab re-enforced with rebar and/or cable and concrete structures including, but not limited to light poles, catch basins, culverts, slabs and pre-fabricated reef modules. Average weight for any single structure generally ranges from 2,000 to 4,000 pounds with the maximum weight of about 10,000 pounds.

18.3 Site Markers: The CONTRACTOR shall place and maintain corner buoys that are stable and will not shift during normal weather conditions, at each reef location for the duration of each reef construction. No material shall be placed outside the designated limits of the reef sites.

18.4 Protective Layering of Sand on Barge: In lieu of other protection, only clean sand, as designated by the COUNTY shall be used to protect the deck of the barge during construction and under no circumstances shall that sand be allowed to enter the water.

18.5 Construction: The attached plans, indicating the proposed extent of construction, may require field adjustment by the COUNTY prior to, or during construction to ensure sufficient depths and ideal conditions for structures. The CONTRACTOR may construct artificial reefs using limestone boulders, concrete materials, and/or pre-fabricated reef modules. The depth of water may be between -1' and -100' feet relative to NAVD. Sand bars adjacent to some reef sites may limit access of

deep draft vessels and barges. Natural reefs lie within close proximity of the construction site that may limit anchoring systems for positioning a barge for off-loading rock. Due to the limited area to place boulders on top of a rock foundation just beneath the sand, the COUNTY reserves the right to adjust and pin-point locations within a construction site based on the most current survey information.

18.6 On-site COUNTY Supervision: Under no circumstances shall materials be placed in the water without the on-site COUNTY representative's acceptance of the barge's final moored position. The CONTRACTOR shall receive a verbal authorization from the COUNTY prior to off-loading any materials and shall remain on-site until released by the COUNTY. Precise positioning of the barge is required in order to avoid any impacts from materials to existing artificial or natural reef structures. Off-loading of materials may be stopped at any time by the COUNTY in order to make an inspection dive to check placement of the materials or to require repositioning of the barge due to other factors.

18.7 Material Placement: The deployment site will be buoyed by the COUNTY prior to arrival of the materials barge to facilitate barge positioning. The plan for mooring the materials barge(s) will be pre-approved by the COUNTY. The CONTRACTOR shall avoid impact to existing natural and artificial reefs, seagrasses, or other natural resources during the mooring process. After mooring the barge as required, the CONTRACTOR shall drop test materials prior to actual deployment which shall be observed by the CONTRACTOR's divers for correct placement. This procedure shall be repeated until it can be assured to the satisfaction of the COUNTY that the materials will be placed as required. In the case of concrete/limestone modules, CONTRACTOR's divers shall be present to ensure precise placement of individual modules. In certain situations where spudding or anchoring is impossible due to depth or current conditions, the materials barge may be held in position by the tug for the deployment operation. In such cases, the COUNTY will be in constant contact with the tug and the barge crew via telephone and/or radio to insure correct positioning and may stop offloading at any time to reposition the barge. Wind and currents may change quickly offshore; therefore, the deployment of materials may be stopped at any time, as often as required by the COUNTY, to confirm correct placement of the materials by the CONTRACTOR's diver or by other means as deemed suitable by the COUNTY under the prevailing conditions. No materials shall be placed

without consent of the COUNTY's representative. The CONTRACTOR shall not be paid for any material placed outside the designated locations or not in accordance with the Work Orders. The CONTRACTOR shall be responsible for all materials dropped outside of the deployment site, as indicated by the COUNTY and shall be required to remove all such materials.

18.8 Turbidity Concerns: The CONTRACTOR shall use whatever special equipment or methodology necessary to load the reef materials on the barge and place the materials at the site in a manner to avoid picking up quantities of sand or soil that might cause turbidity violations. The CONTRACTOR shall insure that all employees involved in loading and placing rock in the water understand the causes of turbidity and the maximum level of turbidity allowed at this job. A COUNTY and/or STATE representative may be on-site while rock is being placed in the water to measure turbidities and shall vigorously enforce this requirement. If the CONTRACTOR violates any condition of any Permit or work is stopped by any public entity, any additional costs incurred by the CONTRACTOR, including any fines, shall be paid by the CONTRACTOR at no additional cost to the COUNTY.

18.9 Varied On-site Conditions: Precise placement of all materials is critical to the success of the projects and to ensure existing structures at the project site are not impacted. Visibility at the site may be limited and tidal currents can be strong, complicating construction. The CONTRACTOR shall provide any and all personnel and equipment and employ whatever methodology necessary and acceptable to the COUNTY to construct the reef, as required, in a safe and environmentally sound manner.

18.10 County Acceptance: Following construction completion and inspection and acceptance of the constructed reefs by the COUNTY, the CONTRACTOR shall remove its mooring lines and construction buoys.

19. ARTIFICIAL REEF CONSTRUCTION --- PROJECT TYPES

19.1 Inshore Oyster Reef Construction (Bid Items 16, 17, 18): The Contractor shall use appropriate sized limestone rock and place into piles as shown in Attachments 1A and 1B. Inshore oyster reef locations are areas lying in water depths as shallow as -2.5 NAVD (within 1 foot of Mean Low Water). Owing to the shallow

water, the CONTRACTOR is expected to work around high tides, thereby restricting the amount of time available to work each day.

19.1.1 Smaller boulders shall be used for chinking and shall be placed/secured within a given rock pile that would render them immovable from wave action.

19.1.2 Grade tolerance for rock placement is plus or minus 6 inches to the designed elevation grade. Footprint tolerance for rock placement would be no greater than plus or minus 5 feet.

19.2 Offshore Limestone Reef Construction (Bid Item 11): The Contractor shall use limestone boulders and place into piles as shown in Attachments 2A and 2B. Offshore reef locations are defined as areas lying between -15' and -100' NAVD, east of the shoreline within the Atlantic Ocean.

19.2.1 Due to unavoidable damage from handling, a maximum of 5% of the boulder material by weight can be less than the 725 pounds provided it is a minimum of 200 pounds, and the smaller boulders are placed/secured within a given rock pile that would render them immovable from wave action.

19.2.2 In certain situations, water depth and currents may preclude anchoring and buoying and require that the tug and materials barge be positioned on the site by a COUNTY boat equipped with precision GPS. In those situations, the COUNTY boat will function as a buoy, holding position on a spot and the tug will have to maintain constant relative position to that boat during deployment. Preferentially, the materials barge will be positioned on the deployment site with anchors. Once on position, the COUNTY boat on site will direct the barge/tug crew to begin placing material by dropping it overboard on the designated area.

19.3 Nearshore Limestone Reefs: In general, constructing nearshore limestone reefs is a mitigation activity. The CONTRACTOR shall use limestone boulders and place into piles as shown in the Attachments 3A and 3B. Nearshore reef locations are defined as areas lying between -3.5' and -15' NAVD.

19.3.1 Due to unavoidable damage from handling, a maximum of 5% of the boulder material by weight can be less than the 750 pounds provided it is a minimum of 200 pounds, and the smaller boulders are placed/secured within a given rock pile that would render them immoveable from wave action.

19.3.2 Minimum Coverage. To insure that the reefs are constructed and deployed as shown in the Plans and that sufficient rock is available, at a minimum, each rock shall be in contact with at least two (2) adjacent rocks.

19.3.3 The CONTRACTOR shall place marker buoys, easily visible to the tug operator, at each end of the reefs to be constructed and at potential mooring points on existing artificial reefs. Additionally, site boundary buoys shall be placed by the CONTRACTOR to insure that no material is deployed outside of permitted areas. These buoys shall be sufficient to withstand and persist in normal weather conditions, without moving.

19.4 Donated Concrete Reef Material Placements (Bid Items 13, 14): CONTRACTOR is responsible for handling and loading donated materials onto barges and deploying them within the COUNTY's permitted reef locations, as shown in Attachments 4A and 4B and more specifically in the Work Orders. Since the donated reef material will have no purchase charges, the CONTRACTOR should price this job, accordingly.

19.4.1 Materials utilized could weigh up to 10,000 lbs per individual piece and could include limestone rock, and concrete materials such as power and light poles, catch basins, culverts, slabs, etc. and reef modules. Reef modules will require placement using a crane equipped with precision GPS and/or divers.

20. BREAKWATERCONSTRUCTION (Bid Items 16, 17, 18)

20.1 Products

20.1.1 Acceptable Geotextile: TC Mirafi Filterweave 700 or equivalent.

20.1.2 Stone Specifications: All stone used in the construction of breakwaters shall meet the tolerances and criteria specified in Section 17.

20.2. Construction Tolerances: Typical breakwater construction is depicted in Attachments 5A and 5B. The finished surface and stone layer thickness shall not deviate from the lines and grades shown by more than the tolerances listed below. Tolerances are measured perpendicular to the indicated neatlines. Extreme limits of the tolerances given shall not be continuous in any direction for more than five (5) times the nominal stone dimension nor for an area greater than 1,000 square feet of the structure surface.

NEATLINE TOLERANCES

MATERIAL	ABOVE NEATLINE inches	BELOW NEATLINE inches
Sand	3	3
Bedding Stone	6	6
Armor Stone	12	12

The breakwater shall be built to the required elevations, slopes and grades and the outer surfaces shall be even and present a neat appearance. Placed material not meeting these limits shall be removed or reworked as directed by the COUNTY. Payment will not be made for excess material, which the COUNTY allows to remain in place.

20.3. Execution

20.3.1. Base Preparation: Areas on which geotextile are to be placed shall be inspected by the CONTRACTOR prior to geotextile placement. Debris or displaced stones from any existing structure(s) that are within the limits of the geotextile shall be removed prior to geotextile placement. Debris shall become the property of the CONTRACTOR and shall be removed and disposed of by the CONTRACTOR. All materials shall be properly disposed of in accordance with the requirements herein including any applicable local requirements. If displaced stones meet the armor stone specifications they may be re-used. There will be no measurement and payment for the debris or stone removal and all costs will be considered incidental to the Contract.

20.3.2. Limitations of Placement Procedures: Stone construction in advance of completed permanent protection except as specified herein shall be at the

CONTRACTOR's risk. The CONTRACTOR shall keep the COUNTY informed as to any and all situations that may result in a possible interruption of work.

20.3.2.1. Interruptions: If the COUNTY can anticipate that the stone construction will be interrupted for more than four (4) continuous days, including weekends and holidays, the CONTRACTOR may be required to complete the placement of armor stone and provide protection of the exposed ends prior to the start of the interruption. The above-required protection for the exposed ends of the breakwater shall consist of the same type of armor stone. All material used for protecting the exposed ends shall be removed after the need therefore has ended and shall be appropriately incorporated into the required permanent construction. All materials which are removed and placed in the permanent construction, in accordance with the provisions of this section, will be measured and paid for only once. When temporary protection of exposed ends of construction in progress is ordered or directed by the COUNTY, an equitable adjustment will be made for the work of temporarily placing and removing the stone materials. The COUNTY has no obligation to order that exposed ends be protected. If the COUNTY takes no action to have exposed ends protected, then the provisions of the paragraph MATERIAL PLACEMENT IN ADVANCE shall apply.

20.3.3. Placement of Geotextile: The geotextile shall be installed to the lines and grades as indicated on the contract drawings. Adjacent pieces of geotextile shall overlap each other by at least 30 inches.

20.3.4. Placement of Bedding Stone: Bedding stone shall be spread uniformly on the geotextile to the lines and grades as indicated in the Plans, and in such manner as to avoid damage to the geotextile fabric. The bedding stone shall not be dropped through a free fall greater than three (3) feet onto the geotextile fabric. Placement shall begin at the bottom of the area to be covered and continue up-slope. Subsequent loads of material shall be placed against previously placed material in such a manner as to ensure a

relatively homogenous mass. Placing of bedding stone by methods which tend to segregate the particle sizes within the layer will not be permitted. Any damage to the surface of geotextile fabric during placement of bedding stone shall be repaired before proceeding with the work. Compaction of bedding material will not be required, but shall be finished to present an adequately even surface, free from mounds and windrows.

20.3.5. Placement of Armor Stone: Stone shall be placed in the locations and at the thickness shown without deviating from the lines and grade shown, including allowance for tolerances. Final shaping of the slope shall be performed concurrently with the initial placement of the stone. The placement of armor stones shall begin at the bottom of the slope to be covered and continue up-slope. The largest 10% of armor stones shall be placed at the toe of the revetment slopes, as indicated graphically in the plans. Remaining stones shall be randomly selected and set in contact with each other so that the interstices between adjacent stones shall be as small as the character of the stone will permit. The face of stone having the largest area shall be placed against the surface of the underlying material. Placement shall begin at the bottom of the slope. Stones shall be placed in a manner to avoid displacing underlying materials or placing undue impact force on underlying material that would cause the breaking of stones. Unless otherwise specified, stone shall not be dropped from a height greater than two (2) feet. The equipment used in placing the stone shall be suitable for handling materials of the sizes required including the ability to place the stone over its final position before release and if necessary pick up and reposition the stone. Dragline buckets and skips shall not be used in placement. Moving stone by drifting or manipulating down the slope will not be permitted. The finished work shall be a well distributed mass, free of pockets of either smaller or larger stone, having a minimum of voids and with the maximum of interlocking of stones. It should be anticipated that re-handling of individual stones after initial placement will be required to achieve the above requirements.

20.3.5.1. Chinking of Armor Stone: Following placement of the armor stones, the remaining internal voids that exist between the geotextile and the contact points of the first layer of armor stones shall be filled with broken pieces of armor stone.

Following the placement of any additional layers of armor stone, the internal voids shall be filled or “chinked” with these smaller pieces of stone otherwise referred to as chinking stone. The external voids that exist between the contact points of the upper layer of armor stones and the upper surface of the rock structure shall not be filled with chinking stone.

20.3.5.2. Slides: In the event of the sliding or failure of any part of the structure during its construction, or after its completion, but prior to its acceptance, the CONTRACTOR shall, upon written order of the COUNTY, cut out and remove the slide from the structure and then rebuild that portion of the structure with new materials or reuse the displaced materials for rebuilding.

21. MISCELLANEOUS INSHORE CONSTRUCTION (Bid Items 20, 21, 22, 23, 24, 25)

- 21.1 The CONTRACTOR shall stage a barge and tug and provide the labor necessary to transport sand for habitat restoration projects. Unless otherwise specified in the Work Order, the CONTRACTOR shall be responsible for coordination and loading of the material from the staging area onto the barge. The CONTRACTOR shall ensure that the barge has proper containment to prevent sand from entering the water during transportation to the project site.
- 21.2 The volume to weight conversion for measurement and payment is 1cyd=1.2 Ton. Payment for this item shall be per ton.
- 21.3 14’ Pre-Stressed Concrete Pilings, UNIT PRICE per linear feet length, (LF)., (Bid Item 22) per FDOT Index No. 20614 (FDOT 2014 Design Standards).
- 21.4 Concrete Pile installation into sand will be a minimum of 10’ of embedment into firm bottom (Bid Item 24). Unit price per installation. Installation to include the attachment of one sign provided by the COUNTY. Attachment hardware and retroreflective tape to be provided by the CONTRACTOR (See Attachment 6A for details).
- 21.5 Concrete Pile installation into rock will be a minimum of 5’ of embedment into a tight rock socket (Bid Item 25). Unit price per installation. Installation to include the attachment of one sign provided by the COUNTY. Attachment hardware and retroreflective tape to be provided by the CONTRACTOR (See Attachment 6A

- for details).
- 21.6 Steel Pipe Pilings, UNIT PRICE per linear feet length, (LF) Attachment 6B (Bid Item 23) per FDOT Specification 962-8.8.
- 21.7 Steel Pile installation into sand will be a minimum of 10' of embedment into firm bottom (Bid Item 24). Unit price per installation. Installation to include the attachment of one sign provided by the COUNTY. Attachment hardware and retroreflective tape to be provided by the CONTRACTOR (See Attachment 6B for details).
- 21.8 Steel Pile installation into rock will be a minimum of 5' of embedment into a tight rock socket (Bid Item 25). Unit price per installation. Installation to include the attachment of one sign provided by the COUNTY. Attachment hardware and retroreflective tape to be provided by the CONTRACTOR (See Attachment 6B for details).

22. SURVEYS

The CONTRACTOR shall provide a professional survey as necessary to establish and maintain quality control for all work performed at each job site under this section to assure compliance with permit and contract requirements. The CONTRACTOR shall maintain records of his quality control tests, inspections and corrective actions. Quality control measures shall cover all construction operations including, but not limited to, the placement of all materials to the grade lines shown and in accordance with this section.

- 22.1 Layout of Work: From the monuments, control data and elevations established by the COUNTY, the CONTRACTOR shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contact drawings.
- 22.2 Survey Markers: The CONTRACTOR shall furnish, at their own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the monuments, control data and elevations established by the COUNTY. It shall be the responsibility of the CONTRACTOR to maintain and preserve all stakes and other marks established by the COUNTY until authorized to remove them, and if such marks are

destroyed by the CONTRACTOR or through his negligence, prior to their authorized removal, they may be replaced by the COUNTY, at their discretion, and the expense of replacement will be deducted from any amounts due or to become due the CONTRACTOR. The COUNTY may require that work be suspended at any time when location and limit marks established by the CONTRACTOR are not reasonably adequate to permit checking of the work.

- 22.3 Survey Checks: Surveys made by the CONTRACTOR are required on each material placed for determining that the materials are acceptably placed. The CONTRACTOR shall make checks as the work progresses to verify lines, grades, and thicknesses established for the completed work. At least one check survey as specified below shall be made by the CONTRACTOR for each 25-foot section as shown as practicable after completion. Following placement of each type of materials, the cross-section of each step of the work shall be approved by the COUNTY before proceeding with the next step of the work. Approval of cross-sections based upon check surveys shall not constitute final acceptance of the work. Cross-sections shall be taken by the CONTRACTOR on lines 15 feet apart, measured along the structure reference line, with readings at 5-foot intervals and at breaks along the lines. However, other cross section spacing and reading intervals may be used if determined appropriate by the COUNTY.
- 22.4 Breakwater Surveys: For the construction of breakwaters, the CONTRACTOR shall perform check surveys as the work progresses, using a professional surveyor licensed in Florida, to verify footprint, lines, grades and thicknesses established. The CONTRACTOR shall have cross-section surveys performed prior to and after placing the geotextile, bedding stone and after each type of armor stone placement is completed. The cross sections shall be spaced 25 feet apart along the length of the structure. Elevations shall be surveyed at 5-foot intervals and at all breaks in elevation. Other cross section spacing and point intervals may be used by the CONTRACTOR if approved by the COUNTY. Additional elevations shall be taken as the COUNTY may deem necessary. The surveys shall be conducted in the presence the COUNTY, unless waived by the COUNTY in writing.

23. PAYMENT (Bid Items 12, 15, 19, 21)

The COUNTY shall compute or verify all quantities of materials claimed in invoices. Monthly progress payments shall be based on the unit of material placed in accordance to the plans and specifications as calculated by the COUNTY. The COUNTY shall not compensate the CONTRACTOR for partial construction of a reef or breakwater, i.e., purchase and trucking of limestone boulders to a staging site. Progress payments shall be subject to retainage as described in the General Conditions.

In order to accommodate projects with varying distances from a staging site, payment for the transportation of the materials to the project site will be based on ton-miles. Distance for ton-mile calculations for all materials will be from the mouth of Lake Worth Inlet to the project site. Ton-miles will be the distance multiplied by the number of tons. The cost for each ton-mile shall only apply to loaded barges transiting to the construction site for material deployment. Barges returning to the staging site, whether loaded or not are not eligible for ton-mile charges. Likewise, materials brought back to the staging site are not eligible for additional ton-mile charges if they are taken back to the construction site.

Mobilization/Demobilization is bid as a lump sum item per Work Order. When an open work order exists, subsequent and concurrent work orders issued for work within the same waterbody shall not be eligible for additional mobilization/demobilization payments.

24. WEATHER CONDITIONS

The open ocean marine Project Area(s) may be affected by tropical storms and hurricanes primarily from June through November, and by windy and/or rainy weather, including severe electrical storms, at any time during the year. The CONTRACTOR shall be responsible for obtaining information concerning rain, wind and wave conditions that could influence Project operations prior to making a bid. The following publications contain climatological and meteorological observations and data for the Project Area.

- 24.1 Local Climatological Data - Monthly Summary published by the National Oceanic and Atmospheric Administration (NOAA), Asheville, NC. Subscription price and ordering information is available from the National Climatic Data Center, Federal Building, Asheville, NC 22801. This publication gives hourly wind speed and direction observations. The Annual Summary gives a summary of the observations for the period of record.
- 24.2 United States Coast Pilot Atlantic Coast, Cape Henry to Key West - Published by NOAA. For sale by the National Ocean Service and its agents.

- 24.3 Summary of Synoptic Meteorological Observations, North American Coastal Marine Areas, Atlantic and Gulf Coasts - Produced by the Naval Weather Service, U.S. Department of Commerce. Distributed by the National Technical Information Service, U.S. Department of Commerce.
- 24.4 Wave Hindcast Data - Data is available from the Corps of Engineers Jacksonville District Office, as "Wave Information Studies of U.S. Coastlines, Hindcast Wave Information for the U.S. Atlantic Coast" produced by the U.S. Army Corps of Engineers, Waterways Experiment Station, Coastal Engineering Research Center. Data is available for the period January 1956 - December 1975. It is noted that these data do not include the effects of tropical storms and hurricanes. Ref: *Hindcast Wave Information for U.S. Atlantic Coast, WIS Report 30*, U.S. Army Waterways Experiment Station, Vicksburg, Mississippi.
- 24.5 Daily marine weather forecast - May be obtained from the internet at: <http://weather.noaa.gov/cgi-bin/fmtbltn.pl?file=forecasts/marine/coastal/am/amz650.txt&title=Coastal>.
- 24.6 Weather Delays: In addition to definitions for rain delays included elsewhere in these Contract Documents, weather delays are defined, for marine purposes, as any day in which the NOAA 10:30 AM daily forecast, issued by the official NOAA weather radio stations and the world wide web address above, includes a Small Craft Caution or Small Craft Warning. For some shallow water work in the open ocean, seas exceeding 2 to 4 feet in height may force a cessation of work. Small Craft Caution or Small Craft Warning or a forecast of seas exceeding 2 to 4 feet due to ocean swells or winds from any direction from southwest through west to northwest shall be evaluated on a case by case basis by the COUNTY and the CONTRACTOR. The COUNTY and the CONTRACTOR shall jointly agree on the propriety of operations under any set of conditions with the CONTRACTOR recognizing the desire of the COUNTY to complete the project in a timely manner and the COUNTY recognizing the ultimate responsibility for the safe conduct of the CONTRACTOR's tug, barge(s), and crew at sea resting with the captain of the tug. Time extensions for delays due to Inclement Weather, including adverse sea conditions, shall be granted if the CONTRACTOR (a) documents the Inclement Weather, including the duration, on the Daily Quality Control Report, (b) requests the weather delay on the Daily Quality Control Report, (c) substantiates the delay(s) with print-outs of the official NOAA marine weather reports for the day and

location effected, as indicated above or by COUNTY lifeguard station weather logs or by observations recorded by staff, and (d) substantiates the effect on the Work Progress Schedule, and (e) complies with Article 49 of the General Conditions. It shall be the responsibility of the CONTRACTOR to supply supporting weather data (official NOAA weather report) with the request for time extensions due to weather delays. Occasionally NOAA weather reports fail to correctly describe the day's conditions; a good report is published when, in fact, it is too rough to work. In this situation all above procedures shall be adhered to and the COUNTY shall be immediately contacted when work is cancelled and proper conditions relayed. A running log of all weather delays shall be kept and supplied to the COUNTY prior to the date of Substantial Completion.

Weather days can only be claimed when, barring weather, all equipment, personnel and materials are available, capable and ready to work.

SITE LOCATION MAP

Location	Lat	Long
Andrew Harris Foundation Reef	N 26 57.93'	W 80 03.31'
Palm Beach Fishing Foundation Reef	N 26 47.35'	W 79 57.91'
USS Clamagore Commemorative Reef	N 26 52.44'	W 80 01.47'
Monceaux Living Shoreline	N 26 41.22'	W 80 02.98'

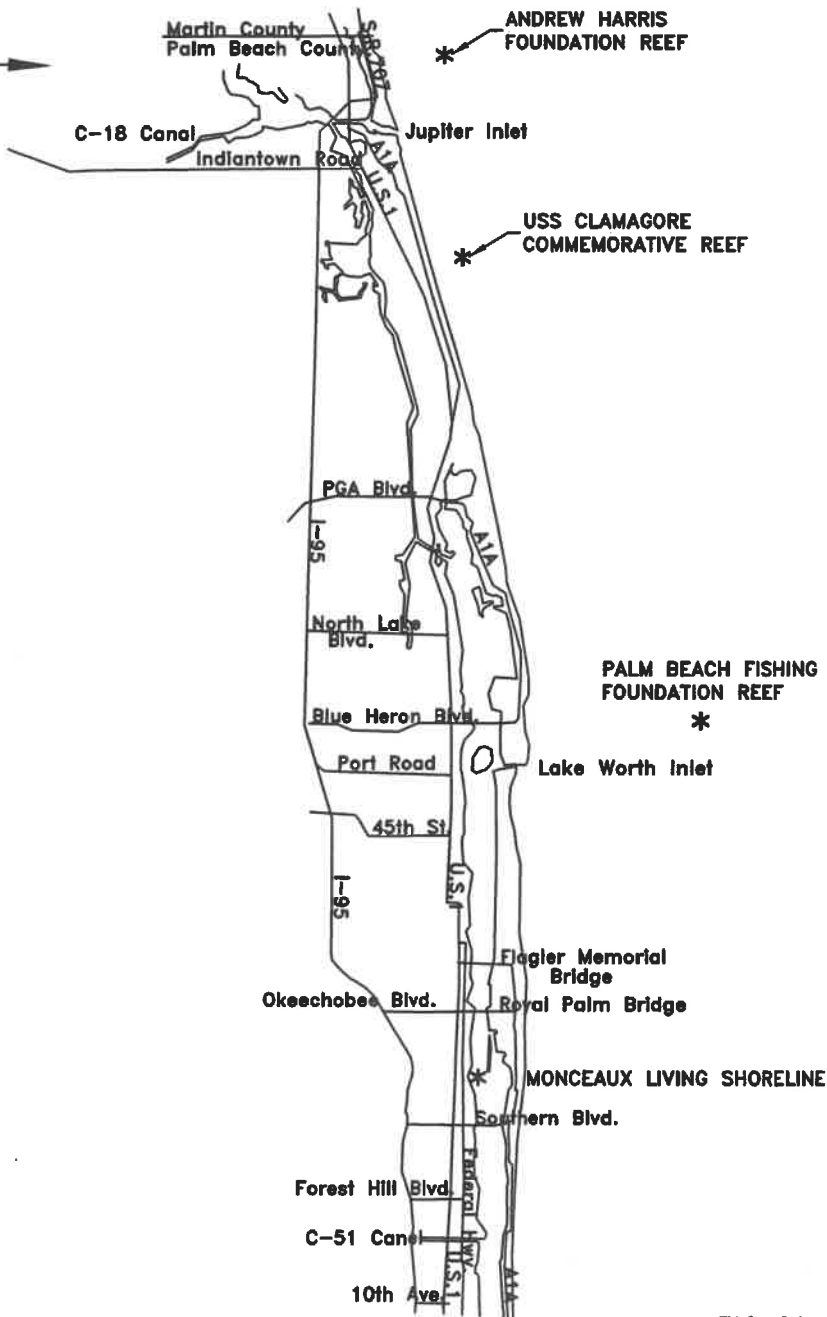
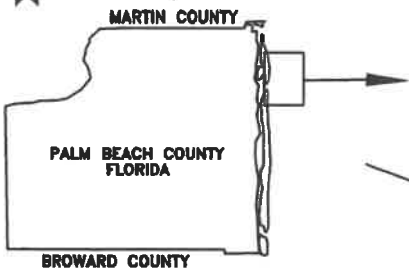
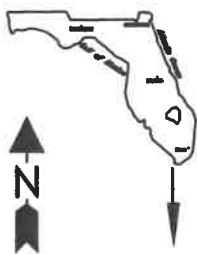


FIGURE 1



**PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT**

VICINITY MAP

SCALE: NTS



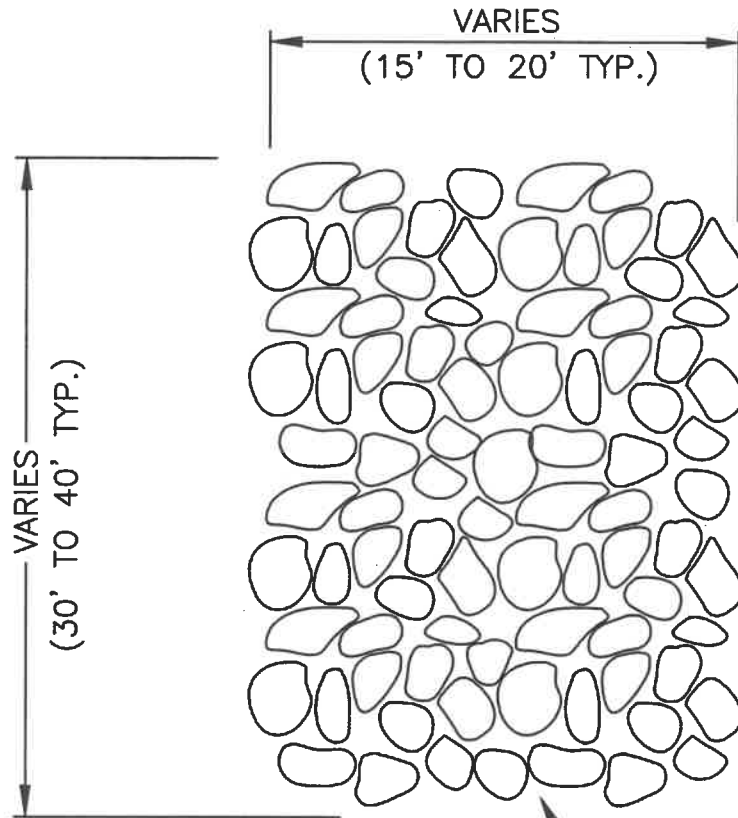
DATE 01/02/18

FIGURE 2 - SCHEDULE OF ESTIMATED QUANTITIES

Palm Beach County Annual Artificial Reef & Breakwater Project Project No. 2018ERM03			2018-2019			2019-2020					2020-2021		
			Andrew Red Harris Foundation Reef	Palm Beach Fishing Foundation Reef	USS Clamagore Commemorative Reef	Andrew Red Harris Foundation Reef	Palm Beach Fishing Foundation Reef	Monceaux Living Shoreline	Various Reef & Breakwater Projects	Total Two (2) Year Anticipated Contract Quantity	Andrew Red Harris Foundation Reef	Palm Beach Fishing Foundation Reef	Various Reef & Breakwater Projects
Bid Item	Description	Units											
General													
1	Turbidity Curtain	Foot					500	1,000	1,500			500	500
2	Turbidity Monitoring/Reporting	Day					20	30	50			15	15
3	Offshore/Nearshore Mobilization ¹	Work Order	1						2	1			1
4	Inshore Mobilization ¹	Work Order					1		1			1	1
Materials Supply													
5	Supply Limestone Armor (3' to 4' Stone)	Ton						400	400			200	200
6	Supply Limestone Armor (24" to 36" Stone)	Ton					1,100	2,900	4,000			1,450	1,450
7	Supply Limestone Armor (9" to 18" FDOT Riprap)	Ton						400	400			200	200
8	Supply Limestone Bedding (FDOT Bedding Stone)	Ton					420	280	700			140	140
9	Supply Sand	Ton					2,200	0	2,200			1,100	1,100
10	Supply Filter Fabric	SY					1,220	2,780	4,000			1,390	1,390
Offshore /Nearshore Limestone Reef Construction													
11	Load/Install Limestone Armor (3' to 4' Stone)	Ton						400	400	1,000		200	1,200
12	Transport Limestone Armor (3' to 4' Stone) ²	Ton-Mile						4,000	4,000	14,100		2,000	16,100
Donated Concrete Reef Materials													
13	Load/Install Concrete Reef Materials	Ton						200	200				
14	Load/Install Reef Materials with Crane and Diver	Ton	600	440	300	600	440	0	2,380	100	440		540
15	Transport Concrete Reef Materials ²	Ton-Mile	8,460	1,100	2,250	8,460	1,100	1,000	22,370	1,410	1,100		2,510
Inshore Breakwater/Reef Construction													
16	Load/Install Filter Fabric	SY					1,220	2,780	4,000			1,390	1,390
17	Load/Install Bedding Stone	Ton					420	280	700			140	140
18	Load/Install Armor Stone	Ton					1,100	3,300	4,400			1,650	1,650
19	Transport All Materials ²	Ton-Mile					10,640	14,320	24,960			7,160	7,160
Miscellaneous Inshore Construction													
20	Load/Install Sand	Ton					2,200		2,200			1,100	1,100
21	Transport Sand	Ton-Mile					15,400		15,400			4,400	4,400
22	Supply Prestressed 14" Square Concrete Piles	LF						60	60			20	20
23	Supply 12" Steel Pipe Piles	LF						60	60			20	20
24	Load/Install Piling into Sand Embedment	Unit						3	3			1	1
25	Load/Install Piling into Rock Embedment	Unit						3	3			1	1
Ton-Mile Mileage			14	3	8	14	3	7	4		14	3	4

(1) Mobilization costs include demobilization. Mobilization costs shall be allowed once for Offshore/Nearshore Work Orders with overlapping construction schedules and once for Inshore Work Orders with overlapping construction schedules.
 (2) Transport ton-miles will be calculated as outlined in Article 23 of the Technical Specifications.

ATTACHMENT 1A



TYPICAL INSHORE REEF
RANDOM PLACEMENT
(9" TO 18" FDOT RIPRAP)

NOTES:

- 1) ACTUAL DIMENSIONS AND MATERIAL QUANTITIES TO BE INCLUDED IN WORK ORDER.
- 2) INSHORE OYSTER REEF MAY BE LOCATED IN AREAS AS SHALLOW AS -2.5 FT-NAVD (APPROXIMATE LOW TIDE EL=-2.25 FT-NAVD).
- 3) MAXIMUM DEPTH 8.0 FEET, MIN DEPTH 0.0 FEET.

T:\eer\engser\Reef 2018\2018ERM01_ATTACH.dwg



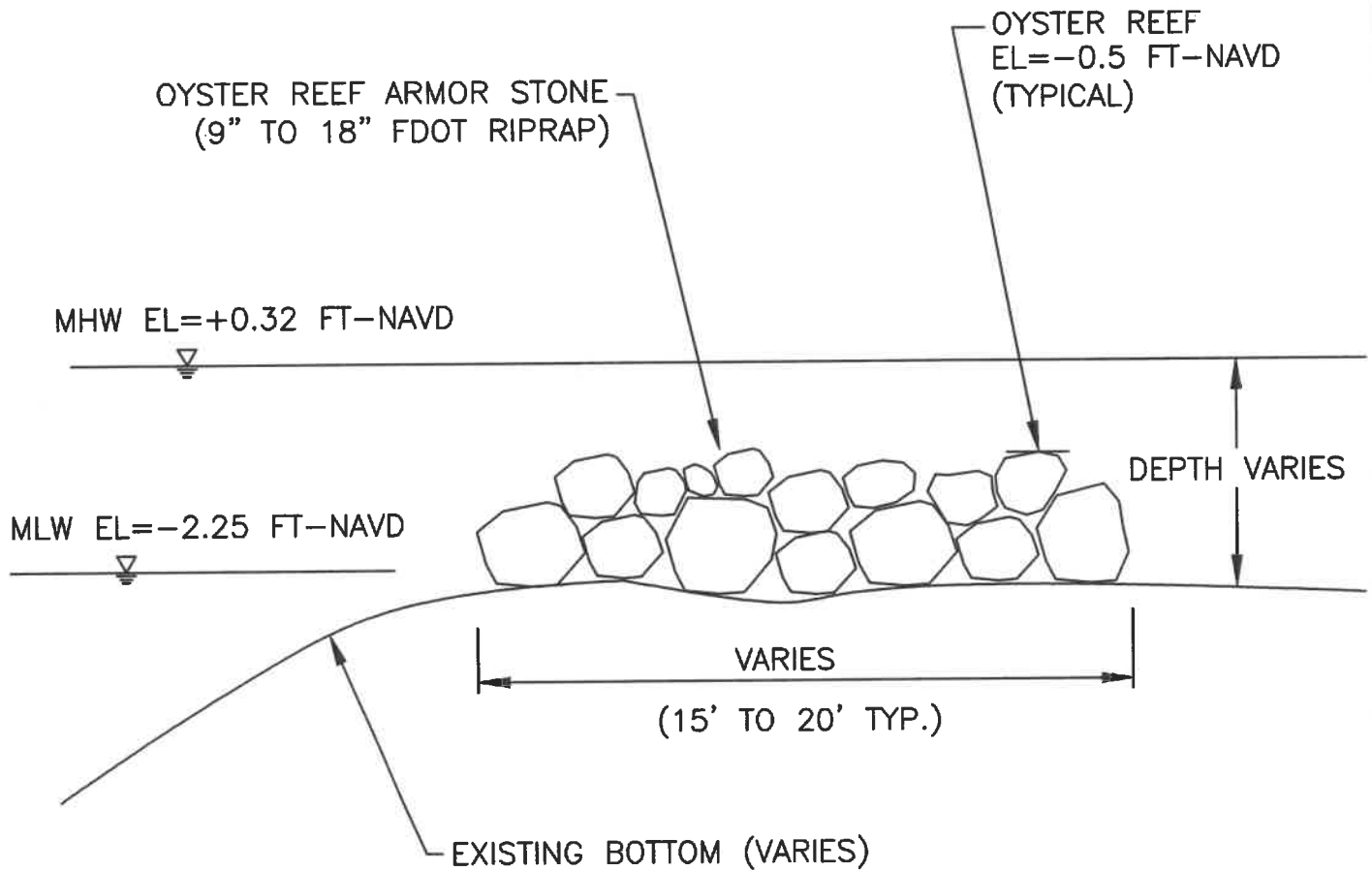
PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT

INSHORE OYSTER REEF
PLAN VIEW

DRAWN BY: MLE
DATE: 4/26/2018

SCALE: NTS

ATTACHMENT 1B



NOTES:

- 1) ACTUAL DIMENSIONS AND MATERIAL QUANTITIES TO BE INCLUDED IN WORK ORDER.
- 2) INSHORE OYSTER REEF MAY BE LOCATED IN AREAS AS SHALLOW AS -2.5 FT-NAVD (APPROXIMATE LOW TIDE EL=-2.25 FT-NAVD).
- 3) MAXIMUM DEPTH 8.0 FEET, MIN DEPTH 0.0 FEET.

T:\eer\engser\Reef 2018\2018ERM01_ATTACH.dwg



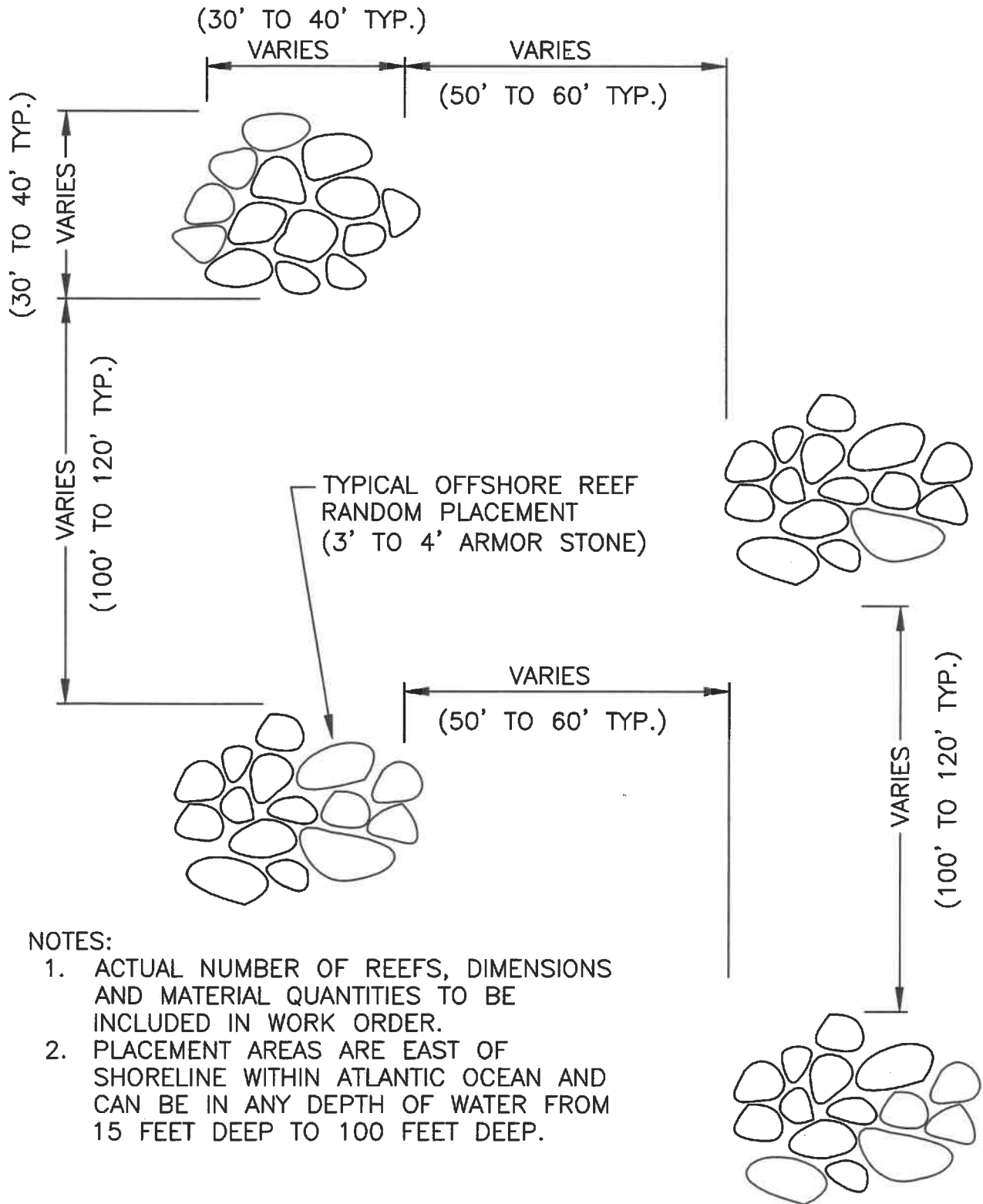
PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT

INSHORE OYSTER REEF
CROSS-SECTION

DRAWN BY: MLE
DATE: 4/26/2018

SCALE: NTS

ATTACHMENT 2A



NOTES:

1. ACTUAL NUMBER OF REEFS, DIMENSIONS AND MATERIAL QUANTITIES TO BE INCLUDED IN WORK ORDER.
2. PLACEMENT AREAS ARE EAST OF SHORELINE WITHIN ATLANTIC OCEAN AND CAN BE IN ANY DEPTH OF WATER FROM 15 FEET DEEP TO 100 FEET DEEP.

T:\eer\engser\Reef 2018\2018ERM01_ATTACH.dwg



PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT

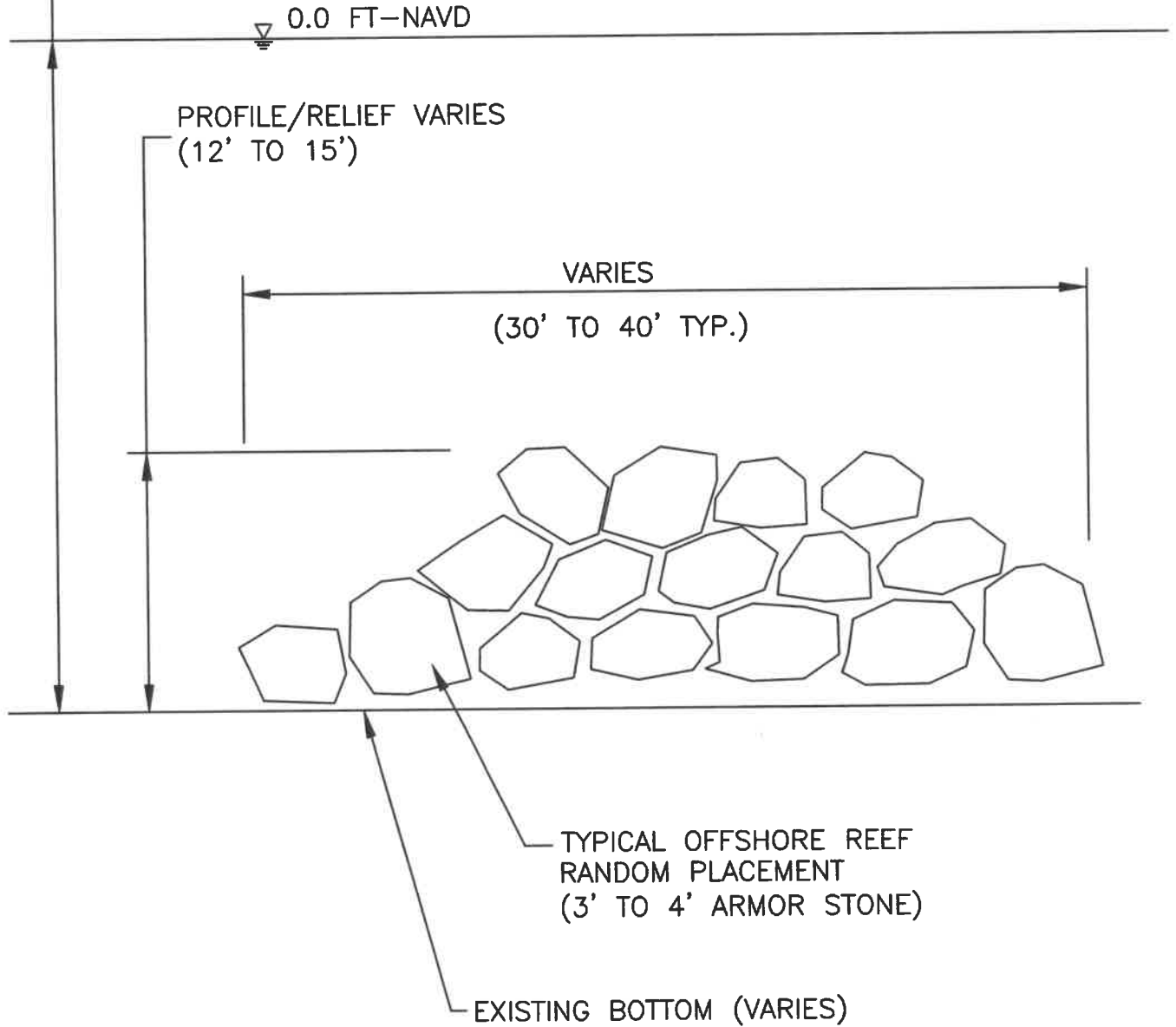
OFFSHORE REEFS
PLAN VIEW

DRAWN BY: MLE
DATE: 4/26/2018

SCALE: NTS

ATTACHMENT 2B

DEPTH VARIES, OFFSHORE REEFS WILL BE
LOCATED IN ATLANTIC OCEAN IN DEPTH
BETWEEN 15 FEET DEEP AND 100 FEET DEEP



T:\eer\engser\Reef 2018\2018ERM01_ATTACH.dwg



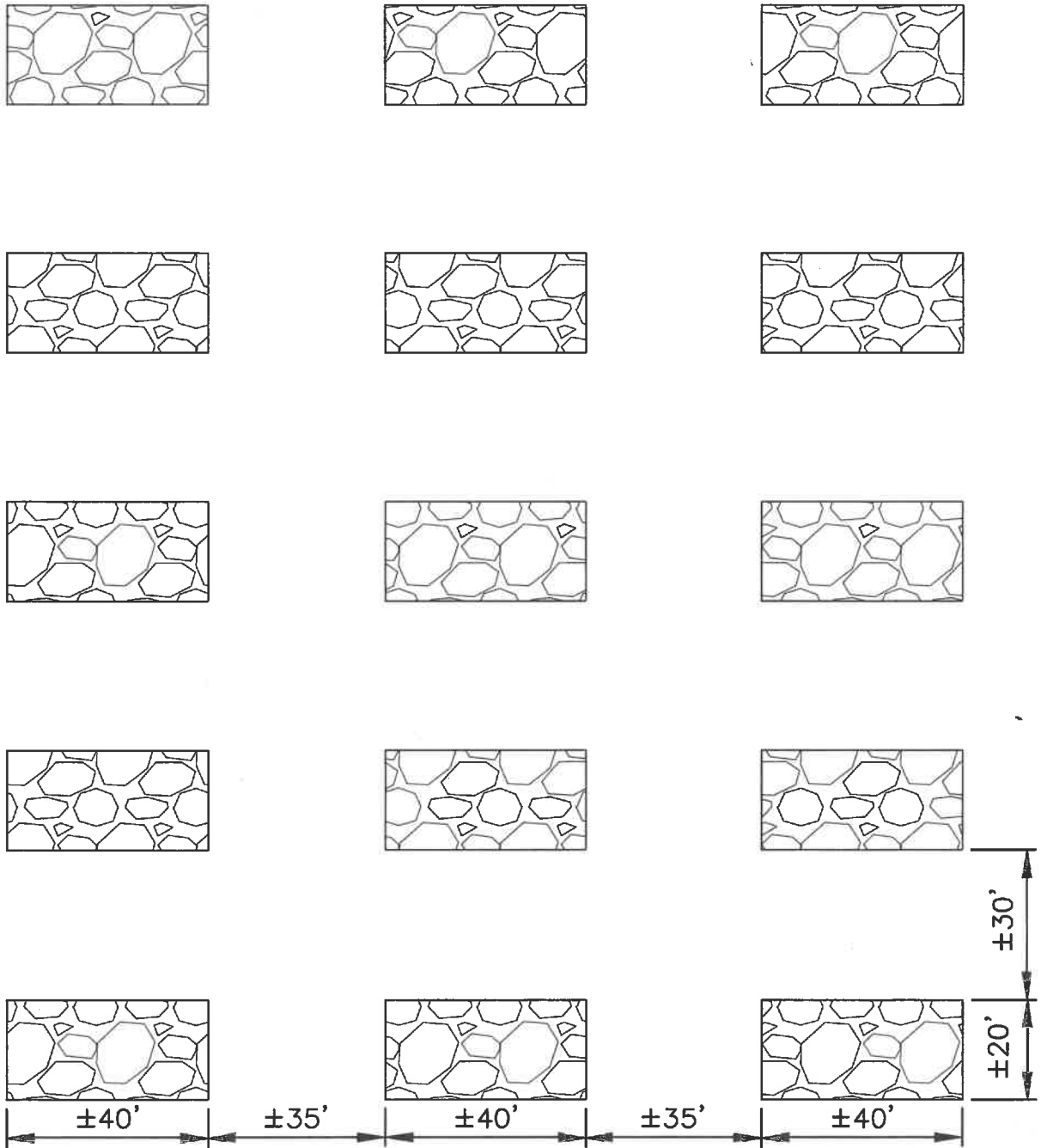
PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT

OFFSHORE REEF
CROSS-SECTION

DRAWN BY: MLE
DATE: 4/26/2018

SCALE: NTS

ATTACHMENT 3A



T:\eer\engser\Reef 2018\2018ERM01_ATTACH.dwg



PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT

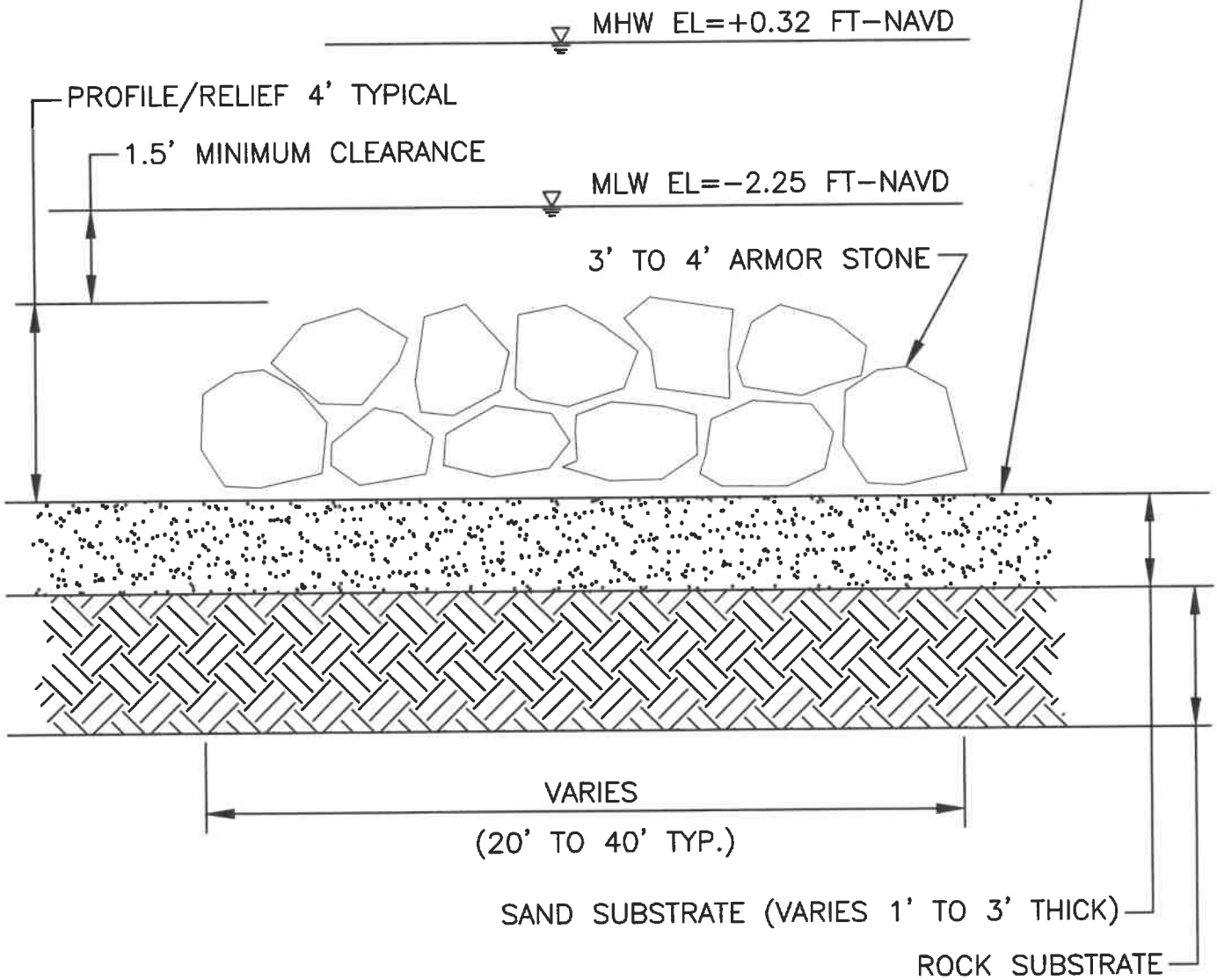
TYPICAL LAYOUT
FOR
NEARSHORE REEFS

DRAWN BY: MLE
DATE: 4/26/2018

SCALE: NTS

ATTACHMENT 3B

EXISTING SAND BOTTOM (ELEVATION VARIES) AVERAGE DEPTH BETWEEN 6 FEET DEEP AND 18 FEET DEEP



NOTES:

1. ACTUAL NUMBER OF MITIGATION REEFS, DIMENSIONS AND MATERIAL QUANTITIES TO BE INCLUDED IN WORK ORDER.
2. NEARSHORE MITIGATION REEF AREAS ARE EAST OF SHORELINE WITHIN ATLANTIC OCEAN AND CAN BE IN ANY DEPTH OF WATER FROM 6 FEET DEEP TO 18 FEET DEEP (-3.5 FT-NAVD TO -15.5 FT-NAVD).
3. 1.5 FOOT MINIMUM CLEARANCE REQUIRED AT LOW TIDE.

T:\eer\engser\Reef 2018\2018ERM01_ATTACH.dwg



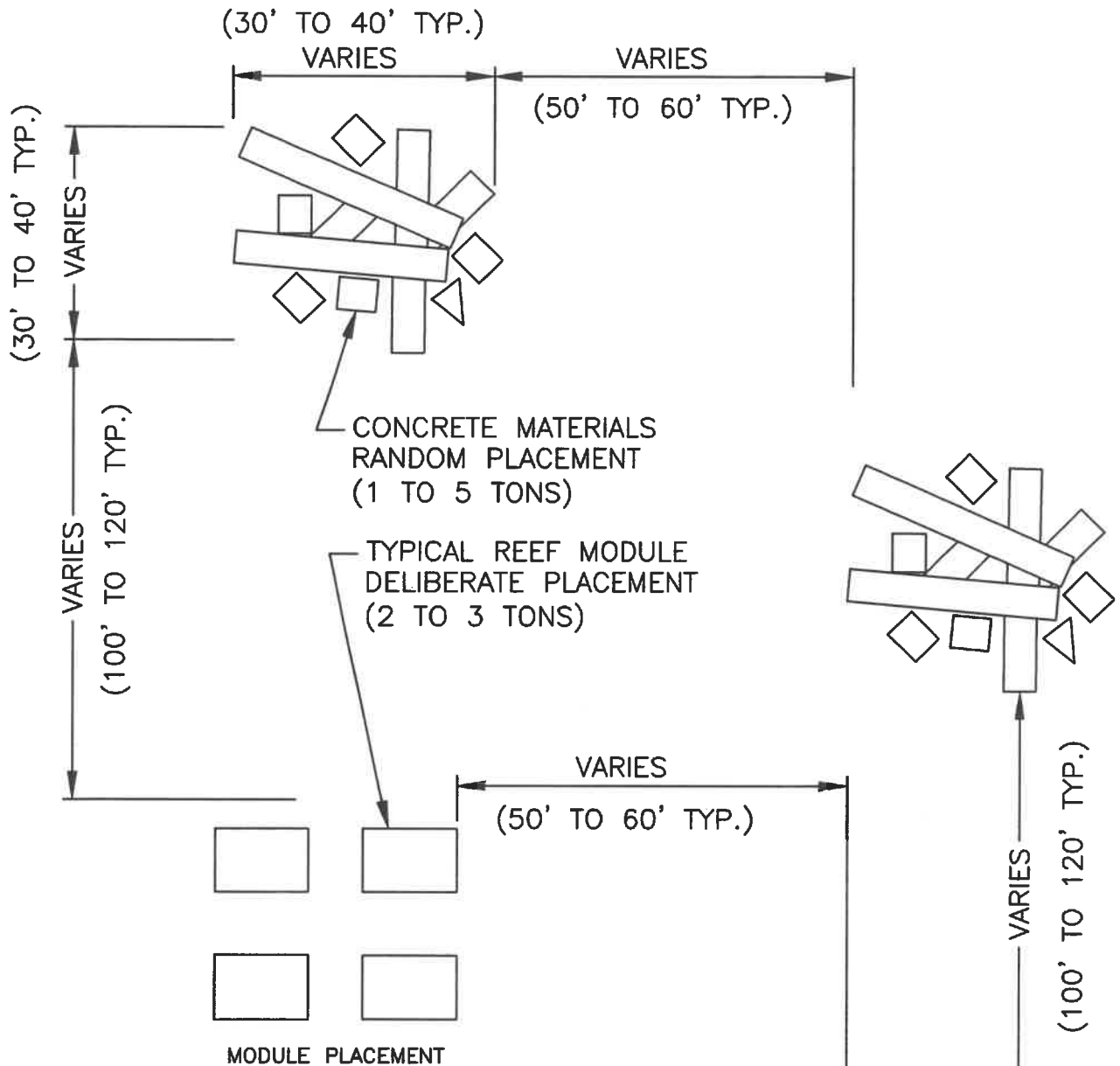
PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT

NEARSHORE REEF
CROSS-SECTION

DRAWN BY: MLE
DATE: 4/26/2018

SCALE: NTS

ATTACHMENT 4A



NOTES:

1. ACTUAL NUMBER OF REEFS, DIMENSIONS AND MATERIAL QUANTITIES TO BE INCLUDED IN WORK ORDER.
2. PLACEMENT AREAS ARE EAST OF SHORELINE WITHIN ATLANTIC OCEAN AND CAN BE IN ANY DEPTH OF WATER FROM 15 FEET DEEP TO 100 FEET DEEP.
3. REEF MODULES ARE EXPECTED TO REQUIRE PLACEMENT USING A CRANE AND DIVERS.

T:\eer\engser\Reef 2018\2018ERM01_ATTACH.dwg



PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT

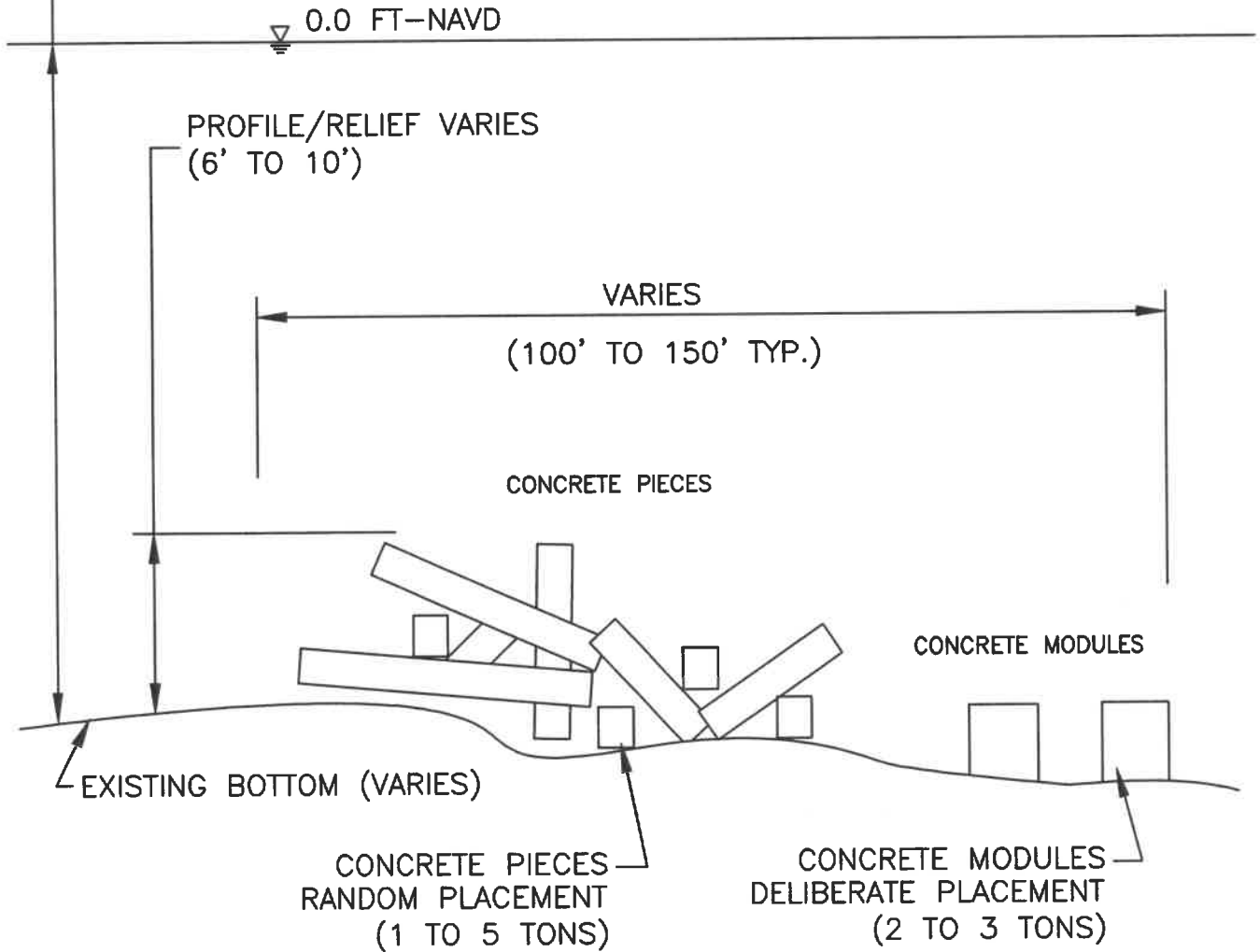
TYPICAL PRE-FORMED
CONCRETE MATERIAL
PLACEMENT
PLAN VIEW

DRAWN BY: MLE
DATE: 4/26/2018

SCALE: NTS

ATTACHMENT 4B

DEPTH VARIES, OFFSHORE REEFS WILL BE
LOCATED IN ATLANTIC OCEAN IN DEPTH
BETWEEN 15 FEET DEEP AND 100 FEET DEEP



NOTES:

1. ACTUAL NUMBER OF REEFS, DIMENSIONS AND MATERIAL QUANTITIES TO BE INCLUDED IN WORK ORDER.
2. PLACEMENT AREAS ARE EAST OF SHORELINE WITHIN ATLANTIC OCEAN AND CAN BE IN ANY DEPTH OF WATER FROM 15 FEET DEEP TO 100 FEET DEEP.
3. REEF MODULES ARE EXPECTED TO REQUIRE PLACEMENT USING A CRANE AND DIVERS.

T:\eer\engser\Reef 2018\2018ERM01_ATTACH.dwg



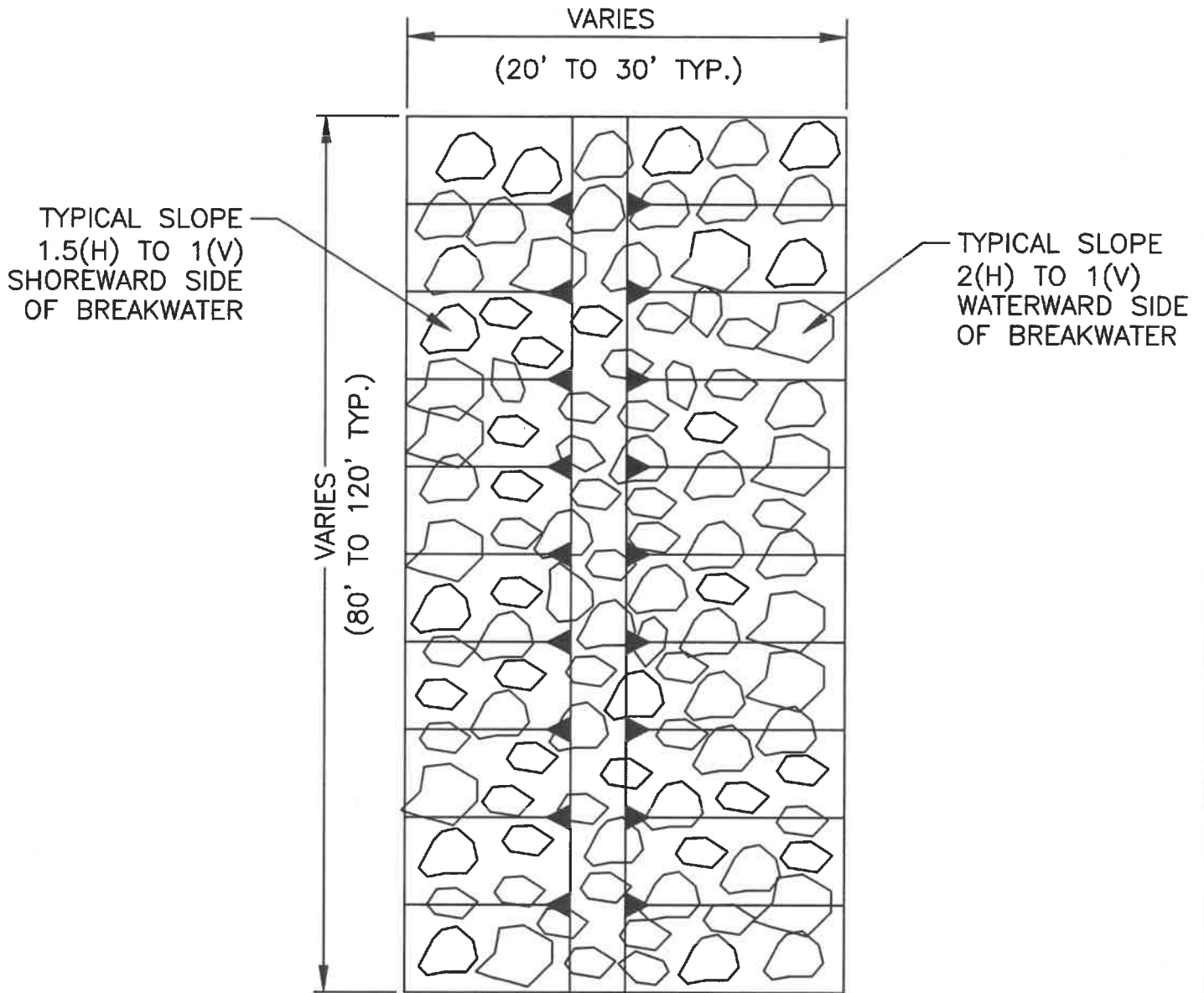
PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT

OFFSHORE REEF
CROSS-SECTION

DRAWN BY: MLE
DATE: 4/26/2018

SCALE: NTS

ATTACHMENT 5A



NOTES:

1. PLACEMENT LOCATIONS, DIMENSIONS AND MATERIAL QUANTITIES TO BE INCLUDED IN WORK ORDER.
2. PLACEMENT AREAS CAN BE IN ANY DEPTH OF WATER FROM -2.5 FT-NAVD (APPROXIMATE LOW TIDE ELEVATION) TO -8 FT-NAVD (6 FEET DEEP AT LOW TIDE).
3. FOR HABITAT RESTORATION, BREAKWATER CONSTRUCTION MAY INCLUDE A SAND FILL AND/OR A SAND FILL WITH OYSTER REEF CONSTRUCTION ON THE SHOREWARD SIDE OF BREAKWATER.
4. TYPICAL CONSTRUCTION 3 TO 5 TONS PER FOOT OF BREAKWATER.

T:\eer\engser\Reef 2018\2018ERM01_ATTACH.dwg



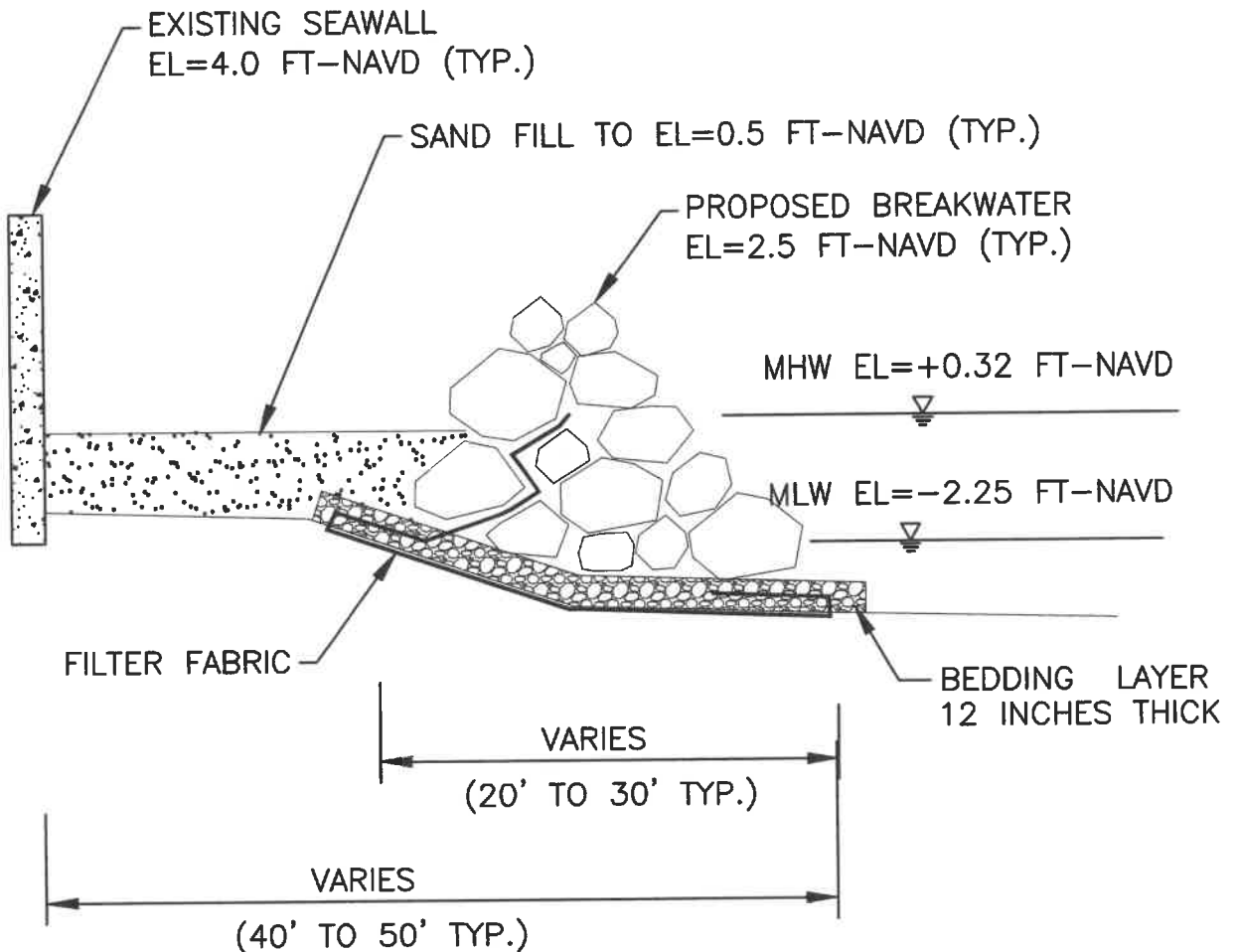
PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT

TYPICAL INSHORE
BREAKWATER
PLAN VIEW

DRAWN BY: MLE
DATE: 4/26/2018

SCALE: NTS

ATTACHMENT 5B



NOTES:

1. PLACEMENT LOCATIONS, DIMENSIONS AND MATERIAL QUANTITIES TO BE INCLUDED IN WORK ORDER.
2. PLACEMENT AREAS CAN BE IN ANY DEPTH OF WATER FROM -2.5 FT-NAVD (APPROXIMATE LOW TIDE ELEVATION) TO -8 FT-NAVD (6 FEET DEEP AT LOW TIDE).
3. FOR HABITAT RESTORATION, BREAKWATER CONSTRUCTION MAY INCLUDE A SAND FILL AND/OR A SAND FILL WITH OYSTER REEF CONSTRUCTION ON THE SHOREWARD SIDE OF BREAKWATER.
4. TYPICAL CONSTRUCTION 3 TO 5 TONS PER FOOT OF BREAKWATER.
5. FILTER FABRIC TO OVERLAP 2.5 FEET MINIMUM.
6. FILTER FABRIC TO BE INSTALLED WITH MINIMUM 6 INCHES OF BEDDING STONE COVER.

T:\eer\engser\Reef 2018\2018ERM01_ATTACH.dwg



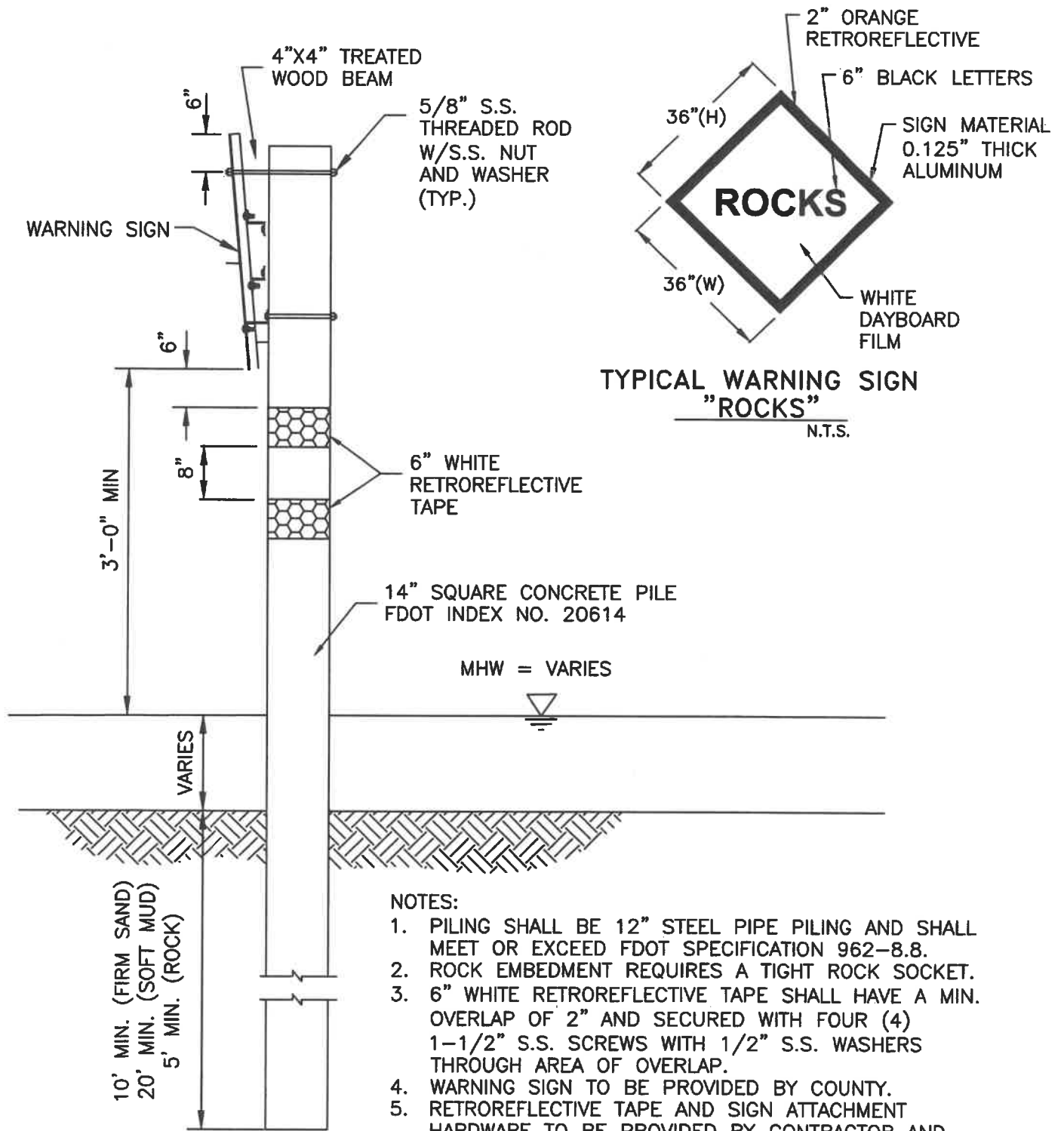
PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT

TYPICAL
INSHORE BREAKWATER
CROSS-SECTION

DRAWN BY: MLE
DATE: 4/26/2018

SCALE: NTS

ATTACHMENT 6A



NOTES:

1. PILING SHALL BE 12" STEEL PIPE PILING AND SHALL MEET OR EXCEED FDOT SPECIFICATION 962-8.8.
2. ROCK EMBEDMENT REQUIRES A TIGHT ROCK SOCKET.
3. 6" WHITE RETROREFLECTIVE TAPE SHALL HAVE A MIN. OVERLAP OF 2" AND SECURED WITH FOUR (4) 1-1/2" S.S. SCREWS WITH 1/2" S.S. WASHERS THROUGH AREA OF OVERLAP.
4. WARNING SIGN TO BE PROVIDED BY COUNTY.
5. RETROREFLECTIVE TAPE AND SIGN ATTACHMENT HARDWARE TO BE PROVIDED BY CONTRACTOR AND INCIDENTAL TO COST OF PILE INSTALLATION.
6. CONTRACTOR TO SUBMIT SIGN ATTACHMENT BRACKET FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.

T:\eer\engser\Reef 2018\2018ERM01_ATTACH.dwg



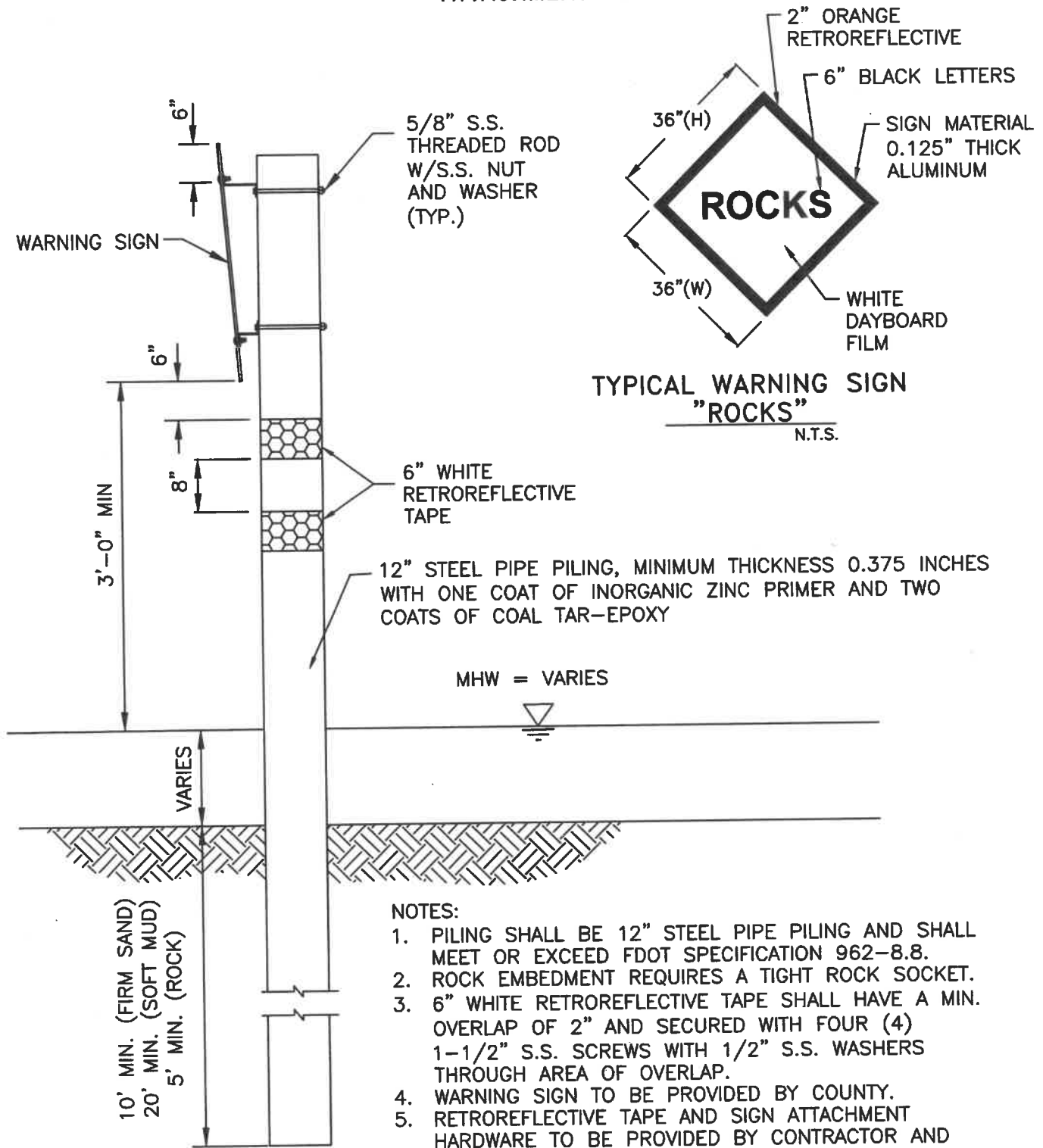
PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT

CONCRETE PILE INSTALLATION
TYPICAL DETAIL

DRAWN BY: MLE
DATE: 4/26/2018

SCALE: NTS

ATTACHMENT 6B



NOTES:

1. PILING SHALL BE 12" STEEL PIPE PILING AND SHALL MEET OR EXCEED FDOT SPECIFICATION 962-8.8.
2. ROCK EMBEDMENT REQUIRES A TIGHT ROCK SOCKET.
3. 6" WHITE RETROREFLECTIVE TAPE SHALL HAVE A MIN. OVERLAP OF 2" AND SECURED WITH FOUR (4) 1-1/2" S.S. SCREWS WITH 1/2" S.S. WASHERS THROUGH AREA OF OVERLAP.
4. WARNING SIGN TO BE PROVIDED BY COUNTY.
5. RETROREFLECTIVE TAPE AND SIGN ATTACHMENT HARDWARE TO BE PROVIDED BY CONTRACTOR AND INCIDENTAL TO COST OF PILE INSTALLATION.
6. CONTRACTOR TO SUBMIT SIGN ATTACHMENT BRACKET FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.



PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT

PIPE PILE INSTALLATION
TYPICAL DETAIL

DRAWN BY: MLE
DATE: 3/28/2017

SCALE: NTS